

CITY OF LOS ALAMITOS
Council Chamber
3191 Katella Ave., Los Alamitos CA 90720

CITY COUNCIL AGENDA
ADJOURNED REGULAR MEETING

Monday, February 9, 2026 – 6:00 PM

NOTICE TO THE PUBLIC – This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Each matter on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "for information" or "for discussion" may also be the subject of an "action" taken by the City Council at the same meeting.

Agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC \$54957.5) will be made available for public inspection at the meeting. Such documents will also be available at the City Clerk's office, 3191 Katella Ave., Los Alamitos, CA 90720.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (562) 431-3538, ext. 220. Notification at least 42 hours prior to 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]. Language translation services are available for this meeting by calling the City Clerk's Office least 42 hours in advance

If you are unable to attend this meeting in person, you may submit comments on any agenda item or on any item not on the agenda by email to cityclerk@cityoflosalamitos.org with the subject line "COUNCIL PUBLIC COMMENT". Comments received by 3:00 p.m. the day of the meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting. You may also view the meeting live on local cable channel 3.

If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, at least 48 hours prior to the meeting so that reasonable arrangements may be made.

1. CALL TO ORDER

2. ROLL CALL

Mayor Doby
Mayor Pro Tem Nefulda
Council Member Hasselbrink
Council Member Hibard
Council Member Loe

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nefulda will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Hasselbrink will give the Invocation.

5. PRESENTATIONS

A. Legislative Update Provided by Orange County Supervisor Janet Nguyen

6. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

7. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

8. UPDATES FROM THE CITY STAFF

At this time, City Staff may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide direction to Staff to place an item on a future agenda.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from January 1, 2026, to January 26, 2026

Recommendation: Ratify the Warrants from January 1, 2026, to January 26, 2026, for \$1,979,173.61.

ROLL CALL

Mayor Doby

Mayor Pro Tem Nefulda

Council Member Hasselbrink

Council Member Hibard

Council Member Loe

10. CONSENT CALENDAR

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

A. Approval of Minutes (Administration)

Approve the City Council Regular minutes of January 20, 2026, and Special minutes of the January 29, 2026, meeting.

B. Resolution No. 2026-01 - Annual Update of the Records Management Program (Administration)

In October 2015, the City Council adopted the Citywide Records Management Program. As part of this program, a dedicated Records Management Day was established, along with annual updates to the records retention schedule. This item proposes revisions to the existing policy to strengthen and ensure the continued success of the Records Management Program.

Recommendation: Adopt Resolution 2026-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2025-03 IN ITS ENTIRETY".

C. Treasurer's Quarterly Investment Report — December 2025 (Finance)

The item for City Council consideration is receiving the Treasurer's Quarterly Investment Report.

Recommendation: Receive and file the Treasurer's Quarterly Investment Report – December 2025.

D. Amendment No. 1 with The Institute of Electrical and Electronics Engineers for a Warehouse Lease Agreement (Development Services)

This item seeks to exercise a three (3) year extension option via an amendment to the Lease Agreement between the City of Los Alamitos and The Institute of Electrical and Electronics Engineers, for warehouse space at 10662 Los Vaqueros Circle.

Recommendation:

1. Authorize the City Manager to exercise an optional three (3) year extension term under the current Lease Agreement with The Institute of Electrical and Electronics Engineers for the use of warehouse space located at 10622 Los Vaqueros Circle; and,
2. Authorize the City Manager to execute Amendment No. 1, on a form approved by the City Attorney, to the Lease Agreement to extend the lease term with an amount not to exceed \$525,515.52 over three years.

11. ORDINANCE

A. **Ordinance No. 2026-01 - Adding Chapter 9.24 to Title 9 of the Los Alamitos Municipal Code Regulating the Sale of Nitrous Oxide (Administration)**

Consideration of a proposed ordinance to ban the sale, distribution, and advertisement for sale of nitrous oxide, devices designed to dispense nitrous oxide, and any device which contains any amount of nitrous oxide, except for specified medicinal or industrial purposes. The purpose of the ordinance is to protect the public health and welfare against the sale and distribution of products which can cause serious and potentially life-threatening health complications such as low blood pressure, low oxygen, fainting, heart attack, and nerve damage, as well as long term effects such as increased risk of depression, psychosis, memory loss, muscle spasms, tinnitus, numbness, weakened immune system, and birth defects (if used during pregnancy).

Recommendation:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2026-01; and,
2. City Attorney Daudt to read the title of Ordinance No. 2026-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.24 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE REGULATING THE SALE AND DISTRIBUTION OF NITROUS OXIDE"

B. **Ordinance No. 2026-02 - Adding Chapter 9.28 to Title 9 of the Los Alamitos Municipal Code Relating to the Sale and Distribution of Kratom Products (Administration)**

Consideration of a proposed ordinance to ban the sale, distribution, and advertisement for sale of any product containing any part of the leaf of the plant *Mitragyna speciosa* (more commonly known as the kratom plant). The purpose of the ordinance is to protect the public health and welfare against the sale and distribution of products which the U.S. Food and Drug Administration has identified as having opioid-like characteristics, and which pose a threat to the public health and safety.

Recommendation:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2026-02; and,
2. City Attorney Daudt to read the title of Ordinance No. 2026-02,

entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.28 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS"

12. COUNCIL ANNOUNCEMENTS

At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide Staff direction to report back or to place the item on a future Agenda.

13. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the Los Alamitos City Hall, 3191 Katella Ave. and online at www.cityoflosalamitos.org not less than 72 hours prior to the meeting.

A handwritten signature in blue ink, appearing to read 'Windmera Quintanar', is written over a horizontal line.

Windmera Quintanar, MMC, City Clerk
Dated: February 5, 2026

CITY OF LOS ALAMITOS

A/P Warrants

February 09, 2026

To Ratify

Pages:

1-14	\$	1,048,597.01	Warrants	01/01/2026-01/26/2026
15	\$	8,702.44	Medical Retirees	01/01/2026
16	\$	389,568.33	Earnings & Employer Taxes	01/02/2026
17	\$	81,739.66	Employer Benefits	01/02/2026
18	\$	368,270.79	Earnings & Employer Taxes	01/16/2026
19	\$	82,295.38	Employer Benefits	01/16/2026
Grand Total		<u><u>\$ 1,979,173.61</u></u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from January 01, 2026, to January 26, 2026, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

I hereby certify that the claims or demands covered by the forgoing listed warrants have been audited as to accuracy and availability of funds for payment thereof.

Certified by Craig Koehler, Finance Director/City Treasurer

Craig Koehler
this 26th day of January, 2026

WARRANTS 01/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADERSA GROUP LLC	PRIVACY FENCE 09/25	GENERAL FUND	PARK MAINTENANCE	<u>9,604.78</u>
			TOTAL:	9,604.78
ADMINSURE	WORKER'S COMP CLAIM 11/25	SELF INSURANCE TRU	INSURANCE	<u>547.94</u>
			TOTAL:	547.94
ADVANTAGE COLORGRAPHICS	WINTER 2025 CITY NEWS	GENERAL FUND	ADMINISTRATION	1,254.22
	WINTER 2025 REC BROCHURE	GENERAL FUND	RECREATION ADMINISTRAT	<u>10,033.77</u>
			TOTAL:	11,287.99
AGILE OCCUPATIONAL MEDICINE PC	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	NON-DEPARTMENTAL	180.00
	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	NON-DEPARTMENTAL	<u>180.00</u>
			TOTAL:	360.00
ALL CITY MANAGEMENT SERVICES	CROSS GUARDS 11/23-12/06	GENERAL FUND	TRAFFIC	3,815.88
	CROSS GUARDS 12/07-12/20	GENERAL FUND	TRAFFIC	<u>7,617.42</u>
			TOTAL:	11,433.30
ALLIANT INSURANCE SERVICES, INC.	INSTRUCTOR INSURANCE Q1	GENERAL FUND	COMMUNITY SERVICES	1,025.00
	INSTRUCTOR INSURANCE Q2	GENERAL FUND	COMMUNITY SERVICES	1,526.00
	INSTRUCTOR INSURANCE Q3	GENERAL FUND	COMMUNITY SERVICES	1,769.00
	INSTRUCTOR INSURANCE Q4	GENERAL FUND	COMMUNITY SERVICES	<u>1,402.50</u>
			TOTAL:	5,722.50
ANIMAL PEST MANAGEMENT SERVICES	PARK GOPHER CTRL SVCS 12/2	GENERAL FUND	PARK MAINTENANCE	<u>490.00</u>
			TOTAL:	490.00
AXON ENTERPRISES, INC.	BODY CAM LICENSE BUNDLES	GENERAL FUND	PATROL	11,909.80
	PD BODY CAM & TASERS	GENERAL FUND	PATROL	<u>68,920.49</u>
			TOTAL:	80,830.29
BADGE FRAME, INC	EOQ NAME PLATES 01/26	GENERAL FUND	ADMINISTRATION	<u>39.00</u>
			TOTAL:	39.00
BALLROOM HEALS	BALLROOM DANCE 01/26-03/26	GENERAL FUND	SPECIAL CLASSES	<u>1,000.00</u>
			TOTAL:	1,000.00
BARCO PRODUCTS, LLC	DOG PARK EQUIPMENT 11/25	GENERAL FUND	PARK MAINTENANCE	<u>11,252.87</u>
			TOTAL:	11,252.87
BASE HILL INC	JANITORIAL SVCS 12/25	GENERAL FUND	BUILDING MAINTENANCE	<u>5,809.99</u>
			TOTAL:	5,809.99
BASK	PW GARAGE FURNITURE	GENERAL FUND	BUILDING MAINTENANCE	4,836.31
	PD ADD'L FURNITURE	GENERAL FUND	BUILDING MAINTENANCE	<u>3,678.32</u>
			TOTAL:	8,514.63
BEAR ELECTRICAL SOLUTIONS LLC	EMERG TRAFFIC SIGNAL SVCS	GENERAL FUND	STREET MAINTENANCE	9,310.00
	TRAFFIC SIGNAL SVCS 11/25	GENERAL FUND	STREET MAINTENANCE	<u>1,470.00</u>
			TOTAL:	10,780.00
BIG TOP RENTALS	WW EQUIP RENTAL	GENERAL FUND	NON-DEPARTMENTAL	<u>2,077.39</u>
			TOTAL:	2,077.39
BORDIN SEMMER, LLP	WILLIAM HOWARD V CITY #14	SELF INSURANCE TRU	INSURANCE	82.00
	THOMAS PERRAULT V CITY #11	SELF INSURANCE TRU	INSURANCE	2,275.50

WARRANTS 01/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	THOMAS PERRAULT V CITY #12	SELF INSURANCE	TRU INSURANCE	922.50
	ARNOLD ANDERSON V CITY #10	SELF INSURANCE	TRU INSURANCE	143.50
	ARNOLD ANDERSON V CITY #9	SELF INSURANCE	TRU INSURANCE	<u>709.36</u>
			TOTAL:	4,132.86
BUENA PARK PLAQUE & TROPHY	SOROPTIMIST PLAQUE	GENERAL FUND	CAPITAL PROJECTS	<u>4,721.76</u>
			TOTAL:	4,721.76
CALIFORNIA BUILDING STANDARDS COMMISSI	BLDG PERMITS Q4 2025	GENERAL FUND	NON-DEPARTMENTAL	8.00-
	CBSC GREEN FEES Q4 2025	GENERAL FUND	NON-DEPARTMENTAL	<u>80.00</u>
			TOTAL:	72.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS 12/25	GENERAL FUND	PATROL	<u>714.64</u>
			TOTAL:	714.64
CALIRICA LLC	CONSULTING SVCS 12/25	GENERAL FUND	ADMINISTRATION	<u>3,000.00</u>
			TOTAL:	3,000.00
CARRI FOX	LINE DANCE DROP IN 12/10/25	GENERAL FUND	SPECIAL CLASSES	<u>29.40</u>
			TOTAL:	29.40
CDW GOVERNMENT, INC.	CITY DESKTOP TOWERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>8,173.21</u>
			TOTAL:	8,173.21
CHARLES ABBOTT ASSOCIATES, INC.	LAMPSON WQMP SVCS 11/25	GENERAL FUND	NON-DEPARTMENTAL	465.00
	FY25/26 BLDG & SAFETY SUB	GENERAL FUND	BUILDING INSPECTION	20,000.00
	BLDG & SAFETY SVCS 11/25	GENERAL FUND	BUILDING INSPECTION	31,793.01
	NPDES SVCS 11/25	GENERAL FUND	NPDES	2,782.50
	NPDES INSPECTIONS 12/25	GENERAL FUND	NPDES	<u>3,281.25</u>
			TOTAL:	58,321.76
CHARTER COMMUNICATIONS	CITY PHONE LINES 01/26	GENERAL FUND	NON-DEPARTMENTAL	<u>2.93</u>
			TOTAL:	2.93
CINTAS CORPORATION NO. 2	FIRST AID REFILL 10/25	GENERAL FUND	BUILDING MAINTENANCE	2,519.12
	FIRST AID REFILL 11/25	GENERAL FUND	BUILDING MAINTENANCE	<u>2,214.54</u>
			TOTAL:	4,733.66
CITY GREEN CONSULTING LLC	WASTE CONSULT SVCS 10/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,812.50
	WASTE CONSULT SVCS 11/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>593.75</u>
			TOTAL:	2,406.25
CITY OF CYPRESS	WEST-COMM JPA 3RD INSTALLM	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>195,355.95</u>
			TOTAL:	195,355.95
CITY OF LA HABRA	SB 2 SHARE FY25/26	GENERAL FUND	NON-DEPARTMENTAL	<u>98,092.00</u>
			TOTAL:	98,092.00
CITY OF TUSTIN	OCHRC MEMBERSHIP 2026	GENERAL FUND	ADMINISTRATION	<u>250.00</u>
			TOTAL:	250.00
COLE PRO MEDIA CORP	MEDIA CONSULT SVCS 01/26	GENERAL FUND	ADMINISTRATION	<u>3,000.00</u>
			TOTAL:	3,000.00
COUNTY OF ORANGE TREASURER-TAX	OCAT 09/25	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OCATS 10/25	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33

WARRANTS 01/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	AFIS 11/25	GENERAL FUND	COMMUNICATIONS TECHNOL	358.00
	OCATS 11/25	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	COST ALLOCATION Q2	GENERAL FUND	COMMUNICATIONS TECHNOL	7,662.93
	COST ALLOCATION Q3	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>7,662.93</u>
			TOTAL:	19,503.85
DAILY JOURNAL CORPORATION	CDBG NOTICING	GENERAL FUND	PLANNING	<u>147.50</u>
			TOTAL:	147.50
	PD PC-1 TIRE SVCS 12/25	GARAGE FUND		
DANIELS TIRE SERVICE	PD PC-1 VEHICLE SVCS 12/25	GARAGE FUND	GARAGE	273.62
	PD 48-5 TIRE SVCS 12/25	GARAGE FUND	GARAGE	507.35
			GARAGE	<u>321.85</u>
			TOTAL:	1,102.82
	CITATION PROCESSING 11/25	GENERAL FUND	TRAFFIC	<u>820.38</u>
DATA TICKET, INC.			TOTAL:	820.38
	BLDG PERMITS Q4 2025	GENERAL FUND	NON-DEPARTMENTAL	12.34-
DEPARTMENT OF CONSERVATION	SMIP FEES Q4 2025	GENERAL FUND	NON-DEPARTMENTAL	<u>246.84</u>
			TOTAL:	234.50
	WW FENCE RENTAL	GENERAL FUND	NON-DEPARTMENTAL	<u>4,000.00</u>
DIAMOND ENVIRONMENTAL SERVICES LP			TOTAL:	4,000.00
	DOG PARK FENCE	GENERAL FUND	PARK MAINTENANCE	<u>3,012.08</u>
DOG ON IT PARKS, INC.			TOTAL:	3,012.08
	AMMO PURCHASE 12/25	GENERAL FUND	PATROL	<u>1,886.70</u>
DOOLEY ENTERPRISES, INC.			TOTAL:	1,886.70
	FENLEY PUMP MAINT 12/25	GENERAL FUND	BUILDING MAINTENANCE	<u>1,015.00</u>
DUTHIE ELECTRIC SERVICE CORPORATION			TOTAL:	1,015.00
	FERTIGATION SVCS 12/25	GENERAL FUND	PARK MAINTENANCE	<u>1,000.00</u>
ECOFERT, INC.			TOTAL:	1,000.00
	LANDSCAPE SVCS 12/25	GENERAL FUND	STREET MAINTENANCE	<u>13,499.35</u>
ELITE MAINTENANCE & TREE SERVICE			TOTAL:	13,499.35
	SUNBURST IRR PARTS 12/25	GENERAL FUND	PARK MAINTENANCE	1,485.98
EWING	PARK GRASS SEED REHAB	GENERAL FUND	PARK MAINTENANCE	3,658.09
	SUNBURST IRR PARTS 12/25	GENERAL FUND	PARK MAINTENANCE	581.30
	SUNBURST IRR PARTS 12/25	GENERAL FUND	PARK MAINTENANCE	1,847.71
	SUNBURST IRR PARTS 12/25	GENERAL FUND	PARK MAINTENANCE	53.81
	SUNBURST IRR PARTS 12/25	GENERAL FUND	PARK MAINTENANCE	<u>2,027.03</u>
			TOTAL:	9,653.92
	ADULT SOCCER FIELD RENTAL	GENERAL FUND	SPORTS	3,557.29
FACILITRON INC	ADULT SOCCER FIELD RENTAL	GENERAL FUND	SPORTS	769.87
	ADULT SOCCER FIELD RENTAL	GENERAL FUND	SPORTS	<u>2,283.70</u>
			TOTAL:	6,610.86
	DNA SHIPMENT 12/25	GENERAL FUND	RECORDS	<u>21.00</u>
FEDEX			TOTAL:	21.00
	FY25/26 CAMERA RENEWAL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	33,600.00
FLOCK SAFETY				

WARRANTS 01/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	33,600.00
FLOWER DUET, LLC	FLORAL DESIGN 01/06-02/10	GENERAL FUND	SPECIAL CLASSES	3,699.00
			TOTAL:	3,699.00
GALLS LLC	PD UNIFORMS	GENERAL FUND	PATROL	149.80
	PD UNIFORMS	GENERAL FUND	PATROL	23.83
	PD UNIFORMS	GENERAL FUND	PATROL	249.58
			TOTAL:	423.21
GANAHL LUMBER COMPANY	CW PARK SUPPLIES	GENERAL FUND	STREET MAINTENANCE	90.67
	PW SUPPLIES 12/25	GENERAL FUND	STREET MAINTENANCE	120.07
	CITY SIGNAGE PROJECT 12/25	GENERAL FUND	PARK MAINTENANCE	600.88
	CW PARK SUPPLIES	GENERAL FUND	PARK MAINTENANCE	78.64
	SOROPTIMIST PARK SUPPLIES	GENERAL FUND	PARK MAINTENANCE	4.86
	PAINT SUPPLIES 12/25	GENERAL FUND	PARK MAINTENANCE	180.57
	PW SUPPLIES 12/25	GENERAL FUND	PARK MAINTENANCE	48.03
	PARK MAINT SUPPLIES 12/25	GENERAL FUND	PARK MAINTENANCE	60.04
	PARK MAINT SUPPLIES 12/25	GENERAL FUND	PARK MAINTENANCE	56.76
	PAINT SUPPLIES 12/25	GENERAL FUND	PARK MAINTENANCE	326.91
	PAINT SUPPLIES 12/25	GENERAL FUND	PARK MAINTENANCE	400.35
	PAINT SUPPLIES 12/25	GENERAL FUND	BUILDING MAINTENANCE	258.25
	BLDG MAINT SUPPLIES 12/25	GENERAL FUND	BUILDING MAINTENANCE	371.23
			TOTAL:	2,597.26
GEORGE HILLS COMPANY, INC.	LIABILITY SVC FEE 01/26	SELF INSURANCE TRU	INSURANCE	1,531.25
			TOTAL:	1,531.25
GILSANZ MURRAY STEFICEK LLP ENGINEERS	CC2 DESIGN SVCS 12/25	GENERAL FUND	CAPITAL PROJECTS	1,725.00
			TOTAL:	1,725.00
GOLDEN STATE WATER COMPANY	WATER BILL 12/25	GENERAL FUND	STREET MAINTENANCE	8,993.78
	WATER BILL 12/25	GENERAL FUND	PARK MAINTENANCE	9,243.34
	WATER BILL 12/25	GENERAL FUND	BUILDING MAINTENANCE	568.42
			TOTAL:	18,805.54
GREAT AMERICA FINANCIAL SERVICES	PRINTER LEASE PYMT 01/26	GENERAL FUND	NON-DEPARTMENTAL	2,267.28
			TOTAL:	2,267.28
GRIFFIN STRUCTURES INC	PROJECT MGMT SVCS 10/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	7,500.00
			TOTAL:	7,500.00
HARKINS ADMINISTRATIVE SERVICES, INC	DAY CAMP EXCURSION 06/26	GENERAL FUND	DAY CAMP	1,699.50
			TOTAL:	1,699.50
HDL COREN & CONE	SALES TAX SVCS 10/25-12/25	GENERAL FUND	FINANCE	908.34
	TRANS TAX SVCS 10/25-12/25	GENERAL FUND	FINANCE	600.00
			TOTAL:	1,508.34
HI-WAY SAFETY, INC.	STREET MAINT SUPPLIES 12/2	GENERAL FUND	STREET MAINTENANCE	591.57
	PW-14 ARROW BOARD INSTALL	GARAGE FUND	GARAGE	7,371.58
			TOTAL:	7,963.15
HOLIDAYGOO, INC.	SPRING CARNIVAL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	2,040.24
			TOTAL:	2,040.24

WARRANTS 01/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HOMECOURT EDGE BASKETBALL LLC	HCE DROP IN 12/04/25	GENERAL FUND	SPECIAL CLASSES	64.00
	HCE DROP IN 12/07/25	GENERAL FUND	SPECIAL CLASSES	16.00
	HCE DROP IN 12/09/25	GENERAL FUND	SPECIAL CLASSES	32.00
	HCE DROP IN 12/11/25	GENERAL FUND	SPECIAL CLASSES	80.00
	HCE DROP IN 12/16/25	GENERAL FUND	SPECIAL CLASSES	16.00
	HCE DROP IN 12/18/25	GENERAL FUND	SPECIAL CLASSES	<u>64.00</u>
			TOTAL:	272.00
INTERCARE HOLDING INSURANCE SERVICES	ADMIN FLAT FEE 01/26	SELF INSURANCE TRU	INSURANCE	<u>1,241.79</u>
			TOTAL:	1,241.79
JCL TRAFFIC SERVICES	CLA SUPPLIES	GENERAL FUND	SPECIAL EVENTS	3,197.25
	CLA FENCING	GENERAL FUND	SPECIAL EVENTS	<u>1,536.00</u>
			TOTAL:	4,733.25
JE SNYDER ELECTRIC, INC.	CC FIRE ALARM INSTALL RET	GENERAL FUND	NON-DEPARTMENTAL	1,060.00-
	CC FIRE ALARM INSTALL RET	GENERAL FUND	NON-DEPARTMENTAL	476.20-
	CC FIRE ALARM INSTALL	BUILDING IMPROVEME	CAPITAL PROJECTS	<u>10,584.00</u>
			TOTAL:	9,047.80
JOINT FORCES TRAINING BASE	JFTB POOL RENTAL 12/25	GENERAL FUND	AQUATICS	<u>5,000.00</u>
			TOTAL:	5,000.00
KINETIC PERSONNEL GROUP	AP SPECIALIST SVCS 12/25	GENERAL FUND	FINANCE	1,032.00
	AP SPECIALIST SVCS 12/25	GENERAL FUND	FINANCE	688.00
	AP SPECIALIST SVCS 01/26	GENERAL FUND	FINANCE	688.00
	AP SPECIALIST SVCS 01/26	GENERAL FUND	FINANCE	<u>1,032.00</u>
			TOTAL:	3,440.00
KRONOS SASHR INC	PAYROLL SVC FEE 12/25	GENERAL FUND	FINANCE	<u>3,693.65</u>
			TOTAL:	3,693.65
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 12/25	GARAGE FUND	GARAGE	265.00
	PW CAR WASHES 12/25	GARAGE FUND	GARAGE	225.00
	REC CAR WASHES 12/25	GARAGE FUND	GARAGE	90.00
	PD CAR WASHES 12/22/25	GARAGE FUND	GARAGE	655.00
	PD CAR WASHES 01/05/26	GARAGE FUND	GARAGE	<u>650.00</u>
			TOTAL:	1,885.00
LANCE, SOLL & LUNGHARD LLP	2024 NONPROFIT TAX RETURN	GENERAL FUND	FINANCE	<u>1,100.00</u>
			TOTAL:	1,100.00
LEADSONLINE LLC	INVESTIGATION USERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>6,513.76</u>
			TOTAL:	6,513.76
LIEBERT CASSIDY WHITMORE	INVESTIGATION SVCS 11/25	GENERAL FUND	CITY ATTORNEY	3,467.50
	GENERAL SVCS 11/25	GENERAL FUND	CITY ATTORNEY	<u>631.00</u>
			TOTAL:	4,098.50
LONG BEACH SOCCER REFEREE ASSOCIATION	FALL ADULT SOCCER REFEREE	GENERAL FUND	SPORTS	<u>858.00</u>
			TOTAL:	858.00
LOS ALAMITOS LOCK SERVICE	CITY REKEY PROJECT 12/25	GENERAL FUND	BUILDING MAINTENANCE	<u>4,605.00</u>
			TOTAL:	4,605.00
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	POOL RENTAL 07/25-08/25	GENERAL FUND	AQUATICS	1,037.70

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,037.70
MAXIMUM ENERGY PROFESSIONALS	PAYAPP#2 CC2 MEP DESIGN	GENERAL FUND	CAPITAL PROJECTS	22,251.00
			TOTAL:	22,251.00
MCA DIRECT	CA MUNICIPAL ELECTION HAND	GENERAL FUND	ADMINISTRATION	470.37
			TOTAL:	470.37
MCCi, LLC	LASERFICHE CC PROJECT	GENERAL FUND	FINANCE	1,050.00
			TOTAL:	1,050.00
MIKA MAUNULA	PICKLEBALL 01/06-03/24/26	GENERAL FUND	SPECIAL CLASSES	700.00
			TOTAL:	700.00
MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE RENTAL 12/19	GENERAL FUND	PATROL	25.00
			TOTAL:	25.00
MISC. VENDOR	PROCUREAMERICA	GENERAL FUND	NON-DEPARTMENTAL	1,399.68
	MELINDA SCANDRICK	GENERAL FUND	NON-DEPARTMENTAL	150.00
	CAROL HANAKI	GENERAL FUND	NON-DEPARTMENTAL	54.00
	GCCLB	GENERAL FUND	NON-DEPARTMENTAL	150.00
	CAROL HANAKI	GENERAL FUND	NON-DEPARTMENTAL	80.00
	AMBER KUO	GENERAL FUND	NON-DEPARTMENTAL	35.00
	CHRISTIAN PARSONS	GENERAL FUND	NON-DEPARTMENTAL	150.00
	LUZ VETURIS	GENERAL FUND	NON-DEPARTMENTAL	55.00
	JORGE MAGANA	GENERAL FUND	NEIGHBORHOOD PRESERVAT	65.15
	JORGE MAGANA	GENERAL FUND	NEIGHBORHOOD PRESERVAT	385.00
			TOTAL:	2,523.83
MOBILE WIRELESS LLC	MOBILE SERVER 02/26-02/27	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,655.00
			TOTAL:	2,655.00
MV CHENG ASSOCIATES, INC.	HR CONSULTANT 12/25	GENERAL FUND	ADMINISTRATION	3,840.00
			TOTAL:	3,840.00
McMURRAY STERN, LLC	PD EQUIPMENT LOCKERS	GENERAL FUND	PATROL	2,665.70
			TOTAL:	2,665.70
NO LIMIT FENCE COMPANY	DOG PARK FENCING INSTALL	GENERAL FUND	PARK MAINTENANCE	51,555.00
			TOTAL:	51,555.00
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-8 VEHICLE SVCS 12/25	GARAGE FUND	GARAGE	79.45
	PD SRO VEHICLE SVCS 12/25	GARAGE FUND	GARAGE	79.45
	PD 48-5 VEHICLE SVCS 12/25	GARAGE FUND	GARAGE	670.82
	PD 48-6 VEHICLE SVCS 12/25	GARAGE FUND	GARAGE	791.30
	PD CHARGER VEHICLE SVCS 12	GARAGE FUND	GARAGE	129.54
	PD 48-7 VEHICLE SVCS 12/25	GARAGE FUND	GARAGE	79.45
			TOTAL:	1,830.01
OPEN SKY PRODUCTIONS LLC	LOS AL DRONE SHOW	GENERAL FUND	ECONOMIC DEVELOPMENT	7,650.00
			TOTAL:	7,650.00
ORANGE COUNTY ANIMAL ALLIES	DOG THERAPY EVENT 01/26	GENERAL FUND	SPECIAL CLASSES	200.00
			TOTAL:	200.00
ORANGE COUNTY SANITATION DISTRICT	BLDG PERMITS 12/25	GENERAL FUND	NON-DEPARTMENTAL	373.11-

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SEWER CAPITAL FEES 12/25	GENERAL FUND	NON-DEPARTMENTAL	<u>7,462.27</u>
			TOTAL:	7,089.16
PARKINSON'S EXERCISE PROGRAM FOR YOU	BOXING 01/05-03/23	GENERAL FUND	SPECIAL CLASSES	<u>875.00</u>
			TOTAL:	875.00
PCI	CIP 24/25-07 RET RELEASE	GENERAL FUND	NON-DEPARTMENTAL	<u>5,149.10</u>
			TOTAL:	5,149.10
PENINSULA SEPTIC SERVICE, INC.	CW PARK SEPTIC TANK 11/25	GENERAL FUND	PARK MAINTENANCE	<u>700.00</u>
			TOTAL:	700.00
PETTY CASH	PD PETTY CASH REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	140.52
	PD PETTY CASH REIMBURSE	GENERAL FUND	POLICE ADMINISTRATION	176.17
	PD PETTY CASH REIMBURSE	GENERAL FUND	COMMUNITY OUTREACH	38.94
	PD PETTY CASH REIMBURSE	GENERAL FUND	TRAFFIC	<u>112.00</u>
			TOTAL:	467.63
PTS COMMUNICATIONS	PAYPHONE SVCS 01/26	GENERAL FUND	NON-DEPARTMENTAL	<u>43.00</u>
			TOTAL:	43.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL 11/25	GENERAL FUND	NON-DEPARTMENTAL	<u>384.01</u>
			TOTAL:	384.01
RAINBOW CAREER COACHING	LAUGHTER YOGA 01/06-03/17	GENERAL FUND	SPECIAL CLASSES	2,500.00
	WELLNESS BOOTCAMP 01/05- 0	GENERAL FUND	SPECIAL CLASSES	<u>1,250.00</u>
			TOTAL:	3,750.00
RECHARGE PHYSICAL THERAPY	RECHARGE THERAPY PGRM 02/2	GENERAL FUND	SPECIAL CLASSES	<u>125.00</u>
			TOTAL:	125.00
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS 12/25	GENERAL FUND	TRAFFIC	<u>31,063.30</u>
			TOTAL:	31,063.30
RPW SERVICES	HERBICIDE TREATMENT 12/25	GENERAL FUND	STREET MAINTENANCE	<u>3,092.00</u>
			TOTAL:	3,092.00
SCA OF CA LLC	STREET SWEEPING SVC 12/25	GENERAL FUND	STREET MAINTENANCE	9,463.99
	SUNBURST SWEEPING SVCS	GENERAL FUND	STREET MAINTENANCE	<u>302.43</u>
			TOTAL:	9,766.42
SDI PRESENCE LLC	IT SUPPORT SVCS 06/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>8,245.25</u>
			TOTAL:	8,245.25
SHINING LIGHT SOCIAL MEDIA	SOCIAL MEDIA SVCS 12/25	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>1,500.00</u>
			TOTAL:	1,500.00
SIR SPEEDY PRINTING, SIGNS, MARKETING	EV TRANSPORTATION SIGNAGE	GENERAL FUND	NON-DEPARTMENTAL	117.50
	LOS AL LOOP 01/26	GENERAL FUND	ADMINISTRATION	3,857.94
	REC BUSINESS CARDS	GENERAL FUND	RECREATION ADMINISTRAT	191.19
	GALLARDO BUSINESS CARDS	GENERAL FUND	RECREATION ADMINISTRAT	38.24
	CROSS COUNTRY BANNERS	GENERAL FUND	SPORTS	169.15
	WW SIGNAGE	GENERAL FUND	SPECIAL EVENTS	1,929.18
	WW SIGNAGE	GENERAL FUND	SPECIAL EVENTS	<u>174.60</u>
			TOTAL:	6,477.80

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SITEONE LANDSCAPE SUPPLY	PARK MAINT SUPPLIES 12/25	GENERAL FUND	STREET MAINTENANCE	58.32
	IRRIGATION SUPPLIES 12/25	GENERAL FUND	PARK MAINTENANCE	446.57
	IRRIGATION SUPPLIES 01/26	GENERAL FUND	PARK MAINTENANCE	<u>99.72</u>
			TOTAL:	604.61
SKATEDOGS	SKATEBOARD CAMP 12/29-01/0	GENERAL FUND	SPECIAL CLASSES	<u>608.40</u>
			TOTAL:	608.40
SOCAL SEWER & WATER	STORM DRAIN MAINT 12/25	GENERAL FUND	PARK MAINTENANCE	<u>8,890.00</u>
			TOTAL:	8,890.00
SOVANDANY WANG	WTR 2025 TUITION REIMBURSE	GENERAL FUND	FINANCE	<u>2,340.00</u>
			TOTAL:	2,340.00
SPORTS FACILITIES GROUP, INC.	SUNBURST FIELD SUPPLIES 01	GENERAL FUND	SPORTS	<u>2,082.76</u>
			TOTAL:	2,082.76
ST. OF CALIFORNIA DEPT. OF JUSTICE	EMPLOYEE FINGERPRINT 11/25	GENERAL FUND	NON-DEPARTMENTAL	32.00
	LIVESCANS 11/25	GENERAL FUND	NON-DEPARTMENTAL	66.00
	EMPLOYEE FINGERPRINT 12/25	GENERAL FUND	NON-DEPARTMENTAL	64.00
	EMPLOYEE FINGERPRINT 10/25	GENERAL FUND	NON-DEPARTMENTAL	<u>512.00</u>
			TOTAL:	674.00
STATE WATER RESOURCES CONTROL BOARD	NPDES ANNUAL PERMIT 07/25-	GENERAL FUND	NPDES	<u>10,920.00</u>
			TOTAL:	10,920.00
SUZANNE ROADY-ROSS	T'AI CHI 01/05-03/23	GENERAL FUND	SPECIAL CLASSES	<u>600.00</u>
			TOTAL:	600.00
THE CONVERSE PROFESSIONAL GROUP	ASBESTOS SVCS 12/25	GENERAL FUND	CAPITAL PROJECTS	1,662.00
	ASBESTOS TEST 12/25-01/26	GENERAL FUND	CAPITAL PROJECTS	<u>4,615.00</u>
			TOTAL:	6,277.00
THE FAMILY PLUMBER	PW PLUMBING MAINT 12/25	GENERAL FUND	BUILDING MAINTENANCE	<u>129.00</u>
			TOTAL:	129.00
THOMSON REUTERS - WEST	DETECTIVE SOFTWARE 12/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>394.19</u>
			TOTAL:	394.19
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SVCS 01/26	GENERAL FUND	ADMINISTRATION	4,000.00
	GRANT WRITING SVCS 01/26	GENERAL FUND	ADMINISTRATION	<u>2,000.00</u>
			TOTAL:	6,000.00
TRACY MILLER CONSULTING, INC.	CONSULTING SVCS 12/25	GENERAL FUND	ADMINISTRATION	<u>5,500.00</u>
			TOTAL:	5,500.00
TRIPEPI, SMITH & ASSOCIATES, INC	VIDEO PRODUCTION 10/25	GENERAL FUND	NON-DEPARTMENTAL	<u>729.74</u>
			TOTAL:	729.74
TRUSAIC	ACA FILING SVCS 01/26	GENERAL FUND	NON-DEPARTMENTAL	<u>570.00</u>
			TOTAL:	570.00
U.S. BANK	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	519.70
	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	117.96
	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	267.87
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	<u>70.03</u>

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	74.91
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	12.87
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	48.07
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	105.30
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	46.91
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	84.10
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	11.97
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	84.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	351.23
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	138.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	121.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	132.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	35.47
	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	160.29
	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	65.94
	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	46.96
	ADAPTIVE REC SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	50.46
	ADAPTIVE REC SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	117.63
	ADAPTIVE REC SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	7.25
	LOE MWDOC FORUM	GENERAL FUND	CITY COUNCIL	160.00
	DOBY CAL CITIES MTG	GENERAL FUND	CITY COUNCIL	40.00
	OCREGISTER.COM SUB	GENERAL FUND	ADMINISTRATION	48.00
	K9 SHIRTS	GENERAL FUND	ADMINISTRATION	1,807.96
	COUNCIL OCREGISTER.COM	GENERAL FUND	ADMINISTRATION	26.00
	ADMIN IN-SERVICE TRAINING	GENERAL FUND	ADMINISTRATION	414.61
	CPRS AWARD APPLICATION	GENERAL FUND	ADMINISTRATION	85.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	29.07
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	722.77
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	133.05
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	20.56
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	82.99
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	828.70
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	226.66
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	353.61
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	304.16
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	734.16
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	178.38
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	151.20
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	198.65
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	150.61
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	983.02
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	19.25
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	286.82
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	2,883.99
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	196.43
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	28.52
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	44.82
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	137.09
	DUPLICATE KEYS	GENERAL FUND	ADMINISTRATION	23.17
	DUPLICATE KEYS	GENERAL FUND	ADMINISTRATION	23.25
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	63.55
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	21.83
	HOLIDAY POTLUCK 2025	GENERAL FUND	ADMINISTRATION	65.26
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	137.85
	HOLIDAY POTLUCK 2025	GENERAL FUND	ADMINISTRATION	60.00
	HOLIDAY POTLUCK 2025	GENERAL FUND	ADMINISTRATION	1,019.52

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	194.28
	HOLIDAY POTLUCK 2025	GENERAL FUND	ADMINISTRATION	203.57
	SIMMONS LOCC CONF	GENERAL FUND	ADMINISTRATION	65.00
	PUB NOTICE ORD 2025-09	GENERAL FUND	ADMINISTRATION	177.50
	PUB NOTICE ORD2025-11&12	GENERAL FUND	ADMINISTRATION	114.50
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	25.11
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	27.27
	COUNCIL MTG TREATS 12/15	GENERAL FUND	ADMINISTRATION	69.32
	COUNCIL MTG DINNER 12/15	GENERAL FUND	ADMINISTRATION	178.72
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	3,175.00
	GELA SUPPLIES	GENERAL FUND	FINANCE	131.10
	DUPLICATE KEY	GENERAL FUND	FINANCE	3.59
	FIN HOLIDAY CARDS	GENERAL FUND	FINANCE	34.82
	BISCOCHO CSMFO CONF	GENERAL FUND	FINANCE	625.00-
	MOMENTUM PLUS SUB	GENERAL FUND	FINANCE	4.95
	BALDERAS TRAINING	GENERAL FUND	FINANCE	165.00
	OCREGISTER.COM SUB	GENERAL FUND	FINANCE	2.00
	DUPLICATE KEY	GENERAL FUND	FINANCE	3.59
	AUTHORIZE.NET SUB	GENERAL FUND	FINANCE	10.00
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	101.97
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	30.58
	WSJ MONTHLY SUB	GENERAL FUND	FINANCE	8.25
	APPLE ICLOUD SUB	GENERAL FUND	FINANCE	0.99
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	6.31
	ECON & BUS REVIEW SUB	GENERAL FUND	FINANCE	50.00
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	18.31
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	343.88
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	10.80
	TABLECLOTH DRY CLEAN	GENERAL FUND	POLICE ADMINISTRATION	50.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	53.92
	AMAZON PRIME SUB	GENERAL FUND	POLICE ADMINISTRATION	16.38
	PD RECRUIT SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	246.76
	IACP ANNUAL SUB	GENERAL FUND	POLICE ADMINISTRATION	270.00
	ONSTAR SUB	GENERAL FUND	POLICE ADMINISTRATION	11.99
	PELTON SUB	GENERAL FUND	POLICE ADMINISTRATION	49.99
	ONSTAR SUB	GENERAL FUND	POLICE ADMINISTRATION	15.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	10.79
	PD RECRUIT SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	245.25
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	8.22
	PD CAR WASHES 12/03/25	GENERAL FUND	POLICE ADMINISTRATION	330.40
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	888.14
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	87.93
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	2.61
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	11.57
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	546.17
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	8.22
	POWER BI	GENERAL FUND	POLICE ADMINISTRATION	99.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	12.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	424.65
	REFUND: CRUZ TRAVEL	GENERAL FUND	PATROL	4.50-
	NAVARRO TRAINING	GENERAL FUND	PATROL	573.00
	GOSSETT BUSINESS CARDS	GENERAL FUND	PATROL	92.32
	LE ANNUAL TRAINING	GENERAL FUND	PATROL	922.15
	MAVERICK DATA SUB	GENERAL FUND	INVESTIGATION	257.78
	LICEA TRAINING	GENERAL FUND	RECORDS	425.00
	ROMAN TRAINING	GENERAL FUND	RECORDS	189.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	64.66
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	63.65
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	63.65-
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	64.66-
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	76.08
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	37.83
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	112.92
	WW SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	16.38
	COFFEE WITH A COP SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	10.91
	OCTMA HOLIDAY LUNCHEON	GENERAL FUND	COMMUNITY OUTREACH	25.00
	TRAFFIC SUPPLIES	GENERAL FUND	TRAFFIC	89.80
	CERT SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	68.25
	EOC DRILL SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	8.39
	EOC DRILL SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	8.39
	EOC DRILL SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	64.51
	EOC DRILL SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	43.68
	K9 FOOD	GENERAL FUND	K-9 UNIT	106.01
	K9 VET CHARGES	GENERAL FUND	K-9 UNIT	195.00
	K9 FOOD	GENERAL FUND	K-9 UNIT	106.01
	APPLE ICLLOUD SUB	GENERAL FUND	COMMUNITY DEVEL ADMIN	2.99
	VOLUNTEER SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	26.85
	VOLUNTEER SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	62.44
	VOLUNTEER SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	83.25
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	152.94
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	56.78
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	198.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	152.03
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	50.00
	CONTRACTOR PKG PERMITS	GENERAL FUND	COMMUNITY DEVEL ADMIN	473.95
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	55.01
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	61.44
	TORRES & LEDONNE TRAINING	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.55
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.36
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.40
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	43.68
	DS HOLIDAY CARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	69.35
	NP POLO EMBROIDERY	GENERAL FUND	COMMUNITY DEVEL ADMIN	360.18
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	42.49
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	817.12
	WW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.09
	RIBBON CUTTING SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	75.14
	RIBBON CUTTING SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.81
	PW UNIFORMS	GENERAL FUND	STREET MAINTENANCE	254.48
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,106.58
	DOOR HANGERS	GENERAL FUND	STREET MAINTENANCE	241.46
	PARK MAINT SIGNAGE	GENERAL FUND	PARK MAINTENANCE	147.49
	OFFICE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	167.16
	DOG PARK BOULDER	GENERAL FUND	PARK MAINTENANCE	591.55
	PARK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	519.63
	DOG PARK PLAQUE	GENERAL FUND	PARK MAINTENANCE	1,649.76
	PARK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	248.99
	PARK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	340.05
	DOG PARK SIGNAGE	GENERAL FUND	PARK MAINTENANCE	1,133.93
	OFFICE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	92.50
	OFFICE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	49.79

WARRANTS 01/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	39.31
	PARK MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,156.79
	OFFICE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	165.37
	OFFICE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	576.59
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	170.67
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	186.63
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	410.04
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,977.08
	DRINKING WATER 12/25	GENERAL FUND	BUILDING MAINTENANCE	294.59
	DRINKING WATER 12/25	GENERAL FUND	BUILDING MAINTENANCE	212.99
	TABLECLOTH DRY CLEAN	GENERAL FUND	ECONOMIC DEVELOPMENT	200.00
	REC BUCKS STICKERS	GENERAL FUND	ECONOMIC DEVELOPMENT	317.45
	GELA SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	104.88
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	7.64
	REC SUPPLIEES	GENERAL FUND	RECREATION ADMINISTRAT	871.07
	E NODA & FARAJIAN TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	60.00
	STAFF HOLIDAY GIFT	GENERAL FUND	RECREATION ADMINISTRAT	1,087.50
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	10.35
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	109.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	43.83
	SPOTIFY SUB	GENERAL FUND	RECREATION ADMINISTRAT	19.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	75.89
	REC HOLIDAY CARDS	GENERAL FUND	RECREATION ADMINISTRAT	202.80
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	54.63
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	34.13
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	63.37
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	69.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	10.60
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	162.86
	ADC SUB	GENERAL FUND	RECREATION ADMINISTRAT	450.00
	REC HOLIDAY CARDS	GENERAL FUND	RECREATION ADMINISTRAT	243.85
	STAFF CPR CONF	GENERAL FUND	RECREATION ADMINISTRAT	3,090.00
	STAFF CPR CONF	GENERAL FUND	RECREATION ADMINISTRAT	2,575.00
	APPLE ICLOUD SUB	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	CONSTANT CONTACT SUB	GENERAL FUND	RECREATION ADMINISTRAT	422.75
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	28.70
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	391.47
	FALL CAMP SUPPLIES	GENERAL FUND	DAY CAMP	132.84
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	276.31
	TRACK FIELD RENTAL	GENERAL FUND	SPORTS	87.45
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	20.75
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	50.39
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	49.72
	SOCCER FIELD RENTAL	GENERAL FUND	SPORTS	145.76
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	972.31
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	218.79
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	110.48
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	3.95
	ADULT SOCCER SUPPLIES	GENERAL FUND	SPORTS	304.50
	CC MAT SERVICE 12/06/25	GENERAL FUND	SPECIAL CLASSES	111.79
	CC MAT SERVICE 12/20/25	GENERAL FUND	SPECIAL CLASSES	111.79
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	30.56
	SERVE LOS AL RENTAL	GENERAL FUND	SPECIAL EVENTS	354.34
	WW SUPPLIES	GENERAL FUND	SPECIAL EVENTS	28.95

WARRANTS 01/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WW SUPPLIES	GENERAL FUND	SPECIAL EVENTS	3.32
	HOLIDAY DECOR CONTEST	GENERAL FUND	SPECIAL EVENTS	660.00
	WW SUPPLIES	GENERAL FUND	SPECIAL EVENTS	222.87
	WW SUPPLIES	GENERAL FUND	SPECIAL EVENTS	20.20
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	31.45
	DONATION DRIVE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	502.46
	REFUND: PARK BOULDER S&H	GENERAL FUND	CAPITAL PROJECTS	672.27-
	CIP 24/25-03 OAK ST PROJEC	GAS TAX	CAPITAL PROJECTS	516.00
	EV CHARGING	AIR QUALITY FUND	GARAGE	38.28
	EV CHARGING	AIR QUALITY FUND	GARAGE	43.47
	LANDSCAPE MAINT EQUIP	GARAGE FUND	GARAGE	764.64
	LANDSCAPE MAINT EQUIP	GARAGE FUND	GARAGE	112.74
	PD VEHICLE TITLE DUPLICATE	GARAGE FUND	GARAGE	27.00
	PD VEHICLE TITLE DUPLICATE	GARAGE FUND	GARAGE	0.54
			TOTAL:	57,526.13
ULINE, INC.	PW LOCKERS	GENERAL FUND	STREET MAINTENANCE	3,408.16
	BLDG MAINT SUPPLIES 11/25	GENERAL FUND	BUILDING MAINTENANCE	1,109.63
			TOTAL:	4,517.79
V & V MANUFACTURING, INC.	POLICE AIDE BADGE	GENERAL FUND	RECORDS	73.13
			TOTAL:	73.13
VECTORUSA	VERKADA CAMERA CLOUD	GENERAL FUND	BUILDING MAINTENANCE	3,075.00
			TOTAL:	3,075.00
VERITONE, INC	ANNUAL RIPA SUB 12/25-12/2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,100.00
			TOTAL:	2,100.00
VERIZON	VEHICLE GPS SVCS 01/26	GENERAL FUND	COMMUNITY DEVEL ADMIN	537.55
			TOTAL:	537.55
VERIZON WIRELESS	CITY CELLPHONES 11/25-12/2	GENERAL FUND	NON-DEPARTMENTAL	2,987.13
			TOTAL:	2,987.13
VESTIS GROUP INC	UNIFORMS RENTAL 09/29/25	GENERAL FUND	STREET MAINTENANCE	115.48
	UNIFORMS RENTAL 12/15/25	GENERAL FUND	STREET MAINTENANCE	181.36
	UNIFORMS RENTAL 12/22/25	GENERAL FUND	STREET MAINTENANCE	104.92
	UNIFORMS RENTAL 12/29/25	GENERAL FUND	STREET MAINTENANCE	104.92
	UNIFORMS RENTAL 01/05/26	GENERAL FUND	STREET MAINTENANCE	104.92
	UNIFORMS RENTAL 01/12/26	GENERAL FUND	STREET MAINTENANCE	104.92
			TOTAL:	716.52
VISUAL EDGE IT, INC.	EPSON PRINTER SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	2,081.24
	PD DESKTOP PRINTERS TAX	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	132.66
			TOTAL:	2,213.90
VOYAGER FLEET SYSTEMS, INC.	FLEET FUEL 12/25	GARAGE FUND	GARAGE	10,390.70
	TAX ADJUSTMENT 12/25	GARAGE FUND	GARAGE	383.36-
			TOTAL:	10,007.34
WEST COAST ARBORISTS, INC.	TREE REMOVAL 11/16-11/30/25	GENERAL FUND	PARK MAINTENANCE	1,560.00
	GRID TREE TRIM 12/25	GENERAL FUND	PARK MAINTENANCE	1,174.00
			TOTAL:	2,734.00
WHITTIER FERTILIZER COMPANY	SEED COVER SUPPLIES	GENERAL FUND	PARK MAINTENANCE	1,294.61

WARRANTS 01/2026

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	SEED COVER SUPPLIES	GENERAL FUND	PARK MAINTENANCE	<u>199.35</u>
			TOTAL:	1,493.96

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===== FUND TOTALS =====
10  GENERAL FUND                945,045.68
20  GAS TAX                     516.00
23  AIR QUALITY FUND            81.75
25  BUILDING IMPROVEMENT        10,584.00
50  GARAGE FUND                 23,101.67
53  TECHNOLOGY REPLACEMENT     61,814.07
54  SELF INSURANCE TRUST        7,453.84
-----
                                GRAND TOTAL:    1,048,597.01
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Retirees Medical Reimbursement

Date: January 1, 2026

Number of Transactions: 12

Total Batch: \$8,702.44

Payroll Recap & Funding

Bi-Weekly Regular 01/02/2026

Payroll Overview

Payroll	Bi-Weekly Regular 01/02/2026		
Pay Date	01/02/2026		
# Employees			142
# Paid Employees			142
# Regular	142		
# Pay Periods			1
Base Compensation Changes			1
New Hires			1
Terminations			1

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD7 UK	3	3	503.01 ^D
Direct Deposits Debited	149	138	270,968.46 ^D
Total			271,471.47
(D) POD7 UKG Payroll Services Admin Debit			-271,471.47
Your Remaining Bank Account Liability			0.00
Vouchers Printed	3		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	95-2133135	88	38,851.31 ^D
MEDI/ER	95-2133135	142	5,438.33 ^D
MEDI/EE	95-2133135	142	5,438.33 ^D
SIT:CA/EE	932-0185-3	80	15,296.91 ^D
Total			65,024.88
(D) POD7 UKG Payroll Services Admin Debit			-65,024.88
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
Colorado Family Support	1	230.76 ^D
Total		230.76
(D) POD7 UKG Payroll Services Admin Debit		-230.76
Your Remaining Vendor Liability		0.00

Total

Total	336,727.11
POD7 UKG Payroll Services Admin Debit	-336,727.11
Total of Your Responsibility	0.00

Recap

POD7 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	12/31/2025	xxxxxxxx8587	230.76
Tax Payment	12/31/2025	xxxxxxxx8587	65,024.88
Empl. Checks SPA	12/31/2025	xxxxxxxx8587	503.01
Empl. Dir. Dep. SPA	12/31/2025	xxxxxxxx8587	270,968.46
Total Debits			336,727.11

--More--

Recap - Continued

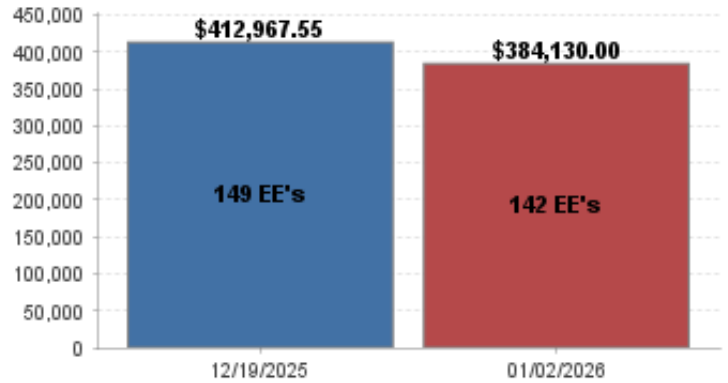
Cash Requirements: xxxxxxxx8587

	\$ Amount
Vendor Payment SPA	230.76
Tax Payment	65,024.88
Empl. Checks SPA	503.01
Empl. Dir. Dep. SPA	270,968.46
Total	336,727.11

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	384,130.00	
ER Deduction	81,739.66	
ER Tax (Offset)	5,438.33	
Check		503.01
ER Tax		5,438.33
Deduction		53,071.98
Tax		59,586.55
ER Deduction (Offset)		81,739.66
Direct Deposit		270,968.46
	471,307.99	471,307.99

Comparison To Last Pay Period - Gross Wages



BENEFITS & WITHHOLDINGS

City of Los Alamitos

Pay Period 12/14-12/27/2025

Check Date:01/02/2026

	<u>Source</u>	<u>Deduction</u>	<u>Vendor</u>	<u>Total Amount</u>	<u>Total Amount (ER)</u>	<u>Total Fund</u>
Employee	AFLAC PostTax	Aflac	\$	65.48	\$ -	\$ 65.48
Employee	AFLAC PreTax	Aflac	\$	81.57	\$ -	\$ 81.57
Employee	CalPers Deferred Comp	Calpers Def Comp	\$	2,738.24	\$ -	\$ 2,738.24
Employee	CalPers Deferred Comp Loan	Calpers Def Comp	\$	158.30	\$ -	\$ 158.30
Employee	CalPers Deferred Comp Roth	Calpers Def Comp	\$	584.33	\$ -	\$ 584.33
Employee / Employer	CalPers MISC EE 8%	Calpers Retirement	\$	5,463.29	\$ 10,988.07	\$ 16,451.36
Employee	CalPers Retirement	Calpers Retirement	\$	481.97	\$ -	\$ 481.97
Employee / Employer	CalPers Retirement MISC EE&ER	Calpers Retirement	\$	8,845.87	\$ 9,085.57	\$ 17,931.44
Employee	CalPers Safety EE	Calpers Retirement	\$	1,492.17	\$ -	\$ 1,492.17
Employee	CalPers Safety EE B4	Calpers Retirement	\$	2,624.29	\$ -	\$ 2,624.29
Employee / Employer	CalPers Safety EE&ER	Calpers Retirement	\$	10,879.12	\$ 11,069.01	\$ 21,948.13
Employer	CalPers Safety ER	Calpers Retirement	\$	-	\$ 12,523.19	\$ 12,523.19
Employee	CalPers Survivors Benefit	Calpers Retirement	\$	66.03	\$ -	\$ 66.03
Employee	Child Support 1	Deducted	\$	230.76	\$ -	\$ 230.76
Employer	Dental Pre-Tax	Delta Dental	\$	-	\$ 1,585.98	\$ 1,585.98
Employee	Employee Voluntary Life	Life	\$	300.43	\$ -	\$ 300.43
Employee	FSA Dependent Care	FSA	\$	192.31	\$ -	\$ 192.31
Employee	FSA Medical Expense	FSA	\$	1,507.76	\$ -	\$ 1,507.76
Employee	ICMA Deferred Comp EE	ICMA	\$	2,286.70	\$ -	\$ 2,286.70
Employer	ICMA Deferred Comp ER	ICMA	\$	-	\$ 958.00	\$ 958.00
Employee	ICMA Loan Repay	ICMA	\$	1,254.95	\$ -	\$ 1,254.95
Employee	ICMA Roth	ICMA	\$	116.70	\$ -	\$ 116.70
Employee	Long Term Disability	LT Disability	\$	99.54	\$ -	\$ 99.54
Employee / Employer	Medical Pre-Tax	Medical	\$	7,480.63	\$ 33,863.82	\$ 41,344.45
Employee	Nationwide Retirement FT	Nationwide	\$	2,987.58	\$ -	\$ 2,987.58
Employee / Employer	Nationwide Retirement PT	Nationwide	\$	1,317.19	\$ 1,317.21	\$ 2,634.40
Employee	Police Officer Dues	Dues	\$	1,442.77	\$ -	\$ 1,442.77
Employee	Teamsters Local 911	Dues	\$	374.00	\$ -	\$ 374.00
Employer	Vision Pre-Tax	Vision	\$	-	\$ 348.81	\$ 348.81
				\$53,071.98	\$81,739.66	\$134,811.64

Payroll Recap & Funding

Bi-Weekly Regular 01/16/2026

Payroll Overview

Payroll	Bi-Weekly Regular 01/16/2026
Pay Date	01/16/2026
# Employees	138
# Paid Employees	138
# Regular	138
# Pay Periods	1
Base Compensation Changes	76
Terminations	1

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD7 UK	3	3	513.87 ^D
Direct Deposits Debited	145	134	256,792.27 ^D
Total			257,306.14
(D) POD7 UKG Payroll Services Admin Debit			-257,306.14
Your Remaining Bank Account Liability			0.00
Vouchers Printed	3		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	95-2133135	92	34,288.53 ^D
MEDI/ER	95-2133135	138	5,132.68 ^D
MEDI/EE	95-2133135	138	5,132.68 ^D
SIT:CA/EE	932-0185-3	79	13,374.36 ^D
Total			57,928.25
(D) POD7 UKG Payroll Services Admin Debit			-57,928.25
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
Colorado Family Support	1	230.76 ^D
Total		230.76
(D) POD7 UKG Payroll Services Admin Debit		-230.76
Your Remaining Vendor Liability		0.00

Total

Total	315,465.15
POD7 UKG Payroll Services Admin Debit	-315,465.15
Total of Your Responsibility	0.00

Recap

POD7 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	01/15/2026	xxxxxxxx8587	230.76
Tax Payment	01/15/2026	xxxxxxxx8587	57,928.25
Empl. Checks SPA	01/15/2026	xxxxxxxx8587	513.87
Empl. Dir. Dep. SPA	01/15/2026	xxxxxxxx8587	256,792.27
Total Debits			315,465.15

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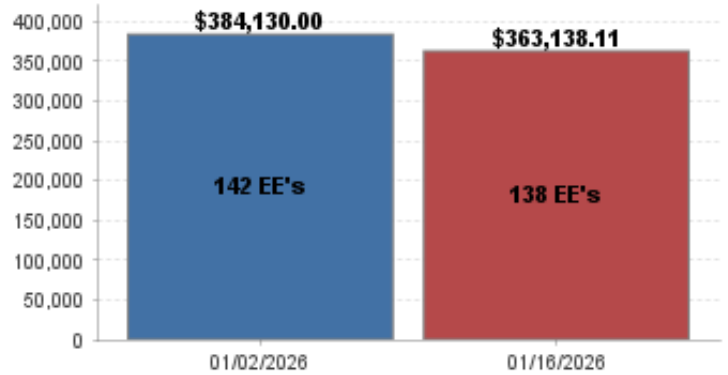
Recap - Continued

Cash Requirements: xxxxxxxx8587	\$ Amount
Vendor Payment SPA	230.76
Tax Payment	57,928.25
Empl. Checks SPA	513.87
Empl. Dir. Dep. SPA	256,792.27
Total	315,465.15

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	363,138.11	
ER Deduction	82,295.38	
ER Tax (Offset)	5,132.68	
Check		513.87
ER Tax		5,132.68
Tax		52,795.57
Deduction		53,036.40
ER Deduction (Offset)		82,295.38
Direct Deposit		256,792.27
	450,566.17	450,566.17

Comparison To Last Pay Period - Gross Wages



BENEFITS & WITHHOLDINGS

City of Los Alamitos

Pay Period 12/28-01/10/2025

Check Date:01/16/2026

<u>Source</u>	<u>Deduction</u>	<u>Vendor</u>	<u>Total Amount</u>	<u>Total Amount (ER)</u>	<u>Total Fund</u>
Employee	AFLAC PostTax	Aflac	\$ 65.48	\$ -	\$ 65.48
Employee	AFLAC PreTax	Aflac	\$ 170.36	\$ -	\$ 170.36
Employee	CalPers Deferred Comp	Calpers Def Comp	\$ 2,634.07	\$ -	\$ 2,634.07
Employee	CalPers Deferred Comp Loan	Calpers Def Comp	\$ 158.30	\$ -	\$ 158.30
Employee	CalPers Deferred Comp Roth	Calpers Def Comp	\$ 617.91	\$ -	\$ 617.91
Employee / Employer	CalPers MISC EE 8%	Calpers Retirement	\$ 5,478.97	\$ 11,019.62	\$ 16,498.59
Employee	CalPers Retirement	Calpers Retirement	\$ 481.97	\$ -	\$ 481.97
Employee / Employer	CalPers Retirement MISC EE&ER	Calpers Retirement	\$ 8,653.80	\$ 8,888.29	\$ 17,542.09
Employee	CalPers Safety EE	Calpers Retirement	\$ 1,492.17	\$ -	\$ 1,492.17
Employee	CalPers Safety EE B4	Calpers Retirement	\$ 2,619.79	\$ -	\$ 2,619.79
Employee / Employer	CalPers Safety EE&ER	Calpers Retirement	\$ 10,834.36	\$ 11,023.45	\$ 21,857.81
Employer	CalPers Safety ER	Calpers Retirement	\$ -	\$ 12,509.50	\$ 12,509.50
Employee	CalPers Survivors Benefit	Calpers Retirement	\$ 66.03	\$ -	\$ 66.03
Employee	Child Support 1	Deducted	\$ 230.76	\$ -	\$ 230.76
Employer	Dental Pre-Tax	Delta Dental	\$ -	\$ 1,585.98	\$ 1,585.98
Employee	Employee Computer Loan	Computer Loan/CASH	\$ 47.92	\$ -	\$ 47.92
Employee	Employee Voluntary Life	Life	\$ 388.92	\$ -	\$ 388.92
Employee	FSA Dependent Care	FSA	\$ 192.31	\$ -	\$ 192.31
Employee	FSA Medical Expense	FSA	\$ 1,507.76	\$ -	\$ 1,507.76
Employee	ICMA Deferred Comp EE	ICMA	\$ 2,286.70	\$ -	\$ 2,286.70
Employer	ICMA Deferred Comp ER	ICMA	\$ -	\$ 958.00	\$ 958.00
Employee	ICMA Loan Repay	ICMA	\$ 1,254.95	\$ -	\$ 1,254.95
Employee	ICMA Roth	ICMA	\$ 116.70	\$ -	\$ 116.70
Employee	Long Term Disability	LT Disability	\$ 99.54	\$ -	\$ 99.54
Employee / Employer	Medical Pre-Tax	Medical	\$ 7,480.63	\$ 34,603.75	\$ 42,084.38
Employee	Nationwide Retirement FT	Nationwide	\$ 2,987.58	\$ -	\$ 2,987.58
Employee / Employer	Nationwide Retirement PT	Nationwide	\$ 1,352.65	\$ 1,352.66	\$ 2,705.31
Employee	Police Officer Dues	Dues	\$ 1,442.77	\$ -	\$ 1,442.77
Employee	Teamsters Local 911	Dues	\$ 374.00	\$ -	\$ 374.00
Employer	Vision Pre-Tax	Vision	\$ -	\$ 354.13	\$ 354.13
			\$53,036.40	\$82,295.38	\$135,331.78

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING

January 20, 2026

1. CALL TO ORDER

The City Council met in Regular Session at 6:00 p.m., Monday, January 20, 2026, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

Present: Council Members: Hibard, Loe, Nefulda
Mayor Pro Tem Doby, Mayor Hasselbrink

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Barbara Biscocho, Finance Manager
Michael Claborn, Chief of Police
Craig Covey, Division Chief of Orange County Fire Authority
Michael S. Daudt, City Attorney
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Emeline Noda, Rec. & Com. Svcs./Intergovernmental Affairs
Director
Ron Noda, Assistant City Manager/Dev. Services Director
Windmera Quintanar, MMC, City Clerk/Director of
Communications
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Mayor Doby will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Nefulda will give the Invocation.

5. PRESENTATIONS

Mayor Doby presented awards as listed.

A. Presentation to Marilyn Bates for her Generous Donation Towards the new Electric Vehicle Transportation Program

B. Recognition of Taboon Mediterranean Express for Being Featured as the January 2026 Mayor's Business Spotlight

C. Presentation of Certificate to Matthew Lightner, Management Analyst, in Recognition of Being Named the Los Alamitos Employee of the Quarter

City Manager Simmons spoke regarding Mr. Lightner's service and presented him with certificates.

D. Presentation by Executive Director Howard Kummerman Regarding the Cypress College Americana Awards

Mr. Kummerman gave a presentation and introduced Los Alamitos' honoree Debbie Kent. Ms. Kent spoke briefly.

6. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

Mayor Doby opened Oral Communications.

Rodrigo Rodrigues spoke regarding his new business, Fresh Yard Scoop.

Mayor Doby closed Oral Communications.

7. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

Mayor Doby spoke regarding attendance at.... 6:26 p.m.

8. UPDATES FROM THE CITY STAFF

At this time, City Staff may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide direction to Staff to place an item on a future agenda.

City Manager Simmons stated he has been appointed as the Orange County City Manager Association representative to the Association of California Cities – Orange County Board and stated he would be giving a presentation to the Orange County Council of Governments Board of Directors in February.

Recreation and Community Services/Intergovernmental Affairs Director Noda spoke regarding the upcoming events Race on the Base and Weekend of Art, and encouraged the community to use the Los Al Link.

9. **WARRANTS**

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from December 1, 2025 to December 31, 2025.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council ratified the Warrants from December 1, 2025, to December 31, 2025, for \$2,411,219.02.

ROLL CALL

Mayor Doby	Aye
Mayor Pro Tem Nefulda	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	Aye
Council Member Loe	Aye

10. **CONSENT CALENDAR**

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

Motion/Second: Hibard/Nefulda

Unanimously Carried: The City Council approved the following Consent Calendar items:

A. Approval of Minutes (Administration)

Approved the City Council Regular minutes of November 16, 2025, and December 15, 2025.

B. 2026 Budget Calendar (Finance)

This report seeks to establish the 2026 Budget Calendar.

The City Council approved the budget calendar for 2026.

C. Request for Proposals for Comprehensive Banking Services (RFP 2026-01) (Finance)

The City of Los Alamitos is requesting proposals from qualified public depositories (a state or national bank located in California, as defined by Section 53635.2 of the California Government Code) to provide comprehensive banking services.

The City Council approved the issuance of the Request for Proposals for Comprehensive Banking Services (RFP 2026-01).

D. Agreement with Los Alamitos Youth Baseball (Recreation)

This item recommends approval of an agreement with Los Alamitos Youth

Baseball (LAYB) to coordinate recreational sports programs and events at Sunburst Field located at 4370 Farquhar, Los Alamitos, CA 90720, for expanded recreational programs and events.

The City Council authorized the City Manager to sign a one-year contractual agreement, in a form approved by the City Attorney, with Los Alamitos Youth Baseball (LAYB) for coordination services and management of recreational sports programs and events at Sunburst Field from January 1, 2026, to December 31, 2026.

E. Joint Use Agreement with the Los Alamitos Unified School District (Recreation)

This item recommends approval of an amended and restated Joint Use Agreement with Los Alamitos Unified School District (LAUSD) for the site containing Oak Middle School Gym and the City Community Center Building.

The City Council authorized the Mayor to sign the Amended and Restated Joint Use Agreement with Los Alamitos Unified School District for the ongoing use of the District Gym, and the rights and obligations related to the City Community Center and Site (Oak Middle School).

F. Award of Bid to Hardy and Harper, Inc. for the Oak Street Improvement Project (CIP 24/25-03) (Development Services)

This item recommends award of a bid to begin the street improvements on Oak Street, CIP 24/25-03. The City of Los Alamitos proposes to grind and overlay asphalt streets and repair damaged concrete as part of the City's ongoing pavement management program.

The City Council:

1. Awarded a construction contract for the Oak Street Improvement Project (CIP 24/25-03), in the amount of \$364,332.00 to Hardy and Harper, Inc.; and,
2. Authorized the Mayor to execute the contract with Hardy and Harper, Inc. for the Oak Street Improvement Project; and,
3. Authorized the City Manager to approve construction change orders as needed in an amount not to exceed the contingency reserve of 15% (\$54,649.80).

G. Notice of Completion (NOC) for Soroptimist Park Improvement Project (CIP 24/25-08) (Development Services)

This item recommends that the City Council accept the Soroptimist Park Improvement Project (CIP 24/25-08) as complete.

The City Council:

1. Accepted the completion of construction by Western State Builders, Inc. for the Soroptimist Park Improvement Project (CIP 24/25-08); and,
2. Authorized the City Clerk to record the Notice of Completion with the Orange County Recorder's Office; and,
3. Authorized Staff to release the 5% retention to the contractor, to Western State Builders, Inc., in the amount of \$9,544.00, up to thirty-five (35) days after recording of the Notice of Completion.

H. Notice of Completion (NOC) for Community Center Acoustic Sound Panel Installation Project (Development Services)

This item recommends that the City Council accept the completion of the Community Center Acoustic Sound Panel Installation Project. The project included the procurement and installation of acoustic wall panels in Activity Rooms 1, 2, and 3 of Community Center 1 to improve sound quality, reduce reverberation, and enhance overall usability of the space.

The City Council:

1. Accepted the Notice of Completion for the Community Center Acoustic Sound Panel Installation Project as completed by the KYA Group; and,
2. Authorized the City Clerk to record the Notice of Completion with the Orange County Recorder's Office; and,
3. Authorized staff to release the retention to the contractor, KYA Group, in the amount of \$3,320.09, up to thirty-five (35) days after recording of the Notice of Completion.

11. COUNCIL ANNOUNCEMENTS

At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide Staff direction to report back or to place the item on a future Agenda.

Council Member Loe and Mayor Pro Tem Nefulda stated there was nothing to report.

Council Member Hibard spoke regarding America celebrating 250 years.

Council Member Hasselbrink spoke regarding Orange County Fire Authority Chief Fennesy's retirement, attendance at the Budget Standing Committee, Association of California Cities – Orange County Board installation, and participation in the Cal-Cities webinar.

12. ADJOURNMENT

The City Council adjourned at 6:38 p.m. to Monday, February 9, 2026.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING

January 29, 2026

1. CALL TO ORDER

The City Council met in Special Session at 12:08 p.m., Monday, January 29, 2026, in the Council Chamber located at Fairfield by Marriott Inn & Suites – Aviation Room, 10650 Los Alamitos Blvd, Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

Present: Council Members: Hibard, Loe, Nefulda
Mayor Pro Tem Doby, Mayor Hasselbrink

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Michael S. Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Rec. & Com. Svcs./Intergovernmental Affairs Director
Ron Noda, Assistant City Manager/Dev. Services Director
Windmera Quintanar, MMC, City Clerk/Director of Communications

3. INTRODUCTION

City Manager Simmons provided an introduction and overview of the plans for the day.

4. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak about any item described on the agenda prior to the Council's consideration of that item. Pursuant to the Brown Act Section 54954.3 (b), remarks are limited to items described in the notice for the meeting. Remarks are to be limited to not more than three minutes per speaker.

City Clerk Quintanar advised that no one was present wishing to speak.

5. CONTEXT FOR STRATEGIC PLANNING WORKSHOP

B. Summary of Consultant's Full Report

Marie Knight, Marike Knight Solutions, led a discussion with Staff and the City Council regarding the findings from the one-on-one interviews with Council.

A. Executive Team Presentations by Department

Chief Claborn, Director Noda, Assistant Director Koehler, and Assistant City Manager Noda presented Department achievements and upcoming challenges.

6. DISCUSSION OF CITY COUNCIL GOALS AND OBJECTIVES

The City Council will discuss goals for 2026 and 2027, taking into consideration staff presentations and the consultant's report. The consultant will facilitate a structured discussion to develop an actionable plan to guide the City of Los Alamitos in the coming years.

Ms. Knight led a discussion of the top priorities with the Staff and the Council. City Manager Simmons indicated that Staff would meet to discuss implementation of the goals and objectives discussed and would bring back a formal plan to Council for adoption at a regular meeting.

7. ADJOURNMENT

The City Council adjourned at 5:14 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanra, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 9, 2026

ITEM NUMBER: 10B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Resolution No. 2026-01 - Annual Update of the Records Management Program

SUMMARY

In October 2015, the City Council adopted the Citywide Records Management Program. As part of this program, a dedicated Records Management Day was established, along with annual updates to the records retention schedule. This item proposes revisions to the existing policy to strengthen and ensure the continued success of the Records Management Program.

RECOMMENDATION

Adopt Resolution 2026-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2025-03 IN ITS ENTIRETY".

BACKGROUND

Records management is the systematic control of the creation, acquisition, processing, use, protection, storage and final disposition of all recorded information required by the City to conduct its business effectively. It involves assembling and managing the correct information. The primary concern is the efficient, effective, and economic management of information. Records management is more than just retention schedules and destruction. It is the proper management of records throughout the entirety of their life cycles.

The annual review and adoption of the Records Management Program ensures the continued effectiveness of a program designed to improve staff efficiency, allocate limited resources appropriately, and maintain compliance with legal, administrative, and fiscal retention requirements. It is important to note that the Records Retention Schedule is not an inventory of all records currently held by the City; rather, it lists a wide variety of record types commonly used in local government practices. As required by the Records Management Program, the City Clerk annually reviews and proposes amendments to the Program for approval by the City Attorney and City Council.

DISCUSSION

Since the adoption of the Records Management Program in 2015, staff have actively identified and purged obsolete records to maintain compliance and efficiency. The most recent Annual Records Management Day was held on October 13, 2025. On this day, City Hall is closed to the public, allowing staff to dedicate their full attention to records management. This process is

detail-oriented and labor-intensive, and the ability to work uninterrupted has been well-received by staff.

In conjunction with Records Management Day, the staff holds a free Community Paper Shredding event for the public. The public was allowed to bring up to 4 bankers' boxes of records for on-site shredding. The event lasted three hours. Public participation was lower than in previous years, which may be attributed to the addition of paper shredding services during the Spring Neighborhood Clean-Up earlier in the year. Staff will continue to monitor participation levels to determine whether this remains a valuable community service.

The City Clerk's Office made minor formatting changes throughout the policy. The only significant addition was the creation of a category for Workplace Violence, as required by new State legislation. The City Clerk's Office and City Attorney have reviewed the changes and the required retention of all records and have found them to be in compliance with applicable statutes.

FISCAL IMPACT

There is no cost to continue the implementation of this policy.

- Attachment:
1. Resolution No. 2026-01- Records Management Program
 2. Exhibit A - Policy
 3. Exhibit B - Retention Schedule
 4. Exhibits C-E - Forms

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2025-03 IN ITS ENTIRETY

WHEREAS, the City wishes to establish policies and procedures under a Records Management Program to control the orderly creation, utilization, maintenance, retention, preservation, and disposition of City records based on State and Federal statutes governing public records; and,

WHEREAS, the City wishes to ensure that a responsible program of records management is practiced and documented from creation to disposition in accordance with the law and in the best interest of the City and the general public; and,

WHEREAS, the objectives of the Records Management Program include:

- Efficient information retrieval
- Transfer of inactive records from high-cost office space to low-cost storage or an electronic media imaging system, thus reducing filing equipment and increasing valuable office space
- Orderly destruction of records no longer required by statute to be retained, and which are no longer needed for administrative, operational, legal, fiscal, or historical purposes, in accordance with the Records Retention Schedule
- Preservation of records with long-term or permanent value
- Protection of records vital to the City in the event of a disaster
- Elimination of duplicate records

WHEREAS, Section 34090 of the Government Code of the State of California requires permanent retention of certain records and authorizes the destruction of others after stated periods of time on established terms and conditions; and,

WHEREAS, on October 19, 2015, the City Council adopted Resolution 2015-30, which established the Records Management Program; and,

WHEREAS, the City Council finds it desirable to update the City's Records Management Program annually; and,

WHEREAS, the Records Management Program has been updated annually and was last updated on February 18, 2025, via Resolution No. 2025-03.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS
DOES RESOLVE AS FOLLOWS:**

SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct.

SECTION 2. Columbus Day is hereby recognized as Records Management Day. City facilities will be closed to the public to allow Staff to work on Records Management.

SECTION 3. The City Council does hereby adopt the Records Management Program, attached hereto as Exhibit A, which shall supersede and replace any and all records management programs adopted by prior resolution of the City Council.

SECTION 4. The City Council does hereby repeal Resolution No. 2025-03

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 9th day of February, 2026.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 9th day of February, 2026, by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk



RECORDS MANAGEMENT PROGRAM

Policy and Procedures

Administered by the City Clerk's Office
Approved by the City Council on February 9, 2026
Resolution 2026-01 – Exhibit A

CITY OF LOS ALAMITOS

RECORDS MANAGEMENT POLICY & PROCEDURES

California Public Records Act: In enacting Chapter 6250 et seq. of the Government Code, “the Legislature, mindful of the right of individuals to privacy, finds and declares that access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in this State.”

1. PURPOSE

To establish policies and procedures under a Records Management Program to control the orderly creation, utilization, maintenance, retention, preservation, and disposition of City records, based on State and Federal statutes governing public records.

To ensure that a responsible program of records management is practiced and documented from creation to disposition in accordance with the law and in the best interest of the City and the general public.

2. REFERENCES

Including, but not limited to: California Government Code Sections 6250 et seq. (Public Records Act), 12236, 34090, 34090.5, 34090.6, and 34090.7 (See Records Retention Schedule – Legal Citation Reference List). “Govt. Code” shall hereinafter refer to the California Government Code.

3. POLICY STATEMENT

Policies and procedures, under the supervision and administration of the City Clerk’s Office, are hereby established for the coordination, administration and implementation of the Records Management Program, under which City records are retained for administrative, operational, legal, fiscal, historical or research purposes.

The City Clerk’s Office will distribute the Records Management Policy and Procedures document to all Department Directors and each Department records coordination. Each Department Director is responsible for ensuring that the records under his/her control are maintained and destroyed in accordance with the Policy. The Policy shall be revised as necessary to meet legal and administrative requirements.

4. OBJECTIVES

The Objectives of the Records Management Policy are:

- 4.1** Meet legal standards for public examination, protection, storage and retrieval of records.
- 4.2** Efficient information retrieval.

- 4.3** Transfer of inactive records from high-cost office space to low-cost storage or an electronic media imaging system, thus reducing filing equipment and increasing valuable office space.
- 4.4** Orderly destruction of records no longer required by statute to be retained, and which are no longer needed for administrative, operational, legal, fiscal, or historical purposes, in accordance with the Records Retention Schedule.
- 4.5** Preservation of records with long-term or permanent value.
- 4.6** Protection of records vital to the City in the event of a disaster.
- 4.7** Elimination of duplicate records.

5. APPLICABILITY

Records policies apply to all records, whether that are maintained in hard (paper) copy, electronically, or in some other fashion. Each department shall develop, implement, maintain, and adhere to a records management plan appropriate for the particular records it maintains, in cooperation with the office of the City Clerk.

The City is subject to a range of statutes and rules regarding record retention and disclosure.

6. RESPONSIBILITIES

6.1 City Clerk

The City Clerk is responsible for developing, coordinating, and administering policies and procedures for the implementation of the Records Management Program, and to provide assistance to Department Records Coordinators.

To perform this function, the City Clerk and/or his/her designee shall, on an on-going and periodic basis:

- Create, maintain and distribute the necessary forms to implement the Records Management Program.
- Develop and maintain a retention and disposition schedule for all City records, including the preparation of any amendments as dictated by statute or administrative policy. Submit proposals for any scheduled amendments to the City Attorney and City Council for approval via a Council Resolution.
- Maintain a current inventory and index of records transferred to the Records Center for storage. Coordinate the transfer of records from department office areas to the Records Center.

- Establish guidelines and coordinate periodic reviews of City records to determine which records are eligible for destruction in accordance with the Records Retention Schedule and subject to the approval of the Department Director, City Clerk, and City Attorney.
- Coordinate with all City Departments, on a routine basis, the timely destruction of obsolete records according to the procedures herein. Certify and document that records have been destroyed. Certificates of Destruction shall be permanently kept on file with the office of the City Clerk.
- Oversee the special handling of confidential, historical, and essential records, and ensure the safety of Vital Records in the event of a disaster.
- Maintain accurate and timely electronic databases and a uniform filing system of all legislative actions affecting the creation, utilization, maintenance, retention, preservation and disposition of City records, in order to efficiently track and retrieve City records.
- Respond to records requests by City staff in an efficient and timely manner.
- Respond to public records requests and subpoenas for public records in accordance with law.

6.2 City Departments

- Each Department Director is responsible for designating a qualified Department Records Coordinator, who shall serve on the Records Management Committee.
- Each Department Director or his/her designee is responsible for maintaining a reliable and accurate filing system to ensure the efficient maintenance, retrieval and disposition of the records under his/her control.
- Each Department Director or his/her designee is responsible for ensuring that obsolete records under his/her control are destroyed in a timely manner, and authorizing the destruction, in accordance with the policies and procedures stated herein.
- Each Department Director or designee is responsible for submitting a request for any suggested revisions to its Records Retention Schedule, to the City Clerk who will review the request and submit a recommendation to the City Attorney and City Council.

- Each Department Records Coordinator is responsible for maintaining and controlling the disposition of records.

7. IDENTIFYING RECORDS

The simplest way to identify if material is a record is to consult the City's Retention Schedule. If the material in question is identified on the schedule, records coordinators are obligated to maintain the record in accordance with the schedule. One of the most challenging aspects of records management can be determining if a document or media is a record when it is not identified on the schedule. If it is unclear if the material is a record or if it is clear that the material is a record, but is not included on the schedule the coordinator should contact the City's Record Manager for additional assistance.

7.1 What is a Record?

Some records, because of their enduring administrative, fiscal, legal or historical value, should be permanently retained. These records require that special care and consideration be given to their storage conditions and enduring preservation. Examples of permanent records include meeting minutes from Brown Act governed bodies; resolutions, and ordinances. Most records do not have values that warrant their permanent preservation. Those records with short-term value should, upon reaching the end of the retention period, be destroyed.

Records are any writing or recording that contains information related to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristics. "Regardless of physical form" means that video, audio files and data in a computer system used to conduct business are also records.

7.2 Non-Records

Even though records include a broad spectrum of recorded information, not all information held by the City is a record. Transitory Communications (routine correspondence not integrally related to City business) such as texts, instant messaging, and voice mail messages that are temporary or of a brief duration are not records. Additional guidelines for emails and use of personnel devices are covered in Administrative Regulation 7.1, Telecommunications Policy.

Non-records do not require retention scheduling or destruction authorization or reporting. To control excessive accumulation, it is necessary to keep only current, useful materials and to destroy non-records immediately after needs have been satisfied. Staff should take care not to file non-records with records.

Examples of non-records include the following materials:

- Identical copies of documents maintained in the same file
- Blank forms

- Extra copies of printed or processed materials
- Superseded manuals and other directives (maintained outside the office of record)
- Routine messages not integral to City business of a brief duration such as texts, instant messaging, and voicemails
- Materials received from other agencies, people, or businesses that require no action
- Catalogs, trade journals and other publications or papers received from government agencies, commercial firms or private institutions that require no action and are not part of an action case record

8. STORAGE OF RECORDS

The City of Los Alamitos is committed to effective records management and appropriate utilization of City resources. Proper storage of records in all states of a record's lifecycle, regardless of format, aids in the allocation of space and reduces liability and cost to the organization. City records should only be stored on approved devices and in appropriate storage locations.

8.1 Electronically

State laws generally preclude the destruction of a public record less than two years old unless the record has been reproduced in some manner, properly stored, and is available for public disclosure to the same extent as the original. Accordingly, the Electronic Media Imaging System (EMIS) shall be the official repository used to retain and store electronic copies of City records. Use of any other system or device to store electronic copies in lieu of an original, must be approved by the City clerk prior to destruction of the original record. No page of any record shall be destroyed if the page cannot be reproduced electronically with full legibility. Every irreproducible page shall be preserved in a manner that shall afford easy reference for the retention period set forth in the retention schedule. Every reproduction made pursuant to this section shall be deemed an original record.

8.1.1 EMIS Storage Medium

The City recognizes the EMIS as the official electronic repository of the City. This system complies with requirements regarding electronic record storage as set forth in section 34090.5 of the California State Government Code. Records stored or transferred to the EMIS are eligible for destruction 30 days after entry in the EMIS with no further approval required provided the following criteria is met.

1. Department Records Coordinator identifies records that are imaged and stored in a medium other than the EMIS and are also stored in the EMIS.
2. The Department Records Coordinator confirms that quality control process is completed as outlined in the City's Imaging Policy and Guidelines for City Records (administered by the City Clerk's Office and adopted by Administrative Regulation) on designated records and that

30 days has elapsed from entry in the EMIS.

3. The Department Records Coordinator destroys the records as outlined in the City's record retention schedule.

8.2 Offsite

The City will make every effort to avoid storing records in offsite storage facilities. Whenever possible, records will be held in the department responsible for the document (Office of Record) in their original form or stored in the EMIS.

8.3 Duplicate Records

When a duplicate of an official record exists, it may be destroyed at the discretion of the department director when the original record is on file electronically in the EMIS or in original format in the Office of Record, without further authorization from the City Clerk or City Attorney.

8.4 Records Disposition

Record disposition applies to all records, regardless of the physical form or location of the record. At the conclusion of a records retention period, the record shall be disposed of in accordance with this policy.

9. REQUIRED FORMS

The following forms are to be utilized by all City Department Directors or their designees in order to efficiently and accurately identify, inventory, transfer to storage, retrieve, and destroy records under his/her control: (Each form, including instructions, is attached hereto.)

9.1 Records Retention Schedule (Exhibit B)

This form governs the mandatory disposition of City records by indicating the minimum length of time records shall be maintained in the office and in storage, and the time period after which they may be destroyed.

The Retention Schedules are created by the Office of the City Clerk based on a detailed examination of the Records Inventory & Identification Forms, and interviews with each department to determine the legal, vital, administrative, or historical value of the records. Applicable codes and statutes are referenced to determine the required retention period. Retention schedules and amendments thereto are approved by the City Attorney, City Clerk and Department Head, and authorized by City Council resolution.

9.2 Records Inventory & Identification Form (Exhibit C)

This form is used to collect the inventory and appraisal information needed to develop retention periods for public records under the control of each City Department. The records inventory is a detailed review of the quantity, type, function, and organization of records by category or record "series". This

information is used by the Office of the City Clerk to research and apply the retention periods to each record “series” per legal and/or administrative requirements. When more than one legal citation applies to a particular record, the longest retention period shall apply. Once completed, the inventory forms are retained by the Office of the City Clerk.

9.3 Request for Amendment to Records Retention Schedule Form (Exhibit D)

This form is used when any change is needed in the Records Retention Schedule. It is completed by the requesting department and reviewed by the City Clerk or his/her designee. Each “Request for Amendment to Records Retention Schedule” form is then submitted to the City Attorney and City Clerk for approval and must be authorized by City Council resolution. The City Clerk or his/her designee will initiate and coordinate a periodic review of all department Retention Schedules to ensure compliance with legal requirements.

9.4 Authority to Destroy Obsolete Records Form (Exhibit E)

This form is prepared by the department wishing to destroy records. The City Clerk or his/her designee reviews the form and forwards it to the City Attorney for approval. Once approved by the City Attorney, the records are destroyed. The form is then signed by the department verifying destruction and returned to the Office of the City Clerk for permanent retention.

10. DISPOSITION OF RECORDS

As provided by Govt. Code Section 34090, upon the request of the Department Head and with the written consent of the City Attorney and the City Clerk, the records identified in the Records Retention Schedule are authorized to be destroyed on an on-going basis in accordance with the retention periods described therein without the necessity of a specific resolution of the City Council.

10.1 Procedure

The Office of the City Clerk shall be responsible for scheduling and coordinating with all City Departments the destruction of records on an annual basis. The appropriate forms will be distributed to all City Departments in order to document the records to be destroyed.

It shall be required that the Department Head, City Attorney, City Clerk and Records Management Coordinator authorize and sign each “Authority to Destroy Obsolete Record” form prior to the records being destroyed.

NOTE: It is imperative that all signatory staff review the requests for Authority to Destroy Obsolete Records carefully to determine whether the records listed are involved in litigation or if there is an administrative and/or operational requirement that may require a temporary extension of the retention period.

Records deemed to be confidential in nature shall be shredded. All other records shall be removed from their locations for secure destruction.

The Department Director in control of the records and City Clerk or his/her designee shall certify each and every destruction of records. The City Clerk or his/her designee shall maintain a permanent record of all destroyed records and destruction certifications.

10.2 Exceptions

In accordance with Government Code Section 34090, the City is not authorized to destroy the following City records:

- Records affecting the title of real property or liens thereon.
- Court records (unless the originals are maintained by a court of law).
- Records required to be kept by statute.
- Records less than two years old.
- The minutes, resolutions, or ordinances of the City Council or the City's Boards or Commissions.

11. VITAL RECORDS PROTECTION

Vital Records contain information necessary for the City to resume operations after a disaster. Each Department Director is responsible for identifying the Vital Records under his/her control and ensuring that the Vital Records are maintained according to the following procedures:

- All Vital Records shall be stored in a secure, safe and controlled environment, to protect the records from theft or damage (i.e. vault or Records Center).
- Vital Records that are in use but are required to be kept in a secured area, should be returned to the secured area at the end of each workday. Vital Records should not be allowed to accumulate on desks or in unprotected areas.
- The Information Technology Division shall back up the City's Servers, and imaged records each business day in accordance with procedures established with the Administrative Services Director. The backup copy will be stored at an off-site location to be used for recovery if necessary. The address of the off-site location is on file with the City Clerk's office.

12. DEFINITIONS

Agency

State Agency: Means every state office, officer, department, division bureau, board and commission, or other state body or agency, except courts and the Legislature.

Local Agency: Includes a county, city, school district, or any board, commission

or agency thereof, other local public agency, or entity that is a legislative body of a local agency pursuant to subdivision (c) and (d) of Govt. Code Section 54952.

Duplicate Records

Copies or reproductions of original records, whether or not the same physical form as the original, which are retained for personal reference or for operational requirements. (Note: a copy is considered an “original” if the original cannot be located.)

Electronic Media Imaging System (EMIS)

In accordance with Govt. Code Section 34090.5, any process or system where City records are photographed, micro graphed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data-processing system, recorded on optical disk, reproduced on film, optical disk, or any other medium that is a “trusted system” and that does not permit additions, deletions, or changes to the original document.

“Trusted System”: Per Govt. Code Section 12168.7, a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored.

Inactive Records

Records more than two years old, which are accessed infrequently but may continue to have administrative, operational, legal, fiscal, or historical value in carrying out City business. Inactive Records may be stored off-site, and shall be destroyed in accordance with the City Records Retention Schedule.

Permanent Records

Original records required to be maintained permanently according to law, regardless of whether the record is converted to an electronic media (i.e. magnetic surface, optical disk, etc.). Permanent Records may include, but are not limited to, records affecting the title of real property or liens thereon; court records; records required to be kept by statute; records less than two years old; and minutes, resolutions, or ordinances of the City Council or of its Boards and Commissions.

Person

Includes any natural person, corporation, partnership, limited liability company, firm, or association.

Public Record

Any writing containing information relating to the conduct of the City’s business, prepared, owned, used or retained by the City, regardless of physical form or characteristics (Govt. Code Section 6252(e)).

Records Management Committee

An administrative committee consisting of designated representatives from each City department (Department Records Coordinators) and the Records Management Staff; created for the purpose of administering and coordinating the Records Management

Program. Department Records Coordinators are designated by department directors to maintain and control the disposition of records in the respective departments.

Records Management Program

A system for the creation, utilization, maintenance, retention, preservation, and disposition of City records.

Records Management Staff

All City Employees and City Attorney.

Record's Manager

The City Clerk or his/her designee.

Records Retention Schedule (Exhibit B)

A schedule identifying the records maintained by each City department by class or "series", and specifying, in accordance with statutory and administrative requirements, the period of time records must be retained before they may be destroyed.

Subpoena duces tecum

(also called a subpoena for production of business records if documents are sought before trial) requires the person or entity that is served to gather and produce certain records or documents identified in the subpoena. A subpoena may call for both personal attendance at trial/deposition and the production of records. Failure to obey a subpoena is a contempt of court and can result in sanctions imposed by the court, including a fine.

Transitory Communications

Routine correspondence or other documents having short-term value and which are (1) not an integral part of administrative or operational records, (2) not required to sustain administrative or operational functions, (3) not regularly filed under a standard records classification system, (4) not required to meet statutory obligations, and (5) recorded only for the time required for completion of actions or ongoing records associated with them.

Vital Records

Records containing information essential for the City to resume operation after a disaster; records containing information regarding claims to present or future income; records necessary to protect the City against fraud or overpayment; and records furnishing data on current assets, equipment, securities and real estate. Vital Records may include, but are not limited to, current financial statements, ledgers, property deeds, leases, contracts, permits, licenses, original plans and specifications for City streets and facilities, ordinances, resolutions, and minutes of the City Council, Commission and Committee meetings.

Writing

Means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created regardless of the manner in which the record has been stored.

EXHIBITS

Exhibit B – Records Retention Schedule

Exhibit C – Records Inventory & Identification Form

Exhibit D – Request for Amendment to Records Retention Schedule Form

Exhibit E – Authority to Destroy Obsolete Records Form

City of Los Alamitos Records Retention Schedule

GENERAL RECORDS

Schedule A

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Agreements	Agency/Dept. Head-approved	Contracts entered into by the City relating to goods, services, legal settlements, and programs	Expiration date	4 years	Code of Civil Procedures Sec. 337.2; GC 34090 et seq.	City Clerk
	Certificates of Insurance	As required by City policies and/or contracts. Stored electronically in the City's document repository.	Date received	Permanent	Gr 34090 et seq. Upon advise of insurance adjuster.	City Clerk
Budget	Budget Backup Documentation	Budget forms and other support documents	Adoption date	2 years	GC 34090 et seq.	Originating Dept.
	Fees Documentation	Budget forms used to justify setting or increasing City Fees				
City Boards and Commissions	Agenda	Meeting Agendas	Meeting date	2 years	GC 34090 (d); 34090.5	Originating Dept.
	Minutes	Meeting Minutes		Permanent	GC 34090 (e)	City Clerk
Correspondence	Council Request	Forms used by the Council to request information and/or certain Staff actions	Request date	2 years	GC 34090 et seq.	Originating Dept.
	General Correspondences	"Loose" correspondences that cannot be legitimately attached to some major record series such as Agreement or Project	Date	2 years	GC 34090 et seq.	Originating Dept.
Complaint Files	Personnel	Complaints about customer services, employees, employee actions or employee conduct	Resolution of Complaint	5 Years	EVC 1045, GC 12946, PC 801.5,	Personnel
	Operations	Complaints about customer service, maintenance, repairs, or materials	Resolution of Complaint	3 years	CCP 338, 342, GC 945.6	Receiving Department
Emails	City emails saved on server	All email communication saved on server	Receipt date	1 year	GC 34090 et seq.	IT
General	Records not specifically listed <i>*requires review by the City Clerk and City Attorney</i>	Any writing or recording that contains information related to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristics	Date of record	2 years	GC 34090 et seq.	Originating Dept.
Payroll	Exception Sheets	Forms to change labor expenditures to applicable Fund and Activity other than home account	Date prepared	3 years	GC 34090 et seq.	Payroll
	Leave of Absence (Except Medical Leaves; see Personnel Services Schedule)		Pay Period date	2 years		Payroll
Projects	General Project Files	Project files including correspondence, reports, and relevant back-up documentation	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Logs	General Logs Books or Files	Detailed log of documents	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Memos	Memo	City Manager's Weekly Memo, etc.	Distribution date	2 years	GC 34090 et seq.	Originating Dept.
Policies	Administrative Rules and Regulations	Policies, procedural directives and manuals developed by the City to govern internal management functions	Creation date	Until Superseded	GC 34090 et seq.	City Clerk
	Procedure Manuals	Position specific manuals, etc.	Creation date	Until Superseded	GC 34090 et seq.	Personnel
Press Releases	Press Release	City wide Press-releases, Facebook posts, and website updates	Post date	2 years	GC 34090 et seq.	Originating Dept.

City of Los Alamitos Records Retention Schedule

GENERAL RECORDS

Schedule A

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Publications	Publications produced by the City and made available to the public.	May include newsletters, pamphlets, brochures, leaflets, reports, studies, proposals, and similar published records.	Publication date	2 years	GC 34090 et seq.	Originating Dept.
Recordings of telephone and Radio Communications	Audio Recordings (excluding Police Department)	Routine daily taping and recording of telephone communications and all radio communications relating to the operations of the Departments	Recording date	6 months	GC 34090.6 (a)	Originating Dept.
Reports	Travel Request Reports, Payroll, Accounts Payable	Original Copies in Finance; Duplicate copies in respective Departments	Date prepared	2 years	GC 34090 et seq.	Finance
Routine Video Recordings	Video Recordings (excluding Police Departments)	Video or electronic imaging system designed to record the regular and ongoing operations of the Departments, including in-car video systems, jail observation and monitoring systems, and building security taping systems	Recording date	1 year	GC 34090.6 (a)	Originating Dept.
Surveys and Questionnaires	City issued surveys and questionnaires.	Records related to data collection. May include notes or papers used to develop survey tools, data collection tools, results or analysis or collected data and reports.	Date completed	2 years	GC 34090	Originating Dept.
Transitory Communications	Temporary files used solely for the purpose of transmitting and routing conversation and/or communicative information.	May include but is not limited to email, email subscriptions, spam, instant messaging, text messaging, and voicemail.	Date received	Not to exceed 60 days		Originating Dept.

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Abatements	Abatement of various undesirable conditions	Files on dangerous buildings garbage, trash and weed abatement, public nuisances and other related Council actions including correspondences and request for action	Folder year date	Hardcopy - 2 years, Laserfiche imaging - Permanent	GC 34090 et seq.; 34090.5; see Agenda	City Clerk
Administration	City Identification	Articles of Incorporation, City Emblem, City Seal, City Flag, City Logo, and other related items	Implementation date	Permanent	GC34090 et seq.	City Clerk
	Misc. Correspondences	Includes both ingoing and outgoing general correspondence, including letters and e-mail along with citizen feedback; various files, not related to specific cases and not otherwise specifically covered by the retention schedule.	Folder year date	2 years	GC 34090 et seq.	
	Records Destruction Authorization Form	Original with signatures	Destruction Date	5 years	GC 34090 et seq.	
Agreements	City Council Approved	Original contracts and agreements and back-up materials, includes leases, equipment, services, licenses or supplies services/maintenance, medical, dental and long-term disability contracts; may contain attachments such as deeds, insurance certificates	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	City Clerk
	Collective Bargaining Agreements	Includes amendments, side letters, and Memorandum of Understandings (MOU)	Agreement date	T + 4 years	29 CFR 516.5	
	Development Agreements	Infrastructure contracts, franchise, maintained for seven years.	Agreement date	Permanent	CCP 337, 337.1, 337.15; GC 34090 et seq.; 48 CFR	
	Employment Agreements - At-Will Employees; Temporary Employees	Original agreements/contracts for at-will employees or temporary employees	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	
	Insurance, Joint Powers Agreement	Accreditation, MOU, agreements and agendas	Agreement date	T + 4 years	GC 34090 et seq.	
	City Manager Approved	Up to \$10,000 - Original contracts and agreements and back-up materials, includes leases, equipment, services, licenses or supplies services/maintenance, medical, dental and long-term disability contracts; may contain attachments such as deeds, insurance certificates	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	
	Real Property	Original contracts/agreements regarding the development of real property, design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property	Agreement date	T + 4 years	CCP 337.15	
	Capital Improvement Projects (CIP)	Winning bids (originals) for Council-approved contracts for construction, improvement, maintenance, rehabilitations of public facilities including change orders, contingency increases, bid bond/bond for faithful performance, insurance certificates	Project approval date	T + 4 years	CCP Sec. 337	

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Appeals and Calls for Review	Appeals and Calls for Review - Los Alamitos Municipal Code (LAMC) Chapter 17.68	Hearing Officer Reports, correspondence, memorandums and other documents relating to Appeals	Appeal application date	C + 2 years	GC 34090 et seq.; LAMC Chapter 17.68	City Clerk
Boards and Commissions	Applications for Boards and Commissions - Not selected	Applications for B&C received during a filing period and not appointed by Council	Folder year date	2 years	GC 34090 et seq.	City Clerk
	Applications for Boards and Commissions - Selected	Applications for appointed Commissioners	Appointment date	T + 5 years	GC 34090 et seq.	
	Local Appointments List (Maddy Act)	List of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council - pursuant to the Maddy Local Appointive List Act	GC 54970, GC 34090 et seq.	Until superseded (new list prepared each Dec. 31st)	GC 54970, GC 34090 et seq.	
	By-laws	Rules and procedures	Adoption	Permanent		
Code Books	By Subject	Los Alamitos Municipal Code, Uniform Fire Codes, Uniform Building Codes, National and State Electrical Codes, Mechanical Codes, Uniform Solar Energy Codes, Uniform Spa and Hot Tub Codes, Uniform Plumbing Codes, etc. adopted by ordinance and/or by reference.	Adoption	Permanent-Until superseded	GC 34090 et seq.	Adopted by Council and/used as reference, stored in Building Dept.
Deeds	By Street	Documents showing ownership of real property including grant deeds, quit claim deeds, easement deeds, abandonment of streets or alleys	Recording	Permanent	GC 34090 (a)	City Clerk
Elections	Assessment District/Ballots, Prop. 218	Property related fees (assessment ballot proceedings and competed ballots); Ballots - Property related fees (Assessment Ballot Proceeding). Ballots are disclosable public records during and after tabulation.	Recording	Permanent	GC 34090 (a)	City Clerk
	General Election/Historical Data	Statistics on population voter registration, election turnout, election results, sample ballots, copies of election results, proof of publication, certificate of election, and oaths of office	Election date	Permanent		
	Petitions - Initiative/Recall/Referendums	Not a public record - documents resulting in an election - retention is from election certification. Charter amendments, initiatives, recalls, and referenda; includes intent to circulate petition, text of petitions, City Attorney approved petition titles, proof of publications, and all related documents	Certification of Election Results OR Clerk's final exam of petition	8 months	EC 17200, 17400, GC 6253.5; EC 17400; GC 34458-60; EC 17200 requires petition documents to be kept 9 months after Council adoption of election results or after Clerk's final exam of petition if no election	
	Charter Amendments	Documents related to election on Charter amendments	Origination date	Permanent	GC 34458-60; GC 34090	

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Elections (continued)	Nomination Documents - Successful	All nomination documents and signatures in lieu of filing petitions	Election date	T + 4 years	EC 17100	City Clerk
	Nomination Documents - Unsuccessful	All nomination documents and signatures in lieu of filing petitions	Election date	Election + 5 years	GC 81009 (b)	
Financial Documents	Bond Exhibits - By Bond Issue	Bond document references in enabling resolutions or ordinances approved by City Council; Authorization/public hearing records/prospectus/proposals/certificates/notices (transcripts)/registers/statements	Meeting date	Cancellation, reduction or maturity + 10 years	CCP 336a, 337.5	Finance
	Bond Transcripts - By Bond Issue	Backup documents of bond issues e.g., legal options of bond counsel	Maturity date	2 years	GC 34090 et seq.	Finance
	Comprehensive Annual Financial Report (CAFR)	Annual Financial statements on City assets, liability, revenues and expenditures prepared by City staff and subjected to an independent audit	Year date	2 years	GC 34090 et seq.	Original in Administrative Services, copy maintained in Clerk's Office for public review
Fair Political Practices Commission (FPPC)	Campaign Statements - City Council, elected (originals)	Original statements of elected candidates and committees supporting elected candidates of City Council	Election date	Permanent (Can image after 2 years)	GC 81009 (b); GC 81009 (g)	City Clerk
	Campaign Statements - City Council, not elected (originals)	Original statements of candidates and supporting committees for candidates not elected to City Council	Election date	5 years	GC 81009 (b); GC 81009 (g)	
	Campaign Statements for other than City Council (originals)	Original statements of all other persons and committees	Election date	7 years	GC 81009 (c); GC 81009 (e); GC 81009 (g)	
	Campaign Statements (copies)	Copies of reports/statements	Election date	4 years	GC 81009 (f); GC 81009 (g)	
	Conflict of Interest Code	Required under Political Reform Act; positions must be reviewed by July 1st of every even-numbered year and amended if necessary	Adoption Date	Permanent - Adopted by Resolution	GC 87300	
	Ethics Training Records (AB 1234)	Records required to be kept under Gov. Code section 53235.2. Records must show dates that local officials satisfied the training requirements and the entity that provided the training. Applies to Boards, Commissions, Elected Officials, and Form 700 filers	Filing year	Hard Copy - 5 years after receipt of training	GC 53235.2	
	Statements of Economic Interest - Form 700 (copies) (elected officials)	Copies of original statements of elected officials forwarded to FPPC	Termination	4 years	GC 81009 (f), (g)	
	Statements of Economic Interest - Form 700 (originals) (non-elected)	Originals of statements of designated employees	Termination	7 years	GC 81009 (f), (g)	
	Gift to Agency Receipt - Form 801 (elected officials)	As required by FPPC	Filing year	4 years	GC 81009 (f), (g)	
	Agency Report of Ceremonial Role Events and Ticket/Pass Distribution - Form 805 (elected officials)					

City of Los Alamitos Records Retention Schedule

City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Fair Political Practices Commission (FPPC) (continued)	Behested Payment Report - Form 803	As required by FPPC	Filing year	4 years	GC 81009 (f), (g)	City Clerk
	Agency Report of New Positions - Form 804					
	Agency Report of Consultants - Form 805					
	Pubic Official Appointments - Form 806					
Insurance (INS)	Contractors/Service Providers	Certificates of Insurance or surety bonds required for individuals and companies on contract with the City.	Date of Agreement/Project	T of agreement + 4 years	GC 34090 et seq.	City Clerk - Original certificate with appropriate agreement of project
	Insurance Certificates, City	Liability, performance bonds, employee bonds, property; insurance certificates filed separately from contracts	Expiration date	Until Superseded	GC 34090 et seq.; also under bonds	
	Insurance, Liability/Property	May include liability, property, Certificates of Participation, deferred, use of facilities	Expiration date	Until Superseded	GC 34090 et seq.	
Land Use	Land Annexation/Reorganizations	California Secretary of State Certification, City Certificate with Affidavit of Completion of annexation, and Annexation Map; Notices, Resolutions, Certificates of Completion	Secretary of State Filing Acceptance	Permanent	GC 34090 et seq.	City Clerk
Legislative Bodies	Agendas	Copies of complete agenda packets (Original agenda reports filed with appropriate project/subject files)	Meeting date	Hardcopy - 2 years, Laserfiche Imaging - Permanent (Beginning in 2015)	GC 50115; GC 34090 et seq..5	City Clerk
	Agenda Notices	Notices - Public Meetings including Special Meetings	Folder year date	2 years		
	Agenda Publications	Affidavits of Publication/Posting - Proof of publication or posting of legal notices. Examples: Notice of Public Hearing, Notice Lien, etc.	Folder year date	2 years		
	Audio and Video Recordings	Recordings of Council Meetings	Meeting date	Permanent	GC 54953.5 (b)	
	Records - audio (for preparation of meeting minutes)	Includes Council/Commission and Boards	Meeting date	Until no longer needed for preparation of minutes (after minutes are approved)	GC 34090 et seq., 64 Ops. Atty. Gen 317	
Logs	City Clerk Logs	Logs of documents received by the Clerk	Folder year date	3 years	GC 34090 et seq.	City Clerk
Public Records Request	Public Records Requests	Requests from the public for documents retained by the City and supporting documentation	Receipt date	C + 2 years	GC 34090 et seq.	City Clerk
Special Agencies	By-laws	Records retained by the Clerk acting as Secretary for Special Agencies. As of March 2015, includes Public	Approval date	Permanent	GC 34090 et seq.	City Clerk
	Minutes					

City of Los Alamitos Records Retention Schedule

City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
	Resolutions	Facilities Corporation.				
Special Districts	Assessment District - By Number	Established by the City to provide certain services financed by assessments levied on district properties enacted by resolution, ordinance	Approval date	Permanent	GC 34090 et seq.	City Clerk
	Underground Utility District (UUD) - By Number	Documents on Council actions to install new or move existing utility lines underground as enacted by resolution	Meeting date	Permanent	GC 34090 et seq.	
Vital Records	City Charter	Establishing the City of Los Alamitos as a municipal corporation and chartered City.	Date of Voter Approval	Permanent	GC 34090 (e)	City Clerk
	Minutes	Official record of actions taken during Council meetings	Meeting date			
	Council Committee Minutes	Standing Committees. As of March 2015, Budget Standing Committee and Los Alamitos Unified School District/City Working Group	Meeting date			
	Ordinances	Laws or orders adopted by the City Council	Adoption date			
	Resolutions	Legislative actions	Adoption date			

City of Los Alamitos Records Retention Schedule

City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
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City of Los Alamitos Records Retention Schedule

City Attorney's Office

Schedule C

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Federal Court Cases	By Case	Case file for Federal Court Cases	Closing Date	5 years	Code of Civil Procedures Sec. 337; GC 34090 et seq.	City Attorney
Criminal Cases	By Case	Case file for Criminal Court Cases	Closing date	5 years		
Judgment and Settlements	By Case	Concluding Case documents	Closing date	10 years		
Personnel Board of Appeals	By Appellant	Personnel	Closing date	5 years		
Superior Court Cases	By Case	Case File for Superior Court Case	Closing date	5 years		
Eminent Domain Cases	By Property	Case File for Eminent Domain Case	Closing date	5 years		
General Files	By Subject	Subject matter files	Closing date	2 years		

City of Los Alamitos Records Retention Schedule

Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Abandonment	Alley/Street	City agrees to relinquish all rights and real title to underlying property	Approval date	Permanent	GC 34090 (a)	City Clerk
Address Change	Street Name	Any change to description of the street name	Approval date	Permanent	GC 34090 (a)	Community Development
	Street Number	Change in numerical identification due to expansion or decrease in numbers				
Administrative Services	Agreements	Contracts entered into by the City relation to goods, services, legal settlements and program responsibilities; includes Joint Powers Agreements.	Expiration date	4 years	CCP 337; GC 34090 et seq.	City Clerk
	Action Items	Staff reports to commissions and other legal bodies (excluding City Council)	Date of action	2 years		
	Bids & Proposals (Successful)	As required by the City's Purchasing Ordinance. Non-CIP projects.	Date of award	AU + 5 years		
	Bids & Proposals (Unsuccessful)	As required by the City's Purchasing Ordinance	Date of award	2 years		
	Bonds	Authorization/public hearing records/prospectus/proposals/certificates/notices (transcripts)/registers/statements	Cancellation, redemption, or maturity	10 years		
	Grants - Successful	Grant documents and all supporting documents; applications, reports, contracts, project files, proposals, statements, sub-recipient dockets, environmental review, inventory, consolidated plans, CAPERS, etc. (including CDBG)	End of grant year	End FY +4 years		
	Grants - Unsuccessful	Applications not entitled	Date of action	2 years		
	Procedure Manual	Administrative	Until superseded	S + 2 years		
Agreements	Development	Contract between City and developer in which the City agrees to guarantee specific entitlement in exchange for conditions or approval	Expiration date	Permanent	CCP 337, 337.1(a), 3.37.15; GC 34090 et seq.; 48 CFR 4.703	City Clerk
Applications	Accessory Dwelling Units (ADUs) and Junior ADUs (JADUs)	As outlined in Los Alamitos Municipal Code Section 17.28, Regulationn for Specific Land Use and Activities	Approval date	Permanent	GC 34090 et seq.	Planning
	Alternate Methods and Materials of Construction	Concepts and materials not covered by current building code	Approval date	Permanent	GC 34090 et seq.	
	Appeals	Appealing decisions or requirements of Planning Commission or Community Development Director made by interested party, individual or group	Approval date	Permanent	GC 34090 et seq.	
	Appeals to Code	Appealing to Uniform Code Appeals Board to resolve code disputes	Approval date	Permanent	GC 34090 et seq.	
	Appeals Board	To appeal a decision or interpretation of the Building Official to Planning Commission	Approval date	Permanent	GC 34090 et seq.	
	Conditional Use Permit (CUP)	Specific use of land or buildings in a land use district wherein such use may be so conditionally	Approval date	Permanent	CG 34090 (a); H&S 19850; 4003; 4004	

City of Los Alamitos Records Retention Schedule

Development Services**Schedule D**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
	Development Review	Members of a Committee representing all City agencies to coordinate site plan review comments	Approval date	3 years	GC 34090 et seq.	Planning
Applications (continued)	Documentation of Unreasonable Hardship	Exception from the requirement of the Title 24 Energy Standards	Approval date	Permanent	GC 34090 et seq.	
	Extension	Request for additional time to implement conditions of approval for discretionary applications	Approval date	3 years	GC 34090 et seq.	
	Permit Extension	Request for additional time to complete repairs and/or corrections	Permit issuance	2 years	GC 34090 et seq.	
	Floodplain Variance	Request showing sufficient cause to deviate from the Floodplain Management regulation	Permit issuance	Permanent	GC 34090 et seq.	
	General Plan Amendment	Alteration or re-designation of land use or policy contained in the General Plan	Adopted date	Until superseded + 2 years	GC 34090 et seq.	
	Legal Nonconforming	Legalizing unpermitted additions or conversions to structures	Adopted date	Life of structure + 2 years	GC 34090 et seq.	
	Lot Line Adjustments	Minor modifications of existing lot lines	Recorded date	Permanent	GC 34090 et seq.	
	Minor Exceptions	Waiver of modification of those zoning provisions which pertain to minimum requirements	Approval date	2 years	GC 34090 et seq.	
	Pushcart License	Permit to operate a pushcart	Permit issuance	2 years	GC 34090 et seq.	
	Residential Relocation	Any relocation of a residential structure from one parcel to another	Permit issuance	2 years	GC 34090 et seq.	
	Planned Sign Program (PSP)	Mechanism to insure the coordination of signage within a development site	Approval date	Permanent	GC 34090 et seq.	
	Planning Commission Site Plan Review	Project plans requiring approval of Planning Commission	Until superseded or building is demolished	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Specific Development	used to create project or area specific standards of property through an amendment application	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Specific Plan	Used to create special zoning districts through an amendment application	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Subdivision Parcel Map (or Parcel Map)	Consolidation or division of four or fewer parcels	Recorded date	Permanent	GC 34090	
	Tract Map	Division of five or more parcels	Recorded date	Permanent	CG 34090 (a)	
	Variance	Request for variation from Zoning Code	Approval date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Amendment Application	Amendment, supplement or change of district boundaries	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Zoning Ordinance Amendment (ZOA)	Change to the Zoning Ordinance	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	

City of Los Alamitos Records Retention Schedule

Development Services
Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Certificates	Compliance	Ensures compliance with the current code	Approval date	Life of structure + 2 years	CG 34090 (a); H&S 19850; 4003; 4004	Planning
Certificates (continued)	Land Use - Temporary	Type of permitted use for minor uses such as temporary activities	Approval date	Current + 2 years	CG 34090 (a); H&S 19850; 4003; 4004	
	Land Use - Permanent	Public documentation of legal exterior pay telephones	Approval date	Permanent	CG 34090 (a); H&S 19850; 4003; 4004	Planning
		Satellite Dishes	Approval date	Life of structure	CG 34090 (a); H&S 19850; 4003; 4004	
		Temporary Certificate of Occupancy	Allows occupancy before final permits is issued	Permit issuance	Permanent	GC 34090 et seq.
California Environmental Quality Act (CEQA)	Categorical Exemption	Brief statement that a project is exempt from CEQA	Approval date	Permanent	GC 34090 (a); CEQA Guidelines	Planning
	Environmental Impact Report (EIR)	Document disclosing impacts of project development; may include detailed technical studies		Completion + 2 years		
	Environmental Review	Correspondence, consultants, issues, conservation				
	Mitigation Monitoring Program	Prepared for all projects in which mitigation measures have been incorporated in the environmental document				
	Negative Declaration	Included Environmental checklist to discuss areas of potential project impact; mitigation measures may be included		Permanent		
	Notice of Completion	Notifies agencies and general public that a lead agency has prepared a Draft EIR for public review				
	Notice of Determination	Prepared by lead agency after an EIR has been certified or Negative Declaration has been approved; beings a 30-day statue of limits to challenge project				
	Responses to Comments (Final EIR)	After lead agency receives public comments on the Draft EIR, each comment raised is given response				
	Statement of Overriding Consideration	When an EIR is prepared for a project that has unavoidable adverse impacts, this document is prepared to provide decision makers with an explanation of why the project benefits outweigh any adverse environmental effects				
	Facts and Findings	Findings are made for each significant effect identified in the EIR				

City of Los Alamitos Records Retention Schedule

Development Services
Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Code Enforcement	Liens and Releases	Utilities, abatement, licenses	Inspection date	2 years; permanent if document is recorded	GC 34090 et seq.	Code Enforcement
	Reports, Federal and State	Statistics, may contain records affecting title to real property or liens	Inspection date			
	Citations and Case Files	Examples include but are not limited to: Notice of Violations, Infractions, Parking vehicle for sale in front yard, weed abatement.	Issuance date	2 years; permanent if records affect title or lien	GC 34090 et seq.	Code Enforcement
Complaint	Criminal	Referral to City Attorney for action	Issuance date	2 years	GC 34090 et seq.	Code Enforcement
Covenants and Agreements	Access and Parking	Common access/parking between two or more properties	Approval date	T + 10 years	CCP 337.15	Community Development
	Covenants and termination of Covenants	Legal description of parcel land				
Determination of Nonconforming Status	By Property	A legal determination of a use or building on a site which does not conform to current standards	Approval date	Permanent		Planning
Development	Photographs	Aerial photographs	Approval date	Permanent	GC 34090 et seq.	Community Development
	Projects not completed or approved	Building, engineering, planning	Approval date	2 years	GC 34090 et seq.	
	Reports	Periodic activity	issuance date	2 years	GC 34090 et seq.	
Finding of Fact	Planning Commission/Zoning Administrator	Written finding which shall specify all facts relied upon by City Council, Planning Commission, or Zoning Administrator in rendering its decision and in attaching conditions and safeguards	Approval date	Permanent	GC 34090 (e)	Planning
General	Correspondence	General, including citizen feedback, letters, email; various files not related to specific cases and otherwise specifically covered by the retention schedule	Received date	2 years	GC 34090 et seq.	Community Development
	Project Files	Project files including correspondences, reports, and relevant back-up documentation	Completion Date	3 years	CCP 337; GC 34090 et seq.	
	Planning/Engineering	Materials board, renderings, boards and photographs	Approval date	Permanent	GC 34090 et seq.	
General Plan	General Plan Document	Image on completion, 1 paper copy in Clerk's Office until superseded	Council Approval Date	Permanent	GC 34090 et seq.	Planning
Inspection	Business License Certificate of Occupancy	Inspection for finance and planning divisions	Issuance date	Permanent	GC 34090 et seq.	Building
	Notice of Violation	Corrections and/or violation to be resolved prior to final approval		2 years		
	Reinsertion	For additional inspections above the normal requirement				
	Report: fire damage	Examination of the extent of the damage				

City of Los Alamitos Records Retention Schedule

Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Investigation Notice	Special investigation and/or complaint	Request by Fire Department	Issuance date	2 years	GC 34090 et seq.	Building
	Notice and order of substandard	Repairs or demolitions to buildings or structures	Closure date	Settled date + 2 years		
	Violations	Noncompliance with City Codes	Closure date	Settled date + 2 years		
	Special investigations	Pre-inspection for code compliance	Inspection date	2 years		
Permits	By property	Building, Electrical, Grading, Mechanical, Plumbing, and Solar permits to allow for code compliance	Issuance date	Permanent	GC 34090 (a); H&S 19850; 4003; 4004	Building
	Film Permit	Granted for the purpose of photographing or filming	Expiration date	2 years		
	Home Occupancy	Business use which does not alter the residence	Approval date	T + 2 years		
	Massage	Certificate of Operation. Every person who owns, operates, manages or is employed in any massage establishment within the City.	Application date	Permanent		
	Peddling, Canvassing, and Soliciting	Persons and organization visiting and continuing to visit private residential properties for the purpose of soliciting or peddling of goods, wares, merchandise, or services.	Approval date	T + 2 years		
	Special Event	Parades, athletic events and public assemblies as established in LAMC Chapter 12.44	Event date	T + 2 years		
	Temporary Sign Permits	System to control size, location, type and number of off premise signs located on private property	Approval date	Permanent		
	Temporary Sign Permits, Home Occupation	Building signs (temporary)	Approval date	2 years		
Receipts	Application	Fees for various divisions permits, applications, etc.	Validation date	AU + 5 years	26 CFR 31.6001-1(e)(2)	Community Development
	Report	Asbestos	Issuance date	Permanent		
Plans	Federal/State	Statistics to various government agencies			GC 34090 et seq.	Community Development
	Soils Report					
Vital Records	By Property	Engineered plans pertinent to commercial structures	Approval date	Permanent		Building
Vital Records	Register of Historic Properties	Applications, photographs or property designated by Council action as historic property as enacted by resolution	Approval date	Permanent	GC 34090 (a)	City Clerk

City of Los Alamitos Records Retention Schedule

Administrative Services and Finance (ASF)

Schedule E

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Accounting and Budget	Projects	Contains project documents for grants, agreements, billing reimbursement	Date completed	7 years	GC 34090 et seq.	ASF
Accounts Payable	Year-end Accrual	End of year accounts payable accruals, annual emission fee report	Date prepared	4 years	GC 34090 et seq. IRS Reg 31.6001-1(e)(2)	ASF
	Disbursement Edit Listing	List of paid invoices by fund and activity	Run date	7 years		
	Vendor payment documents for grants or capital projects	Supporting documentation for disbursements for City expenditures for grants or capital projects	Beginning grant period date	10 years		
	Vendor Claim Check Register	Lists payments to vendor	Date prepared	7 years		
	Warrant Requests	Back up information for checks issued by the City	Date prepared	AU + 7 years		
Accounts Receivable	Unpaid billing	Lists unpaid billings	Date prepared	4 years	GC 34090 et seq.	ASF
	Transaction History Report	Accounts receivable historical data including cash receipts and retiree medical payment receipts	Run date	5 years	GC 34090 et seq.	
Americans with Disabilities Act (ADA) Title II	ADA Transition Plan	Tracking of structural changes required to bring organization into compliance with Title II of the ADA	2015	Permanent	ADA Title II; Section 504, rehabilitation Act	ASF
Appropriation/Adjustments		Changes to City budgets as approved by Council and/or City Manager	Date prepared	3 years	GC 34090 et seq.	ASF
Audit	Working Papers	Audit documents; year-end financial work papers	Date prepared	3 years	GC 34090 et seq.	ASF
Banks	Daily Bank Balance Report	Reports of daily banking activity	Date prepared	CU +3	GC 34090 et seq.	Treasury
	Deposit Slips	Treasury's copy of all City deposit slips set to bank	Date prepared	Audit + 4		
	Reconciliation Records	Internal reconciliation records for accounts	Date prepared	Audit +4		
	Return Checks	Copies of customers checks returned by bank, letters sent to customers, etc.	Received	Audit + 5	GC 34090 et seq.; GC53607 GC 34090 et seq.; GC53607	
	Statements	Statements relating to investment banking	Received	CU + 3		
	Transfer Activity Records	Documents pertaining to the wiring of funds to/from bank accounts	Date prepared	Audit + 2		
Business License Tax	Monthly Register Reports	Miscellaneous Business License Account summary information reports	Date prepared	CU + 3	GC 34090 et seq.	ASF
	Deletion Records	Deleted and/or canceled accounts	Date canceled	T + 3		
	Gross Receipts and Variable Assessments statements	Business License Tax statements filed by business operators	Date received	CU + 3		
	Miscellaneous Receipts	receipts for miscellaneous payments	Date prepared	CU + 3		
	Original applications	Original business license tax applications	Application date	7 years		
	Payment records	Statements Relating to calculation and payment of business license tax	Date received	CU + 3		
	Renewal registration records	Statements relating to business owner information	Date received	CU + 3		
	Payments/Daily Cash Receipts	Business License Tax payments received and process via treasure cashiers	Date received	Audit +4		
	Statements and Account Reconcilement	List all bank-cleared City checks; filed by name and by fiscal year	Date prepared	Audit +5		
Bonds	Bond Documents and Schedules	Revenue, refunding and financing of City Projects		Audit + 4	GC 34090 et seq.	ASF

City of Los Alamitos Records Retention Schedule

Administrative Services and Finance (ASF)**Schedule E**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Checks	Voided/Canceled Checks and Related Reports	Checks voided/canceled; issued by the City; includes Workers Compensation, Payroll and vendor; includes checks voided as a result of printer misalignment	Date issued	Audit +5	GC 34090 et seq.; CCP 337	Treasury
Community Development Block Grant (CDBG)	CDBG Report	List CDBG project expenditures, encumbrances, and available balances	Date prepared	Terminate+ 4 years	GC 34090 et seq.	ASF
Comprehensive Annual	Audited	General Purpose Financial Statements	Publication date	15 years	GC 34090 et seq.	ASF
General Ledger	Expenditure and Revenue Reports	Monthly and Fiscal year Expenditure and Revenue Reports	Period end	Audit + 2 years	GC 34090 et seq.	ASF
Internal Revenue Service (IRS)	Form 1099	Self-explanatory; filed by calendar year	Date prepared	5 years	GC 34090 et seq.	ASF
Journal Entry	General Ledger	Documents used to manually post entries to general ledger/cost ledger	Date prepared	8 years	GC 34090 et seq.	ASF
Labor	PGIS Internal Service Fund	List labor charged for PWA Project Management employees by account number	Run date	10 years	GC 34090 et seq.	ASF
	PGIS Labor Distribution Report	List labor charges	Run date	10 years	GC 34090 et seq.	ASF
	Posting Errors	List labor charges "Unable to post"	Completion date	1 year	GC 34090 et seq.	ASF
Overhead Distribution	Indirect Cost	List indirect costs and overhead charges	Date prepared	8 years	GC 34090 et seq.	ASF
Payroll Documentation	Accrual Reports	Reports to indicated year to date balances, prior year, owning, current year, entitlements, time taken, etc.	Date prepared	3 years	GC 34090 et seq. IRS Reg 31.6001-1(e)(2), 26 CFR 1.6001-1, RTC 19530	Payroll
	Attendance Reports	Daily attendance postings		10 years		
	Retirement Reports	Employee reportable earnings/contribution reports		10 years		
	Employee Earnings W-2	YTD W2 earnings (ER copies of W2)		Audit + 4		
	Earnings Check Registers	Pay period employee earnings		10 years		
	State Quarterly Reports	Quarter employee earnings		10 years		
	Leave of Absence (except Med. Leave, see Personnel)	Authorizing absences forms		2 years		
	Time Exception Sheets	Labor Expenditure charges to applicable fund/activity other than home account.		3 years		Generating Department
Purchasing Documentation	Bids/Proposals	Original bid, bids received, bid list, advertising record	Completion date	3 years	GC 34090 et seq.	Purchasing
	Bids/Proposals - Unsuccessful	As required by the City's Purchasing Ordinance	Award date	2 years		
	Purchase Orders	As required by the City's Purchasing Ordinance	Purchase date	5 years		
	Travel Request and Expense Reports	Self-explanatory	Travel date	Current Year + 2 years		
Revenue Records	Liens	Self-explanatory	Date prepared	Permanent	GC 34090	Payroll
	Collection Agency Records			7 years		
	Parking Ticket Processing			3 years		
	Payment Stubs			2 years		

City of Los Alamitos Records Retention Schedule

Administrative Services and Finance (ASF)**Schedule E**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Revenue Records (continued)	All other revenue records	May include, but is not limited to: Account adjustment sheets; business tax files (applications, renewal forms); return check processing; cash receipts ; credit; debit; purchase card receipts; authorization forms; business, transfer; and utility users tax records; transient occupancy tax; utility user tax rebate; deposit slips; business tax correspondence and affidavits; payment reports	Date prepared	5 years		
Checks	Voided/Canceled Checks and Related Reports	Checks voided/canceled; issued by the City; includes Workers Compensation, Payroll and vendor; includes checks voided as a result of printer misalignment	Date issued	AU + 5	GC 34090 et seq.; CCP 337	Treasury
Checks (continued)	Paid Checks	Paid checks issued by the City; includes Workers Compensation, payroll, and Vendor Checks	Date issued	AU + 5	GC 34090 et seq.; CCP 337	Treasury
	Transmission of all checks issued by City to Bank	List of all City check issued to allow bank to clear check through account for positive pay		CU + 2	GC 34090.7	
Transient Occupancy Tax (TOT)	Filing Records	Original registration	Registration date	T + 3	GC34090 et seq.	Treasury
	Payment Records	Monthly Filings and remittances	Date received	CU + 3	GC 34090 et seq.	Treasury
Parking Citations	Collections	Itemization of citation payments collected by contract services agency	Date received	CU + 3	GC 34090 et seq.	Treasury
	Register	Parking citation payments processed by Treasury Staff	Date received			
	Amounts Written-off report	List of parking citations wrote-off by DMV	Date received			
	Citations Referred to DMV	Itemization of citations refereed to DMV for collection	Date prepared			
	DMV Collections	DMV parking citation collections	Date prepared			
Refund Requests	Business Tax office; Utility Users Tax and Misc. Refunds	Refund requests including supporting documentation	Date processed	CU +3	GC 34090 et seq.	Treasury
Treasury	Daily Treasurer's Reports	Report of daily revenues received with detail payment information and related working papers	Date prepared	CU + 3	GC 34090 et seq.	Treasury
	Treasury Investment Activity Records	All documents pertaining to investment activity	Date prepared	CU + 3	GC 34090.6	Treasury
Utility Users Tax (UUT)	Exemption Applications	Homeowners low income exemption application	Decision date	CU + 3	GC 34090 et seq.	Treasury
	Filing Records	Original registration	Date received	T + 3		
	Maximum Tax filings	Annual registration and maximum tax payment records	Date received	CU + 3		
	Payment Records	Monthly filings and remittance	Date received	CU + 3		

City of Los Alamitos Records Retention Schedule

Personnel**Schedule F**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Billings	Medical/Dental/Vision/Life/LTD/Flexible Spending Account and any other Insurance Carrier	Billings from insurance carriers	Date received	5 years	Department Defined	Personnel
	Unemployment Insurance	UI quarterly bills from State of California Employment Development Department and summaries of payments made by the City				
Candidate Files (Unsolicited and Unsuccessful)	Records used during the hiring process.	May include, but is not limited to: applications, rating sheets, reference checks, interview questions, psychological examination, medical examination, correspondence.	Date received	3 years	GC 34090 and 12946, 29 CFR 1602.31 & 1627.3(b)(ii), GC 12946	Personnel
Contract Files	Complaints/Requests for Accommodations	Dental insurance contract files	Expiration Date	Permanent	Department Defined	City Clerk
	Life	Life Insurance contract files				
	Long Term Disability (LTD) Insurance	Long-term Disability (LTD) contract files				
	Medical/Dental/Vision/Life/LTD/Flexible Spending Account and any other Insurance Carrier	Medical Insurance contract files				
	Flexible Spending Account	Flexible Spending Account contract files				
	Employee Assistance Program (EAP)	Employee Assistance Program contract files				
	Retiree Health Savings Plan	Supplementary Retirement Plan contract files				
Department of Transportation (DOT)	Random DOT Drug and Alcohol Testing	Records of positive alcohol test results (0.02 or greater) and positive drug test results	Record Date	5 years	Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Part 40, Section 40.333	Personnel
		Documentation of refusals to take required alcohol and/or drug tests; documentation of follow-up tests and test schedules		5 years		
		Information obtained from previous employers re: drug and alcohol test results of employees		3 years	Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Part 40, Section 40.333 and 40.25	
		Records pertaining to the inspection maintenance and calibration of EBTs		2 years		
		Records of negative and canceled drug tests results and alcohol test results w/ concentration of less than 0.02		1 year		

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Employment Eligibility Verification (Form I-9)	Full/Part-Time Employees	U.S. Dept of Justice Immigration and Naturalization forms completed and signed by EE and reviewed and verified (with necessary documentation) by employer representative	Date of Employment	3 years after the date of employment or 1 year after employment is terminated whichever is later.	Immigration Reform and Control Act of 1986, Pub. L. 99-603 (* USC 1324a) & WCL, Section 3212	Personnel
Employment Forms (Official)	Dental Insurance Flexible Spending, Section 125 Life Insurance Long-Term Disability Insurance Retire Health Savings Plan COBRA Medical Insurance	Enrollment Forms	EE Separation/ Termination Date	6 years	29 CFR 1620.30-.32 & WCL, Section 3212	Personnel
Equal Employment Opportunity Commission (EEOC)	Employment and Personnel records	Personnel and employment records, including application forms, records pertaining to promotions, layoffs, terminations, salaries and training	Record Date	2 years	EEOC 29 CFR Sect. 1602.31	Personnel
	Involuntary Termination	Personnel records of terminated employees	Termination Date			
	State and Local Government Information Report (EEO-4)	Copy of EEO-4 Report	Report completion date	3 years	EEOC, 29 CFR, Sect. 1602.32	
	State and Local Government Information Report (EEO-4)	Employment records regarding race, color, national origin or sex			EEOC, 29 CFR, Sect. 1602.30	
Equal Employment Opportunity Commission (EEOC); Title VII - Civil Rights Act	Charge of Discrimination	Personnel and/or employment records relating to the charge, including application forms, records pertaining to promotions, layoffs, terminations, salaries and training	Date of record or personnel action	Until final disposition of complaint + 2 years	EEOC, 29 CFR, Sect. 1602.14 and Section 1602.31	Personnel
Fair Employment and Housing Act (FEHA)	Complaints	Personnel and employment records, memorandums, letters or other records of complaints or requests received and responses/action taken	Date of record or documentation received by Personnel	2 years after the date of employment or other action taken	FEHA, title II, DIV 3, Part 2.5; Sect. 12956; EEOC, 29 CFR Sec 1602.14	Personnel
Historical Records	Discipline History	Forms completed by personnel analysts as a record of disciplinary actions taken on employees in their assigned department(s)	Date of record	3 years	Department Defined	Personnel
	Fitness for Duty	Copies of letters sent to employees regarding need for fitness for duty exam. Psychiatrist's evaluations/results of fitness for duty exams.	Letter date			
	Layoffs	Notes/background documentation of layoff actions	Layoff date			
Job Specifications	Classification/Compensation Study records	Basis for salary rates, job descriptions	Date study completed	10 years	Department Defined	Personnel
	Full-time Positions	Background material and final job descriptions for all full-time positions	Date approved by Council	Permanent until superseded		

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Job Specifications (continued)	Part-time/Temporary Positions	Background material and final job descriptions for all part-time and seasonal positions	Date approved by Council	Permanent until superseded	Department Defined	Personnel
Loss Control	Hearing Tests	Audio logical test results	Employee separation/ termination date	30 years	CAL OSHA Title 8	Personnel
Official Personnel Files	Certification/Reassignment Forms	Request for Certification and/or reassignment forms which document and authorize hiring, reassignment, or other employee actions	Separation/ termination date	5 years	29 CFR 1602.30-.32 & WCLC Section 3212	Personnel
	Certificates of Training	Certificates issued to employee which show completion date of training class(es)				
	Commendation Letters	Letters of commendation and/or other congratulatory documents received by and/or issued to employee				
	Disciplinary Actions	Memorandums, letters, or other records of proposed and/or implemented disciplinary action (s)				
	Employee Medical and Exposure Records	Notes/medical release forms, etc., submitted regarding employee's medical condition	Separation/ termination date	30 years	US OSHA 29 CFR 1910.20; CAL Oshawa Title 8	Personnel
	Drug Screen Test	Pre-placement and drug screening authorization and acknowledgement form(s) and results of drug screening		30 years	US OSHA 29 CFR 1910.20	
	Family Medical Leave (FML)	Basic employee data (name, address, class title, pay rate, hours worked per pay period; additions to or deductions from wages) dates (or hours) FML reinstated/take; FML notices given to employer by employee; documents from employer describing FML Policies; records of premium payments or employee benefits; records of any disputed confidential files; records/documents relation to medical certifications	Date FML requested/ granted	3 years	Federal Family and Medical leave Act of 1993; 29 CFR 825.500; GC 12946	
	Grievances (Closed)	Files containing employee's, group of employees', or the Union's timely completion as defined in the MOU				
	ID Form	Form completed by new employees providing identifying information used to process records check	Separation/ termination date	5 years	29 CFR 1602.30-.32 & WCLC Section 3212	
	Job Application	Applications for employment and resumes (if any) for hired employees		5 years		
Medical Leave of Absence	Leave of Absence forms used in documentation of medical leave (including pregnancy leave and family and medical leave)	3 years		29 CFR 825.500		

City of Los Alamitos Records Retention Schedule

Personnel**Schedule F**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Official Personnel Files (continued)	Miscellaneous Documents	Documents not specifically mentioned but kept in official personnel file	Separation/ termination date	If medical-related, 30 years; non-medical, 5 years	Medical related - US OSHA 29 CFR 1910.20; non-medical related - 29 CFR 1602.30-.32 & SCLC, Section 3212	Personnel
	Notice of Separation	Form completed by employee and/or department indicating effective date of separation, last day on the job, reason for separation, etc.		5 years	29 CFR 1602.30-.32 & WCLC Section 3212	City Clerk
	Oath of Office	Form Completed and signed by employee affirming allegiance to the Constitution of the United States and the Constitution of the State of California		5 years		
	Outside Employment	Form submitted by employee for approval for employee to be engaged in outside employment		5 years	29 CFR 1602.30-.32 & WCLC Section 3212	Personnel
	Performance Evaluations	Employee performance evaluation forms completed by supervisory personnel re employees' accomplishments of their assigned duties and responsibilities, etc.		5 years		
	Pre-Employment Medical	Forms completed by employee and medical clinic to assess physical capability of employee prior to hiring		30 years	US OSHA; 29 CFR 1910.20	
	Security Check Form	Form completed by Personnel to request Police Department to conduct security check on employee prior to hiring		5 years	29 CPR 1602.30-.32 & WCLC Section 3212	
	Special Licenses	Special licenses issued to employees from DMV, accredited schools, etc., verifying employee meets certain job-related requirements		5 years	29 CPR 1602.30-.32 & WCLC Section 3212	
	Tuition Reimbursement Requests	Copies of applications for training and educational assistance which show employee request, department head approval, and final disposition of request		5 years		
	W-4 Form	Employee's withholding allowance certificate completed by employee authorizing employer to withhold Federal income tax from employees pay and/or for indicating exemption		5 years		
Payroll	Salary Schedules	Adopted by Resolution of the City Council	Adoption date	Permanent		Original Resolution with the City Clerk
Personnel Appeals Commission	Personnel Appeals Board Hearing Files	Employee Personnel Board of Hearing Files	Separation/termination date	5 years	29 CFR 1602.30-.32 & WCLC Section 3212	Personnel
Recruitments	Background Materials	Materials used in the preparation/implementation of recruitments	Date recruitment is initiated	2 years	Department Defined	Personnel

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Recruitments (continued)	Bilingual Certification Forms	Forms certifying bilingual capabilities for employees receiving bilingual pay and applicants for recruitments which require bilingual capability	Employees - Separation/ termination date; Applicants - eligibility list expiration date	Employee - 5 years; Applicants - 3 years	Department Defined	Personnel
	Examination Answer Sheets	Examination answer sheets completed by applicants during testing process and other testing materials	Earlier of date eligible list established or date recruitment canceled	3 years	29 CFR 1620.30-.32	
	Examination Files	Recruitment examination file folders				
	Official Eligible Lists	Eligible lists signed by City Manager. Lists of individuals placed on an eligible list for hiring purposes.	Date signed	3 years	Department Defined	
	Testing Materials	Contains historical data, used for testing candidates	Date eligible list established			
Risk Management/Loss Control	Accident/Damage to City Property Report	Police reports and Departmental accident reports				Personnel
	Actuarial Studies and Audits	Actuarial Audit				
	Insurance Policies	City's Liability Coverage	Permanent	Permanent, until superseded	Department Defined	City Clerk
		City's Property Coverage	Expiration date	2 years		
		Workers Compensation Insurance Policies	Issue date	25 years		
	Liability Claims Against the City	Non-litigated tort claims filed against the City for damages to persons or personal property. Filed with third part administrator	Final resolution date	2 years; minors 18th birthday + 1 year	Department Defined	Personnel
	Special Events Insurance	A "Special Events" coverage, insures third parties for use of City property providing liability coverage for the City	Issue date	5 years	Department Defined	
	State of California Annual Report	State report of workers' compensation liabilities	State filing date	2 years	Department Defined	
	DMV Drivers' Records Reports	DMV Pull Notice Program	Employment date	5 years	GC 34090 et seq.; GC 6254 (c) VC 1808.0(c)	
	Inspection Reports	Loss Control inspection reports which show date, time and location of safety inspections, also identifies hazards	Date inspection conducted	5 years	CAL OSHA	
	OSHA	OSHA Log, Supplementary Record and Annual Summary (Federal & State Cal/OSHA)	Incident date	5 years	LC 6410; 8 CCR 14300.33; 29 CFR 1904.2-1904.6	

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Risk Management/Loss Control (continued)	Accident/Illness Reports	For Employee medical records and employee exposure records regarding exposure to toxic substances or harmful physical agents. Includes Safety Data Sheets (SDS). Does NOT include; health insurance claims; first aid records of one-time treatments for minor injuries; records of employees who worked less than one (1) year if records are given to employee upon termination.	Incident date	5 years	CAL OSHA	Personnel
Training	AB 1825 Sexual Harassment Prevention	Sign in sheets and associated training materials	Class date	5 years	Department Defined	Personnel
	Attendance Sign-In Sheets	Management and Leadership training programs forms	Sign in date	2 years		
	Class Training records	Training records of all classes	Class date	2 years		
Training (continued)	Workplace Violence Prevention (SB 553)	Records of Workplace Violence hazard identification, evaluation, and correction	Correction date	5 years	Labor Code 6401.9	Personnel
		Training records, including training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions	Training date	1 year		
		Violent Incident Logs	Incident date	5 years		
		Records of Workplace Violence incident investigations. These records must not contain medical information.	Close date	5 years		
Workers' Compensation	First Aid/Report Only Incident	Notices that an injury happened - no medical records	Final Action date on Claim	5 years	LC 5405; 8 CCR 14311	Personnel
	Indemnity Claims Files	Open/active and closed/inactive temporary and permanent disability claims files involving exposure to lost time. Permanent disability to be compensated. Contains medical files and payment history.	Final Action date on Claim	5 years except lifetime medical award cases destroyed upon death of individual	8 CCR 15400.2	
	"Medical Only" Claims Files	Open/active and closed/inactive claims files. Contain claim forms, billings medical records, check copies, etc. Employee injury - no loss of work greater than 3 days	Final action date on Claim	5 years	8 CCR 15400.2	
	PERS (Sworn) Industrial Disability Retirement Files (Official)	Claims filed by employees (sworn) for PERS disability retirement	Application date	5 years	GC 21101	

City of Los Alamitos Records Retention Schedule
Police Department

Schedule G

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
ABC Files	Name of Premises	History of ABC locations. Applications for ABC licenses to sell and/or serve alcoholic beverages.	Application date	Permanent	GC 34090 et seq.	Department Secretary
Administrative Investigations (Internal Affairs Incidents by Type)	Employee Accidents	Investigations of accidents involving on-duty Departmental Personnel	Date investigations completed	5 years	GC 34090 et seq.	Police Chief's Office
	In-Custody Death Reports	Investigations of in-custody deaths				
	In-Custody Injury/Use of Force	Investigations of in-custody injuries and use of force				
	K-9 Reports	Investigations of K-9 bite incidents				
	Officer Involved Shootings	Investigations of officer involved shootings				
Applicant Files	By Name	Record of applicants not selected	Creation date	3 years	GC 34090 et seq.	Department Secretary
Application Permits	Alarm Permits	Application forms, letters of approval or denial and miscellaneous correspondences	Acceptance or denial date	AU + 2 years	GC 34090, 26 CFR 31.6001-1(e)(2)	Department Secretary
	Food/Ice Cream Vendors			2 years	GC 34090 et seq.	
	Massage License	Includes application and background file		5 years	GC 34090 et seq.	
	Permit Parking			Application forms, letters of approval or denial and miscellaneous correspondences	2 years	
	Push Cart Vendors					
	Taxi Cab					
	Tow Truck					
Audit	Annual Audits	Including but not limited to: State/Federal, DOJ, CLETS, FBI, statics to various government agencies	Audit date	Permanent	GC 34090 et seq.	Department Secretary
Citations	By Citation Number	Parking/Traffic Citations	Issuance date	2 years	GC 34090 et seq.	Records Division
Citizen Complaints	By Employee Name	Investigations of alleged Employee misconduct	Complaint completed date	5 years	PC 832.5; 801.5; 803c EVC 1045, GC 12946; GC 34090 et seq.	Internal Affairs (IA)
Dispositions (Search and Seizures)	By Name	Search and seizure documents received from Court with	Date probation ends	2 years	GC 34090 et seq.	Police Chief's Office
Employee Records	Background File	Record of background investigation	Termination	5 years	GC 34090 et seq.	Personnel Division
	Medical File	Medical information for each Employee		30 years	US OSHA 29 CFR 191020	
	Personnel File	Employment records., i.e. evaluations, pay changes, co		5 years	GC 34090 et seq.	
Field Interview Cards	By Name	Documentation of a filed contact by an Officer	Date Written	2 years	GC 34090 et seq.	Records Division
Finance	Petty Cash Receipts - by Fiscal Year	Expense vouchers and reimbursement requests	Reimbursement date	2 years	GC 34090 et seq.	Special Investigations
Financial Disclosure Form	By Name	Confidential financial disclosure form completed by Employees working designated assignments	Separation date from designated assignment	2 years	GC 34090 et seq.	Personnel Division
Graffiti Task Force		Correspondence, records or interdepartmental actions concerning Task Force issues	Incident date	3 years	GC 34090 et seq.	District Investigations

City of Los Alamitos Records Retention Schedule
Police Department

Schedule G

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Miscellaneous Records	Trespass Forms	Permission form signed by property owner	Date of Initial Report	2 years	GC 34090 et seq.	Filed Operations
	Ride-along Requests	Includes application	Date of Ride Along			
	Vacation Checks	Self explanatory	Date of Check			
Personnel	By Name	City employment requests for record checks of new Employees and supporting documents	Request date	2 years	GC 34090 et seq.	Records Division
	By Name	Explorer Post applications and performance records of explorers	Termination	2 years	GC 34090 et seq.	Department Secretary
Petitions	Petition and Orders under PC 1034 (no case numbers)	Court orders requiring the sealing of records	Order date	2 years	GC 34090 et seq.	Records Division
Police Reports	Child Abuse Reports	Self explanatory, including audio and video recordings	Report date	Close + 10	GC 34090 et seq.	Records Division
	Cities in which a case number is also issued			Until DR Purged	GC 34090 et seq.	
	Criminal Prosecution			CY + 5	GC 34090	
	Domestic Violence Reports			Close + 5	GC 34090 et seq.	
	Fatal Traffic Accidents			Permanent	GC 34090 et seq.	
	Felony Reports			Close +4	GC 34090 et seq.	
	Felony Capital Crimes			Permanent	GC 34090 et seq.	
	Homicide			Permanent	PC 799	
	Marijuana (under 1 oz.)			2 years	H&S Code 113615	
	Non-Criminal Occurrences			Current year +2	GC 34090 et seq.	
	Officer Involved Shootings			Close +25	GC 34090 et seq.	
	Sealed Records - Adult		Date of Sealing	3 years	GC 34090, PC 851.1(a)	
	Sealed Records - Juvenile		Date of Sealing	5 years	GC 34090 et seq., WIC 389(c), WIC 781 (d)	
	Traffic and Parking Citations		Report date	Current year +2	GC 34090 et seq.	
Polygraph Files	By Calendar Year	Pre-employment polygraph examinations	Creation date	3 years	GC 34090 et seq.	Police Chief's Office
Psychological Files	By Calendar Year	Pre-employment psychological examinations results	Creation date	5 years	GC 34090 et seq.	Personnel Division
Roll Call Briefing Files		Information disseminated at roll call briefings	Briefing date	2 years	GC 34090 et seq.	Field Operations
Sexual Harassment Investigations	By Calendar Year	Investigations of sexual harassment complaints	Investigation completion date	5 years	GC 34090 et seq.	Department Secretary

City of Los Alamitos Records Retention Schedule

Police Department**Schedule G**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Statistical Reports	Uniform Crime Report (UCR)	State reports of statics on crimes and supporting documentation	Date of report	10 years	GC 34090 et seq.	Operation Captain's Office
Supervisor Logs	By Supervisor's Name	Daily logs written by supervisors documenting shift actives	Date Written	2 years	GC 34090 et seq.	Department Secretary
Training Records	Departmental Orders	Self explanatory	Permanent	Permanent	GC 34090 et seq.	Training Division
	Employee Training Records by Employee Name	Schools and classes attended by police employees	Termination Date	5 tears	GC 34090 et seq.	Training Division
	Jail Training Records by Employee Name	Jail Employee training records	Termination Date	5 years	GC 34090 et seq.	Jail Facility
	K-9 Training Records	Training records of K-9 Officers	Termination Date	5 Years	GC 34090 et seq.	K-9 Unit
	Law Summary	Summaries issued by City Attorney and legal advisor	Date of Issue	5 years	GC 34090 et seq.	Training Division
	Range Records	Employees' scores and documentation	Date Created	5 years	GC 34090 et seq.	Training Division
	Standards and Training for Corrections (STC)	Mandated quarter and annual report submitted to STC	Date of Report	2 years	GC 34090 et seq.	Jail Facility
	Training Bulletins	Self explanatory	Permanent	Permanent	GC 34090 et seq.	Training Division
Vehicles	Repossession Logs	Record of repos vehicles reported to the Department	Date of Incident	2 years	GC 34090 et seq.	Records Division
Warrants	Active Local Warrants	Active warrants, teletypes and related documents	Date of Service	2 years	GC 34090 et seq.	Records Division
	Served Local Warrants	Served warrants, teletypes and related documents				
	Worksheets	Served warrant working papers with no case number				

City of Los Alamitos Records Retention Schedule
Public Works Department

Schedule H

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Administrative Services	Correspondences	Misc. correspondences not related to projects	Creation date	2 years	GC 30490 et seq.	Public Works
	Permits	Bus shelters, news racks	Approval date	Expiration + 2 years		
Construction/Engineering	Post Construction Critiques	Project/Contractor reviews	Completion date	T+ 4 years	GC 34090 et seq.	Engineering
	Project Files	Construction project related files	Completion date			
	Bench Marks	Vertical survey data	Survey date			
	Centerline Ties	Horizontal survey data	Survey date			
	Project Data	Project survey data	Survey date			
	Structures	Demolitions	Completion date			
Design Engineering	Soil Reports	Detailed soil analysis/construction recommendations	Report date	Permanent	GC 34090 et seq.	Engineering
	Material Specifications	Specifications of materials used in construction projects	Date approved	Permanent		Engineering
	Acquisition File	Agent's diary, offer letter and other correspondence, escrow documents	Close of escrow	10 years		Engineering
	Relocation File	Informational documents, claim forms, verification of payment, etc.	Receipt of final relocation payment	10 years		Engineering
	Appraisals	Assesses value of property	Close of escrow	2 years		Engineering
	Residential Real Estate	Included deeds, parcel maps, tract maps, right of way maps.	Creation date	Permanent		Engineering
	Right-of-Way	Property Acquisition	Completion date	10 years		Engineering
Development Engineering	Industrial Discharge Permits	National Pollution Eliminations System	Expiration date	Permanent	GC 34090 et seq.	Engineering
	Street Work and Utility Permits	Encroachment Permits	Completion date	5 years		Engineering
	Transportation/Wide Load Permits	Oversized Vehicles	Completion date	3 years		Engineering
	Studies	Runoff/Drainage	Approval date	5 years		Engineering
	NPDES	Correspondences and related documents	Date issued	5 years		Engineering
	Water Quality Management Plan	WQMP	Approval date	Until super seceded		Development Services
	Industrial Commercial Inspection Records	Records required by permit	Inspection date	5 years		Engineering
	City Program Effectiveness Assessment	Annual NPDES Report	Submittal date	permanent		Development Services
	Storm Water Pollution Prevention Plan	SWPPP	Certificate of Occupancy	1 year		Development Services
	Miscellanies Cash Transaction	Contains specific notes	Date issued	3 years		Engineering
	Certificate of Insurance	Proof of Liability insurance and endorsement	Date received	Completion +10 years		Engineering
	Development Project Folder	Public Works requirements of approval for private development projects and site plans. Includes copy of bond release letter	Completion of project or expiration of development agreement, whichever is later	5 years		Engineering
	Development Conditions	Public Works conditions of approval for private development projects	Date issued	Permanent		Engineering
	Special Studies	Joint powers authorities, etc.	Date completed	Permanent		Engineering

City of Los Alamitos Records Retention Schedule
Public Works Department

Schedule H

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Development Engineering (continued)	Certificates of Compliances	City Engineer approval of existing subdivision	Date recorded	Permanent	GC 34090 et seq.	Engineering
	Transportation	Alignment and environmental studies	Project date	Permanent		
	Reports	Measure M, Congestion Management Plan, Arterial Highway Program	Report date	10 years		
	Over the Counter	Public Works requirements of approval for over the counter Projects; site plans	Final sign-off of permit	2 years		
	Conditions of Approval - Private Development	Correspondences regarding Conditions of Approval	Date created and signed	Permanent		
Drawings	Drawings	Plans/Drawings including channelization, signal and interconnect plans, City-owned buildings, structures, wells, reservoirs, widening, overpasses, traffic management studies, counts, phasing, city yard construction drawings, civic center facilities, park structures, streets, alleys, medians, curbs and gutters, sidewalks, transportation center, sewer and water mains, booster stations, lift stations, pump stations, MWD connections	Date signed	Permanent	GC 34090 et seq.	Engineering
	Drawings	Traffic control plans	Date signed			
	Drawings	Bike lane and bike trails	Completion date			
	Drawings	Park improvements	Completion date			
Inventory	Chemical and Hazardous Material	Documents chemicals and hazardous materials owned, used, in the possession in the course of City Business. Material safety data sheets, disposal, use and storage records	Last Use	30 years	8 CCR 3204	Public Works
Maintenance	Service Requests	Requests for maintenance service. Includes and is not limited to: monthly street work summary reports; street maintenance, slurry seal, resurfacing; weed, rubbish, graffiti; planting, removal and trimming of trees; driver equipment certification; supervisor's crew work records; graffiti removal	Request date	2 years	GC 34090 et seq.	Public Works
Traffic	Traffic Signals	Traffic control computer, maintenance	Completion date	Until Super seceded	GC 34090 et seq.	Engineering
	Accident Data/Collision Diagrams	Location/accident/type/collision diagrams	Diagram/Collision date	10 years		
	Average Daily Traffic/Turning Counts	Count data	Collection date	10 years		
	Traffic Orders	Various parking and traffic controls	Install date	Permanent		
	School Crossing Study	Study to justify crossing guard	Completion date	10 years		
	Signal Cabinet Prints	Signal wiring diagram	Install date	Until Super seceded		
	Signal/LT Phase Warrant	Studies to justify left turn installation	Install date	10 years		
	Signal Maintenance	Operation maintenances	Maintenance date	5 years		
	Signal Timing	Operation timing	Maintenance date	5 years		
	Speed Limit Study	Restudied every 5 years	Approval date	10 years		

City of Los Alamitos Records Retention Schedule

Public Works Department**Schedule H**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Traffic (continued)	Traffic Control Devices Inventory	Installation and maintenance data	Work date	Life of Structure + 5 years	GC 34090 et seq.	Engineering
	Traffic/Parking Studies	Neighborhoods, schools, parks, special	Study date	10 years		
	Requests for Service	Citizen-requests, studies	Request date	10 years		
Preventative Maintenance	Repairs, Inspection and Preventative Maintenance	Repairs, inspection and preventative; heating ventilation and air conditions chiller repair, air condition system refrigerant	Service Date	Life of Asset +2	State of CA, US EPA, SCAQMD	Public Works
	Inspection Reports	Annual Fire Inspection, 5 year systems inspection, annual fire extinguishers			State of CA	
	Underground Storage Monthly Test and 3 year inspections	Maintenance of diesel, gasoline tanks on City property			State of CA, US EPA, SCAQMD	
	Emergency Generators, Internal Combustion Pressure Pups Emission and Maintenance	Reports related to emergency power sources and building fire pump operations			State of CA, SCAQMD	
Light and Heavy Vehicles, Equipment	Fleet Maintenance	Work order, requisitions, accident reports, logs	Generation date	Active + 5 years	GC 34090 et seq.	Public Works
	CHP BIT Records Program	Driver Inspections		Active + 3 months		
		Driver Time Sheets		Active + 6 months		
		Driver Proficiency		Life + 1 year		
		BIT EQU Inspections		1 year		
City Yard	Operating Permits	AQMD UST Permits, hazardous Waste Permits	Generation date	Active	GC 34090 et seq.	Public Works
		AQMD UST Annual Renewal		1 year		
	Inspection and Reports	AQMD UST Monthly Inspection, KPDS Monthly Inspection, Haz-mat Generator Fee report		1 year		

City of Los Alamitos Records Retention Schedule

Recreation and Community Services (RCS)

Schedule I

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Administration	Applications		Application date	2 years	GC 34090 et seq.	RCS
	Correspondences	Misc. correspondences	Date created	2 years	GC 34090 et seq.	RCS
	Permits		Permit date	2 years	GC 34090 et seq.	RCS
Events	City Sponsored Events	Records the planning and history of events sponsored by the City. May include, but is not limited to mailing lists, invitations, photographs, media releases, correspondence, and event diagrams.	Event date	5 years	GC 34090 et seq.	RCS
Projects	General Project Files	Project files including correspondence, reports, and relevant back-up documentation	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Registration	Participant Registration and Attendance Records	Documents the registration and attendance of participants in sponsored events, activities, and classes. Records may include registration forms or cards, class or activity rosters, consent/waiver forms and related documents.	Last date of participation	2 years	GC 34090 et seq.	RCS
Reservations	Reservation Form	Facility reservations	Event date	2 years	GC 34090 et seq.	RCS

Records Inventory Identification Form

Box Number: _____ (if applicable)

Department: _____ Date: _____

Division/Office: _____

Inventoried By: _____ Ext: _____

Record Series Title: _____ Record Category: _____

Alternate Title(s): _____

Inclusive Dates from: _____ to: _____

Record Series Description: (content & purpose-be detailed)

[illegible]

Record is:

Vital	☐
Non-record	☐
Confidential	☐
Exempt from	
Public Disclosure	☐
Original	☐
Duplicate	☐

If duplicate, location of original:

Filing Method:

Chronological ☐

Alphabetical ☐

Subject ☐

Numerical ☐

Geographic ☐

Other: ☐

Value:

Administrative	☐
Fiscal	☐
Historical	☐
Legal	☐

Record Container:

Type: _____
Quantity: _____

File Location:

City Hall-Vault ☐
Room/Office ☐
Records Center ☐
(inactive)

Department Head's Suggested Retention:	Total Years
1	1
2	2
3	3
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100	100

DESTRUCTION YEAR:

Method and basis for Filing/Retention:

File at Dept. Level then destroy	☐		Total Years
File at Dept. Level then transfer to Record Center	☐		Total Years
Safeguard at Records Center then Destroy	☐		Total Years
Retain at Records Center Permanently	☐		
Retain at City Hall (vault) Permanently	☐		

Records Management Program

Page of

Requested By:

[illegible]

Approved

Date:

Date:

Date:

City of Los Alamitos
Records Management Program
Authority to Destroy Obsolete Records

The below records are submitted for destruction in accordance with the procedures outlined in the City of Los Alamitos Records Management Program adopted by City Council Resolution. Note: Documents will be reviewed for historical value and, if applicable, retained in the Archives. Documents involved in litigation or pending audit may not be destroyed.

DEPARTMENT:		DATE:		PAGE	OF
DIVISION:		PREPARED BY:			DESTRUCTION DATE:
RECORD CATEGORY (Use Retention Schedule)	RECORD SERIES Description. Attach additional sheets if needed	DATE OF RECORDS: FROM: TO:		REQUIRED RETENTION	LOCATION BOX NUMBER

Documents have been reviewed and approved for destruction.

APPROVAL *(print name and sign)*

Department Head Michael S. Daudt, City Attorney	Date
City Attorney Windmera Quintanar, MMC, City Clerk	Date
City Clerk or Records Manager	Date

CERTIFICATION OF DESTRUCTION OF RECORDS		Destruction Method <i>(circle one)</i>	
I hereby certify that I caused the records listed above to be destroyed.		Shredding Discard Outside Vendor	
Signature	Name/Title	Date	

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 9, 2026

ITEM NUMBER: 10C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Treasurer's Quarterly Investment Report — December 2025

SUMMARY

The item for City Council consideration is receiving the Treasurer's Quarterly Investment Report.

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – December 2025.

BACKGROUND

Sound investment practices are essential to the City's fiscal management. The City Treasurer is responsible for managing the City's investment portfolio, focusing first on the safety of investments and then on liquidity and an appropriate rate of return. The investment report and portfolio composition are attached.

DISCUSSION

This report summarizes the City's investment activities, portfolio listing, and balances for the December 31, 2025.

FISCAL IMPACT

Interest earnings for the quarter ending December 31, 2025, were \$256,965.

Attachment: 1. Quarterly Investment Report - December 31, 2025
 2. Pooled Investment Report Holdings - December 31, 2025



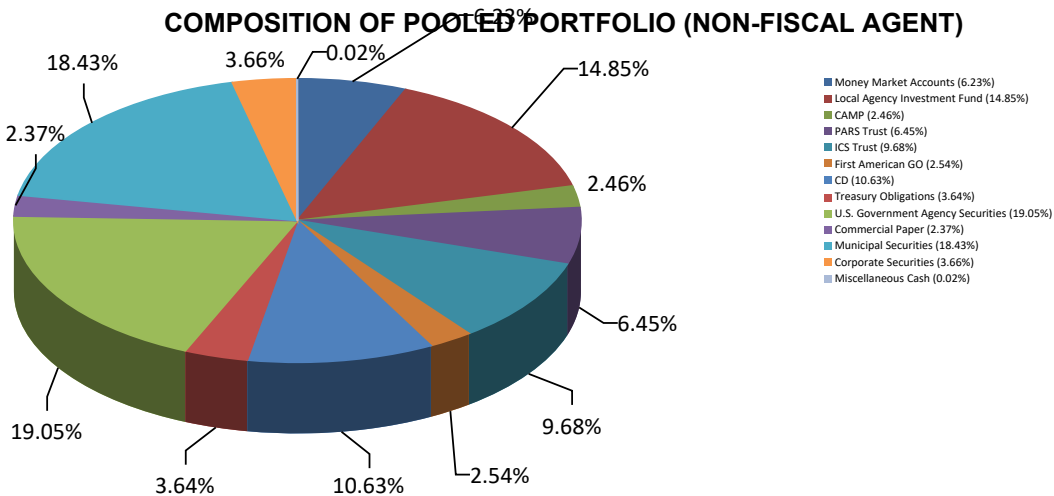
CITY OF LOS ALAMITOS

Quarterly Investment Report

December 31, 2025

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 1,289,618.81	\$ 1,289,618.81
Local Agency Investment Fund (LAIF)	3,069,682.33	3,075,605.53
California Asset Management Portfolio (CAMP)	510,350.22	510,350.22
PARS Trust	1,200,000.00	1,334,794.28
ICS Trust	2,003,693.68	2,003,693.68
First American Government Obligation	525,036.49	525,036.49
Certificates of Deposit	2,223,000.00	2,200,091.93
Treasury Obligations	746,749.15	752,901.15
U.S. Government Agency Securities	3,997,499.11	3,945,960.00
Commercial Paper	489,946.86	490,472.50
Municipal Securities	3,600,402.67	3,816,483.50
Corporate Securities	758,212.57	757,010.00
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	20,417,691.89	20,705,518.09
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	278.13	278.13
TOTAL INVESTMENTS HELD BY FISCAL AGENT	278.13	278.13

TOTAL CASH & INVESTMENTS \$ 20,417,970.02 \$ 20,705,796.22



It has been verified that this investment portfolio conforms to the City's investment policy approved by the City Council on 11/13/25. The Treasurer's cash management program and cash flow analysis indicate that sufficient liquidity is on hand to meet estimated future expenditures for six months. The weighted average maturity of the pooled investment portfolio is 1.20 years, and the weighted average yield on cost is 16.926% indenture associated with the bond transaction that generated the cash.

Craig Koehler



CITY OF LOS ALAMITOS
Quarterly Investment Report
December 31, 2025

ATTACHMENT 1

	AMORTIZED COST	MARKET VALUE
Craig Koehler, Finance Director / City Treasurer		



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
December 31, 2025

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PURCH COST 2	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE 3
<u>MONEY MARKET ACCOUNTS</u>									
US Bank		Varies	Varies	Coll. 1	Varies	1,289,618.81	1,289,618.81	0.74%	1,289,618.81
SUBTOTAL MONEY MARKET ACCOUNTS		Varies	Varies			1,289,618.81	1,289,618.81	0.74%	1,289,618.81
LOCAL AGENCY INVESTMENT FUND (LAIF)		Varies	Varies		Varies	3,069,682.33	3,069,682.33	100.19%	3,075,605.53
CALIFORNIA ASSET MANAGEMENT POOL (CAMP)		Varies	Varies		Varies	510,350.22	510,350.22	3.95%	510,350.22
PARS TRUST		Varies	Varies		Varies	1,200,000.00	1,200,000.00	1.99%	1,334,794.28
ICS TRUST		Varies	Varies			2,003,693.68	2,003,693.68	3.00%	2,003,693.68
FIRST AMERICAN GOVT OBLIGATION		Varies	Varies			525,036.49	525,036.49	3.64%	525,036.49
<u>CERTIFICATES OF DEPOSIT</u>									
Ally Bank	02007GXC3	3.45%	08/04/26	FDIC	08/04/22	245,000.00	245,000.00	3.45%	244,676.60
Bank of Hapoalim New York	06251A3MO	1.50%	01/22/27	FDIC	01/22/22	250,000.00	250,000.00	1.50%	244,792.50
Capital One Bank	14042TEU7	2.25%	03/23/27	FDIC	03/16/22	247,000.00	247,000.00	2.25%	242,988.72
Capital One NA	14042RTH4	3.50%	08/03/26	FDIC	08/03/22	245,000.00	245,000.00	3.50%	244,747.65
Discover Bank	254673P34	3.50%	08/10/26	FDIC	08/10/22	245,000.00	245,000.00	3.50%	244,772.15
Sallie Mae Bank Salt Lake UT	795451AF0	1.00%	07/28/26	FDIC	07/28/21	248,000.00	248,000.00	1.00%	244,302.32
State Bank of India New York NY	856285C33	1.45%	01/22/27	FDIC	01/22/22	250,000.00	250,000.00	1.45%	244,580.00
Texas Exchange Bank SSB	88241TLA6	0.80%	06/04/26	FDIC	06/04/21	248,000.00	248,000.00	0.80%	244,969.44
Goldman Sachs Bank USA	38151PBC4	3.65%	10/23/28	FDIC	10/21/25	245,000.00	245,000.00	3.65%	244,262.55
SUBTOTAL CERTIFICATES OF DEPOSIT						2,223,000.00	2,223,000.00		2,200,091.93
<u>TREASURY OBLIGATIONS</u>									
U. S Treasury Note	91282CKY6	4.65%	06/30/26	AAA	07/01/24	250,000.00	251,656.50	4.65%	251,297.50
U. S Treasury Note	91282CLS8	4.13%	10/31/26	AAA	10/31/24	250,000.00	246,422.15	4.13%	246,046.15
U. S Treasury Note	91282CMG3	4.25%	01/31/30	AAA	01/31/25	247,926.59	248,670.50	4.25%	255,557.50
SUBTOTAL TREASURY OBLIGATIONS TOTAL						747,926.59	746,749.15		752,901.15
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>									
Federal Home Loan Bank	3130ALCV4	0.75%	02/24/26	Aa1	10/28/21	247,368.50	247,368.50	0.75%	248,932.50
Federal Farm Credit Banks	3133ENBK5	1.14%	10/20/26	Aa1	12/15/21	248,987.50	248,987.50	1.14%	245,137.50
Federal Home Loan Bank	3130APFU4	1.05%	10/28/26	Aa1	10/28/21	249,153.11	249,153.11	1.05%	244,827.50
FHLB STEP-UP	3130APTZ8	2.00%	11/24/26	Aa1	11/21/21	500,000.00	500,000.00	2.00%	498,160.00



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
December 31, 2025

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PURCH COST 2	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE 3
Federal Home Loan Banks	3130AQJG9	1.65%	01/28/27	Aa1	01/22/22	1,000,000.00	1,000,000.00	1.65%	979,930.00
Federal Home Loan Banks	3130AQWJ8	2.05%	03/22/27	Aa1	03/03/22	1,001,990.00	1,001,990.00	2.05%	981,790.00
Federal Home Loan Banks	3130ARKD2	3.25%	04/21/27	Aa1	05/02/22	500,000.00	500,000.00	3.25%	497,770.00
Federal Home Loan Banks	3130B2ZM0	4.05%	10/02/29	Aa1	11/01/24	250,000.00	250,000.00	4.05%	249,412.50
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES						3,997,499.11	3,997,499.11		3,945,960.00
COMMERCIAL PAPER									
ING US FDG LLC	45685RFN2	3.77%	6/22/2026	A-1	12/19/2025	250,000.00	245,248.65	3.77%	245,500.00
Jackson National Life Ins	46850CGD3	3.75%	7/13/2026	A-1	12/10/2025	250,000.00	244,698.21	3.75%	244,972.50
SUBTOTAL COMMERCIAL PAPER						500,000.00	489,946.86		490,472.50
MUNICIPAL SECURITIES									
California State GO Unlimited Taxable	13063DRD2	4.420%	10/01/26	Aa2	01/03/23	465,295.00	465,295.00	4.42%	495,470.00
California St GO Txbl Various	13063DC48	4.200%	02/01/28	Aa2	06/01/23	358,032.00	358,032.00	4.20%	384,976.00
Chaffey CA Community College Dist	157432LP8	4.250%	06/01/28	Aa1	01/26/24	229,160.85	229,160.85	4.25%	243,346.50
Citrus CA CCD	17741RGF9	4.650%	08/01/28	Aa1	08/30/23	241,046.40	241,046.40	4.65%	264,535.60
Liberty CA Union High Sch Dist	530319SN3	4.050%	08/01/27	Aa2	05/26/23	268,179.00	268,179.00	4.05%	289,188.00
Placentia-Yorba Linda CA GO Taxable Ref Ser B	725894MX4	4.300%	8/1/2027	Aa2	12/19/22	219,412.50	219,412.50	4.30%	241,120.00
San Diego CA Cmnty Clg GO UNLT	797272RN3	4.050%	05/01/26	Aaa	04/14/23	248,486.40	248,486.40	4.05%	266,743.80
San Joaquin CA Delta Community N/C	798063GY3	4.530%	08/01/29	Aa2	01/07/25	269,892.20	269,892.20	4.53%	281,058.00
Santa Monica-Malibu Unified Sch Dist	802498ZC2	4.120%	08/01/28	Aa1	01/10/24	307,874.00	307,874.00	4.12%	328,065.50
Santa Rosa CA HSD GO	802615K37	4.900%	08/01/28	Aa1	04/25/24	219,367.50	219,367.50	4.90%	236,957.50
University Calif Rev Series Taxable Gen Bonds	91412HJQ7	3.580%	05/15/29	Aa1	09/27/24	280,473.20	280,473.20	3.58%	284,571.10
Mission Viejo CA Community Dev Bonds	60519NDD6	4.360%	05/01/30	AA+	05/22/25	259,059.32	259,059.32	4.36%	266,475.00
Blackrock	09247XAQ4	3.900%	04/30/30	AA+	08/29/25	234,125.55	234,124.30	3.90%	233,976.50
SUBTOTAL MUNICIPAL SECURITIES						3,600,403.92	3,600,402.67		3,816,483.50
CORPORATE SECURITIES									
Morgan Stanley Finance LLC	61766YMT5	5.1500%	01/20/28	A-1	01/20/23	250,000.00	250,000.00	5.15%	253,827.50
Chevron USA	166756BJ14	4.3000%	10/15/30	Aa2	10/25/25	257,757.76	255,488.32	4.30%	252,415.00
Google Inc (Alphabet Inc)	02079KAW7	4.1000%	11/15/30	Aa2	11/06/25	250,000.00	252,724.25	4.10%	250,767.50
SUBTOTAL CORPORATE SECURITIES						757,757.76	758,212.57		757,010.00
FISCAL AGENT						278.13	278.13		278.13
MISCELLANEOUS CASH						3,500.00	3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS						14,355,317.55	14,344,540.53		14,491,649.25



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
December 31, 2025

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PURCH COST 2	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE 3
TOTAL POOLED CASH & INVESTMENTS						20,428,747.04	20,417,970.02		20,705,796.22

1 Collateralized in accordance with Section 53652 of the CA state code.

2 Purchase cost may be more/less than the amortized cost, where the transaction was purchased that included accrued interest or at a discount to take advantage of market conditions.

3 Market value represents the value of the investment at a given point in time and may be different than the acquisition price, the full principal will be recouped at the time of maturity.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 9, 2026

ITEM NUMBER: 10D

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Ron Noda, Assistant City Manager/Development Services Director
Britney Ramirez, Management Analyst**

**Subject: Amendment No. 1 with The Institute of Electrical and Electronics
Engineers for a Warehouse Lease Agreement**

SUMMARY

This item seeks to exercise a three (3) year extension option via an amendment to the Lease Agreement between the City of Los Alamitos and The Institute of Electrical and Electronics Engineers, for warehouse space at 10662 Los Vaqueros Circle.

RECOMMENDATION

1. Authorize the City Manager to exercise an optional three (3) year extension term under the current Lease Agreement with The Institute of Electrical and Electronics Engineers for the use of warehouse space located at 10622 Los Vaqueros Circle; and,
2. Authorize the City Manager to execute Amendment No. 1, on a form approved by the City Attorney, to the Lease Agreement to extend the lease term with an amount not to exceed \$525,515.52 over three years.

BACKGROUND

The Los Alamitos Civic Center is situated on approximately 1.39 acres and houses the Council Chamber, City Hall, the Police Department, Public Works garages, and parking for the public, city employees, and city vehicles. Due to space constraints at the Civic Center, existing facilities are inadequate to accommodate all City supplies, equipment, and vehicles.

The City has been utilizing warehouse space located at 10662 Los Vaqueros Circle due to insufficient capacity at existing City facilities. The warehouse site includes approximately 8,000 square feet of enclosed warehouse space, with an adjoining outdoor parking area of approximately 8,000 square feet. The warehouse is currently shared by the Recreation and Community Services Department, Development Services Department, and the Police Department.

DISCUSSION

Staff evaluated multiple potential locations within the City of Los Alamitos and determined that the property located at 10662 Los Vaqueros Circle best met the City's operational needs.

Accordingly, a three-year lease agreement for the property was approved by the City Council in February 2023 and is now approaching expiration. Over the past three years, the City's use of this location has proven to be effective and beneficial, providing much-needed storage capacity and improving operational efficiency.

As described above, the site comprises approximately 8,000 square feet of enclosed warehouse space and an adjoining outdoor parking and storage area of approximately the same size. The indoor warehouse space is divided into four garage stalls, with one stall designated for Police Department equipment, one stall for Recreation and Community Services equipment, and two stalls allocated to the Development Services Department for storage purposes. The outdoor parking and storage area is utilized for City waste containers, vehicles, and equipment, including the portable stage, traffic control equipment, trailers, message boards, and light towers.

The continued use of this facility has freed up parking at the Civic Center and created opportunities to re-purpose existing space for additional offices and expanded locker room facilities, supporting both current operations and future City needs. Staff is recommending a lease amendment for an additional three (3) years, extending the lease term for the use of the warehouse through February 28, 2029.

FISCAL IMPACT

The current lease agreement is for a three-year term, commencing March 1, 2023, and expiring February 28, 2026. The proposed amendment provides for a five percent (5%) annual rent escalation during the extension term. Accordingly, the monthly rate during the first year of the extension term will be \$13,891.50, increasing to \$14,586.08 in the second year and \$15,315.38 in the third year. The cumulative lease cost over the three-year extension term is \$525,515.52.

If approved, the Fiscal Year 2025–26 budget will be revised to reflect the increased lease costs, which will be funded through the Non-Departmental Fund. Sufficient funding is available in the FY 2025–26 Non-Departmental Fund budget to cover the increased costs for a part of the first-year amendment expenses. Lease costs for future fiscal years will be incorporated into the respective annual budget processes.

- Attachment:
1. Amendment No. 1 with The Institute of Electrical and Electronic Engineers
 2. Lease Agreement with The Institute of Electrical and Electronic Engineers

AMENDMENT NO. 1 TO LEASE AGREEMENT
10662 Los Vaqueros Circle

This Amendment No. 1 to Lease Agreement (“Amendment”) is made and entered into to be effective the 1st day of March 2026 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City” as “Lessee”) and The Institute of Electrical and Electronics Engineers (“Lessor”) (collectively the “Parties”, or individually a “Party”).

RECITALS

A. City and Lessor entered into that certain Lease Agreement dated January 12, 2023 (“Lease”), which is incorporated herein by this reference.

B. The initial three-year term of the Lease will expire on February 28, 2026, unless extended.

C. The Lease Agreement provides for up to two thirty-six (36) months extensions of the Lease term.

D. The Parties now desire to extend the term of the Lease Agreement for the first of two 36-month option terms, subject to the terms and provisions of this Amendment Two.

NOW, THEREFORE, City and Lessor mutually agree as follows:

1. The term of the Lease is hereby extended for an additional thirty-six (36) months, ending February 28, 2029.

2. City may elect to exercise one additional thirty-six (36) month extension of the Lease term in accordance with Paragraph 50 of the Lease.

3. Except as expressly modified above, all terms and conditions of the Lease shall remain unchanged and in full force and effect.

4. The persons executing this Lease on behalf of the Parties warrant that they are duly authorized to execute this Amendment on behalf of said Parties and that by so executing the Parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”

City of Los Alamitos

By: _____
Chet Simmons
City Manager

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Lessor”

**The Institute of Electrical and Electronics
Engineers**

By: _____
Melissa Russell
Executive Director



STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only January 12, 2023, is made by and between The Institute of Electrical and Electronics Engineers ("Lessor") and The City of Los Alamitos ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 10662 Los Vaqueros Circle, Los Alamitos, CA 90720 ("Premises"). The Premises are located in the County of Orange, and are generally described as (describe briefly the nature of the Premises and the "Project"): approximately 8,000 SF warehouse portion located in 10662 Los Vaqueros Circle. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) **Parking:** 2 / 1,000 unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** three (3) years and 0 months ("Original Term") commencing March 1, 2023 ("Commencement Date") and ending February 28, 2026 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing March 1, 2023 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$12,000.00 per month ("Base Rent"), payable on the 1st day of each month commencing March 1, 2023. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 52.

1.6 **Lessee's Share of Common Area Operating Expenses:** 0 percent (0%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$12,000.00 for the period March 1, 2023 - March 31, 2023.

(b) **Common Area Operating Expenses:** The current estimate for the period March 1, 2023 - March 31, 2023 is \$0.00.

(c) **Security Deposit:** \$12,000.00 ("Security Deposit"). (See also Paragraph 5)

(d) **Other:** None for the period of the lease.

(e) **Total Due Upon Execution of this Lease:** \$24,000.00.

1.8 **Agreed Use:** warehouse use for storing equipment for the City of Los Alamitos and the police department. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"): Lee & Associates Commercial Real Estate Services, Inc. - South Bay dba Lee & Associates Los Angeles- Long Beach, Inc. License No. 01069854 is the broker of (check one): ☐ the Lessor; or ☒ both the Lessee and Lessor (dual agent).

Lessor's Agent Shaun McCullough License No. 01380928 is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Lee & Associates Commercial Real Estate Services, Inc., - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. License No. 01069854 Is the broker of (check one): ☐ the Lessee; or ☒ both the Lessee and Lessor (dual agent).

Lessee's Agent Shaun McCullough License No. 01380928 is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of 4 % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by None ("Guarantor"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 53;

☐ a site plan depicting the Premises;

☐ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

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- ☐ a Work Letter;
☐ other (specify): _____.

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.


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INITIALS

2.6 Vehicle Parking. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

- (a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
- (b) Lessee shall not service or store any vehicles in the Common Areas.
- (c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 Common Areas - Definition. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

~~**3.2 Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.~~

3.3 Delay In Possession. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

~~**4.2 Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:~~

- ~~(a) The following costs relating to the ownership and operation of the Project are defined as "**Common Area Operating Expenses**":~~
- ~~(i) Costs relating to the operation, repair and maintenance, in next, clean, good order and condition, but not the replacement (see subparagraph~~

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(e)), of the following:

(aa) ~~The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.~~

(bb) ~~Exterior signs and any tenant directories.~~

(cc) ~~Any fire sprinkler systems.~~

(dd) ~~All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.~~

(ii) ~~The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.~~

(iii) ~~The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.~~

(iv) ~~Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.~~

(v) ~~Any increase above the Base Real Property Taxes (as defined in Paragraph 10).~~

(vi) ~~Any "Insurance Cost Increase" (as defined in Paragraph 8).~~

(vii) ~~Any deductible portion of an insured loss concerning the Building or the Common Areas.~~

(viii) ~~Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.~~

(ix) ~~The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.~~

(x) ~~The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.~~

(b) ~~Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.~~

(c) ~~The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.~~

(d) ~~Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.~~

(e) ~~Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.~~

(f) ~~Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.~~

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or

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causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, Lessee's employees, contractors or invitees, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i)

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any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), ~~4.2 (Common Area Operating Expenses)~~, 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, ~~subject to reimbursement pursuant to Paragraph 4.2,~~ shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on

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the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases

(a) ~~As used herein, the term "Insurance Cost Increase" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The "Base Premium" shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).~~

~~(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.~~

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. For any of Lessee's owned, non-owned, and hired vehicles that are on or stored on the premises, automobile insurance with a limit for bodily injury and property damage of not less than \$1,000,000 each occurrence is required.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an

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agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

~~(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.~~

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: ~~(i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom.~~ Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

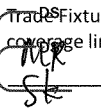
9. **Damage or Destruction.**

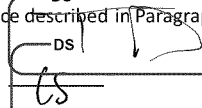
9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.


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(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definitions.

(a) **"Real Property Taxes."** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term "Base Real Property Taxes" shall be the amount of Real Property Taxes, which are assessed

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against the Project, during the entire calendar year in which the Lease is executed.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or pay phone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation

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herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination;

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(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

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15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email

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shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

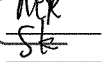
(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises


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are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its

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board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and

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determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

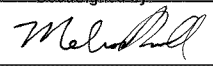
The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____

On: _____

By LESSOR:

The Institute of Electrical and Electronics Engineers

By: 

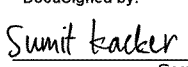
Name Printed: Melissa Russell

Title: Executive Director, IEEE CS

Phone: 703.868.1786

Fax: _____

Email: mrussell@computer.org

By: 

Name Printed: Sumit Kacker

Title: Staff

Phone: 6574659068

Fax: _____

Email: s.kacker@computer.org

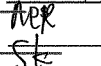
Address: 10662 Los Vaqueros Circle, Los Alamitos, CA

Federal ID No.: 13-1656633

BROKER

Lee & Associates Commercial Real Estate Services, Inc.

- South Bay dba Lee & Associates Los Angeles- Long Beach, Inc.



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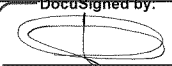
MTG-24.40, Revised 10-22-2020

Executed at: _____

On: _____

By LESSEE:

The City of Los Alamitos

By: 

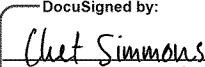
Name Printed: Kanya Doby

Title: Mayor

Phone: 5624313538

Fax: _____

Email: Tdoby@cityoflosalamitos.org

By: 

Name Printed: Chet Simmons

Title: City Manager

Phone: 562 431-3538

Fax: _____

Email: Csimmons@cityoflosalamitos.org

Address: 3191 Katella Avenue

Federal ID No.: 95-2133135

BROKER

Lee & Associates Commercial Real Estate Services, Inc.

- South Bay dba Lee & Associates Los Angeles - Long Beach, Inc.



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Attn: Shaun McCullough
Title: Principal

Address: 5000 E Spring Street, Suite 600
Long Beach, CA 90815
Phone: 562-354-2500
Fax: 562-354-2501
Email: smccullough@leelalb.com
Federal ID No.: 33-0381802
Broker DRE License #: 01069854
Agent DRE License #: 01380928

Attn: Shaun McCullough
Title: Principal

Address: 5000 E Spring Street, Suite 600
Long Beach, CA 90815
Phone: 562-354-250
Fax: 0562-354-2501
Email: smccullough@leelalb.com
Federal ID No.: 33-0381802
Broker DRE License #: 01069854
Agent DRE License #: 01380928

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OPTION(S) TO EXTEND TERM STANDARD LEASE ADDENDUM

Dated: January 12, 2023

By and Between

Lessor: The Institute of Electrical and Electronics Engineers

Lessee: The City of Los Alamitos

Property Address: 10662 Los Vaqueros Circle, Los Alamitos, CA 90720
(street address, city, state, zip)

Paragraph: 50 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee two (2) option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of thirty-six (36) months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least three (3) but not more than six (6) months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ I. **Consumer Price Index.**

(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "**Option Term CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (fill in Urban Area): _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to (select one): ☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ (fill in month) _____.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ II. **Fixed Percentage.** During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by _____ percent (____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☐ III. **Fair Market Value.**

(a) During the Option Term(s) which start(s) on 37 months after the initial Lease Term, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("**Fair Market Value**"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral Arbitrator**"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

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OE-7.00, Revised 11-05-2021

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(d) The Advocate Arbitrators and the Neutral Arbitrator ("**Arbitrator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the three Arbitrators shall first reach a decision as to their own independent opinion of the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Arbitrators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators' Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

☐ **IV. Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

☐ **V. Continuation of Original Term Adjustments.**

The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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ADDENDUM TO LEASE

Date: January 12, 2023

By and Between

Lessor: The Institute of Electrical and Electronics Engineers

Lessee: The City of Los Alamitos

Property Address: 10662 Los Vaqueros Circle, Los Alamitos, CA 90720
(street address, city, state, zip)

Paragraph: 51 - 53

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

51. This Standard Multi-Tenant Office Lease-Gross, has been prepared by Lee & Associates Commercial Real Estate Services, Inc. - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. at the request of Lessor and Lessee. This Lessor and Lessee agree to indemnify and hold harmless Lee & Associates Commercial Real Estate Services, Inc. - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. , its respective Agents and Employees, for any Liability of Loss, including without limitation, Attorney fees and costs that may be occasioned as a result of completing this Standard Multi-Tenant Office Lease-Gross. Lessor and Lessee acknowledge being advised by Lee & Associates Commercial Real Estate Services, Inc. - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. to have this Standard Multi-Tenant Office Lease-Gross reviewed by their respective Attorneys, Accountants, or Insurance Agents for professional advice. The information contained herein has been obtained from sources believed reliable, but not guaranteed. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. Lessee should conduct a careful, independent investigation of the property during their due diligence to determine to their satisfaction the accuracy and completeness of the information contained herein.

52. Base Rent shall increase five percent (5%) per annum on each anniversary date.

53. Lessee to take possession of the premises in an "As-Is" condition.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Lessee: Name Printed: Tanya Doby, Title: Mayor, Company Name: City of Los Alamitos

☐ Buyer ☐ Seller ☐ Lessor ☒ Lessee ☒ X DocuSigned by: [Signature] Date: 2/28/2023

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee DocuSigned by: [Signature] Date: 3/8/2023

Agent: Lee & Associates Commercial Real Estate Services Inc. - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. DRE Lic. #: 01069854

DS Real Estate Broker (Firm)

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DocuSigned by:

Shawn McCullough

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By: Shawn McCullough, Principal

DRE Lic. #: 01380928

Date: 2/28/2023

(Salesperson or Broker-Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(c) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** “Confidential information” means facts relating to the client’s financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller’s agent from also being a buyer’s agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

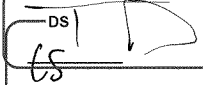
2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender’s approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 9, 2026

ITEM NUMBER: 11A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Ordinance No. 2026-01 - Adding Chapter 9.24 to Title 9 of the Los Alamitos Municipal Code Regulating the Sale of Nitrous Oxide

SUMMARY

Consideration of a proposed ordinance to ban the sale, distribution, and advertisement for sale of nitrous oxide, devices designed to dispense nitrous oxide, and any device which contains any amount of nitrous oxide, except for specified medicinal or industrial purposes. The purpose of the ordinance is to protect the public health and welfare against the sale and distribution of products which can cause serious and potentially life-threatening health complications such as low blood pressure, low oxygen, fainting, heart attack, and nerve damage, as well as long term effects such as increased risk of depression, psychosis, memory loss, muscle spasms, tinnitus, numbness, weakened immune system, and birth defects (if used during pregnancy).

RECOMMENDATION

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2026-01; and,
2. City Attorney Daudt to read the title of Ordinance No. 2026-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.24 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE REGULATING THE SALE AND DISTRIBUTION OF NITROUS OXIDE"

BACKGROUND

Nitrous Oxide is a colorless, odorless gas which is traditionally used in legitimate settings such as in medical and dental offices, in automotive applications, and in industrial food applications. However, despite state laws regulating nitrous oxide, which is also known as "laughing gas," "nox," "nos," "galaxy gas," and "whippits," legal gaps exist which have resulted in the continued sale and use of these products for recreational purposes. Currently, California Penal Code section 381b prohibits the possession of nitrous oxide products with the intent to inhale those products to become intoxicated. Section 381c makes it unlawful to sell nitrous oxide products to persons under the age of 18. Section 381e requires retailers who sell nitrous oxide products to maintain records of all sales. And finally, section 381d makes it a crime to knowingly sell nitrous oxide to a person who intends to use the product to inhale it and provide for greater penalties if the consumer's use of the product results in great bodily injury or death.

Despite these state regulations, the low cost of nitrous oxide products, coupled with a lack of local regulation, has led to increased misuse of these products. This proposed ordinance

seeks to address these issues by reducing unlawful access and discouraging unlawful sales practices.

DISCUSSION

The proposed ordinance would add Chapter 9.24, to Title 9 of the Los Alamitos Municipal Code. The new chapter would make it unlawful for any individual or business to sell, distribute, or offer for sale, any nitrous oxide product, any device used to administer nitrous oxide, or any device containing any amount of nitrous oxide except in limited circumstances. These exceptions from the general prohibition will allow for continued wholesale of nitrous oxide products when sold for legitimate medical, dental, and industrial purposes. These include:

- Products in which nitrous oxide is used as a propellant for food items (e.g. whipped cream canisters).
- Wholesale transactions in which the seller does not know or have a reason to believe that the product will be sold or used for recreational purposes.
- Medical or dental applications when used pursuant to state law and under the supervision of licensed medical or dental practitioners.
- Sales by pharmacists, pharmacy interns, or licensed wholesalers in accordance with state law.
- Products in canisters specifically designed for use in automotive applications.

Violations of the proposed ordinance would be punishable pursuant to the General Penalty provisions of the Los Alamitos Municipal Code (Chapters 1.20 and 1.24). Specifically, at the discretion of enforcement officers and/or the City Attorney, violations of the ordinance could be cited as criminal misdemeanor or infractions offenses, abated by civil action, and/or subject to issuance of civil administrative citations.

FISCAL IMPACT

Minimal fiscal impact associated with efforts to enforce prohibition by the City's Code enforcement and/or law enforcement personnel.

Attachment: 1. Ordinance No. 2026-01: Ban Sale of Nitrous Oxide Products

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.24 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE REGULATING THE SALE AND DISTRIBUTION OF NITROUS OXIDE

WHEREAS, the City of Los Alamitos (“City”) is empowered pursuant to California Constitution, Article XI, Section 7, to make and enforce within its jurisdiction all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, California Health & Safety Code section 101450 empowers the City Council to take measures necessary to preserve and protect the public health, including adopting ordinances, regulations, and orders that are not in conflict with general laws; and,

WHEREAS, Nitrous Oxide is a colorless, odorless chemical that is used in legitimate medical and dental settings, as well as for industrial purposes such as the automotive industry and as a propellant for food products; and,

WHEREAS, despite state laws which make it illegal to possess or be under the influence of nitrous oxide for purposes of recreational use, such use has increased significantly in recent years; and,

WHEREAS, according to the Cleveland Clinic, recreational use of nitrous oxide can cause serious and potentially life-threatening health complications such as low blood pressure, low oxygen, fainting, heart attack, and nerve damage. Long term users of recreational nitrous oxide have an increased risk of depression, psychosis, memory loss, muscle spasms, tinnitus, numbness, weakened immune system, and birth defects if used during pregnancy. (<https://my.clevelandclinic.org/health/treatments/nitrous-oxide-laughing-gas>); and,

WHEREAS, regulatory gaps regarding the possession, use, and sale of nitrous oxide have resulted in continued local availability of these products which, in turn, can lead to persistent misuse; and,

WHEREAS, the City desires to regulate the sale of nitrous oxide in order to preserve and protect the public health and to provide a means for the City to take action against retailers that would sell nitrous oxide products for purposes other than legitimate medical, dental, or industrial use.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Chapter 9.24 (Sale and Distribution of Nitrous Oxide) is hereby added to Title 9 (Public Peace and Welfare) of the Los Alamitos Municipal Code to read as follows:

Title 9 – Public Peace and Welfare.

Chapter 9.24 SALE AND DISTRIBUTION OF NITROUS OXIDE

§ 9.24.010 Definitions.

For the purpose of this Chapter, the following words and phrases are defined as follows:

“Device” means any cartridge, compressed gas cylinder, apparatus, container, balloon, attachment, nozzle, or other object used to contain, dispense, or administer nitrous oxide.

“Distribute” means to furnish, give away, exchange, transfer, deliver, or supply, whether or not for monetary gain.

“Nitrous Oxide” means any of the following: N₂O, dinitrogen monoxide, dinitrogen oxide, nitrogen oxide, or laughing gas, and includes products containing any of those substances, including those described as NOS, NOX, galaxy gas, and whippits.

“Person” means any individual or legal entity however constituted or organized.

“Sell” or “sale” means to furnish, exchange, transfer, deliver, or supply for monetary gain.

“Wholesale capacity” means the sale or distribution of nitrous oxide or a device to dispense nitrous oxide to a person that will use nitrous oxide or the device in certain services or products for resale, including but not limited to, commercial sale of dentistry supplies to dentists or dentistry offices, commercial sale of devices for use in food production or in a commercial kitchen, and/or commercial sale of nitrous oxide for the purpose of producing food products for commercial sale (e.g., whipped cream canisters).

§ 9.24.020 Sale or Distribution of Nitrous Oxide Prohibited.

Except as otherwise authorized by law or allowed under this Chapter, it is unlawful for any person to sell, attempt to sell, offer, distribute, or otherwise provide to any person nitrous oxide, a device to dispense or administer nitrous oxide, or any device that contains any quantity of nitrous oxide.

§ 9.22.030 Exceptions to Prohibition.

This Chapter does not prohibit the sale, attempted sale, distribution, or other manner of providing nitrous oxide, or a device to dispense or administer nitrous oxide, in the following circumstances:

- A.** If the nitrous oxide is contained in a device containing a food product where the nitrous oxide is used for purposes of serving as a propellant. Nitrous oxide itself is not a “food product” for purposes of this exception.
- B.** If the nitrous oxide or device is being sold, attempted to be sold, offered, or distributed in a wholesale capacity, as that term is defined by this Chapter. This exemption applies only in circumstances when the wholesaler does not know or have reason to know that the recipient intends to use, sell, or distribute the nitrous oxide or device in violation of section 9.24.020 or any other local, state, or federal law.
- C.** If the nitrous oxide or device that is being sold, attempted to be sold, offered, or distributed is specifically designed for use in a vehicle to enhance the performance of the vehicle.
- D.** If the nitrous oxide or device is being sold, attempted to be sold, offered, or distributed specifically for the purpose of providing medical or dental care, by or at the direction and under the supervision of a medical or dental practitioner licensed by the State of California and in accordance with all applicable rules and regulations.
- E.** If the nitrous oxide or device is being sold, attempted to be sold, offered, or distributed by a pharmacist, pharmacist intern, or pharmacy as defined by California Business & Professions Code sections 4030, 4036, and 4037, respectively (as may be amended from time to time), in the course of their duties as a pharmacist or pharmacist intern, or as a wholesaler licensed by the Board of Pharmacy.
- F.** Any other circumstance explicitly exempted under law.

Notwithstanding the foregoing, any sale or distribution of nitrous oxide, any device designed to dispense or administer nitrous oxide, or a device containing any quantity of nitrous oxide shall comply with all requirements of California Penal Code sections 381c and 381e.

§ 9.22.030 Violations.

Any violation of this Chapter is unlawful and shall be subject to the penalties and enforcement mechanisms set forth in Title 1 of this Code.

SECTION 3. Effective Date. This Ordinance shall take effect on the 31st day after its adoption. The City Clerk or his or her duly appointed deputy shall certify to adoption of the Ordinance and cause this Ordinance to be published as required by law.

SECTION 4. CEQA Exemption. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060, subdivision (c)(3) (the activity is not a project as defined in section 15378 and by Public Resources Code section 21065) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this ___th day of _____, 2026.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. ____ was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 9th day of February, 2026 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____th day of _____, 2026, by the following roll-call vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 9, 2026

ITEM NUMBER: 11B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Proposed Ordinance No. 2026-02 - Adding Chapter 9.28 to Title 9 of the Los Alamitos Municipal Code Relating to the Sale and Distribution of Kratom Products

SUMMARY

Consideration of a proposed ordinance to ban the sale, distribution, and advertisement for sale of any product containing any part of the leaf of the plant *Mitragyna speciosa* (more commonly known as the kratom plant). The purpose of the ordinance is to protect the public health and welfare against the sale and distribution of products which the U.S. Food and Drug Administration has identified as having opioid-like characteristics, and which pose a threat to the public health and safety.

RECOMMENDATION

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2026-02; and,
2. City Attorney Daudt to read the title of Ordinance No. 2026-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.28 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS"

BACKGROUND

According to a survey conducted by the Substance Abuse and Mental Health Service Administration, approximately 1.7 million Americans aged 12 and older used kratom products in 2021. According to a report issued by the U.S. Food and Drug Administration ("FDA") in July of 2025, a chemical compound found within the leaves of the kratom plant "is a potent opioid that poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated 7-OH products in the marketplace." (7-Hydroxymitragynine (7-OH): *An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat*, U.S. Food and Drug Administration, July 29, 2025 (hereinafter "FDA Report").

The kratom plant (scientific name *Mitragyna speciosa*) is a tropical evergreen native to the wetlands of southeast Asia. Historically, the whole leaves of the kratom plant have been used to treat headaches, diarrhea, insomnia, anxiety, and opioid use withdrawal. More recently, kratom products have been used for recreational purposes with users reporting feelings of euphoria per the FDA's Report. According to the FDA, there are no FDA-approved drugs

containing kratom or kratom-derived substances such as 7-Hydroxymitragynine (“7-OH”) or mitragynine, two substances found within the kratom leaf which produce psychoactive effects.

As reported by the FDA, “many of the products available today, which are often associated with or advertised as kratom, no longer resemble botanical kratom. Instead, they contain ‘enhanced’ or concentrated amounts of 7-OH and are formulated as powders, capsules, and liquid extracts designed to generate stronger effects on users.” (FDA Report at p. 5) Specifically, “7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone.” (Id. at p. 4)

DISCUSSION

There are no FDA-approved uses for kratom and it is not legally marketed in the United States as an additive to any food product, dietary supplement, or as an ingredient in any drug. Nonetheless, kratom products are being sold throughout the country with little to no regulation. As a result, several states and local governments have adopted regulations pertaining to the sale of kratom products. In fact, several states, such as Alabama, Arkansas, Indiana, Louisiana, Rhode Island, Vermont, and Wisconsin have taken steps to ban kratom products. On the other hand, the State of California does not regulate kratom products in any manner.

Locally, the cities of San Diego, Newport Beach, Huntington Beach, and Tustin have adopted ordinances prohibiting the sale and distribution of kratom products, and the County of Orange has adopted an ordinance which bans the sale of products containing specified levels of 7-OH and regulates all other kratom product sales.

If adopted, this ordinance would prohibit all sales, distribution, and advertising for sale of any product containing kratom, as well as the sale, distribution, and advertising for sale of any product which is marketed in any way as being a kratom product. Violations of the ordinance would be punishable pursuant to the General Penalty provisions of the Los Alamitos Municipal Code (Chapters 1.20 and 1.24). Specifically, at the discretion of enforcement officers and/or the City Attorney, violations of the ordinance could be cited as criminal misdemeanor or infractions offenses, abated by civil action, and/or subject to issuance of civil administrative citations.

FISCAL IMPACT

Minimal fiscal impact associated with efforts to enforce prohibition by the City’s Code enforcement and/or law enforcement personnel.

Attachment: 1. Ordinance No. 2026-02: Ban Sale of Kratom Products

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 9.28 TO TITLE 9 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS

WHEREAS, the City of Los Alamitos (“City”) is empowered pursuant to California Constitution, Article XI, Section 7, to make and enforce within its jurisdiction all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, California Health & Safety Code section 101450 empowers the City Council to take measures necessary to preserve and protect the public health, including adopting ordinances, regulations, and orders that are not in conflict with general laws; and,

WHEREAS, the kratom plant (*Mitragyna speciosa*) is a tropical evergreen tree native to Southeast Asia, the leaves of which contain psychoactive constituents, including the compounds mitragynine, and 7-Hydroxymitragynine (“7-OH”); and,

WHEREAS, the U.S. Food and Drug Administration (“FDA”) has stated that the increased availability and marketing of certain products containing kratom leaves and/or their components poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated kratom products in the marketplace; and,

WHEREAS, the FDA has indicated that 7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as fentanyl, oxycodone, and hydrocodone, and that the pharmacological profile, abuse liability, and emerging patterns of non-medical use establish 7-OH as a dangerous substance; and,

WHEREAS, despite the fact that the kratom leaf and its chemical components are unlawful when added to conventional foods, as dietary supplements, or as ingredients in any FDA-approved drug, there are currently no laws which prohibit sale of these products; and,

WHEREAS, the FDA has confirmed that current regulatory gaps have enabled widespread availability of kratom products despite their opioid-like properties which necessitates immediate policy intervention to address this emerging threat to the public health; and,

WHEREAS, kratom products are not regulated by the United States government, nor are they subject to government-mandated safety checks, which has resulted in a lack of oversight and safety standards for use, regulation of ingredients, purity levels, and dosage; and,

WHEREAS, various state and local governments have prohibited the sale and distribution of kratom products in their respective jurisdictions; and,

WHEREAS, the City desires to prohibit the sale and distribution of kratom products within the City in order to protect the public health and welfare of its residents.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Chapter 9.28 (Prohibition on the Sale and Distribution of Kratom Products) is hereby added to Title 9 (Public Peace and Welfare) of the Los Alamitos Municipal Code to read as follows:

Title 9 – Public Peace and Welfare.

Chapter 9.28 PROHIBITION ON THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS

§ 9.28.010 Definitions.

For the purpose of this Chapter, the following words and phrases are defined as follows:

“Distribute” means to furnish, give away, exchange, transfer, deliver, or supply, whether or not for monetary gain.

“Kratom Product” means the leaf of the plant *Mitragyna speciosa* or any food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption that contains any part of the leaf of the plant *Mitragyna speciosa* or any extract, synthetic alkaloid, or synthetically derived compound of such plant or its leaf, including but not limited to, any powder, capsule, pill, beverage, or other edible product intended for human consumption.

“Leaf” means any or all parts of the leaf of the plant *Mitragyna speciosa* that contains mitragynine or 7-Hydroxymitragynine.

“Person” means any individual or legal entity however constituted or organized.

“Sell” or “sale” means to furnish, exchange, transfer, deliver, or supply for monetary gain.

§ 9.28.020 Sale and Distribution of Kratom Prohibited.

- A. It is unlawful for any person to sell, advertise for sale, offer for sale, or distribute, directly or indirectly, any kratom product in the City.
- B. It is unlawful for any person to sell, advertise for sale, offer for sale, or distribute, directly or indirectly, any product, the packaging for which indicates, implies, or otherwise suggests that the product contains kratom leaf, mitragynine, 7-Hydroxymitragynine, or “7-OH.”

§ 9.28.030 Violations.

Any violation of this Chapter is unlawful and shall be subject to the penalties and enforcement mechanisms set forth in Title 1 of this Code.

SECTION 3. Effective Date. This Ordinance shall take effect on the 31st day after its adoption. The City Clerk or his or her duly appointed deputy shall certify to adoption of the Ordinance and cause this Ordinance to be published as required by law.

SECTION 4. CEQA Exemption. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060, subdivision (c)(3) (the activity is not a project as defined in section 15378 and by Public Resources Code section 21065) because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this ____th day of _____, 2026.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 9th day of February, 2026, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2026, by the following roll-call vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk