



CITY OF ONTARIO

Regular City Council/Housing Authority Meeting SEPTEMBER 1, 2026

City Hall

303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM DEBRA PORADA
COUNCIL MEMBERS ALAN D. WAPNER, JIM W. BOWMAN AND DAISY MACIAS

CITY CLERK SHEILA MAUTZ • TREASURER JAMES R. MILHISER
CITY MANAGER SCOTT OCHOA • CITY ATTORNEY RUBEN DURAN

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time.

To submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m. on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record. To comment by phone, please call (909) 256-2441 during the meeting.

Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

In accordance with State Law, remarks during public comment are to be limited to subjects within Council's jurisdiction. Remarks on other agenda items will be limited to those items.

Remarks from those seated or standing in the back of the chamber will not be permitted. All those wishing to speak including Council and Staff need to be recognized by the Chair before speaking.

ACCOMMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins with Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

CALL TO ORDER (OPEN SESSION)

ROLL CALL

Porada, Wapner, Bowman, Macias, Mayor/Chairman Leon

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda item contractors, subcontractors and agents may require member abstentions due to conflict of interests and financial interests. Council Member abstentions shall be stated under this item for recordation on the appropriate item.

PLEDGE OF ALLEGIANCE

Council Member Macias

INVOCATION

Pastor Richard Hernandez, The Church of God Ontario

PUBLIC COMMENTS

6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

To submit written public comments by email, please send your name, the agenda item you are commenting on, and your comments to publiccomments@ontarioca.gov. The public comment submission window opens at the time the agenda is published and remains open until 4:00 p.m. on the day of the meeting. All comments received during this timeframe will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

AGENDA REVIEW/ANNOUNCEMENTS

The City Manager will go over all updated materials and correspondence received after the Agenda was distributed to ensure Council Members have received them. He will also make any necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Council votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for a separate vote.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of August 4, 2026, and special meetings of the City Council and Housing Authority of August 7, 2026, and approving same as on file in the Records Management Department.

ATTACHMENT: [20260804 Meeting Minutes \(Not Official Until Approved\).docx](#)

ATTACHMENT: [20260807 S Meeting Minutes \(Not Official Until Approved\).docx](#)

2. BILLS & PAYROLL

Bills August 6, 2026 through August 13, 2026, and Payroll July 26, 2026 through August 8, 2026.

3. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION FOR CITYWIDE GRANT WRITING AND GRANT SUPPORT SERVICES

That the City Council authorize the City Manager or designee to execute Amendment No. 3 to the Professional Services Agreement with KOA Corporation, for Citywide grant writing and grant support services, extending the term for two additional years through June 30, 2028, and increasing the contract by \$400,000, for a revised total not-to-exceed contract amount of \$550,000 over a five-year term.

ATTACHMENT: [Exhibit A - KOA Corporation-Hourly Rates.pdf](#)

ATTACHMENT: [Amendment 3 to KOA.doc](#)

4. **A RESOLUTION DECLARING CITY OWNED PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE 54221, APPROVING THE NOTICE OF AVAILABILITY, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

That City Council adopt a Resolution declaring a portion of the property located at 2200 East Philadelphia Street identified with Assessor's Parcel Number 0113-281-13 as surplus land, approve the Notice of Availability, and finding that such declaration is exempt from the California Environmental Quality Act.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING FINDINGS AND DECLARING, PURSUANT TO GOVERNMENT CODE SECTION 54221, THAT A PORTION OF CERTAIN REAL PROPERTY LOCATED AT 2200 EAST PHILADELPHIA STREET IDENTIFIED WITH ASSESSOR'S PARCEL NUMBER 0113-281-13, IS SURPLUS LAND, APPROVING THE NOTICE OF AVAILABILITY THEREFORE, AUTHORIZING THE CITY MANAGER TO COMPLY WITH THE SURPLUS LAND ACT AND TAKING RELATED ACTIONS, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15060(C)(3) OF THE STATE CEQA GUIDELINES AND DIRECTING STAFF TO ISSUE A NOTICE OF EXEMPTION.

ATTACHMENT: [APN_0113-281-13_Surplus_Land_Act_RESO_RM.docx](#)

5. **PROCLAMATION OF SEPTEMBER 2026 AS NATIONAL PREPAREDNESS MONTH**

That the City Council proclaim the month of September 2026 as National Preparedness Month in the City of Ontario.

ATTACHMENT: [NPM_Proc. 2026](#)

6. **A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENTS ON THE SAN BERNARDINO COUNTY TAX ROLLS**

That the City Council adopt a Resolution for recovery of fees and costs incurred in abating property and dangerous building violations, as well as administrative citations and civil penalties associated with property maintenance violations, and placing assessments on the San Bernardino County Tax Rolls.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A REPORT REQUESTING THE PLACEMENT OF SPECIAL ASSESSMENTS ON PROPERTY TAX BILLS FOR CIVIL PENALTIES OR RECOVERY OF COSTS INCURRED FOR ABATEMENT OF VIOLATIONS OF CITY CODES AND ORDINANCES.

ATTACHMENT: [Comm Imp Special Assessments for County Tax Rolls_01_RESO_RM](#)

ATTACHMENT: [Exhibit A.pdf](#)

ATTACHMENT: [Exhibit B.pdf](#)

ATTACHMENT: [Exhibit C.pdf](#)

7. AUTHORIZE THE SOLE SOURCE PURCHASE OF THREE ZOLL CARDIAC MONITORS FOR FIRE DEPARTMENT SERVICE DELIVERY WITH ZOLL MEDICAL CORPORATION

That the City Council authorize the City Manager, or his designee, to authorize the purchase of three cardiac monitors, associated accessories from ZOLL Medical Corporation of Chelmsford, MA, for Ontario Fire Department expanded services in an amount not to exceed \$164,435.

ATTACHMENT: [Ontario Fire Dept - Q-148000 - Version 3.pdf](#)

8. GOODS & EQUIPMENT AGREEMENT WITH CLIFF GARTEN AND ASSOCIATES, INC. FOR THE CITY SERVICES PERMANENT PUBLIC ART

That the City Council authorize the City Manager, or his designee, to execute a Goods & Equipment Agreement with Cliff Garten and Associates, Inc. of Venice, California for the site-specific permanent public art located at the City Services Building for a total not-to-exceed agreement amount of \$206,000.

ATTACHMENT: [Goods_Equipment_Agreement_-_Cliff_Garten_Associates_Inc..pdf](#)

9. A GOODS AND SERVICES AGREEMENT WITH SENTRI PREMIER UNIFORMS, LLC FOR POLICE UNIFORMS AND ALTERATION SERVICES

That the City Council authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Sentri Premier Uniforms, LLC, of Rancho Cucamonga, California, for the supply of professional police uniforms and alteration services for a total not-to-exceed \$476,932.

ATTACHMENT: [Sentri Premier Uniforms Goods and Services Agreement.pdf](#)

ATTACHMENT: [Sentri Request for Non-Competitive Procurement Process.pdf](#)

10. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH GRISWOLD INDUSTRIES, DBA CLA-VAL COMPANY, FOR ON-CALL MAINTENANCE SERVICES OF AUTOMATIC HYDRAULIC CONTROL VALVES

That the City Council authorize the City Manager, or designee, to execute Amendment No. 2 to the Maintenance Services Agreement with Griswold Industries, DBA Cla-Val Company, of Perris, California, for on-call maintenance services for the City's Cla-Val Hydraulic Control Valves in the amount of \$225,000 (\$75,000 for FY 2026-27, \$75,000 for FY 2027-28 and \$75,000 for FY 2028-29) for a revised new total not-to-exceed aggregate amount of \$374,999 and a term extension to June 30, 2029.

ATTACHMENT: [20260901 Amendment to MSA Cla-Val_05.pdf](#)

11. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH TESS ELECTRIC, INC., FOR ON-CALL MAINTENANCE OF ELECTRICAL SYSTEMS AT CITY WATER FACILITIES

That the City Council authorize the City Manager, or designee, to execute Amendment No. 3 to the Maintenance Services Agreement with Tess Electric, Inc., of Riverside, California, for on-call maintenance services of the City's water facilities electrical systems in the amount of \$100,000 (\$50,000 for FY 2026-27 and \$50,000 for FY 2027-28) for a revised new total not-to-exceed aggregate amount of \$248,500, and a term extension to June 30, 2028.

ATTACHMENT: [20260901 Amendment to Tess Electric MSA_03.pdf](#)

12. [AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC., FOR THE LAUREL SEWER MAIN IMPROVEMENTS, NOCTA STREET SEWER MAIN IMPROVEMENTS, AND NOCTA STREET PRIVATE SEWER LATERAL IMPROVEMENTS](#)

That the City Council authorize the City Manager or his designee, to execute Amendment No. 12 to the Professional Services Agreement with Kleinfelder, Inc., of San Diego, California, to provide geotechnical and material testing services for the Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements in the amount of \$81,756 for a new total revised not-to-exceed amount of \$3,360,674 and term of March 7, 2023 to February 7, 2028.

ATTACHMENT: [Exhibit A.pdf](#)

ATTACHMENT: [20260901 Amendment No. 12 to Kleinfelder_03 AGMT.pdf](#)

13. [APPROVAL OF THE FIVE-YEAR MOBILE HOME PARK ACCORD](#)

That the City Council approve a five-year Mobile Home Park Accord between the City of Ontario and participating owners of mobile home parks within the City of Ontario.

ATTACHMENT: [Mobilehome Accord Agreement - FINAL.docx](#)

PUBLIC HEARINGS

Pursuant to Government Code Section 65009, if you challenge the City's zoning, planning or any other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the public hearing. Affidavits of posting compliance, for all items below, are on file with the Records Management Department.

14. [A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTER 8A OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO THE WATER CONSERVATION PLAN](#)

That the City Council introduce and waive further reading of an Ordinance amending Chapter 8A of Title 6 of the Ontario Municipal Code related to the Water Conservation Plan.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 8A, OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE CITY'S WATER CONSERVATION PLAN.

ATTACHMENT: [Amending Chapter 8A, of Title 6 of The Ontario Municipal Code Relating to The City's Water Conservation Plan_ORD_RM](#)

ATTACHMENT: [Exhibit A to Ordinance.pdf](#)

15. [A PUBLIC HEARING TO CONSIDER A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE CITY OF ONTARIO AND ARCHIBALD PROPERTY, LLC.](#)

That the City Council adopt a Resolution authorizing the City Manager to execute a Purchase and Sale Agreement ("PSA") and Joint Escrow Instructions, and authorize the City Manager, or his designee, to execute and implement any and all contracts, agreements, and other documents required to effectuate the Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF ONTARIO AND ARCHIBALD PROPERTY, LLC, FOR THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 2350-2360 EAST INLAND EMPIRE BOULEVARD, ONTARIO.

ATTACHMENT: [Archibald Property LLC PSA RESO_01_RM](#)

ATTACHMENT: [Archibald_Property_LLC_PSA_02.pdf](#)

ATTACHMENT: [Archibald Property LLC 52200 Summary Report_03](#)

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon
Mayor pro Tem Porada
Council Member Wapner
Council Member Bowman
Council Member Macias

ADJOURNMENT

**ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
AUGUST 4, 2026
(Not Official Until Approved)**

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, August 4, 2026, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:30 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Alan D. Wapner
	Council/Authority Members:	Jim W. Bowman Debra Porada, and Daisy Macias

ABSENT: Council/Authority Members: None

Also present were City Manager / Executive Director Scott Ochoa, City Attorney/Legal Counsel Ruben Duran, and City Clerk / Secretary Sheila Mautz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Bowman.

INVOCATION

The invocation was led by Sr. Pastor Gresford Thomas from Ontario Seventh Day Adventist Church.

COUNCIL MATTERS

Board and Commission Appointments

Mayor pro Tem Wapner raised a point of order to object to the discussion of Boards and Commission Appointments and requested that City Council take no substantive action on the matter.

Mayor Leon called a recess at 6:35 p.m. reconvened the meeting at 6:45 p.m.

Mayor pro Tem Wapner moved to take no substantive action, seconded by Council Member Macias. The motion failed by vote of 2-3, with Mayor Leon and Council Members Bowman and Porada opposed.

Mayor Leon called upon speakers.

Public Comment

Chris Robles, spoke about integrity and transparency.

Chris M., raised issues regarding due process.

Kizzee, spoke about transparency and meeting decorum.

Buffy Gutierrez, commented on Council Member's service on the City Council.

Matt Munson, spoke about integrity and due process.

Karen May, commented on transparency and due process.

Mariana Andrew, asked for accountability and transparency.

Mayor Leon requested the City Council Board and Committee appointments item be placed on the next meeting agenda. City Council discussed the matter.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by vote of 3-2, with Mayor pro Tem Wapner and Council Member Macias opposed, to place the City Council Board and Committee appointments on the next meeting agenda.

PUBLIC COMMENT

Eddie Delgadillo, written comment in opposition to Roadhouse Energy Storage Project.

Brad Neumann, written comment regarding his personnel grievance.

Mayor Leon called on the speakers:

Chris Robles, regarding integrity and transparency.

Kizzee, commented on community improvement and safety concerns.

Janna Morrison, spoke of affordable housing needs.

Michael Rios, spoke in favor of term and campaign contribution limits.

Nicholas Leonard, expressed concerns regarding new alarm registration.

Marty Binney, expressed appreciation for a member of the City Council.

Brad Neumann, regarding first amendment rights.

Martha Aragon, spoke in favor of term and campaign contribution limits.

Marty McBride, spoke of accountability and integrity.

Luis Suarez, spoke in favor of term and campaign contribution limits.

Javier Hernandez, spoke in favor of term and campaign contribution limits.

Tommy Mushegain, spoke on various topics.

Andrea Galvan, spoke in favor of term and campaign contribution limits.

Stephanie Martinez, (provided a comment in Spanish)

Tina Silva, (was not present when called upon)

Council Member Macias stepped out of the chamber at 8:08 p.m. and returned to the dais at 8:11 p.m.

At the request of Council Member Bowman, City Attorney Duran read into the record a letter dated August 7, 2024 from the District Attorney's Office noting a blood alcohol level

of .01 and determining there was insufficient evidence to proceed with a case against Mr. Bowman.

STAFF MATTERS

City Manager Ochoa had no updates.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 8:12 p.m.

Respectfully submitted,

SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

PAUL S. LEON, MAYOR/CHAIRMAN

**ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
AUGUST 7, 2026
(Not Official Until Approved)**

JOINT MEETINGS

The special meetings of the Ontario City Council and Housing Authority were held on Friday, August 7, 2026, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 10:30 a.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Council/Authority Members:	Jim W. Bowman Debra Porada, and Daisy Macias

ABSENT:	Mayor pro Tem/Vice Chair:	Alan D. Wapner
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Also present were City Manager / Executive Director Scott Ochoa, City Attorney/Legal Counsel Ruben Duran, and City Clerk / Secretary Sheila Mautz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Macias.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa made no announcements.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

1. RESOLUTIONS CALLING FOR THE PLACEMENT OF A GENERAL MEASURE ON THE BALLOT FOR THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION

The City Council adopted Resolutions calling for the placement of a general tax measure on the November 3, 2026 General Municipal Election.

RESOLUTION NO. 2026-136 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE BALLOT FOR THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF AN

ORDINANCE TO ENACT A SUPPLEMENTAL GENERAL TRANSACTIONS AND USE TAX (SALES TAX) AT THE RATE OF ONE-HALF PERCENT (1/2%).

RESOLUTION NO. 2026-137 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PROVIDING FOR THE FILING OF DIRECT AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION.

Mayor Leon called on City Manager Ochoa to provide a presentation.

Public Comment

Assistant City Clerk Isbell announced written comments:
Matt Munson, wrote in opposition.

Mayor Leon called upon the speakers:
Chris Robles, spoke in opposition.
Tina Silva, spoke in opposition.
Francisco Diaz, spoke in support.
Michael Lopez, spoke in support.
Omar Cobian, spoke in support.
Pastor Tedd Burnett, spoke in opposition.
Abe Dyk, spoke in opposition.
Shawn Martinez, spoke in support.
Kizzee, spoke in opposition.
John Sackrison, spoke in opposition.
Kris Kratky, spoke in opposition.
Brandon Goodermont, spoke in opposition.
Art Morales, spoke in opposition.
Dennis Shannon, spoke in opposition.
Marty McBride, spoke in opposition.
Willy Chia, spoke in opposition.
Martyn Mayhead, spoke in opposition.
Earl Reed, spoke in opposition.
Michael Rios, spoke in opposition.
Larry Bustos, spoke in support.
Brad Neumann, spoke in opposition.

Mayor Leon called on City Manager Ochoa to provide further clarification, then opened the item for Council discussion.

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman and carried by a vote of 4-0, with Mayor pro Tem Wapner absent, to adopt Resolution Nos. 2026-136 and 2026-137.

STAFF MATTERS

City Manager Ochoa had no updates.

COUNCIL MATTERS

Mayor Leon made no comments.

Council Member Bowman made no comments.

Council Member Porada made no comments.

Council Member Macias made no comments.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 11:40 a.m.

Respectfully submitted,

SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Financial Services
Prepared By: Mary Ann Sy
Department:
Prepared By: Mary Ann Sy
Staff Member Presenting: Armen Harkalyan,
Executive Director of Finance
Reviewed By: Aleli Carino-Burgos, Doreen
Nunes, Armen Harkalyan
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 3

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION FOR CITYWIDE GRANT WRITING AND GRANT SUPPORT SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or designee to execute Amendment No. 3 to the Professional Services Agreement with KOA Corporation, for Citywide grant writing and grant support services, extending the term for two additional years through June 30, 2028, and increasing the contract by \$400,000, for a revised total not-to-exceed contract amount of \$550,000 over a five-year term.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Operate in a Businesslike Manner

Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: Following competitive RFP Invitation No. 1590, the City originally entered into a Professional Services Agreement with KOA Corporation in August 2023. Through two prior amendments, the cumulative contract value reached \$150,000 for a term ending June 30, 2026. Proposed Amendment No. 3 increases the total not-to-exceed compensation to \$550,000 over the five-year term extending through June 30, 2028.

The Fiscal Year 2026-27 Adopted Budget includes appropriations from the General Fund, Water Fund and Sewer Fund for these services. Appropriations for the subsequent fiscal year will be requested during the annual budget process, subject to City Council approval and budget adoption. Actual expenditures will be incurred on an as-needed, task-order basis for completed work.

BACKGROUND & ANALYSIS: KOA Corporation provides comprehensive professional support encompassing ongoing grant research, project identification and funding alignment, grant management and administration, and application assistance. Throughout the contract term, the

consultant has demonstrated proven expertise in providing on-call grant writing and grant support services. Specifically, the consultant has worked proactively to identify high-value funding opportunities, coordinated closely with City Staff on priority projects, and developed data-driven, competitive grant applications.

The consultants' efforts have directly contributed to securing external funding and advancing key municipal initiatives, including:

- 2027 Active Transportation Program (ATP) Cycle 8: Submitted an application in June 2026 for \$20.17 million toward the construction of the Downtown Euclid Avenue Corridor Project, with award announcements anticipated in December 2026.
- USDOT Safe Streets and Roads for All (SS4A) 2023 Planning and Demonstration Grant: Successfully secured \$360,000 toward the preparation of a Citywide Comprehensive Safety Action Plan.
- Active Transportation Program (ATP) Cycle 5: Successfully secured \$3.88 million toward the Vine Avenue and B Street Bicycle Boulevard Project.

With the approval of Amendment No. 3, KOA Corporation will continue providing Citywide support, with dedicated resources allocated specifically to conduct reviews of potential revenue sources for water and sewer projects focusing on recycled water, new development, Ontario Ranch West infrastructure, and other grant opportunities to achieve the City's fiscal and infrastructure goals.

SECTION 8 | FEE PROPOSAL

KOA Corporation				
2023 - 2026 Hourly Billing Rates				
Professional Services	2023 Rates	2024 Rates	2025 Rates	2026 Rates
President/CEO	\$341	\$358	\$376	\$395
Principal II	\$320	\$336	\$353	\$371
Principal I	\$273	\$287	\$301	\$316
Senior Engineer II	\$261	\$275	\$288	\$303
Senior Engineer I	\$218	\$229	\$241	\$253
Senior Associate Engineer II	\$170	\$179	\$188	\$197
Senior Associate Engineer I	\$152	\$160	\$168	\$176
Associate Engineer II	\$140	\$147	\$154	\$162
Associate Engineer I	\$121	\$127	\$133	\$140
Senior Designer II	\$158	\$165	\$174	\$182
Senior Designer I	\$140	\$147	\$154	\$162
Associate Designer II	\$122	\$128	\$134	\$141
Associate Designer I	\$91	\$96	\$101	\$106
Senior Planner II	\$261	\$275	\$288	\$303
Senior Planner I	\$218	\$229	\$241	\$253
Senior Associate Planner II	\$170	\$179	\$188	\$197
Senior Associate Planner I	\$152	\$160	\$168	\$176
Associate Planner II	\$140	\$147	\$154	\$162
Associate Planner I	\$122	\$128	\$134	\$141
Senior Construction Manager	\$200	\$209	\$220	\$231
Construction Manager	\$184	\$193	\$203	\$213
Senior Construction Inspector	\$147	\$154	\$162	\$170
Construction Inspector	\$142	\$149	\$156	\$164
Administrative Assistant II	\$103	\$108	\$113	\$119
Administrative Assistant I	\$80	\$84	\$88	\$92
Intern	\$67	\$71	\$74	\$78

General Provisions:

- Project reimbursable expenses are billed at cost.
- Project expenses include: Non-commuter automobile mileage (\$0.655 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.
- Telephone, equipment, and fax are included in the above hourly costs.
- Direct expenses including blacklining, commercial CAD plotting, sub-consultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal.



PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
KOA CORPORATION**

1. Parties and Date.

This Amendment No. 3 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario (“City”) and KOA Corporation, a California Corporation, with its principal place of business at 1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754 (Consultant). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled Citywide Grant Writing and Grant Support Services dated August 4, 2023.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase compensation and extend the term of the Agreement. The Parties have heretofore entered into Amendment No. 1 dated September 19, 2024, and Amendment No. 2 dated December 3, 2025.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 and 3.2.1 of the Agreement are hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from **May 1, 2023 to June 30, 2028**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written

consent, extend the term of this Agreement if necessary to complete the Services.

- 3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Fifty Thousand Dollars (\$550,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.4 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF ONTARIO
AND KOA CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 as of the day and year first above written.

CITY OF ONTARIO

KOA Corporation

Approved By:

By: _____

Scott Ochoa
City Manager

Its: _____

Printed Name: _____

Approved as to Form:

By: _____

Best Best & Krieger LLP
City Attorney

Its: _____

Printed Name: _____

Attested By:

City Clerk

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Economic Development
Prepared By: Thailin Martin
Department:
Prepared By: Thailin Martin
Staff Member Presenting: Jennifer McLain
Hiramoto, Economic Development Director
Reviewed By: Charity Hernandez
Approved By:



Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 4

SUBJECT: A RESOLUTION DECLARING CITY OWNED PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE 54221, APPROVING THE NOTICE OF AVAILABILITY, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATION: That City Council adopt a Resolution declaring a portion of the property located at 2200 East Philadelphia Street identified with Assessor's Parcel Number 0113-281-13 as surplus land, approve the Notice of Availability, and finding that such declaration is exempt from the California Environmental Quality Act.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Invest in the Growth and Evolution of the City's Economy

Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: The City currently owns real property located at a portion of 2200 East Philadelphia Street identified with Assessor's Parcel Number (APN) 0113-281-13, described and depicted in Exhibit "A" of the attached Resolution, which constitutes approximately 6 acres ("Property") of the total 54.169 acres. The Property is not needed for agency purposes and, as a result, the City desires to dispose approximately 6 acres.

Effective January 1, 2020, AB 1486 amended the Surplus Land Act, Government Code Section 54220 et seq. ("SLA"), which prescribes the process for disposal of surplus land. Before taking any action to dispose of the Property, the City must first comply with the SLA. The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of surplus land. New legislation which took effect on January 1, 2020, requires that before a local agency takes any action to dispose of land, the land must be declared either "surplus land" or "exempt surplus land," as supported by written findings. "Surplus land" means the land owned by a local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the

land is surplus and is not necessary for the agency's use.

Staff has determined the Property is "surplus land" that is subject to the SLA process, and that no exceptions apply. Accordingly, before taking steps to dispose of the Property, the City needs to comply with the SLA by taking formal action to declare the property surplus. Adoption of the attached Resolution would declare the Property as surplus land.

The SLA process for "surplus land" involves several steps. After designating real property as non-exempt surplus land, the City must send Notices of Availability to affordable housing developers, public agencies, and other entities required to receive notice under the SLA. Any party receiving a Notice of Availability and interested in acquiring the surplus property must notify the City in writing within 60 days after the Notice of Availability is transmitted. If such notice is received, the City must enter into good faith negotiations to determine a mutually satisfactory sale or dispose of price and terms. Nothing in the SLA prevents the City from obtaining fair market value for the disposition of surplus land.

Accordingly, the City has the power to sell or dispose of surplus land at fair market value or at less than fair market value (Gov't Code § 54226). If the price or terms cannot be agreed upon after a good faith negotiation period of not less than ninety days, the land may be disposed of without further regard to SLA procedures, other than submitting a report to the California Department of Housing and Community Development ("HCD") and recording an affordability covenant on the Property.

After the City has sent Notices of Availability and concluded attempts to negotiate in good faith with any interested party, the City must provide a report to HCD. HCD then has thirty days to notify the City whether it has violated the SLA. The City would then have sixty days to correct the violation or to submit findings as to why the law was not violated. If the City is not notified of a violation by HCD within thirty (30) days after submitting the required materials, the City receives "safe harbor" and is not subject to the SLA's penalty provisions. The City will also have to record an affordability covenant on the Property that will apply if ten or more residential units are developed on the Property.

Adopting the attached Resolution will declare that the property is "surplus land" under the SLA and direct Staff to comply with the SLA. Staff has determined pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") that the designation of the Property as non-exempt surplus, approval of the form of Notice of Availability, and authorization for the City Manager to comply with the Act will not result in a direct or reasonably foreseeable indirect physical change in the environment and as such is exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING FINDINGS AND DECLARING, PURSUANT TO GOVERNMENT CODE SECTION 54221, THAT A PORTION OF CERTAIN REAL PROPERTY LOCATED AT 2200 EAST PHILADELPHIA STREET IDENTIFIED WITH ASSESSOR'S PARCEL NUMBER 0113-281-13, IS SURPLUS LAND, APPROVING THE NOTICE OF AVAILABILITY THEREFORE, AUTHORIZING THE CITY MANAGER TO COMPLY WITH THE SURPLUS LAND ACT AND TAKING RELATED ACTIONS, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15060(C)(3) OF THE STATE CEQA GUIDELINES AND DIRECTING STAFF TO ISSUE A NOTICE OF EXEMPTION.

WHEREAS, the City of Ontario ("City") is the owner in fee simple of that certain real property, located at a portion of 2200 East Philadelphia Street identified with Assessor's Parcel Number (APN) 0113-281-13, which constitutes approximately 6 acres of the 54.169 total acres, as identified and depicted in "Exhibit A" attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the City no longer has any use for the Property; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (as amended, the "Act"), applies when a local agency disposes of "surplus land," as that term is defined in Government Code section 54221; and

WHEREAS, the Property is "surplus land" under the Act, because it is land owned in fee simple by the City for which the City will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the City's use; and

WHEREAS, the Act requires that prior to the disposal of any surplus land, unless when an exemption applies, a local agency must issue a Notice of Availability to, among others, affordable housing developers, and thereafter, if any entity submits a qualified Notice of Interest within sixty (60) days of issuance of the Notice of Availability, the local agency must negotiate in good faith for at least ninety (90) days with any such submitting entities; and

WHEREAS, the Property is not exempt from the Act; and

WHEREAS, a form of the Notice of Availability is attached hereto as "Exhibit B";
and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") City staff has determined that the designation of the Property as non-exempt surplus, approval of the form of Notice of Availability, and authorization for the City Manager to comply with the Act will not result in a direct or reasonably foreseeable indirect physical change in the environment and as such is exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3); and

WHEREAS, if and when any of the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary approval, any potential future use will be subject to CEQA as this Resolution does not propose a binding commitment to any particular use of the Property.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the City Council of the City as follows:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council of the City.

SECTION 2. The City Council hereby finds and declares that the Property is "surplus land" as used in the Act, because the Property is owned in fee simple by the City, and the Property is surplus and not necessary for the City's use.

SECTION 3. The City hereby approves the form of Notice of Availability substantially in the form attached hereto as "Exhibit B."

SECTION 4. The City Council hereby authorizes the City Manager or designee to take all necessary actions to fully comply with the Act without further need to obtain further City Council approval.

SECTION 5. Pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") the designation of the Property as non-exempt surplus, approval of the form of Notice of Availability, and authorization for the CITY MANAGER to comply with the Act will not result in a direct or reasonably foreseeable indirect physical change in the environment and as such is exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3). If and when any of the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary approval, any potential future use will be subject to CEQA as this Resolution does not constitute a binding commitment to any particular use of the Property. Staff is directed to issue a Notice of Exemption regarding this determination.

SECTION 6. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 1st day of September 2026.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 1, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held September 1, 2026.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A
PROPERTY DESCRIPTION

The Property comprises a 6-acre portion of Assessor's Parcel Number 0113-281-13, located at a portion of 2200 East Philadelphia Street, identified by the red boundaries depicted below.



EXHIBIT B
FORM OF NOTICE OF AVAILABILITY
[to be filled in prior to issuance]

[DATE]

To All Interested Parties:

RE: Notice of Availability/Offer to Sell Surplus Property

As required by Government Code Section 54220 of the State of California, the City of Ontario ("City") is providing notification that the City intends to sell the surplus property listed in the accompanying table.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the City of your interest in acquiring the property. However, this offer shall not obligate the City to sell the property to you. Instead, the City would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on price and terms, the City may market the property to the general public.

As required by Government Code Section 54227, if the City receives more than one letter of interest during this 60-day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in buying the property, you must notify the City in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property shall be delivered to:

[INSERT STAFF CONTACT AND TITLE]
[INSERT MAILING ADDRESS]

You may also direct your questions to [INSERT EMAIL] or by calling [INSERT PHONE NUMBER].

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

Attachment: Property Description Form

Property Description Form
[to be filled in prior to issuance]

Jurisdiction Name
Jurisdiction Type
Site Address/Intersection
City
Five Digit ZIP Code
County
Assessor Parcel Number
Consolidated Sites
General Plan Designation (Current)
Zoning Designation (Current)
Minimum Density Allowed (units/acre)
Maximum Density Allowed (units/acre)
Parcel Size (Gross Acres)
Existing Use/Vacancy
Minimum Sales Price
Last Appraised Value
Last Appraised Date
Optional Information 1
Optional Information 2

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Fire Department
Prepared By: Joseph Ramos
Staff Member Presenting: Mike Gerken, Fire
Chief
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 5

SUBJECT: PROCLAMATION OF SEPTEMBER 2026 AS NATIONAL PREPAREDNESS MONTH

RECOMMENDATION: That the City Council proclaim the month of September 2026 as National Preparedness Month in the City of Ontario.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Maintain the Current High Level of Public Safety

FISCAL IMPACT: There is no direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: Since 2004, the Federal Emergency Management Agency (FEMA) has observed September as National Preparedness Month (NPM). The goal of NPM is to build awareness and encourage the community to prepare for emergencies in their homes, businesses, schools, workplaces, and communities. National Preparedness Month is managed and sponsored by FEMA's Ready.gov campaign. Staff, through the Ready Ontario initiative, provide resources to residents to prepare at home with family and neighbors. National Preparedness Month is an opportunity for all residents and business owners to build preparedness skills to increase resiliency. Residents and businesses can help their families and neighbors prepare by remembering the acronym K.P.I.:

K - Build a Kit.

P - Make a Plan.

I - Stay Informed.

Community members are encouraged to visit www.ReadyOntario.org to learn more and find resources that make these three actions simple and easy. Especially during this month residents and businesses are reminded to register their cell phones with AlertOntario, the City's emergency notification system with steps to enroll also provided on that website.

PROCLAMATION OF SEPTEMBER 2026
AS NATIONAL PREPAREDNESS MONTH

WHEREAS, the City of Ontario is committed to ensuring the safety and security of all those living and visiting the city, and is dedicated to raising the awareness of all employees, residents, schools, and businesses about the importance of being prepared for potential disasters; and

WHEREAS, emergency preparedness is the responsibility of every resident of the City of Ontario, California, and all residents are urged to make preparedness a priority and work together to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type; and

WHEREAS, the Federal Emergency Management Agency (FEMA) is focused on promoting and improving our Nation's ability to respond to emergencies and strongly supports efforts by cities to safeguard their communities by encouraging them to implement simple measures that will mitigate potential hazards and prevent damage to land and property; and

WHEREAS, the City of Ontario is proud to join with the FEMA in this nationwide effort and pledge their support for emergency preparedness by encouraging all residents, businesses, and visitors to create an emergency plan for themselves and their family and friends, to equip themselves with the necessary supplies to care for themselves and their families for at least 72 hours, to register themselves and their family for the mass notification tool AlertOntario, and obtain resources at www.ReadyOntario.org;

NOW, THEREFORE, the City of Ontario, its City Council and staff members do declare the month of September 2026 as:

NATIONAL PREPAREDNESS MONTH

GIVEN UNDER THE CORPORATE SEAL OF THE CITY OF ONTARIO, CALIFORNIA this 1st day of September 2026.

PAUL S. LEON, MAYOR

ATTEST:

CLAUDIA ISBELL, ASSISTANT CITY CLERK

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Community Improvement
Prepared By: Douglas J Sorel
Department:
Prepared By: Douglas J Sorel
Staff Member Presenting: Rudy Zeledon,
Executive Director Community Development
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 6

SUBJECT: A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENTS ON THE SAN BERNARDINO COUNTY TAX ROLLS

RECOMMENDATION: That the City Council adopt a Resolution for recovery of fees and costs incurred in abating property and dangerous building violations, as well as administrative citations and civil penalties associated with property maintenance violations, and placing assessments on the San Bernardino County Tax Rolls.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The levy of special assessments will result in the recovery of \$328,949.97 in costs that the City has expended for inspection or abatement of property violations, as well as the collection of \$558,371.00 associated with civil penalties and/or fines for continued violations, for a total of \$887,320.97 related to 604 parcels. When received, these reimbursements will be deposited into the General Fund. The Fiscal Year 2026-27 Adopted Budget includes special assessment revenue in the General Fund for these types of levies.

BACKGROUND & ANALYSIS: The City has established administrative citations and fines for property maintenance violations and fees and penalties associated with the Systematic Health and Safety Inspection Program, Abandoned and Distressed Property Program, and the Weed and Refuse Abatement Program. These costs, fines, fees, and penalties are recovered through placement of special tax assessments upon the properties. The placement of special assessments and collection of revenue is done under Ordinance 3046, Property Appearance (Title 5, Chapter 22 of the Ontario Municipal Code); Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings; and Ordinance 2920 for civil penalties for continued violations of the Ontario Municipal Code and fines associated with administrative citations (Title 1, Chapters 2 and 5 of the Ontario Municipal Code). The City and the County of San Bernardino currently have a contractual agreement regarding the implementation of special assessments; however, a Resolution authorizing the placement of the specific assessments is required.

Due to recent contractual changes to the agreement between the City and the County of San Bernardino, City Council resolutions must now explicitly authorize San Bernardino County to include any County administrative or processing fees on the annual tax roll. City Council previously adopted Resolution 2025-149 on October 21, 2025, Resolution 2026-001 on January 20, 2026, Resolution 2026-025 on April 21, 2026, and Resolution 2026-065 on July 7, 2026, authorizing recovery of all costs, fines, fees, and penalties through placement of special tax assessments upon properties for the 2026–2027 tax year. However, the adopted resolutions did not include the language required to authorize San Bernardino County to include any County administrative or processing fees on the 2026–2027 tax roll.

The Resolution contains the required language and includes the itemized accounts from the aforementioned adopted Resolutions which include: 1) costs associated with inspection or abatement as shown in Exhibit A of the Resolution; 2) civil penalties and/or fines for continued violations as shown in Exhibit B of the Resolution; and 3) total amounts per parcel as shown in Exhibit C of the Resolution. The expenditure list, including all corrections, adjustments, and payments received prior to August 6, 2026, was submitted to the County by its August 10th, 2026, deadline for its 2026-2027 tax rolls. All affected property owners were given notice of the imposition of special assessments via certified mail at the time of the adoption of the original resolutions, as provided in Ontario Municipal Code Section 1-4.05(a), and had either not requested an appeal or exhausted the appellate procedure in Ontario Municipal Code Section 1-4.05(b).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A REPORT REQUESTING THE PLACEMENT OF SPECIAL ASSESSMENTS ON PROPERTY TAX BILLS FOR CIVIL PENALTIES OR RECOVERY OF COSTS INCURRED FOR ABATEMENT OF VIOLATIONS OF CITY CODES AND ORDINANCES.

WHEREAS, Ordinance No. 3046, Property Appearance (Title 5, Chapter 22, of the Ontario Municipal Code) and Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings provide for the abatement of property nuisances by repair, rehabilitation, demolition or removal; and

WHEREAS, under Resolution 94-112, Resolution ORA-499, and the Cooperation and Reimbursement Agreement entered into on the 15th day of November, 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of One Hundred Fifty Thousand Dollars (\$150,000) to repair or abate dangerous buildings and properties throughout the City; and

WHEREAS, under a first amendment to the Cooperation and Reimbursement Agreement entered into on the 16th day of July 1996, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made an additional advance to the City of One Hundred Thousand Dollars (\$100,000) to continue to repair or abate dangerous buildings and properties throughout the City; and

WHEREAS, under Resolution 94-113, Resolution ORA-500, and the Cooperation and Reimbursement Agreement entered into on the 15th day of November 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of Thirty Thousand Dollars (\$30,000) to repair or abate dangerous buildings and properties in the 6th and Grove area; and

WHEREAS, under Resolution 94-12, Resolution ORA-464, and the Cooperation and Reimbursement Agreement entered into on the 22nd day of February 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of One Hundred Fifty Thousand Dollars (\$150,000) to repair or demolish dangerous buildings throughout the City; and

WHEREAS, Ordinance No. 2894, Systematic Health and Safety Inspection Program (Title 8, Chapter 17, of the Ontario Municipal Code), provides for the collection of unpaid service fees, plus any penalties and accrued interest by Special Assessment; and

WHEREAS, Ordinance No. 2920, provides for the assessment of civil penalties for continued violations of the Ontario Municipal Code (Title 1, Chapter 2 of the Ontario Municipal Code), and for fines associated with administrative citations to be collected by Special Assessment (Title 1, Chapter 5 of the Ontario Municipal Code), and establishes a uniform procedure before imposing such Special Assessments (Title 1, Chapter 4 of the Ontario Municipal Code); and

WHEREAS, the above said ordinances, resolutions and agreements provide for recovery of costs incurred in the abatement of violations by means of a Special Assessment placed on the tax rolls; and

WHEREAS, the City has incurred costs involved in the abatement of violations under the Ontario Municipal Code and Uniform Code for the Abatement of Dangerous Buildings, issuing Notices of Violation, and administering the Systematic Health and Safety Program and wishes to recover said costs; and

WHEREAS, the owners of all parcels listed in Exhibit A, B, and C were given notice of imposition of such Special Assessment as provided in Ontario Municipal Code Section 1-4.05(a), and either have not requested an appeal, or have exhausted the appellate procedure provided in Ontario Municipal Code Section 1-4.05(b); and

WHEREAS, the City has an executed contract with the San Bernardino County Board of Supervisors for collection of said assessments;

NOW, THEREFORE, BE IT RESOLVED that the City Council:

1. Confirmed the costs associated with inspection or abatement on the properties as set forth in the report in Exhibit A; and
2. Confirmed the civil penalties and/or fines for continued violations on the properties as set forth in the report in Exhibit B; and
3. Confirmed that Exhibit C contains the total amount assessed for both confirmed costs and confirmed civil penalties and/or fines for each of the properties; and
4. Found and determined that the report, and Exhibits contained therein are true and accurate; and
5. Adopts the above said report and finds that the costs of inspection or abatement on the properties listed are the costs set forth in Exhibit A, the civil penalties and/or fines for continued violations are the penalties and/or fines as set forth in Exhibit B, and the same are hereby charged and placed as special assessments upon the respective properties; and
6. Directs Exhibit C shall be sent to the Auditor-Controller of San Bernardino County and shall be collected on the County tax roll; and
7. The County of San Bernardino Auditor-Controller/Treasurer/Tax Collector is hereby directed to place the assessments on the Fiscal Year 2026-27 property tax roll along with the ordinary ad valorem property taxes; and
8. The City hereby authorizes the total amount of the assessment, which includes applicable County of San Bernardino administrative and processing fees, to be placed on the San Bernardino County Auditor-Controller/Treasurer/Tax Collector annual tax roll and collected in the same manner as ordinary property taxes.

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

PASSED, APPROVED, AND ADOPTED this 1st day of September 2026.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that the foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at its regular meeting held September 1, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held September 1, 2026.

SHEILA MAUTZ, CITY CLERK

(SEAL)

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	153.00
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	153.00
0108-441-01	1430 N GROVE AV, Ontario, CA 91764	153.00
0108-443-04	1356 E LA DENEY DR, Ontario, CA 91764	153.00
0108-471-07	1571 E OLIVE ST, Unit:A, Ontario, CA 91764	306.00
0108-471-10	1818 N LEEDS AV, Ontario, CA 91764	153.00
0108-481-05	1668 E EIGHTH ST, Ontario, CA 91764	153.00
0108-493-26	1503 N MARIN AV, Ontario, CA 91764	108.00
0108-493-37	1521 N MARIPOSA AV, Ontario, CA 91764	108.00
0108-522-27	1483 E HAWTHORNE ST, Ontario, CA 91764	91.00
0108-551-08	1685 E FOURTH ST, Ontario, CA 91764	153.00
0108-571-22	1740 N BAKER AV, Ontario, CA 91764	102.00
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	5,676.00
0108-592-14	1840 N BAKER AV, Ontario, CA 91764	153.00
0108-603-07	1523 N GLENN AV, Ontario, CA 91764	153.00
0108-622-03	1818 N PLACER AV, Ontario, CA 91764	51.00
0108-622-08	1848 N PLACER AV, Ontario, CA 91764	153.00
0110-013-65	1235 E D ST, Unit:16, Ontario, CA 91764	153.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	153.00
0110-021-17	338 N PLACER PRIVADO, Ontario, CA 91761	51.00
0110-021-25	332 N PLACER PRIVADO, Ontario, CA 91761	51.00
0110-042-06	1431 E NOCTA ST, Ontario, CA 91761	612.00
0110-051-33	1242 E ELMA ST, Ontario, CA 91761	153.00
0110-051-37	1257 E ELMA ST, Ontario, CA 91761	153.00
0110-051-43	1223 E ELMA ST, Ontario, CA 91761	153.00
0110-051-44	1217 E ELMA ST, Ontario, CA 91761	153.00
0110-051-48	1210 E D ST, Ontario, CA 91761	306.00
0110-061-23	1348 NOCTA ST E, Unit:1, Ontario, CA 91761	2,295.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	320.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	172.00
0110-072-20	156 N LASSEN PL, Ontario, CA 91761	204.00
0110-153-10	756 N AMADOR AV, Ontario, CA 91764	51.00
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	516.00
0110-211-21	837 N DEL NORTE AV, Ontario, CA 91764	108.00
0110-241-57	1752 E G ST, Ontario, CA 91764	3,348.00
0110-254-77	1433 E D ST, Unit:231, Ontario, CA 91764	9,282.00
0110-261-74	1741 E D ST, Ontario, CA 91764	153.00
0110-293-12	642 N GLENN CT, Ontario, CA 91764	153.00
0110-311-51	853 N QVC WY, Ontario, CA 91764	91.00
0110-332-21	1033 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-09	1032 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00

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Parcel Number	Address	Amount Due
0110-334-10	1038 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	612.00
0110-342-23	1744 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-24	1748 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-25	1754 E FOURTH ST, Ontario, CA 91764	204.00
0110-343-03	1774 E FOURTH ST, Ontario, CA 91764	204.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	1,802.80
0110-347-02	950 N MARIPOSA AV, Ontario, CA 91764	108.00
0110-351-05	1758 E GRANADA CT, Ontario, CA 91764	340.12
0110-362-06	1853 E JAY ST, Ontario, CA 91764	153.00
0110-365-02	935 N SACRAMENTO AV, Ontario, CA 91764	153.00
0110-374-12	864 N SAN DIEGO AV, Ontario, CA 91764	2,080.40
0110-374-14	857 N VINEYARD AV, Ontario, CA 91764	612.00
0110-374-15	851 N VINEYARD AV, Ontario, CA 91764	408.00
0110-375-08	1822 E GRANADA CT, Ontario, CA 91764	108.00
0110-381-03	1862 E GRANADA CT, Ontario, CA 91764	153.00
0110-411-73	1724 E G ST, Unit:C, Ontario, CA 91764	102.00
0110-412-26	1718 E FLORA ST, Unit:C, Ontario, CA 91764	153.00
0110-423-12	905 N HUMBOLDT AV, Ontario, CA 91764	153.00
0110-442-03	2056 E BULLETIN PRIVADO, Ontario, CA 91764	199.00
0110-482-14	1850 E FIFTH ST, Ontario, CA 91764	306.00
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	153.00
0113-211-18	1227 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-27	1235 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-395-15	2161 E MAPLE PRIVADO, Ontario, CA 91761	1,468.40
0113-415-24	1803 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-26	1811 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-27	1809 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-533-12	2532 S BALBOA AV, Ontario, CA 91761	102.00
0113-541-12	2714 S PEBBLE BEACH CT, Ontario, CA 91761	153.00
0113-541-24	1939 E BROOKSIDE DR, Ontario, CA 91761	153.00
0113-542-27	1927 E ST. ANDREWS DR, Ontario, CA 91761	153.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	108.00
0209-424-35	1818 N SOLANO AV, Ontario, CA 91764	153.00
0210-192-21	2955 E GUASTI RD, Ontario, CA 91761	3,761.00
0210-192-22	2975 E GUASTI RD, Ontario, CA 91761	2,339.00
0210-192-26	2995 E GUASTI RD, Ontario, CA 91761	172.00
0210-193-14	3480 SHELBY ST E	148.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	153.00
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	153.00
0210-301-38	1444 N BARRANCA AV, Ontario, CA 91764	153.00
0210-351-27	1938 E FIFTH ST, Ontario, CA 91764	153.00

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Parcel Number	Address	Amount Due
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	153.00
0210-352-21	1928 E YALE ST, Unit:B, Ontario, CA 91764	153.00
0210-401-01	1015 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	5,355.00
0210-401-02	1017 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	7,344.00
0210-401-05	1001 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	6,426.00
0210-411-05	3241 E INLAND EMPIRE BL, Unit:1, Ontario, CA 91764	612.00
0210-411-30	3122 E TRIUMPH LN, Unit:1, Ontario, CA 91764	612.00
0210-411-41	730 N TURNER AV, Unit:1, Ontario, CA 91764	691.12
0210-421-04	3115 E JAGUAR WY, Ontario, CA 91764	612.00
0210-421-89	940 N TURNER AV, Building:12, Unit:72, Ontario, CA 91764	153.00
0210-432-02	1048 N TURNER AV, Building:33, Unit:188, Ontario, CA 91764	153.00
0210-433-09	1002 N TURNER AV, Building:47, Unit:279, Ontario, CA 91764	153.00
0210-433-31	1012 N TURNER AV, Building:42, Unit:246, Ontario, CA 91764	153.00
0210-551-16	3351 E CENTRELAKE DR, Ontario, CA 91761	2,152.82
0210-601-12	1055 N SMIDERLE LP, Ontario, CA 91764	153.00
0210-632-52	2829 E VIA TERRANO, Ontario, CA 91764	153.00
0210-651-18	2985 E VIA CORVINA, Ontario, CA 91764	153.00
0211-275-39	3355 E CEDAR ST, Ontario, CA 91761	108.00
0211-301-03	2151 S HAVEN AV, Unit:100, Ontario, CA 91761	108.00
0216-013-39	2362 S AUGUSTA PL, Ontario, CA 91761	153.00
0216-211-24	13519 S GROVE AV, Ontario, CA 91761	1,999.80
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	1,560.07
0216-341-16	2522 S CALAVERAS PL, Ontario, CA 91761	3,124.65
0216-391-27	2638 S WALKER AV, Ontario, CA 91761	91.00
0216-401-22	1720 E OAK HILL CT, Ontario, CA 91761	153.00
0216-401-36	1738 E CHERRY HILL ST, Ontario, CA 91761	108.00
0216-401-62	2550 VINEYARD AV S, Unit:B, Ontario, CA 91761	1,268.78
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	320.00
0216-411-20	1749 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	612.00
0216-411-28	1701 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	459.00
0216-431-36	2525 S CASTLE HARBOUR AV, Ontario, CA 91761	153.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	153.00
0216-491-29	1438 E COTTONWOOD ST, Ontario, CA 91761	153.00
0218-094-32	3660 PECKHAM PASEO E, Unit:5, Ontario, CA 91761	108.00
0218-131-37	13610 S ARCHIBALD AV, Ontario, CA 91761	108.00
0218-462-72	3947 S OAKVILLE AV, Ontario, CA 91761	301.80
0218-523-20	2464 E COLCHESTER ST, Ontario, CA 91761	91.00
0218-771-21	3708 S OLD ARCHIBALD RANCH RD, Ontario, CA 91761	3,612.10
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	153.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	102.00
0218-862-34	3102 S ROCKY LN, Ontario, CA 91761	153.00

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Parcel Number	Address	Amount Due
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	1,861.20
0238-012-31	5056 E FOURTH ST, Ontario, CA 91764	172.00
0238-081-95	450 S WINEVILLE AV, Ontario, CA 91761	108.00
0238-121-28	1495 S HUDSON AV, Ontario, CA 91761	91.00
0238-152-09	0 E PHILADELPHIA ST, Ontario, CA 91761	452.00
0238-193-17	820 S WANAMAKER AV, Building:1, Ontario, CA 91761	1,089.00
1008-503-04	947 W YALE ST, Ontario, CA 91762	153.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	263.00
1008-522-01	1000 Fourth W, Ontario, CA 91762	91.00
1008-552-04	1324 W HARVARD PL, Ontario, CA 91762	153.00
1008-572-24	1504 W FOURTH ST, Ontario, CA 91762	91.00
1008-712-02	1307 N ELDERBERRY AV, Ontario, CA 91762	153.00
1008-712-07	1317 ELDERBERRY AV N, Ontario, CA 91762	153.00
1010-113-20	960 N OAKS AV, Ontario, CA 91762	153.00
1010-131-04	1005 N BEGONIA AV, Ontario, CA 91762	917.48
1010-131-08	1222 W J ST, Ontario, CA 91762	408.00
1010-131-23	1223 W ROSEWOOD CT, Ontario, CA 91762	612.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	459.00
1010-131-25	1209 W ROSEWOOD CT, Ontario, CA 91762	612.00
1010-141-03	910 N MOUNTAIN AV, Ontario, CA 91762	108.00
1010-154-21	956 W I ST, Ontario, CA 91762	153.00
1010-181-23	1016 W EL MORADO CT, Ontario, CA 91762	459.00
1010-182-03	743 N PALMETTO AV, Ontario, CA 91762	79.12
1010-182-07	1029 W EL MORADO CT, Ontario, CA 91762	765.00
1010-182-08	1023 W EL MORADO CT, Ontario, CA 91762	459.00
1010-182-25	932 W G ST, Ontario, CA 91762	153.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	918.00
1010-191-18	813 N PALMETTO AV, Ontario, CA 91762	918.00
1010-191-20	1048 W H ST, Ontario, CA 91762	263.00
1010-191-30	1025 W I ST, Ontario, CA 91762	3,187.40
1010-191-45	1048 W H ST, Ontario, CA 91762	4,316.87
1010-192-16	1023 W GRANADA CT, Ontario, CA 91762	306.00
1010-413-02	1543 W FLORA ST, Ontario, CA 91762	153.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	153.00
1010-445-22	455 N CAMELLIA AV, Ontario, CA 91762	301.80
1010-464-01	1004 W E ST, Ontario, CA 91762	306.00
1010-465-06	1007 W F ST, Ontario, CA 91762	459.00
1010-466-05	1027 W G ST, Unit:1, Ontario, CA 91762	510.00
1010-466-06	1019 W G ST, Unit:1, Ontario, CA 91762	510.00
1010-501-53	133 N ALPINE CT, Ontario, CA 91762	153.00
1010-501-63	161 N ALPINE CT, Ontario, CA 91762	153.00

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Parcel Number	Address	Amount Due
1010-511-18	945 W D ST, Ontario, CA 91762	199.00
1010-512-03	1053 W HOLLOWELL ST, Ontario, CA 91762	1,939.58
1010-512-44	1044 W VESTA ST, Unit:B, Ontario, CA 91762	153.00
1010-521-05	312 N CAMELLIA AV, Unit:A, Ontario, CA 91762	408.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	612.00
1010-521-17	210 N BEGONIA AV, Unit:A, Ontario, CA 91762	612.00
1010-521-36	1156 W STONERIDGE CT, Unit:A, Ontario, CA 91762	796.00
1010-521-40	1130 W STONERIDGE CT, Unit:A, Ontario, CA 91762	510.00
1010-522-02	1161 W STONERIDGE CT, Ontario, CA 91762	553.96
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,926.74
1010-522-16	1165 W STONERIDGE CT, Unit:A, Ontario, CA 91762	306.00
1010-543-32	1364 W HOLT BL, Ontario, CA 91762	108.00
1010-552-26	1425 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,836.00
1011-141-31	905 W BROOKS ST, Ontario, CA 91762	91.00
1011-221-15	1530 W MISSION BL, Building:1, Ontario, CA 91762	4,410.65
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	320.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	320.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	153.00
1011-381-33	821 S MAGNOLIA AV, Unit:A, Ontario, CA 91762	153.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	153.00
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	153.00
1011-401-27	1031 S PALMETTO AV, Building:S, Unit:4, Ontario, CA 91762	153.00
1011-401-68	1031 S PALMETTO AV, Building:R, Unit:1, Ontario, CA 91762	153.00
1011-411-16	914 S MOUNTAIN AV, Unit:D, Ontario, CA 91762	153.00
1011-415-12	1068 W RALSTON ST, Ontario, CA 91762	51.00
1011-415-30	963 S MOUNTAIN AV, Ontario, CA 91762	153.00
1011-421-38	1022 S MAGNOLIA AV, Ontario, CA 91762	3,116.33
1011-554-30	1112 S CYPRESS AV, Unit:22, Ontario, CA 91762	51.00
1011-554-35	1112 S CYPRESS AV, Unit:27, Ontario, CA 91762	51.00
1011-563-17	1309 S BOULDER AV, Ontario, CA 91762	153.00
1011-571-51	1150 W PHILLIPS ST, Unit:236, Ontario, CA 91762	153.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	153.00
1014-141-32	1439 S PINE AV, Ontario, CA 91762	153.00
1014-141-71	1045 W JACARANDA ST, Ontario, CA 91762	102.00
1014-152-07	1444 S CYPRESS AV, Ontario, CA 91762	153.00
1014-152-20	846 W CHESTNUT ST, Ontario, CA 91762	79.12
1014-162-04	1539 S PALMETTO AV, Ontario, CA 91762	51.00
1014-173-17	1646 S CYPRESS AV, Ontario, CA 91762	1,054.40
1014-191-17	1034 W MAPLE CT, Ontario, CA 91762	153.00

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Parcel Number	Address	Amount Due
1014-201-24	1604 S MOUNTAIN AV, Unit:E, Ontario, CA 91762	199.00
1014-202-03	1135 W LOCUST ST, Ontario, CA 91762	91.00
1014-211-13	1320 W FRANCIS ST, Ontario, CA 91762	153.00
1014-221-08	1630 S MAGNOLIA AV, Ontario, CA 91762	153.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	557.80
1014-462-40	1915 S MOUNTAIN AV, Unit:10, Ontario, CA 91762	153.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	153.00
1014-472-10	1860 S PALMETTO AV, Ontario, CA 91762	1,683.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	153.00
1014-512-41	326 W PHILADELPHIA ST, Building:J, Unit:53, Ontario, CA 91762	102.00
1014-521-25	1134 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1014-521-37	1164 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1014-523-20	2066 S MOUNTAIN AV, Ontario, CA 91762	153.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	9,252.00
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	153.00
1014-571-12	2049 S BENSON AV, Ontario, CA 91762	306.00
1014-591-04	1608 W PHILADELPHIA ST, Ontario, CA 91762	172.00
1014-591-05	1624 W PHILADELPHIA ST, Ontario, CA 91762	172.00
1015-121-13	2204 S FUCHSIA AV, Ontario, CA 91762	153.00
1015-131-64	1137 W PINWOOD LN, Ontario, CA 91762	102.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	321.84
1047-141-62	1147 E SEVENTH ST, Ontario, CA 91764	153.00
1047-142-06	1213 E SEVENTH ST, Ontario, CA 91764	51.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	918.00
1047-172-19	947 E SIXTH ST, Ontario, CA 91764	153.00
1047-201-04	820 E RICHLAND ST, Ontario, CA 91764	612.00
1047-251-02	1521 N EUCLID AV, Ontario, CA 91762	172.00
1047-301-23	740 W LA DENEY DR, Ontario, CA 91762	153.00
1047-331-04	120 W BONNIE BRAE CT, Ontario, CA 91762	306.00
1047-393-12	1424 N HOPE AV, Ontario, CA 91764	153.00
1047-411-20	1015 E FIFTH ST, Ontario, CA 91764	153.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	153.00
1047-424-41	1034 E SIXTH ST, Unit:901, Ontario, CA 91764	153.00
1047-424-43	1034 E SIXTH ST, Unit:903, Ontario, CA 91764	153.00
1047-424-58	1034 E SIXTH ST, Unit:1201, Ontario, CA 91764	153.00
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	2,216.20
1047-432-20	1407 N VIRGINIA AV, Ontario, CA 91764	306.00
1047-433-02	1406 N VIRGINIA AV, Ontario, CA 91764	369.93
1047-433-04	1416 N VIRGINIA AV, Ontario, CA 91764	153.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	691.12
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	612.00

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Parcel Number	Address	Amount Due
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	2,561.24
1047-462-17	1203 E FOURTH ST, Ontario, CA 91764	306.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	153.00
1047-473-29	1017 E FOURTH ST, Building:1, Unit:A, Ontario, CA 91764	79.12
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	2,130.20
1047-493-13	837 E YALE ST, Ontario, CA 91764	153.00
1047-502-22	715 E FOURTH ST, Ontario, CA 91764	408.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	321.84
1047-521-45	634 E FIFTH ST, Ontario, CA 91764	108.00
1047-521-62	565 E YALE ST, Ontario, CA 91764	4,972.50
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	492.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	153.00
1048-011-27	720 W ROSEWOOD CT, Ontario, CA 91762	153.00
1048-012-05	739 W J ST, Ontario, CA 91762	91.00
1048-013-10	709 W BERKELEY CT, Ontario, CA 91762	153.00
1048-022-30	640 W J ST, Ontario, CA 91762	153.00
1048-041-04	407 W J ST, Ontario, CA 91762	1,224.00
1048-041-25	936 N VINE AV, Unit:1, Ontario, CA 91762	1,224.00
1048-052-06	1043 N EUCLID AV, Unit:A, Ontario, CA 91762	918.00
1048-052-14	132 W J ST, Ontario, CA 91762	344.00
1048-052-26	125 W FOURTH ST, Unit:1, Ontario, CA 91762	2,091.00
1048-061-28	117 E ROSEWOOD CT, Ontario, CA 91764	153.00
1048-062-10	222 E ROSEWOOD CT, Ontario, CA 91764	306.00
1048-101-12	1049 N BERLYN AV, Ontario, CA 91764	681.40
1048-102-21	709 E J ST, Ontario, CA 91764	153.00
1048-103-19	851 E J ST, Ontario, CA 91764	108.00
1048-111-16	753 E PLAZA SERENA ST, Ontario, CA 91764	153.00
1048-111-26	705 E PLAZA SERENA ST, Ontario, CA 91764	108.00
1048-112-03	814 E J ST, Ontario, CA 91764	153.00
1048-121-08	1069 E I ST, Ontario, CA 91764	153.00
1048-124-19	1046 E I ST, Ontario, CA 91764	153.00
1048-131-27	1027 N CUCAMONGA AV, Ontario, CA 91764	172.00
1048-132-08	952 E ROSEWOOD CT, Ontario, CA 91764	8,542.11
1048-134-04	1068 E J ST, Ontario, CA 91764	153.00
1048-172-22	801 N CUCAMONGA AV, Ontario, CA 91764	51.00
1048-202-06	712 E H ST, Ontario, CA 91764	290.60
1048-211-20	859 E GRANADA CT, Ontario, CA 91764	187.00
1048-234-12	662 E EL MORADO CT, Ontario, CA 91764	306.00
1048-241-07	210 E H ST, Ontario, CA 91764	306.00
1048-261-44	423 W I ST, Ontario, CA 91762	459.00
1048-262-38	220 W H ST, Ontario, CA 91762	714.00

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Parcel Number	Address	Amount Due
1048-271-44	744 N VINE AV, Ontario, CA 91762	102.00
1048-271-46	207 W H ST, Unit:102B, Ontario, CA 91762	10,302.00
1048-281-04	741 N VINE AV, Ontario, CA 91762	153.00
1048-282-15	740 N SAN ANTONIO AV, Ontario, CA 91762	153.00
1048-301-20	766 W GRANADA CT, Ontario, CA 91762	102.00
1048-305-10	756 N CYPRESS AV, Ontario, CA 91762	91.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	153.00
1048-332-14	506 W D ST, Unit:A, Ontario, CA 91762	765.00
1048-332-25	404 N BEVERLY SQ, Ontario, CA 91762	153.00
1048-343-02	419 W E ST, Ontario, CA 91762	2,957.00
1048-343-10	412 W D ST, Ontario, CA 91762	153.00
1048-365-01	204 E F ST, Ontario, CA 91764	102.00
1048-366-12	203 E F ST, Ontario, CA 91764	408.00
1048-371-06	328 E G ST, Ontario, CA 91764	153.00
1048-372-04	318 E F ST, Unit:2, Ontario, CA 91764	459.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	153.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	306.00
1048-372-13	309 E E ST, Ontario, CA 91764	306.00
1048-373-13	416 N PLUM AV, Ontario, CA 91764	306.00
1048-374-05	422 E E ST, Ontario, CA 91764	153.00
1048-374-06	428 E E ST, Ontario, CA 91764	765.00
1048-392-06	635 E E ST, Ontario, CA 91764	91.00
1048-392-14	647 E E ST, Building:1, Unit:101, Ontario, CA 91764	372.80
1048-401-02	757 E E ST, Ontario, CA 91764	153.00
1048-402-24	711 E D ST, Ontario, CA 91764	459.00
1048-402-25	709 E D ST, Ontario, CA 91764	204.00
1048-411-26	729 E F ST, Ontario, CA 91764	459.00
1048-432-30	613 N HOLMES AV, Ontario, CA 91764	306.00
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	306.00
1048-451-14	417 N GROVE AV, Unit:A, Ontario, CA 91764	306.00
1048-461-03	1082 E D ST, Ontario, CA 91761	153.00
1048-462-08	1115 E NOCTA ST, Unit:A, Ontario, CA 91761	459.00
1048-471-02	1092 E NOCTA ST, Ontario, CA 91761	612.00
1048-471-14	1117 E HOLT BL, Ontario, CA 91761	172.00
1048-472-07	140 N VIRGINIA AV, Ontario, CA 91761	153.00
1048-481-16	958 E NOCTA ST, Unit:A, Ontario, CA 91761	306.00
1048-481-21	1014 E NOCTA ST, Ontario, CA 91761	204.00
1048-492-04	920 E ELMA ST, Unit:A, Ontario, CA 91761	92.00
1048-492-10	950 E ELMA ST, Ontario, CA 91761	306.00
1048-504-08	840 E D ST, Ontario, CA 91761	153.00
1048-504-16	809 E ELMA ST, Ontario, CA 91761	306.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1048-505-18	803 E NOCTA ST, Ontario, CA 91761	102.00
1048-505-19	312 N BERLYN AV, Ontario, CA 91761	102.00
1048-511-28	837 E WILLOW ST, Ontario, CA 91761	51.00
1048-511-29	829 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-30	823 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-31	817 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-32	811 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-33	807 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-34	803 E WILLOW ST, Ontario, CA 91761	153.00
1048-521-06	529 E SIERRA CT, Ontario, CA 91764	459.00
1048-521-10	509 E SIERRA CT, Ontario, CA 91764	153.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91761	306.00
1048-534-18	643 E NOCTA ST, Ontario, CA 91761	153.00
1048-534-19	222 N MIRAMONTE AV, Ontario, CA 91761	153.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	1,479.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	2,645.39
1048-572-01	427 W C ST, Unit:A, Ontario, CA 91762	408.00
1048-573-04	121 N FERN AV, Unit:1, Ontario, CA 91762	663.00
1048-574-03	319 W B ST, Ontario, CA 91762	459.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,377.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	459.00
1048-581-08	601 W D ST, Unit:A, Ontario, CA 91762	816.00
1048-581-09	565 W D ST, Unit:1, Ontario, CA 91762	663.00
1048-581-53	628 W VESTA ST, Ontario, CA 91762	714.00
1048-581-74	535 W D ST, Unit:H, Ontario, CA 91762	153.00
1048-601-09	713 W D ST, Ontario, CA 91762	510.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	320.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	516.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	8,077.00
1049-101-34	767 E EMPORIA ST, Ontario, CA 91761	153.00
1049-111-01	316 S BON VIEW AV, Building:2, Ontario, CA 91761	172.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	172.00
1049-111-06	235 S CAMPUS AV, Unit:A, Ontario, CA 91761	172.00
1049-201-03	523 S CAMPUS AV, Ontario, CA 91761	306.00
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	1,925.00
1049-203-01	0 S TAYLOR AV, Ontario, CA 91761	243.40
1049-221-10	535 E NEVADA ST, Ontario, CA 91761	153.00
1049-231-05	520 E STATE ST, Ontario, CA 91761	12,512.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	153.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	459.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	4,432.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1049-242-16	119 E SUNKIST ST, Ontario, CA 91761	153.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	1,186.80
1049-245-01	302 E STATE ST, Ontario, CA 91761	516.00
1049-245-04	318 E STATE ST, Ontario, CA 91761	185.80
1049-246-07	322 PARK ST E, Ontario, CA 91761	153.00
1049-247-07	428 S SULTANA AV, Unit:A, Ontario, CA 91761	306.00
1049-247-10	411 E PARK ST, Ontario, CA 91761	102.00
1049-255-10	311 E NEVADA ST, Ontario, CA 91761	153.00
1049-257-04	414 E SUNKIST ST, Ontario, CA 91761	102.00
1049-261-11	400 W NEVADA ST, Ontario, CA 91762	459.00
1049-272-09	402 W SUNKIST ST, Ontario, CA 91762	108.00
1049-272-12	418 W SUNKIST ST, Ontario, CA 91762	102.00
1049-274-09	520 S PALM AV, Ontario, CA 91762	306.00
1049-283-21	540 W PARK ST, Ontario, CA 91762	153.00
1049-292-01	717 S SAN ANTONIO AV, Ontario, CA 91762	102.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	764.80
1049-312-16	754 W CARLTON ST, Ontario, CA 91762	1,695.50
1049-313-04	751 W CARLTON ST, Ontario, CA 91762	153.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	306.00
1049-366-09	901 S CALDWELL AV, Ontario, CA 91761	1,609.00
1049-367-11	902 S HOPE AV, Ontario, CA 91761	457.60
1049-367-15	920 S HOPE AV, Ontario, CA 91761	153.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	153.00
1049-374-03	921 S GREENWOOD AV, Ontario, CA 91761	306.00
1049-392-02	1024 S GROVE AV, Ontario, CA 91761	306.00
1049-392-04	1030 S GROVE AV, Ontario, CA 91761	172.00
1049-392-05	1044 S GROVE AV, Ontario, CA 91761	172.00
1049-392-06	1050 S GROVE AV, Ontario, CA 91761	172.00
1049-411-08	1365 S PARKSIDE PL, Ontario, CA 91761	3,071.81
1049-442-07	1107 S GREENWOOD AV, Ontario, CA 91761	51.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	11,160.05
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	306.00
1049-462-03	828 E WOODLAWN ST, Ontario, CA 91761	612.00
1049-494-01	1415 S SULTANA AV, Ontario, CA 91761	306.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	306.00
1049-502-22	611 E RALSTON ST, Unit:A, Ontario, CA 91761	306.00
1049-503-04	620 E RALSTON ST, Ontario, CA 91761	232.12
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	153.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	419.24
1049-503-15	1114 S CAMPUS AV, Unit:A, Ontario, CA 91761	306.00
1049-513-15	424 E MAITLAND ST, Unit:A, Ontario, CA 91761	306.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1049-513-16	1012 S SULTANA AV, Ontario, CA 91761	306.00
1049-513-17	1016 S SULTANA AV, Ontario, CA 91761	306.00
1049-514-02	308 E RALSTON ST, Ontario, CA 91761	369.93
1049-514-16	428 E RALSTON ST, Unit:A, Ontario, CA 91761	306.00
1049-514-33	409 E BELMONT ST, Unit:A, Ontario, CA 91761	102.00
1049-521-09	218 E BELMONT ST, Ontario, CA 91761	102.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	306.00
1049-522-01	304 E BELMONT ST, Ontario, CA 91761	79.12
1049-531-44	237 E ACACIA ST, Ontario, CA 91761	51.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	153.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	306.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	306.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	306.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	612.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-11	401 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	153.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-21	309 W BELMONT ST, Unit:A, Ontario, CA 91762	204.00
1049-561-12	325 W MAITLAND ST, Ontario, CA 91762	153.00
1049-562-01	1129 S VINE AV, Ontario, CA 91762	46.00
1049-572-13	1120 S OAKLAND AV, Ontario, CA 91762	306.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	459.00
1049-573-28	562 W RALSTON ST, Unit:A, Ontario, CA 91762	92.00
1049-573-30	514 W RALSTON ST, Ontario, CA 91762	306.00
1049-574-01	561 W RALSTON ST, Ontario, CA 91762	306.00
1049-581-02	1023 S CYPRESS AV, Unit:A, Ontario, CA 91762	306.00
1049-581-03	1019 S CYPRESS AV, Unit:A, Ontario, CA 91762	306.00
1049-581-17	1030 S SAN ANTONIO AV, Ontario, CA 91762	306.00
1049-581-23	744 W RALSTON ST, Unit:A, Ontario, CA 91762	612.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	612.00
1049-591-34	653 W BELMONT ST, Ontario, CA 91762	918.00
1049-592-13	533 W BELMONT ST, Unit:A, Ontario, CA 91762	102.00
1050-081-19	1431 S EUCLID AV, Ontario, CA 91761	108.00
1050-091-01	1563 S SULTANA AV, Ontario, CA 91761	46.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	153.00
1050-102-04	631 E DE ANZA ST, Ontario, CA 91761	3,531.40
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	153.00
1050-251-27	317 E FRANCIS ST, Ontario, CA 91761	1,826.80
1050-291-10	405 W MAPLE ST, Ontario, CA 91762	199.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	3,204.00
1050-331-24	1919 S CYPRESS AV, Ontario, CA 91762	153.00
1050-361-04	403 W FRANCIS ST, Ontario, CA 91762	153.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	153.00
1050-391-28	1951 S EUCLID AV, Unit:1, Ontario, CA 91761	3,570.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	107.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	153.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	153.00
1050-542-84	731 E BOXWOOD CT, Ontario, CA 91761	102.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	153.00
1050-544-02	850 E CEDAR ST, Unit:A, Ontario, CA 91761	612.00
1050-544-06	810 E CEDAR ST, Unit:A, Ontario, CA 91761	612.00
1050-551-20	634 E BOXWOOD CT, Ontario, CA 91761	153.00
1050-571-19	302 E SPRUCE ST, Ontario, CA 91761	102.00
1050-574-03	239 E SPRUCE ST, Ontario, CA 91761	232.12
1050-601-15	304 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1050-623-03	2020 S VINE AV, Ontario, CA 91762	108.00
1050-623-05	2032 S VINE AV, Ontario, CA 91762	153.00
1050-624-15	2115 S SAN ANTONIO AV, Ontario, CA 91762	1,931.50
1050-631-09	2004 S SAN ANTONIO AV, Ontario, CA 91762	51.00
1050-651-10	1459 S EUCLID AV, Unit:30, Ontario, CA 91761	153.00
1050-651-13	1459 S EUCLID AV, Unit:33, Ontario, CA 91761	153.00
1050-661-14	1459 S EUCLID AV, Unit:22, Ontario, CA 91761	311.24
1051-011-50	2232 S HICKORY PL, Ontario, CA 91762	153.00
1051-041-03	527 W PHILADELPHIA ST, Ontario, CA 91762	783.60
1051-051-15	2215 S FERN AV, Unit:A, Ontario, CA 91762	2,142.00
1051-051-72	2252 S EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	1,235.61
1051-132-44	2320 S GREENWOOD PL, Unit:C, Ontario, CA 91761	153.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	153.00
1051-171-42	2404 S GROVE AV, Building:1, Ontario, CA 91761	981.00
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	2,002.04
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	153.00
1051-191-74	2432 S TAYLOR PL, Ontario, CA 91761	153.00
1051-211-02	2451 S EUCLID AV, Ontario, CA 91761	1,319.32
1051-221-15	131 W GEYER CT, Ontario, CA 91762	153.00
1051-271-06	2556 S EUCLID AV, Ontario, CA 91762	108.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1051-271-30	320 W WALNUT ST, Unit:19, Ontario, CA 91762	107.00
1051-271-57	320 W WALNUT ST, Unit:33, Ontario, CA 91762	153.00
1051-271-60	320 W WALNUT ST, Unit:39, Ontario, CA 91762	153.00
1051-281-23	2528 S PLUM LN, Ontario, CA 91761	153.00
1051-311-53	2520 S GARFIELD PL, Ontario, CA 91761	153.00
1051-321-62	2550 S GROVE AV, Building:1, Ontario, CA 91761	996.97
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	153.00
1051-431-40	214 W CORMORANT DR, Ontario, CA 91762	153.00
1051-431-61	2638 S EUCLID AV, Ontario, CA 91762	153.00
1051-511-06	340 W ST. ANDREWS ST, Ontario, CA 91762	2,245.80
1051-561-56	1193 E DEERFIELD ST, Ontario, CA 91761	153.00
1051-612-26	343 E DORAL ST, Ontario, CA 91761	102.00
1051-621-57	2930 S VIA BELAMARIA, Ontario, CA 91762	153.00
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	542.40
1073-371-70	4950 S STEED PL, Building:, Unit:, Ontario, CA 91762	108.00
1083-011-15	2548 S ARCHIBALD AV, Ontario, CA 91761	108.00
1083-121-36	2901 E DUNLIN WY, Ontario, CA 91761	153.00
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	153.00
1083-141-25	2527 S CARIBOU PL, Ontario, CA 91761	153.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	153.00
1083-171-07	3242 E CLEAR LAKE RD, Ontario, CA 91761	153.00
1083-171-20	3269 E SUMMER ISLAND CT, Ontario, CA 91761	153.00
1083-181-47	2837 E TAM O'SHANTER CT, Ontario, CA 91761	153.00
1083-271-01	12685 S TURNER AV, Ontario, CA 91761	306.00
1083-291-26	2858 S LAUREL TREE DR, Ontario, CA 91761	153.00
1083-301-02	2910 S LAUREL TREE DR, Ontario, CA 91761	1,322.40
1083-301-62	3348 E MORNINGWOOD CT, Ontario, CA 91761	153.00
1083-372-16	3631 E FOX GLEN LP, Ontario, CA 91761	153.00
1083-401-31	3546 E STRAWBERRY CREEK PL, Ontario, CA 91761	153.00
1083-402-30	3651 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	46.00
1083-402-54	3657 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	153.00
1083-411-17	3737 E SANTIAGO CREEK WY, Ontario, CA 91761	102.00
1083-442-13	3713 E OAK CREEK DR, Unit:H, Ontario, CA 91761	51.00
1083-442-61	3736 E OAK CREEK DR, Unit:D, Ontario, CA 91761	153.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	153.00
1083-452-28	2901 S SNOW CREEK LN, Ontario, CA 91761	153.00
		328,949.97

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
0108-381-09	1206 N GROVE AV, Ontario, CA 91764	490.00
0108-442-15	1439 N EL DORADO AV, Ontario, CA 91764	490.00
0108-611-08	1380 E SEVENTH ST, Ontario, CA 91764	340.00
0110-013-20	1205 E D ST, Ontario, CA 91764	15,520.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	500.00
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	500.00
0110-241-57	1752 E G ST, Ontario, CA 91764	500.00
0110-253-20	415 N HUMBOLDT PL, Ontario, CA 91764	24,500.00
0110-301-01	1249 N VINEYARD AV, Building:1, Ontario, CA 91764	640.00
0110-341-01	1055 N MARIPOSA AV, Ontario, CA 91764	760.00
0110-345-11	1009 N ORANGE AV, Ontario, CA 91764	220.00
0110-352-04	1720 E PLAZA SERENA ST, Ontario, CA 91764	170.00
0110-371-03	1787 E PLAZA SERENA ST, Ontario, CA 91764	860.00
0110-374-12	864 N SAN DIEGO AV, Ontario, CA 91764	760.00
0110-375-08	1822 E GRANADA CT, Ontario, CA 91764	340.00
0113-286-09	2310 S VINEYARD AV, Building:1, Ontario, CA 91761	15,760.00
0113-286-10	2336 S VINEYARD AV, Building:8, Ontario, CA 91761	59,480.00
0113-541-34	2715 S INVERNESS CT, Ontario, CA 91761	760.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	14,800.00
0209-331-30	1925 E ALONDRA CT, Ontario, CA 91764	120.00
0210-193-14	3480 SHELBY ST E	500.00
0211-222-37	800 S MILLIKEN AV, Building:2, Unit:A, Ontario, CA 91761	5,700.00
0211-275-39	3355 E CEDAR ST, Ontario, CA 91761	120.00
0211-361-11	1550 S MILLIKEN AV, Building:2, Unit:A, Ontario, CA 91761	10,400.00
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	22,660.00
0216-341-16	2522 S CALAVERAS PL, Ontario, CA 91761	30,000.00
0216-361-20	2419 S PARCO AV, Ontario, CA 91761	340.00
0216-401-36	1738 E CHERRY HILL ST, Ontario, CA 91761	120.00
0216-401-61	2570 S VINEYARD AV, Ontario, CA 91761	420.00
0216-401-62	2550 VINEYARD AV S, Unit:B, Ontario, CA 91761	340.00
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	14,620.00
0218-273-41	3365 S PRIMROSE DR, Ontario, CA 91761	220.00
0218-523-20	2464 E COLCHESTER ST, Ontario, CA 91761	120.00
0218-771-21	3708 S OLD ARCHIBALD RANCH RD, Ontario, CA 91761	1,010.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	520.00
0218-882-27	3377 S CLOVER PL, Ontario, CA 91761	340.00
0238-081-95	450 S WINEVILLE AV, Ontario, CA 91761	120.00
0238-121-28	1495 S HUDSON AV, Ontario, CA 91761	4,501.00
0238-152-09	0 E PHILADELPHIA ST, Ontario, CA 91761	500.00
1008-462-25	933 W BONNIE BRAE CT, Ontario, CA 91762	170.00
1008-481-01	804 W LA DENEY DR, Ontario, CA 91762	120.00

City of Ontario
Community Improvement Department
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Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
1008-512-10	856 W HARVARD PL, Ontario, CA 91762	340.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	340.00
1010-141-07	990 N MOUNTAIN AV, Ontario, CA 91762	20.00
1010-141-10	1000 N MOUNTAIN AV, Ontario, CA 91762	120.00
1010-191-45	1048 W H ST, Ontario, CA 91762	500.00
1010-462-03	442 N MOUNTAIN AV, Building:1, Ontario, CA 91762	640.00
1010-491-02	828 W HOLT BL, Ontario, CA 91762	760.00
1010-512-03	1053 W HOLLOWELL ST, Ontario, CA 91762	95,100.00
1010-543-32	1364 W HOLT BL, Ontario, CA 91762	220.00
1010-552-05	1426 W HOLT BL, Building:1, Unit:A, Ontario, CA 91762	120.00
1011-161-05	835 W STATE ST, Ontario, CA 91762	20.00
1011-181-11	1128 W MISSION BL, Building:2, Unit:H, Ontario, CA 91762	460.00
1011-211-18	620 S MAGNOLIA AV, Building:E, Ontario, CA 91762	340.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	500.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	500.00
1011-551-01	1229 S PALMETTO AV, Ontario, CA 91762	120.00
1014-111-04	1519 S OAKS AV, Ontario, CA 91762	7,500.00
1014-121-06	0 S OAKS AV, Ontario, CA 91762	220.00
1014-121-07	0 S OAKS AV, Ontario, CA 91762	320.00
1014-121-08	0 S OAKS AV, Ontario, CA 91762	320.00
1014-202-03	1135 W LOCUST ST, Ontario, CA 91762	170.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	6,760.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	1,000.00
1047-281-33	1528 N BEVERLY CT, Ontario, CA 91762	120.00
1047-302-01	767 W LA DENEY DR, Ontario, CA 91762	120.00
1047-311-53	525 W SIXTH ST, Ontario, CA 91762	76,000.00
1047-333-11	353 W BONNIE BRAE CT, Ontario, CA 91762	340.00
1047-462-18	1141 N GROVE AV, Building:1, Ontario, CA 91764	33,440.00
1047-521-45	634 E FIFTH ST, Ontario, CA 91764	340.00
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	1,000.00
1047-543-31	315 E FOURTH ST, Ontario, CA 91764	7,260.00
1048-012-05	739 W J ST, Ontario, CA 91762	340.00
1048-022-07	625 W ROSEWOOD CT, Ontario, CA 91762	840.00
1048-061-16	125 E ROSEWOOD CT, Ontario, CA 91764	120.00
1048-101-12	1049 N BERLYN AV, Ontario, CA 91764	100.00
1048-103-19	851 E J ST, Ontario, CA 91764	120.00
1048-133-08	952 E J ST, Ontario, CA 91764	170.00
1048-161-29	815 N ALAMEDA AV, Ontario, CA 91764	340.00
1048-346-14	326 W F ST, Ontario, CA 91762	120.00
1048-383-15	617 N CAMPUS AV, Ontario, CA 91764	760.00
1048-383-16	611 N CAMPUS AV, Ontario, CA 91764	760.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
1048-392-06	635 E E ST, Ontario, CA 91764	120.00
1048-393-02	516 E E ST, Ontario, CA 91764	840.00
1048-411-16	760 E G ST, Ontario, CA 91764	420.00
1048-421-15	922 E G ST, Ontario, CA 91764	120.00
1048-491-16	1034 E D ST, Ontario, CA 91761	760.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	760.00
1048-565-11	112 W B ST, Ontario, CA 91762	340.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	500.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	500.00
1049-101-10	756 E HOLT BL, Unit:A, Ontario, CA 91761	490.00
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	500.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	1,010.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	500.00
1049-245-06	404 S CHERRY AV, Building:1, Ontario, CA 91761	760.00
1049-257-01	402 E SUNKIST ST, Ontario, CA 91761	490.00
1049-271-10	416 W PARK ST, Ontario, CA 91762	120.00
1049-272-09	402 W SUNKIST ST, Ontario, CA 91762	120.00
1049-313-21	718 W MAITLAND ST, Ontario, CA 91762	120.00
1049-365-11	910 S CALDWELL AV, Ontario, CA 91761	170.00
1049-366-09	901 S CALDWELL AV, Ontario, CA 91761	500.00
1049-441-30	1138 S GREENWOOD AV, Ontario, CA 91761	30,000.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	500.00
1049-574-06	535 W RALSTON ST, Ontario, CA 91762	220.00
1050-071-51	117 E DE ANZA CI, Ontario, CA 91761	4,760.00
1050-081-03	1437 S EUCLID AV, Ontario, CA 91761	420.00
1050-101-02	669 E ELM ST, Ontario, CA 91761	30,340.00
1050-102-04	631 E DE ANZA ST, Ontario, CA 91761	340.00
1050-251-27	317 E FRANCIS ST, Ontario, CA 91761	420.00
1050-284-01	1724 S EUCLID AV, Building:3, Ontario, CA 91762	220.00
1050-401-19	410 E FRANCIS ST, Ontario, CA 91761	120.00
1050-401-28	301 E GREVILLEA ST, Ontario, CA 91761	760.00
1050-521-02	2120 S CUCAMONGA AV, Ontario, CA 91761	170.00
1050-521-05	1061 E PHILADELPHIA ST, Ontario, CA 91761	220.00
1050-671-03	1180 E FRANCIS ST, Unit:E, Ontario, CA 91761	490.00
1051-171-42	2404 S GROVE AV, Building:1, Ontario, CA 91761	340.00
1051-271-06	2556 S EUCLID AV, Ontario, CA 91762	120.00
1051-321-51	2532 S GROVE AV, Ontario, CA 91761	120.00
1053-171-03	13908 S GROVE AV, Ontario, CA 91761	8,260.00
1083-011-13	2550 S ARCHIBALD AV, Unit:A, Ontario, CA 91761	340.00
1083-011-15	2548 S ARCHIBALD AV, Ontario, CA 91761	120.00
1083-051-15	2602 E DUNES ST, Ontario, CA 91761	760.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
1083-142-05	3209 E CLEAR LAKE RD, Ontario, CA 91761	170.00
1083-301-02	2910 S LAUREL TREE DR, Ontario, CA 91761	990.00
		558,371.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	153.00
0108-381-09	1206 N GROVE AV, Ontario, CA 91764	490.00
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	153.00
0108-441-01	1430 N GROVE AV, Ontario, CA 91764	153.00
0108-442-15	1439 N EL DORADO AV, Ontario, CA 91764	490.00
0108-443-04	1356 E LA DENEY DR, Ontario, CA 91764	153.00
0108-471-07	1571 E OLIVE ST, Unit:A, Ontario, CA 91764	306.00
0108-471-10	1818 N LEEDS AV, Ontario, CA 91764	153.00
0108-481-05	1668 E EIGHTH ST, Ontario, CA 91764	153.00
0108-493-26	1503 N MARIN AV, Ontario, CA 91764	108.00
0108-493-37	1521 N MARIPOSA AV, Ontario, CA 91764	108.00
0108-522-27	1483 E HAWTHORNE ST, Ontario, CA 91764	91.00
0108-551-08	1685 E FOURTH ST, Ontario, CA 91764	153.00
0108-571-22	1740 N BAKER AV, Ontario, CA 91764	102.00
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	5,676.00
0108-592-14	1840 N BAKER AV, Ontario, CA 91764	153.00
0108-603-07	1523 N GLENN AV, Ontario, CA 91764	153.00
0108-611-08	1380 E SEVENTH ST, Ontario, CA 91764	340.00
0108-622-03	1818 N PLACER AV, Ontario, CA 91764	51.00
0108-622-08	1848 N PLACER AV, Ontario, CA 91764	153.00
0110-013-20	1205 E D ST, Ontario, CA 91764	15,520.00
0110-013-65	1235 E D ST, Unit:16, Ontario, CA 91764	153.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	153.00
0110-021-17	338 N PLACER PRIVADO, Ontario, CA 91761	51.00
0110-021-25	332 N PLACER PRIVADO, Ontario, CA 91761	51.00
0110-042-06	1431 E NOCTA ST, Ontario, CA 91761	612.00
0110-051-33	1242 E ELMA ST, Ontario, CA 91761	153.00
0110-051-37	1257 E ELMA ST, Ontario, CA 91761	153.00
0110-051-43	1223 E ELMA ST, Ontario, CA 91761	153.00
0110-051-44	1217 E ELMA ST, Ontario, CA 91761	153.00
0110-051-48	1210 E D ST, Ontario, CA 91761	306.00
0110-061-23	1348 NOCTA ST E, Unit:1, Ontario, CA 91761	2,295.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	820.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	172.00
0110-072-20	156 N LASSEN PL, Ontario, CA 91761	204.00
0110-153-10	756 N AMADOR AV, Ontario, CA 91764	51.00
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	1,016.00
0110-211-21	837 N DEL NORTE AV, Ontario, CA 91764	108.00
0110-241-57	1752 E G ST, Ontario, CA 91764	3,848.00
0110-253-20	415 N HUMBOLDT PL, Ontario, CA 91764	24,500.00
0110-254-77	1433 E D ST, Unit:231, Ontario, CA 91764	9,282.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0110-261-74	1741 E D ST, Ontario, CA 91764	153.00
0110-293-12	642 N GLENN CT, Ontario, CA 91764	153.00
0110-301-01	1249 N VINEYARD AV, Building:1, Ontario, CA 91764	640.00
0110-311-51	853 N QVC WY, Ontario, CA 91764	91.00
0110-332-21	1033 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-09	1032 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-10	1038 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	612.00
0110-341-01	1055 N MARIPOSA AV, Ontario, CA 91764	760.00
0110-342-23	1744 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-24	1748 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-25	1754 E FOURTH ST, Ontario, CA 91764	204.00
0110-343-03	1774 E FOURTH ST, Ontario, CA 91764	204.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	1,802.80
0110-345-11	1009 N ORANGE AV, Ontario, CA 91764	220.00
0110-347-02	950 N MARIPOSA AV, Ontario, CA 91764	108.00
0110-351-05	1758 E GRANADA CT, Ontario, CA 91764	340.12
0110-352-04	1720 E PLAZA SERENA ST, Ontario, CA 91764	170.00
0110-362-06	1853 E JAY ST, Ontario, CA 91764	153.00
0110-365-02	935 N SACRAMENTO AV, Ontario, CA 91764	153.00
0110-371-03	1787 E PLAZA SERENA ST, Ontario, CA 91764	860.00
0110-374-12	864 N SAN DIEGO AV, Ontario, CA 91764	2,840.40
0110-374-14	857 N VINEYARD AV, Ontario, CA 91764	612.00
0110-374-15	851 N VINEYARD AV, Ontario, CA 91764	408.00
0110-375-08	1822 E GRANADA CT, Ontario, CA 91764	448.00
0110-381-03	1862 E GRANADA CT, Ontario, CA 91764	153.00
0110-411-73	1724 E G ST, Unit:C, Ontario, CA 91764	102.00
0110-412-26	1718 E FLORA ST, Unit:C, Ontario, CA 91764	153.00
0110-423-12	905 N HUMBOLDT AV, Ontario, CA 91764	153.00
0110-442-03	2056 E BULLETIN PRIVADO, Ontario, CA 91764	199.00
0110-482-14	1850 E FIFTH ST, Ontario, CA 91764	306.00
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	153.00
0113-211-18	1227 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-27	1235 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-286-09	2310 S VINEYARD AV, Building:1, Ontario, CA 91761	15,760.00
0113-286-10	2336 S VINEYARD AV, Building:8, Ontario, CA 91761	59,480.00
0113-395-15	2161 E MAPLE PRIVADO, Ontario, CA 91761	1,468.40
0113-415-24	1803 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-26	1811 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-27	1809 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-533-12	2532 S BALBOA AV, Ontario, CA 91761	102.00
0113-541-12	2714 S PEBBLE BEACH CT, Ontario, CA 91761	153.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0113-541-24	1939 E BROOKSIDE DR, Ontario, CA 91761	153.00
0113-541-34	2715 S INVERNESS CT, Ontario, CA 91761	760.00
0113-542-27	1927 E ST. ANDREWS DR, Ontario, CA 91761	153.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	14,908.00
0209-331-30	1925 E ALONDRA CT, Ontario, CA 91764	120.00
0209-424-35	1818 N SOLANO AV, Ontario, CA 91764	153.00
0210-192-21	2955 E GUASTI RD, Ontario, CA 91761	3,761.00
0210-192-22	2975 E GUASTI RD, Ontario, CA 91761	2,339.00
0210-192-26	2995 E GUASTI RD, Ontario, CA 91761	172.00
0210-193-14	3480 SHELBY ST E	648.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	153.00
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	153.00
0210-301-38	1444 N BARRANCA AV, Ontario, CA 91764	153.00
0210-351-27	1938 E FIFTH ST, Ontario, CA 91764	153.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	153.00
0210-352-21	1928 E YALE ST, Unit:B, Ontario, CA 91764	153.00
0210-401-01	1015 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	5,355.00
0210-401-02	1017 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	7,344.00
0210-401-05	1001 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	6,426.00
0210-411-05	3241 E INLAND EMPIRE BL, Unit:1, Ontario, CA 91764	612.00
0210-411-30	3122 E TRIUMPH LN, Unit:1, Ontario, CA 91764	612.00
0210-411-41	730 N TURNER AV, Unit:1, Ontario, CA 91764	691.12
0210-421-04	3115 E JAGUAR WY, Ontario, CA 91764	612.00
0210-421-89	940 N TURNER AV, Building:12, Unit:72, Ontario, CA 91764	153.00
0210-432-02	1048 N TURNER AV, Building:33, Unit:188, Ontario, CA 91764	153.00
0210-433-09	1002 N TURNER AV, Building:47, Unit:279, Ontario, CA 91764	153.00
0210-433-31	1012 N TURNER AV, Building:42, Unit:246, Ontario, CA 91764	153.00
0210-551-16	3351 E CENTRELAKE DR, Ontario, CA 91761	2,152.82
0210-601-12	1055 N SMIDERLE LP, Ontario, CA 91764	153.00
0210-632-52	2829 E VIA TERRANO, Ontario, CA 91764	153.00
0210-651-18	2985 E VIA CORVINA, Ontario, CA 91764	153.00
0211-222-37	800 S MILLIKEN AV, Building:2, Unit:A, Ontario, CA 91761	5,700.00
0211-275-39	3355 E CEDAR ST, Ontario, CA 91761	228.00
0211-301-03	2151 S HAVEN AV, Unit:100, Ontario, CA 91761	108.00
0211-361-11	1550 S MILLIKEN AV, Building:2, Unit:A, Ontario, CA 91761	10,400.00
0216-013-39	2362 S AUGUSTA PL, Ontario, CA 91761	153.00
0216-211-24	13519 S GROVE AV, Ontario, CA 91761	1,999.80
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	24,220.07
0216-341-16	2522 S CALAVERAS PL, Ontario, CA 91761	33,124.65
0216-361-20	2419 S PARCO AV, Ontario, CA 91761	340.00
0216-391-27	2638 S WALKER AV, Ontario, CA 91761	91.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0216-401-22	1720 E OAK HILL CT, Ontario, CA 91761	153.00
0216-401-36	1738 E CHERRY HILL ST, Ontario, CA 91761	228.00
0216-401-61	2570 S VINEYARD AV, Ontario, CA 91761	420.00
0216-401-62	2550 VINEYARD AV S, Unit:B, Ontario, CA 91761	1,608.78
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	14,940.00
0216-411-20	1749 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	612.00
0216-411-28	1701 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	459.00
0216-431-36	2525 S CASTLE HARBOUR AV, Ontario, CA 91761	153.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	153.00
0216-491-29	1438 E COTTONWOOD ST, Ontario, CA 91761	153.00
0218-094-32	3660 PECKHAM PASEO E, Unit:5, Ontario, CA 91761	108.00
0218-131-37	13610 S ARCHIBALD AV, Ontario, CA 91761	108.00
0218-273-41	3365 S PRIMROSE DR, Ontario, CA 91761	220.00
0218-462-72	3947 S OAKVILLE AV, Ontario, CA 91761	301.80
0218-523-20	2464 E COLCHESTER ST, Ontario, CA 91761	211.00
0218-771-21	3708 S OLD ARCHIBALD RANCH RD, Ontario, CA 91761	4,622.10
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	153.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	102.00
0218-862-34	3102 S ROCKY LN, Ontario, CA 91761	153.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	2,381.20
0218-882-27	3377 S CLOVER PL, Ontario, CA 91761	340.00
0238-012-31	5056 E FOURTH ST, Ontario, CA 91764	172.00
0238-081-95	450 S WINEVILLE AV, Ontario, CA 91761	228.00
0238-121-28	1495 S HUDSON AV, Ontario, CA 91761	4,592.00
0238-152-09	0 E PHILADELPHIA ST, Ontario, CA 91761	952.00
0238-193-17	820 S WANAMAKER AV, Building:1, Ontario, CA 91761	1,089.00
1008-462-25	933 W BONNIE BRAE CT, Ontario, CA 91762	170.00
1008-481-01	804 W LA DENEY DR, Ontario, CA 91762	120.00
1008-503-04	947 W YALE ST, Ontario, CA 91762	153.00
1008-512-10	856 W HARVARD PL, Ontario, CA 91762	340.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	603.00
1008-522-01	1000 Fourth W, Ontario, CA 91762	91.00
1008-552-04	1324 W HARVARD PL, Ontario, CA 91762	153.00
1008-572-24	1504 W FOURTH ST, Ontario, CA 91762	91.00
1008-712-02	1307 N ELDERBERRY AV, Ontario, CA 91762	153.00
1008-712-07	1317 ELDERBERRY AV N, Ontario, CA 91762	153.00
1010-113-20	960 N OAKS AV, Ontario, CA 91762	153.00
1010-131-04	1005 N BEGONIA AV, Ontario, CA 91762	917.48
1010-131-08	1222 W J ST, Ontario, CA 91762	408.00
1010-131-23	1223 W ROSEWOOD CT, Ontario, CA 91762	612.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	459.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1010-131-25	1209 W ROSEWOOD CT, Ontario, CA 91762	612.00
1010-141-03	910 N MOUNTAIN AV, Ontario, CA 91762	108.00
1010-141-07	990 N MOUNTAIN AV, Ontario, CA 91762	20.00
1010-141-10	1000 N MOUNTAIN AV, Ontario, CA 91762	120.00
1010-154-21	956 W I ST, Ontario, CA 91762	153.00
1010-181-23	1016 W EL MORADO CT, Ontario, CA 91762	459.00
1010-182-03	743 N PALMETTO AV, Ontario, CA 91762	79.12
1010-182-07	1029 W EL MORADO CT, Ontario, CA 91762	765.00
1010-182-08	1023 W EL MORADO CT, Ontario, CA 91762	459.00
1010-182-25	932 W G ST, Ontario, CA 91762	153.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	918.00
1010-191-18	813 N PALMETTO AV, Ontario, CA 91762	918.00
1010-191-20	1048 W H ST, Ontario, CA 91762	263.00
1010-191-30	1025 W I ST, Ontario, CA 91762	3,187.40
1010-191-45	1048 W H ST, Ontario, CA 91762	4,816.87
1010-192-16	1023 W GRANADA CT, Ontario, CA 91762	306.00
1010-413-02	1543 W FLORA ST, Ontario, CA 91762	153.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	153.00
1010-445-22	455 N CAMELLIA AV, Ontario, CA 91762	301.80
1010-462-03	442 N MOUNTAIN AV, Building:1, Ontario, CA 91762	640.00
1010-464-01	1004 W E ST, Ontario, CA 91762	306.00
1010-465-06	1007 W F ST, Ontario, CA 91762	459.00
1010-466-05	1027 W G ST, Unit:1, Ontario, CA 91762	510.00
1010-466-06	1019 W G ST, Unit:1, Ontario, CA 91762	510.00
1010-491-02	828 W HOLT BL, Ontario, CA 91762	760.00
1010-501-53	133 N ALPINE CT, Ontario, CA 91762	153.00
1010-501-63	161 N ALPINE CT, Ontario, CA 91762	153.00
1010-511-18	945 W D ST, Ontario, CA 91762	199.00
1010-512-03	1053 W HOLLOWELL ST, Ontario, CA 91762	97,039.58
1010-512-44	1044 W VESTA ST, Unit:B, Ontario, CA 91762	153.00
1010-521-05	312 N CAMELLIA AV, Unit:A, Ontario, CA 91762	408.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	612.00
1010-521-17	210 N BEGONIA AV, Unit:A, Ontario, CA 91762	612.00
1010-521-36	1156 W STONERIDGE CT, Unit:A, Ontario, CA 91762	796.00
1010-521-40	1130 W STONERIDGE CT, Unit:A, Ontario, CA 91762	510.00
1010-522-02	1161 W STONERIDGE CT, Ontario, CA 91762	553.96
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,926.74
1010-522-16	1165 W STONERIDGE CT, Unit:A, Ontario, CA 91762	306.00
1010-543-32	1364 W HOLT BL, Ontario, CA 91762	328.00
1010-552-05	1426 W HOLT BL, Building:1, Unit:A, Ontario, CA 91762	120.00
1010-552-26	1425 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,836.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1011-141-31	905 W BROOKS ST, Ontario, CA 91762	91.00
1011-161-05	835 W STATE ST, Ontario, CA 91762	20.00
1011-181-11	1128 W MISSION BL, Building:2, Unit:H, Ontario, CA 91762	460.00
1011-211-18	620 S MAGNOLIA AV, Building:E, Ontario, CA 91762	340.00
1011-221-15	1530 W MISSION BL, Building:1, Ontario, CA 91762	4,410.65
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	820.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	820.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	153.00
1011-381-33	821 S MAGNOLIA AV, Unit:A, Ontario, CA 91762	153.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	153.00
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	153.00
1011-401-27	1031 S PALMETTO AV, Building:S, Unit:4, Ontario, CA 91762	153.00
1011-401-68	1031 S PALMETTO AV, Building:R, Unit:1, Ontario, CA 91762	153.00
1011-411-16	914 S MOUNTAIN AV, Unit:D, Ontario, CA 91762	153.00
1011-415-12	1068 W RALSTON ST, Ontario, CA 91762	51.00
1011-415-30	963 S MOUNTAIN AV, Ontario, CA 91762	153.00
1011-421-38	1022 S MAGNOLIA AV, Ontario, CA 91762	3,116.33
1011-551-01	1229 S PALMETTO AV, Ontario, CA 91762	120.00
1011-554-30	1112 S CYPRESS AV, Unit:22, Ontario, CA 91762	51.00
1011-554-35	1112 S CYPRESS AV, Unit:27, Ontario, CA 91762	51.00
1011-563-17	1309 S BOULDER AV, Ontario, CA 91762	153.00
1011-571-51	1150 W PHILLIPS ST, Unit:236, Ontario, CA 91762	153.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	153.00
1014-111-04	1519 S OAKS AV, Ontario, CA 91762	7,500.00
1014-121-06	0 S OAKS AV, Ontario, CA 91762	220.00
1014-121-07	0 S OAKS AV, Ontario, CA 91762	320.00
1014-121-08	0 S OAKS AV, Ontario, CA 91762	320.00
1014-141-32	1439 S PINE AV, Ontario, CA 91762	153.00
1014-141-71	1045 W JACARANDA ST, Ontario, CA 91762	102.00
1014-152-07	1444 S CYPRESS AV, Ontario, CA 91762	153.00
1014-152-20	846 W CHESTNUT ST, Ontario, CA 91762	79.12
1014-162-04	1539 S PALMETTO AV, Ontario, CA 91762	51.00
1014-173-17	1646 S CYPRESS AV, Ontario, CA 91762	1,054.40
1014-191-17	1034 W MAPLE CT, Ontario, CA 91762	153.00
1014-201-24	1604 S MOUNTAIN AV, Unit:E, Ontario, CA 91762	199.00
1014-202-03	1135 W LOCUST ST, Ontario, CA 91762	261.00
1014-211-13	1320 W FRANCIS ST, Ontario, CA 91762	153.00
1014-221-08	1630 S MAGNOLIA AV, Ontario, CA 91762	153.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	7,317.80

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1014-462-40	1915 S MOUNTAIN AV, Unit:10, Ontario, CA 91762	153.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	153.00
1014-472-10	1860 S PALMETTO AV, Ontario, CA 91762	1,683.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	153.00
1014-512-41	926 W PHILADELPHIA ST, Building:J, Unit:53, Ontario, CA 91762	102.00
1014-521-25	1134 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1014-521-37	1164 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1014-523-20	2066 S MOUNTAIN AV, Ontario, CA 91762	153.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	10,252.00
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	153.00
1014-571-12	2049 S BENSON AV, Ontario, CA 91762	306.00
1014-591-04	1608 W PHILADELPHIA ST, Ontario, CA 91762	172.00
1014-591-05	1624 W PHILADELPHIA ST, Ontario, CA 91762	172.00
1015-121-13	2204 S FUCHSIA AV, Ontario, CA 91762	153.00
1015-131-64	1137 W PINWOOD LN, Ontario, CA 91762	102.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	321.84
1047-141-62	1147 E SEVENTH ST, Ontario, CA 91764	153.00
1047-142-06	1213 E SEVENTH ST, Ontario, CA 91764	51.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	918.00
1047-172-19	947 E SIXTH ST, Ontario, CA 91764	153.00
1047-201-04	820 E RICHLAND ST, Ontario, CA 91764	612.00
1047-251-02	1521 N EUCLID AV, Ontario, CA 91762	172.00
1047-281-33	1528 N BEVERLY CT, Ontario, CA 91762	120.00
1047-301-23	740 W LA DENEY DR, Ontario, CA 91762	153.00
1047-302-01	767 W LA DENEY DR, Ontario, CA 91762	120.00
1047-311-53	525 W SIXTH ST, Ontario, CA 91762	76,000.00
1047-331-04	120 W BONNIE BRAE CT, Ontario, CA 91762	306.00
1047-333-11	353 W BONNIE BRAE CT, Ontario, CA 91762	340.00
1047-393-12	1424 N HOPE AV, Ontario, CA 91764	153.00
1047-411-20	1015 E FIFTH ST, Ontario, CA 91764	153.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	153.00
1047-424-41	1034 E SIXTH ST, Unit:901, Ontario, CA 91764	153.00
1047-424-43	1034 E SIXTH ST, Unit:903, Ontario, CA 91764	153.00
1047-424-58	1034 E SIXTH ST, Unit:1201, Ontario, CA 91764	153.00
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	2,216.20
1047-432-20	1407 N VIRGINIA AV, Ontario, CA 91764	306.00
1047-433-02	1406 N VIRGINIA AV, Ontario, CA 91764	369.93
1047-433-04	1416 N VIRGINIA AV, Ontario, CA 91764	153.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	691.12
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	612.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	2,561.24

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1047-462-17	1203 E FOURTH ST, Ontario, CA 91764	306.00
1047-462-18	1141 N GROVE AV, Building:1, Ontario, CA 91764	33,440.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	153.00
1047-473-29	1017 E FOURTH ST, Building:1, Unit:A, Ontario, CA 91764	79.12
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	2,130.20
1047-493-13	837 E YALE ST, Ontario, CA 91764	153.00
1047-502-22	715 E FOURTH ST, Ontario, CA 91764	408.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	321.84
1047-521-45	634 E FIFTH ST, Ontario, CA 91764	448.00
1047-521-62	565 E YALE ST, Ontario, CA 91764	4,972.50
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	1,492.00
1047-543-31	315 E FOURTH ST, Ontario, CA 91764	7,260.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	153.00
1048-011-27	720 W ROSEWOOD CT, Ontario, CA 91762	153.00
1048-012-05	739 W J ST, Ontario, CA 91762	431.00
1048-013-10	709 W BERKELEY CT, Ontario, CA 91762	153.00
1048-022-07	625 W ROSEWOOD CT, Ontario, CA 91762	840.00
1048-022-30	640 W J ST, Ontario, CA 91762	153.00
1048-041-04	407 W J ST, Ontario, CA 91762	1,224.00
1048-041-25	936 N VINE AV, Unit:1, Ontario, CA 91762	1,224.00
1048-052-06	1043 N EUCLID AV, Unit:A, Ontario, CA 91762	918.00
1048-052-14	132 W J ST, Ontario, CA 91762	344.00
1048-052-26	125 W FOURTH ST, Unit:1, Ontario, CA 91762	2,091.00
1048-061-16	125 E ROSEWOOD CT, Ontario, CA 91764	120.00
1048-061-28	117 E ROSEWOOD CT, Ontario, CA 91764	153.00
1048-062-10	222 E ROSEWOOD CT, Ontario, CA 91764	306.00
1048-101-12	1049 N BERLYN AV, Ontario, CA 91764	781.40
1048-102-21	709 E J ST, Ontario, CA 91764	153.00
1048-103-19	851 E J ST, Ontario, CA 91764	228.00
1048-111-16	753 E PLAZA SERENA ST, Ontario, CA 91764	153.00
1048-111-26	705 E PLAZA SERENA ST, Ontario, CA 91764	108.00
1048-112-03	814 E J ST, Ontario, CA 91764	153.00
1048-121-08	1069 E I ST, Ontario, CA 91764	153.00
1048-124-19	1046 E I ST, Ontario, CA 91764	153.00
1048-131-27	1027 N CUCAMONGA AV, Ontario, CA 91764	172.00
1048-132-08	952 E ROSEWOOD CT, Ontario, CA 91764	8,542.11
1048-133-08	952 E J ST, Ontario, CA 91764	170.00
1048-134-04	1068 E J ST, Ontario, CA 91764	153.00
1048-161-29	815 N ALAMEDA AV, Ontario, CA 91764	340.00
1048-172-22	801 N CUCAMONGA AV, Ontario, CA 91764	51.00
1048-202-06	712 E H ST, Ontario, CA 91764	290.60

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1048-211-20	859 E GRANADA CT, Ontario, CA 91764	187.00
1048-234-12	662 E EL MORADO CT, Ontario, CA 91764	306.00
1048-241-07	210 E H ST, Ontario, CA 91764	306.00
1048-261-44	423 W I ST, Ontario, CA 91762	459.00
1048-262-38	220 W H ST, Ontario, CA 91762	714.00
1048-271-44	744 N VINE AV, Ontario, CA 91762	102.00
1048-271-46	207 W H ST, Unit:102B, Ontario, CA 91762	10,302.00
1048-281-04	741 N VINE AV, Ontario, CA 91762	153.00
1048-282-15	740 N SAN ANTONIO AV, Ontario, CA 91762	153.00
1048-301-20	766 W GRANADA CT, Ontario, CA 91762	102.00
1048-305-10	756 N CYPRESS AV, Ontario, CA 91762	91.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	153.00
1048-332-14	506 W D ST, Unit:A, Ontario, CA 91762	765.00
1048-332-25	404 N BEVERLY SQ, Ontario, CA 91762	153.00
1048-343-02	419 W E ST, Ontario, CA 91762	2,957.00
1048-343-10	412 W D ST, Ontario, CA 91762	153.00
1048-346-14	326 W F ST, Ontario, CA 91762	120.00
1048-365-01	204 E F ST, Ontario, CA 91764	102.00
1048-366-12	203 E F ST, Ontario, CA 91764	408.00
1048-371-06	328 E G ST, Ontario, CA 91764	153.00
1048-372-04	318 E F ST, Unit:2, Ontario, CA 91764	459.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	153.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	306.00
1048-372-13	309 E E ST, Ontario, CA 91764	306.00
1048-373-13	416 N PLUM AV, Ontario, CA 91764	306.00
1048-374-05	422 E E ST, Ontario, CA 91764	153.00
1048-374-06	428 E E ST, Ontario, CA 91764	765.00
1048-383-15	617 N CAMPUS AV, Ontario, CA 91764	760.00
1048-383-16	611 N CAMPUS AV, Ontario, CA 91764	760.00
1048-392-06	635 E E ST, Ontario, CA 91764	211.00
1048-392-14	647 E E ST, Building:1, Unit:101, Ontario, CA 91764	372.80
1048-393-02	516 E E ST, Ontario, CA 91764	840.00
1048-401-02	757 E E ST, Ontario, CA 91764	153.00
1048-402-24	711 E D ST, Ontario, CA 91764	459.00
1048-402-25	709 E D ST, Ontario, CA 91764	204.00
1048-411-16	760 E G ST, Ontario, CA 91764	420.00
1048-411-26	729 E F ST, Ontario, CA 91764	459.00
1048-421-15	922 E G ST, Ontario, CA 91764	120.00
1048-432-30	613 N HOLMES AV, Ontario, CA 91764	306.00
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	306.00
1048-451-14	417 N GROVE AV, Unit:A, Ontario, CA 91764	306.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1048-461-03	1082 E D ST, Ontario, CA 91761	153.00
1048-462-08	1115 E NOCTA ST, Unit:A, Ontario, CA 91761	459.00
1048-471-02	1092 E NOCTA ST, Ontario, CA 91761	612.00
1048-471-14	1117 E HOLT BL, Ontario, CA 91761	172.00
1048-472-07	140 N VIRGINIA AV, Ontario, CA 91761	153.00
1048-481-16	958 E NOCTA ST, Unit:A, Ontario, CA 91761	306.00
1048-481-21	1014 E NOCTA ST, Ontario, CA 91761	204.00
1048-491-16	1034 E D ST, Ontario, CA 91761	760.00
1048-492-04	920 E ELMA ST, Unit:A, Ontario, CA 91761	92.00
1048-492-10	950 E ELMA ST, Ontario, CA 91761	306.00
1048-504-08	840 E D ST, Ontario, CA 91761	153.00
1048-504-16	809 E ELMA ST, Ontario, CA 91761	306.00
1048-505-18	803 E NOCTA ST, Ontario, CA 91761	102.00
1048-505-19	312 N BERLYN AV, Ontario, CA 91761	102.00
1048-511-28	837 E WILLOW ST, Ontario, CA 91761	51.00
1048-511-29	829 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-30	823 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-31	817 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-32	811 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-33	807 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-34	803 E WILLOW ST, Ontario, CA 91761	153.00
1048-521-06	529 E SIERRA CT, Ontario, CA 91764	459.00
1048-521-10	509 E SIERRA CT, Ontario, CA 91764	153.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91761	306.00
1048-534-18	643 E NOCTA ST, Ontario, CA 91761	153.00
1048-534-19	222 N MIRAMONTE AV, Ontario, CA 91761	153.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	2,239.00
1048-565-11	112 W B ST, Ontario, CA 91762	340.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	2,645.39
1048-572-01	427 W C ST, Unit:A, Ontario, CA 91762	408.00
1048-573-04	121 N FERN AV, Unit:1, Ontario, CA 91762	663.00
1048-574-03	319 W B ST, Ontario, CA 91762	459.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,377.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	459.00
1048-581-08	601 W D ST, Unit:A, Ontario, CA 91762	816.00
1048-581-09	565 W D ST, Unit:1, Ontario, CA 91762	663.00
1048-581-53	628 W VESTA ST, Ontario, CA 91762	714.00
1048-581-74	535 W D ST, Unit:H, Ontario, CA 91762	153.00
1048-601-09	713 W D ST, Ontario, CA 91762	510.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	820.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	1,016.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	8,077.00
1049-101-10	756 E HOLT BL, Unit:A, Ontario, CA 91761	490.00
1049-101-34	767 E EMPORIA ST, Ontario, CA 91761	153.00
1049-111-01	316 S BON VIEW AV, Building:2, Ontario, CA 91761	172.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	172.00
1049-111-06	235 S CAMPUS AV, Unit:A, Ontario, CA 91761	172.00
1049-201-03	523 S CAMPUS AV, Ontario, CA 91761	306.00
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	2,425.00
1049-203-01	0 S TAYLOR AV, Ontario, CA 91761	243.40
1049-221-10	535 E NEVADA ST, Ontario, CA 91761	153.00
1049-231-05	520 E STATE ST, Ontario, CA 91761	12,512.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	153.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	459.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	4,432.00
1049-242-16	119 E SUNKIST ST, Ontario, CA 91761	153.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	2,196.80
1049-245-01	302 E STATE ST, Ontario, CA 91761	1,016.00
1049-245-04	318 E STATE ST, Ontario, CA 91761	185.80
1049-245-06	404 S CHERRY AV, Building:1, Ontario, CA 91761	760.00
1049-246-07	322 PARK ST E, Ontario, CA 91761	153.00
1049-247-07	428 S SULTANA AV, Unit:A, Ontario, CA 91761	306.00
1049-247-10	411 E PARK ST, Ontario, CA 91761	102.00
1049-255-10	311 E NEVADA ST, Ontario, CA 91761	153.00
1049-257-01	402 E SUNKIST ST, Ontario, CA 91761	490.00
1049-257-04	414 E SUNKIST ST, Ontario, CA 91761	102.00
1049-261-11	400 W NEVADA ST, Ontario, CA 91762	459.00
1049-271-10	416 W PARK ST, Ontario, CA 91762	120.00
1049-272-09	402 W SUNKIST ST, Ontario, CA 91762	228.00
1049-272-12	418 W SUNKIST ST, Ontario, CA 91762	102.00
1049-274-09	520 S PALM AV, Ontario, CA 91762	306.00
1049-283-21	540 W PARK ST, Ontario, CA 91762	153.00
1049-292-01	717 S SAN ANTONIO AV, Ontario, CA 91762	102.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	764.80
1049-312-16	754 W CARLTON ST, Ontario, CA 91762	1,695.50
1049-313-04	751 W CARLTON ST, Ontario, CA 91762	153.00
1049-313-21	718 W MAITLAND ST, Ontario, CA 91762	120.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	306.00
1049-365-11	910 S CALDWELL AV, Ontario, CA 91761	170.00
1049-366-09	901 S CALDWELL AV, Ontario, CA 91761	2,109.00
1049-367-11	902 S HOPE AV, Ontario, CA 91761	457.60
1049-367-15	920 S HOPE AV, Ontario, CA 91761	153.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	153.00
1049-374-03	921 S GREENWOOD AV, Ontario, CA 91761	306.00
1049-392-02	1024 S GROVE AV, Ontario, CA 91761	306.00
1049-392-04	1030 S GROVE AV, Ontario, CA 91761	172.00
1049-392-05	1044 S GROVE AV, Ontario, CA 91761	172.00
1049-392-06	1050 S GROVE AV, Ontario, CA 91761	172.00
1049-411-08	1365 S PARKSIDE PL, Ontario, CA 91761	3,071.81
1049-441-30	1138 S GREENWOOD AV, Ontario, CA 91761	30,000.00
1049-442-07	1107 S GREENWOOD AV, Ontario, CA 91761	51.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	11,660.05
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	306.00
1049-462-03	828 E WOODLAWN ST, Ontario, CA 91761	612.00
1049-494-01	1415 S SULTANA AV, Ontario, CA 91761	306.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	306.00
1049-502-22	611 E RALSTON ST, Unit:A, Ontario, CA 91761	306.00
1049-503-04	620 E RALSTON ST, Ontario, CA 91761	232.12
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	153.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	419.24
1049-503-15	1114 S CAMPUS AV, Unit:A, Ontario, CA 91761	306.00
1049-513-15	424 E MAITLAND ST, Unit:A, Ontario, CA 91761	306.00
1049-513-16	1012 S SULTANA AV, Ontario, CA 91761	306.00
1049-513-17	1016 S SULTANA AV, Ontario, CA 91761	306.00
1049-514-02	308 E RALSTON ST, Ontario, CA 91761	369.93
1049-514-16	428 E RALSTON ST, Unit:A, Ontario, CA 91761	306.00
1049-514-33	409 E BELMONT ST, Unit:A, Ontario, CA 91761	102.00
1049-521-09	218 E BELMONT ST, Ontario, CA 91761	102.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	306.00
1049-522-01	304 E BELMONT ST, Ontario, CA 91761	79.12
1049-531-44	237 E ACACIA ST, Ontario, CA 91761	51.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	153.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	306.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	306.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	306.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	612.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-11	401 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	153.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-21	309 W BELMONT ST, Unit:A, Ontario, CA 91762	204.00
1049-561-12	325 W MAITLAND ST, Ontario, CA 91762	153.00
1049-562-01	1129 S VINE AV, Ontario, CA 91762	46.00
1049-572-13	1120 S OAKLAND AV, Ontario, CA 91762	306.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	459.00
1049-573-28	562 W RALSTON ST, Unit:A, Ontario, CA 91762	92.00
1049-573-30	514 W RALSTON ST, Ontario, CA 91762	306.00
1049-574-01	561 W RALSTON ST, Ontario, CA 91762	306.00
1049-574-06	535 W RALSTON ST, Ontario, CA 91762	220.00
1049-581-02	1023 S CYPRESS AV, Unit:A, Ontario, CA 91762	306.00
1049-581-03	1019 S CYPRESS AV, Unit:A, Ontario, CA 91762	306.00
1049-581-17	1030 S SAN ANTONIO AV, Ontario, CA 91762	306.00
1049-581-23	744 W RALSTON ST, Unit:A, Ontario, CA 91762	612.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	612.00
1049-591-34	653 W BELMONT ST, Ontario, CA 91762	918.00
1049-592-13	533 W BELMONT ST, Unit:A, Ontario, CA 91762	102.00
1050-071-51	117 E DE ANZA CI, Ontario, CA 91761	4,760.00
1050-081-03	1437 S EUCLID AV, Ontario, CA 91761	420.00
1050-081-19	1431 S EUCLID AV, Ontario, CA 91761	108.00
1050-091-01	1563 S SULTANA AV, Ontario, CA 91761	46.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	153.00
1050-101-02	669 E ELM ST, Ontario, CA 91761	30,340.00
1050-102-04	631 E DE ANZA ST, Ontario, CA 91761	3,871.40
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	153.00
1050-251-27	317 E FRANCIS ST, Ontario, CA 91761	2,246.80
1050-284-01	1724 S EUCLID AV, Building:3, Ontario, CA 91762	220.00
1050-291-10	405 W MAPLE ST, Ontario, CA 91762	199.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	3,204.00
1050-331-24	1919 S CYPRESS AV, Ontario, CA 91762	153.00
1050-361-04	403 W FRANCIS ST, Ontario, CA 91762	153.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	153.00
1050-391-28	1951 S EUCLID AV, Unit:1, Ontario, CA 91761	3,570.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	107.00
1050-401-19	410 E FRANCIS ST, Ontario, CA 91761	120.00
1050-401-28	301 E GREVILLEA ST, Ontario, CA 91761	760.00
1050-521-02	2120 S CUCAMONGA AV, Ontario, CA 91761	170.00
1050-521-05	1061 E PHILADELPHIA ST, Ontario, CA 91761	220.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	153.00

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	153.00
1050-542-84	731 E BOXWOOD CT, Ontario, CA 91761	102.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	153.00
1050-544-02	850 E CEDAR ST, Unit:A, Ontario, CA 91761	612.00
1050-544-06	810 E CEDAR ST, Unit:A, Ontario, CA 91761	612.00
1050-551-20	634 E BOXWOOD CT, Ontario, CA 91761	153.00
1050-571-19	302 E SPRUCE ST, Ontario, CA 91761	102.00
1050-574-03	239 E SPRUCE ST, Ontario, CA 91761	232.12
1050-601-15	304 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1050-623-03	2020 S VINE AV, Ontario, CA 91762	108.00
1050-623-05	2032 S VINE AV, Ontario, CA 91762	153.00
1050-624-15	2115 S SAN ANTONIO AV, Ontario, CA 91762	1,931.50
1050-631-09	2004 S SAN ANTONIO AV, Ontario, CA 91762	51.00
1050-651-10	1459 S EUCLID AV, Unit:30, Ontario, CA 91761	153.00
1050-651-13	1459 S EUCLID AV, Unit:33, Ontario, CA 91761	153.00
1050-661-14	1459 S EUCLID AV, Unit:22, Ontario, CA 91761	311.24
1050-671-03	1180 E FRANCIS ST, Unit:E, Ontario, CA 91761	490.00
1051-011-50	2232 S HICKORY PL, Ontario, CA 91762	153.00
1051-041-03	527 W PHILADELPHIA ST, Ontario, CA 91762	783.60
1051-051-15	2215 S FERN AV, Unit:A, Ontario, CA 91762	2,142.00
1051-051-72	2252 S EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	1,235.61
1051-132-44	2320 S GREENWOOD PL, Unit:C, Ontario, CA 91761	153.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	153.00
1051-171-42	2404 S GROVE AV, Building:1, Ontario, CA 91761	1,321.00
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	2,002.04
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	153.00
1051-191-74	2432 S TAYLOR PL, Ontario, CA 91761	153.00
1051-211-02	2451 S EUCLID AV, Ontario, CA 91761	1,319.32
1051-221-15	131 W GEYER CT, Ontario, CA 91762	153.00
1051-271-06	2556 S EUCLID AV, Ontario, CA 91762	228.00
1051-271-30	320 W WALNUT ST, Unit:19, Ontario, CA 91762	107.00
1051-271-57	320 W WALNUT ST, Unit:33, Ontario, CA 91762	153.00
1051-271-60	320 W WALNUT ST, Unit:39, Ontario, CA 91762	153.00
1051-281-23	2528 S PLUM LN, Ontario, CA 91761	153.00
1051-311-53	2520 S GARFIELD PL, Ontario, CA 91761	153.00
1051-321-51	2532 S GROVE AV, Ontario, CA 91761	120.00
1051-321-62	2550 S GROVE AV, Building:1, Ontario, CA 91761	996.97
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	153.00
1051-431-40	214 W CORMORANT DR, Ontario, CA 91762	153.00
1051-431-61	2638 S EUCLID AV, Ontario, CA 91762	153.00
1051-511-06	340 W ST. ANDREWS ST, Ontario, CA 91762	2,245.80

City of Ontario
Community Improvement Department
2026/2027 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1051-561-56	1193 E DEERFIELD ST, Ontario, CA 91761	153.00
1051-612-26	343 E DORAL ST, Ontario, CA 91761	102.00
1051-621-57	2930 S VIA BELAMARIA, Ontario, CA 91762	153.00
1053-171-03	13908 S GROVE AV, Ontario, CA 91761	8,260.00
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	542.40
1073-371-70	4950 S STEED PL, Building:, Unit:, Ontario, CA 91762	108.00
1083-011-13	2550 S ARCHIBALD AV, Unit:A, Ontario, CA 91761	340.00
1083-011-15	2548 S ARCHIBALD AV, Ontario, CA 91761	228.00
1083-051-15	2602 E DUNES ST, Ontario, CA 91761	760.00
1083-121-36	2901 E DUNLIN WY, Ontario, CA 91761	153.00
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	153.00
1083-141-25	2527 S CARIBOU PL, Ontario, CA 91761	153.00
1083-142-05	3209 E CLEAR LAKE RD, Ontario, CA 91761	170.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	153.00
1083-171-07	3242 E CLEAR LAKE RD, Ontario, CA 91761	153.00
1083-171-20	3269 E SUMMER ISLAND CT, Ontario, CA 91761	153.00
1083-181-47	2837 E TAM O'SHANTER CT, Ontario, CA 91761	153.00
1083-271-01	12685 S TURNER AV, Ontario, CA 91761	306.00
1083-291-26	2858 S LAUREL TREE DR, Ontario, CA 91761	153.00
1083-301-02	2910 S LAUREL TREE DR, Ontario, CA 91761	2,312.40
1083-301-62	3348 E MORNINGWOOD CT, Ontario, CA 91761	153.00
1083-372-16	3631 E FOX GLEN LP, Ontario, CA 91761	153.00
1083-401-31	3546 E STRAWBERRY CREEK PL, Ontario, CA 91761	153.00
1083-402-30	3651 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	46.00
1083-402-54	3657 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	153.00
1083-411-17	3737 E SANTIAGO CREEK WY, Ontario, CA 91761	102.00
1083-442-13	3713 E OAK CREEK DR, Unit:H, Ontario, CA 91761	51.00
1083-442-61	3736 E OAK CREEK DR, Unit:D, Ontario, CA 91761	153.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	153.00
1083-452-28	2901 S SNOW CREEK LN, Ontario, CA 91761	153.00

604

887,320.97

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Fire Department

Prepared By: Kemi Makinde

Department:

Prepared By: Kemi Makinde

Staff Member Presenting: Mike Gerken, Fire
Chief

Reviewed By: Sagar Patel

Approved By:



Submitted To: Council/OHA

Approved: _____

Continued To: _____

Denied: _____

Item No: 7

SUBJECT: AUTHORIZE THE SOLE SOURCE PURCHASE OF THREE ZOLL CARDIAC MONITORS FOR FIRE DEPARTMENT SERVICE DELIVERY WITH ZOLL MEDICAL CORPORATION

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to authorize the purchase of three cardiac monitors, associated accessories from ZOLL Medical Corporation of Chelmsford, MA, for Ontario Fire Department expanded services in an amount not to exceed \$164,435.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The purchase of three cardiac monitors and associated accessories is \$164,435. ZOLL Medical Corporation has provided piggyback pricing using Co-Op Agreement #PS25850. The Fiscal Year 2026-27 Adopted Budget includes appropriations in the Fire Mutual Aid Fund for this purchase.

BACKGROUND & ANALYSIS: On October 1, 2026, the Ontario Fire Department with City Council approval will expand its service delivery model to include ground ambulance transportation. As part of this expanded service delivery, the City Council in December 2023 previously approved the purchase of three Type-1 ambulances and equipment to outfit them. With the expansion of service delivery, the Ontario Fire Department aims to maintain consistency on apparatus equipment. ZOLL cardiac monitors are critical for patient assessment, cardiac monitoring, and transmission of patient data to receiving hospitals and are standard across all Ontario Fire Department apparatus and the existing ZOLL ecosystem.

As a result, Staff recommends the approval of the purchase of three cardiac monitors from ZOLL Medical Corporation of Chelmsford, MA, (using Co-Op Agreement #PS25850 per OMC Section 2-6.29) in the amount of \$164,435 to support the Ontario Fire Department and maintain standardized equipment usage across the all Department fleet.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-148000 Version: 3

Ontario Fire Dept
Ontario Fire Department
Ontario, CA 91764

ZOLL Customer No: 265290

Maria Almazan
(909) 395-2118
malmazan@ontarioca.gov

Quote No: Q-148000
Version: 3

Issued Date: August 19, 2026
Expiration Date: September 30, 2026

Terms: Net due in 30 days

FOB: Destination
Freight: Free Freight

Prepared by: Christopher Muegge
EMS Territory Manager
christopher.muegge@zoll.com
(435) 922-6630

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-57475	601-2231112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	3	\$60,629.41	\$46,463.66	\$139,390.98
2	CH-57475	8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes - 1 pair	3	\$119.48	\$87.00	\$261.00

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Ontario Fire Dept

Quote No: Q-148000 Version: 3

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	CH-19953	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	3	\$1,061.93	\$775.21	\$2,325.63
4	CH-57475	8000-000393-01	X Series Carry Case, Premium	3	\$470.20	\$423.18	\$1,269.54
5		8400-110041	CaseReview Subscription, X Series / Zenix, 1 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	3	\$651.00	\$651.00	\$1,953.00
6		8778-89011-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 1 Year On-Site At Time of Sale Includes: Annual preventive maintenance, discount on parameter upgrades, SurePower battery replacement upon failure, and accidental damage (see below) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	3	\$2,450.00	\$2,205.00	\$6,615.00

Subtotal: \$151,815.15

Estimated Tax: \$12,619.56

Total: \$164,434.71

Contract Reference	Description
CH-19953	Reflects Service Contract Worry Free X Series Modifier 2023 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Worry Free X Series Modifier 2023 shall apply to the customer's purchase of the products set forth on this quote.
CH-57475	Reflects National Purchasing Partners (NPP) contract PS25850 Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in the NPP contract PS25850 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.

2. This Quote expires on September 30, 2026. Pricing is subject to change after this date.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Ontario Fire Dept

Quote No: Q-148000 Version: 3

3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Ontario Fire Dept

Authorized Signature:

Name: _____

Title: _____

Date: _____



Ontario Fire Dept
Quote No: Q-148000 Version: 3

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/software-legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Museum
Prepared By: Marissa Kuchek
Staff Member Presenting: Helen McAlary,
Executive Director Community Life and Culture
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 8

**SUBJECT: GOODS & EQUIPMENT AGREEMENT WITH CLIFF GARTEN AND ASSOCIATES, INC.
FOR THE CITY SERVICES PERMANENT PUBLIC ART**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Goods & Equipment Agreement with Cliff Garten and Associates, Inc. of Venice, California for the site-specific permanent public art located at the City Services Building for a total not-to-exceed agreement amount of \$206,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Invest in the Growth and Evolution of the City's Economy

Operate in a Businesslike Manner

Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The recommended Goods & Equipment Agreement with Cliff Garten and Associates, Inc. is a total not-to-exceed agreement amount of \$206,000. The Fiscal 2026-27 Adopted Budget includes appropriations in the Public Art Fund for the City Services Building Public Art Project.

BACKGROUND & ANALYSIS: The City is constructing a new City Services Building at 311 N Sultana Avenue in downtown Ontario. The project will include the installation of permanent public art in the exterior plaza of the new civic facility. It will be prominently displayed and is intended to enhance the public experience of the Civic Center Campus. Building construction is underway, with completion anticipated in Fall 2027.

On July 3, 2025, the City issued a Call for Artist Qualifications for the permanent public art project through public art websites, social media, and official City communication channels. The call closed on August 7, 2025, with 33 submissions received.

An Artist Selection Panel reviewed and scored the submissions based on past work, artistic merit, experience with large-scale site-specific projects, and ability to complete projects successfully. The panel consisted of two Public Art Advisory Commissioners, an arts professional, a City Staff member, and an Ontario resident. Based on the evaluation, the panel selected the three highest-ranked artists or artist teams to advance to the presentation phase.

On October 30, 2025, the three finalists presented their work and concepts to the Artist Selection Panel. After reviewing the three presentations, the Artist Selection Panel unanimously selected artist Cliff Garten, who received the highest overall score.

The City entered into a Professional Services Agreement with Cliff Garten on April 4, 2026, to develop the artwork design concept. As part of the design process, the artist met with the construction project team and City Staff and toured the project site and the surrounding downtown area to better understand the site's context and relationship to the new building.

Community input was also incorporated into the design process. On June 17, 2026, Museum, Arts & Culture Staff and Cliff Garten held two bilingual community workshops at Ontario Senior Center and Ovitt Family Community Library. The artist presented his creative process, previous work, and preliminary design concept, and received feedback from community members, Public Art Advisory Commissioners, and City Staff. The feedback helped inform the final artwork design.

Following the community workshops, the artist, Museum, Arts & Culture Staff, and the construction project team continued to refine the design and materials and coordinate the artwork's integration into the building site.

On August 6, 2026, the City's Public Art Advisory Commission received a presentation on the final artwork design for public art. The motion carried, 4-0, with all Commissioners present voting in favor and one Commissioner absent to approve the final artwork design, and to recommend that the City Council approve the Goods & Equipment Agreement for fabrication, installation, and related activities.

Based on the artist's successful completion of the City's selection and design approval process, Staff recommends entering into the Goods & Equipment Agreement with Cliff Garten and Associates, Inc. Installation will be coordinated with the construction schedule for the City Services Building and is anticipated to be completed in fall 2027.



PAUL S. LEON
MAYOR

SHEILA MAUTZ
CITY CLERK

DEBRA PORADA
MAYOR PRO TEM

JAMES R. MILHISER
TREASURER

ALAN D. WAPNER
JIM W. BOWMAN
DAISY MACIAS
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO GOODS & EQUIPMENT AGREEMENT FOR PUBLIC ART

This Fabrication, Delivery, & Installation Support Agreement (“Agreement”) is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 E. “B” Street, Ontario, California 91764-4196, County of San Bernardino, State of California (“City”), and Cliff Garten and Associates Inc., a Corporation with its principal place of business at 1315 Preston Way Venice, California 90291 (“Artist”). City and Artist are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Fabrication” means all work necessary to complete the process of producing, constructing, and assembling the public artwork, including all labor, materials, equipment, and technical processes necessary to transform the approved design into a completed, physical work of art. Fabrication includes, but is not limited to, sourcing and procurement of materials; engineering (if required); structural and safety compliance; shop drawings and mock-ups; welding, casting, carving, printing, or other construction methods; surface preparation and finishing; quality control; and coordination with any subcontractors.

B. “Goods” means all machinery, equipment, supplies, items, parts, materials, labor or other services provided by Artist as specified in Exhibit “A” (“Scope of Work”) attached hereto and incorporated herein by reference. Goods expressly exclude installation labor, rigging, anchorage, field welding, and other public works installation activities performed by City’s Contractor/Installer.

C. “Delivery Date(s)” means the mutually coordinated date(s) upon which the completed Artwork is delivered to the project site after City approval at the Foundry, payment of the Third Progress Milestone, and City issuance of the Delivery Notice and Site Ready Confirmation under Section 4.6.

D. "Public art" / "Artwork" means the permanent, site-specific artwork for the City Services Building Public Art Project depicted in Exhibit "B" ("Final Artwork Design"), attached hereto and incorporated herein by reference.

E. "Contractor/Installer" means City's separately retained public works contractor that will receive the Artwork from Artist at delivery and perform all rigging, lifting, installation, anchorage, and related installation work in coordination with Artist.

F. "Foundry" means Metal Arts Foundry, located at 790 E State Rd, Lehi UT 84043.

Section 2. RECITALS.

A. City requires the professional services of an artist experienced in public art to fabricate and deliver permanent, site-specific artwork for the City Services Building Public Art Project, a component of the Civic Center Expansion – City Services Building, Capital Improvement Program (CIP) Project, located at 311 N. Sultana Avenue, Ontario, California 91764-4196, which artwork will be installed by a City-retained public-works contractor.

B. Artists represent that they are qualified and experienced in the fabrication, storage, transportation, and delivery of large-scale public artworks.

C. City will separately procure and contract for installation of the Artwork under a public works construction contract. This Agreement is limited to fabrication, storage, transportation, delivery, installation observation/advisory consultation, and coordination with the City and Contractor/Installer as expressly described herein. Artist shall have no responsibility under this Agreement for installation labor, supervision, means and methods, rigging, anchorage, field welding, finish protection during installation, or post-installation inspection. Artist shall not perform any work constituting "public works" as defined in California Labor Code section 1720 under this Agreement. The Parties acknowledge that fabrication and delivery of the Artwork are distinct from and independent of installation work performed under the City's separate public works construction contract.

D. Artist submitted a proposal for fabrication and delivery of the Artwork and has affirmed its willingness and ability to perform the Services described herein.

E. For purposes of this Agreement, "Design Agreement" means the "Professional Services Agreement for Design of Public Artwork," dated April 6, 2026. For clarity, the Artist under this Agreement is the same artist selected under the Design Agreement and may be referred to by the City as the "Artist."

F. For purposes of this Agreement, (a) "Artwork" means the permanent, site-specific artwork for the City Services Building Public Art Project, the "final design" of which was approved by the Public Art Advisory Commission on August 6, 2026 (the "Final Artwork Design").

Section 3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Artist promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fabricate and deliver the Artwork ("Services"). Services shall include but are not limited to, Artwork fabrication, storage as provided in Section 4.4, transportation, delivery, preparation of the Maintenance & Conservation Plan, documentation, progress reporting, installation observation/advisory consultation, and coordination with City and City's Contractor/Installer. Services expressly exclude off-loading, rigging, lifting, assembly, installation, and all field construction activities, which will be performed by City's Contractor/Installer under the City's separate installation contract. "Construction Documents" means the engineering, shop/fabrication drawings, specifications, and installation/anchorage details prepared and submitted by Artist following the Notice to Proceed.

The Services are more particularly described in Exhibit A. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2026 to February 29, 2028, unless earlier terminated as provided herein. Artist shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation. Artist shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" ("Payment Schedule") attached hereto and incorporated herein by reference. The total compensation shall not exceed **two hundred and six thousand dollars (\$206,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Payments.

A. Terms of payment are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Artist has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of the artwork.

B. If Progress Milestones have been specified in Exhibit "A," then payments for the Fabrication will be made as the requirements of such Progress Milestones are met. Progress payments for the Fabrication will be made by City upon proper application by Artist during the progress of the Fabrication and according to the terms of payment as specified in Exhibit C. Artist's progress billing

invoice will include progress payments due for the original scope of work and changes. Each “Item for Payment” shown in Exhibit C and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit “A” or a change order, must have subcontractor and/or artist invoices attached to Artist’s invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Fabrication not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Artist to make payments properly to its subcontractors or for material or labor, the failure of Artist to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Artists failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Artists expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

3.3.1 Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit C and in the amount associated with the Progress Milestone;

3.3.2 Written acceptance of the Fabrication by City;

3.3.3 Delivery of all drawings and specifications, as required by City;

3.3.4 Delivery of executed full releases of any and all liens arising out of this Agreement; and

3.3.5 Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Artist may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Automated Clearing House (“ACH”) payments. It is the City’s policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Artist shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Artist in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Artist is not entitled: (1) Artist shall immediately notify the City and the financial institution; (2) Artist shall not withdraw any of the funds which were erroneously deposited or to which Artist is not entitled; and (3) Artist authorizes both the City and financial institution to take all actions

necessary to correct the error and return to the City all funds erroneously deposited or to which Artist is not entitled.

Section 4. FABRICATION, STORAGE, AND DELIVERY.

4.1 Final Artwork Design. Final Artwork Design shall have the meaning set forth in Section 2.F. Artist must fabricate the Artwork in substantial conformity with the Final Artwork Design approved by the Public Art Advisory Commission on August 6, 2026, and in accordance with the engineering and specifications in the Construction Documents as accepted by the City at a future date.

4.2 Any modifications to the Artwork, including but not limited to the approved aesthetics, scale, safety, maintenance characteristics, and equal-or-better product substitutions require prior written approval. In no event may a modification increase the total NTE. If a modification results in a change to the approved Final Artwork Design the Artist will supply an updated Final Artwork Design within thirty (30) days of approval of the modification.

4.2.1 Artist will submit to City staff a report when Artist has completed fifty percent (50%) of the Artwork fabrication, which report shall include (i) a description of the work completed to date and (ii) no fewer than twenty (20) digital images (from various vantage points and angles) documenting the fabrication progress (the "Progress Report"). Within ten (10) days after receipt of the Progress Report, City staff will review the submittal and issue either (a) a written approval confirming the work completed substantially conforms to the approved Final Artwork Design and Construction Documents, or (b) written comments identifying variances or deficiencies to be corrected. Artist shall promptly address any such comments and, if requested, submit an updated Progress Report.

4.2.2 Fabrication Completion Report and Foundry Approval. When fabrication of the Artwork is 100% complete, Artist shall submit a Fabrication Completion Report including (i) a brief description of completed fabrication, (ii) no fewer than twenty (20) digital images showing the completed Artwork from multiple viewpoints, and (iii) identification of City-approved modifications or product substitutions. City shall inspect the completed Artwork at the Foundry and either approve it in writing or identify items to be corrected. Artist shall promptly address any such items. City's written Foundry approval shall constitute acceptance of the Artwork's conformity with the approved Final Artwork Design and Construction Documents and all conditions reasonably observable at that inspection. Following Foundry approval and payment of the Third Progress Milestone, City shall authorize release of the Artwork for delivery in accordance with Section 4.6.

4.2.2a Artist will coordinate with City's Contractor/Installer regarding the anticipated installation date, pedestal/footing interface, and bolting template after engineering of the Artwork footing/pedestal is complete. Artist and Contractor/Installer will coordinate use of matching templates so the Artwork can be lifted directly from the delivery truck and bolted to the prepared pedestal by Contractor/Installer. Artist shall be responsible for engineering of the Artwork itself and its connection requirements. City shall

be responsible for engineering, design, construction, and adequacy of the footing/pedestal and other site improvements. Artist's coordination regarding the Artwork-to-pedestal interface shall not constitute engineering or design of the footing/pedestal.

4.3 Safety & Compliance. Artist will fabricate the Artwork to prioritize public safety and will comply with all applicable laws, regulations, and standards, including federal, state, and local laws, as well as regulations of public agencies overseeing the site or artwork.

4.4 Storage. If Artist completes fabrication before the mutually coordinated delivery date, Artist will store the Artwork using appropriate professional standards and will remain responsible for the Artwork, including risk of loss or damage, while it remains in Artist's custody. City shall use reasonable efforts to adhere to the mutually agreed project schedule. Reasonable, documented additional storage, handling, transportation, or other direct costs resulting from delay caused solely by the City, beyond the agreed delivery schedule shall be reimbursable to Artist as provided in Sections 4.6 and 23.

4.5 Transportation & Handling. Artist will prepare and transport the Artwork using customary professional standards appropriate to a fine work of art. Artist remains responsible for the Artwork during transportation and until City accepts delivery under Section 4.7 while the Artwork remains on Artist's delivery vehicle. Upon City's written acceptance of delivery, custody and risk of loss transfer to City, and City's Contractor/Installer shall lift the Artwork directly from the delivery vehicle and install it on the prepared pedestal. Artist will coordinate with Contractor/Installer to facilitate this direct truck-to-pedestal installation.

4.6 Delivery. Delivery shall be coordinated with the City's construction schedule and shall occur only after (i) City has approved the completed Artwork at the Foundry under Section 4.2.2, (ii) Artist has received the Third Progress Milestone payment, and (iii) City provides at least thirty (30) days' written notice of the designated delivery date and location ("Delivery Notice") and written confirmation that the site, Contractor/Installer, crane, access, and required City representatives are ready to receive and install the Artwork ("Site Ready Confirmation"). Artist shall not ship the Artwork until receipt of the current Delivery Notice and Site Ready Confirmation.

Artist will provide a delivery plan and coordinate the arrival time with City and Contractor/Installer. Artist shall remain responsible for storage, protection, transportation, and risk of loss until City accepts delivery under Section 4.7. Artist shall not be responsible for delays caused by City's failure to provide timely Delivery Notice or Site Ready Confirmation, or by site conditions that prevent delivery. The delivery schedule shall be equitably adjusted for such delays.

Delivery shall be deemed complete when (i) the Artwork arrives at the project site on Artist's delivery vehicle, (ii) City completes the delivery inspection under Section 4.7 while the Artwork remains on the vehicle, and (iii) City confirms in writing that the Artwork has passed delivery inspection. Off-loading, rigging, lifting, assembly, anchorage, alignment, and installation are not part of Artist's delivery obligations and will be performed by City's Contractor/Installer.

For clarity, the delivery inspection under Section 4.7 does not constitute Final Acceptance as noted under Section 7.1, and the applicable warranty period only begins upon Final Acceptance. The delivery inspection under Section 4.7 is limited to determining whether transit

damage occurred after the City's Foundry approval or other errors with Artwork occurred that were not discoverable during the inspection at Foundry. It is not a second approval of the Artwork's design, fabrication, workmanship, or other conditions reasonably observable and accepted at the Foundry. Final Acceptance under Section 7.1 is a closeout milestone and does not delay transfer of custody or risk of loss under Section 4.8.

Site Ready Confirmation. City may revise the Delivery Notice due to construction schedule changes, site conditions, or safety requirements. Delivery Notice and Site Ready Confirmation shall be issued by the **Museum, Arts & Culture Director, Marissa Kuchek** or designee in coordination with the City's project manager. Artist shall reasonably accommodate such changes. Artist shall be responsible for costs caused by Artist's early shipment or failed delivery contrary to a current Delivery Notice or Site Ready Confirmation. Reasonable, documented additional storage, handling, transportation, standby, demurrage, or re-delivery costs directly resulting from delay caused solely by the City, or a revised Delivery Notice after Artist has reasonably mobilized shall be reimbursable to Artist upon written documentation provided to and reviewed by City.

4.7 Inspection. City's authorized representative shall inspect the Artwork for visible transit damage while the Artwork remains on Artist's delivery vehicle. Because City has previously inspected and approved the completed Artwork at the Foundry, the delivery inspection is limited to visible transit damage and completeness of shipped components. If no transit damage is identified, City shall promptly confirm acceptance of delivery in writing. If transit damage is identified, City shall document it with photographs and Artist shall repair the damage or provide a repair plan within ten (10) business days, or as otherwise agreed in writing. If City does not accept delivery because of documented transit damage, the Artwork shall remain in Artist's custody and shall not be unloaded by City's Contractor/Installer.

4.8 Risk of Loss & Damage. Artist bears risk of loss or damage to the Artwork, while the Artwork is in Artist's custody, including storage and transportation. Risk of loss transfers to City upon City's written acceptance of delivery under Section 4.7, before City or its Contractor/Installer begins unloading, rigging, lifting, handling, or installing the Artwork. Thereafter, Artist shall not be responsible for loss or damage arising from handling, rigging, lifting, installation, site conditions, maintenance, modification, or acts or omissions of City, Contractor/Installer, or other third parties, except to the extent directly caused by Artist's negligence, or a latent defect covered by the express one-year warranty in Section 10.

4.9 Costs. Costs of fabrication, ordinary storage through the mutually coordinated delivery date, transportation, and delivery are included in the compensation set forth in this Agreement. Additional direct costs resulting from City-directed delays or schedule changes are governed by Sections 4.6 and 23.

Section 5. MAINTENANCE & CONSERVATION PLAN

5.1 Artist shall prepare and deliver a comprehensive Maintenance and Conservation Plan (the "Plan") for the Artwork. This Plan should be sent in writing to the Museum, Arts & Culture Director, Marissa Kuchek or designee when fabrication is at one hundred percent (100%) completion. The Plan will include, but not be limited to, the following:

- Materials list and finishes (e.g., manufacturers, product data, color codes)
- Cleaning methods and frequencies, compatible products, and prohibited products
- Coating systems and finishes: preparation, application, cure, and touch-up procedures, as applicable to the Artwork's painted finish
- Inspection intervals and conditions to observe (e.g., corrosion, coating failure, fastener integrity)
- Identification of critical joints, connections, welds, or other areas requiring routine inspection and recommended maintenance tasks associated with those areas
- Touch-up kit inventory (products, color codes, quantities, shelf life) and storage instructions
- Safety Data Sheets (SDS) for coatings and chemicals used
- Contact information for key suppliers/fabricators for future reference
- An estimated annual maintenance cost for the Artwork

The Plan shall be provided in written format and may include diagrams, product specifications, or other supporting documentation as needed. Artist acknowledges that if the City performs maintenance in accordance with the Plan, such maintenance shall be deemed proper and shall not void any applicable warranties related to fabrication or materials under this Agreement. Artist shall deliver the Plan prior to Final Acceptance.

Section 6. COORDINATION WITH CITY; INSTALLATION BY SEPARATE CITY CONTRACT.

6.1 Installation. Artist acknowledges City will engage a licensed construction contractor (the "Installer") under a public works contract to perform all Artwork installation labor, rigging, anchorage, traffic control, and secure any required permits/inspections.

6.2 No Installation Responsibility. Artist shall have no responsibility under this Agreement for installation labor, means and methods, anchorage verification, field welding, finish protection during installation, or post-installation inspection. Any such services, if required, shall be addressed exclusively through the City's separate Public Works installation contract.

6.3 Inspection. City, through its Public Works Department or its designated representative, may participate in delivery inspection as described in Section 4.7.

6.4 Installation Observation/Advisory Consultation; No Control of Means/Methods. Artist shall be present during installation solely to provide installation observation/advisory consultation regarding artistic intent, orientation, assembly requirements, and artwork-specific handling considerations. Artist shall not supervise, direct, control, or assume responsibility for

Contractor/Installer's means and methods, techniques, sequences, procedures, safety precautions, personnel, equipment, rigging, lifting, or installation labor. Artist's observations, comments, or recommendations shall not relieve Contractor/Installer of responsibility for proper execution of its work and shall not constitute direction or acceptance of Contractor/Installer's work.

6.5 Site Access & Safety. While present at the project site for delivery activities, Artist personnel shall comply with all applicable City site-safety requirements, including personal protective equipment (PPE), site access protocols, and traffic or pedestrian control measures in effect at the project site.

Section 7. FINAL ACCEPTANCE & CLOSEOUT.

7.1 Final Acceptance. "Final Acceptance" means City's written confirmation that Artist has completed the delivery and closeout obligations under this Agreement. City shall issue Final Acceptance promptly, and in no event later than ten (10) business days after all the following have occurred: (i) City's written acceptance of delivery under Section 4.7, (ii) completion of any transit-damage repairs for which Artist is responsible, and (iii) City's receipt of the closeout deliverables under Section 7.2, if applicable. Final Acceptance is not contingent upon installation of the Artwork by City's Contractor/Installer and does not delay transfer of custody or risk of loss under Section 4.8. Final Acceptance shall be issued by the Museum, Arts & Culture Director or designee.

7.2 Closeout. Artist shall furnish the following closeout deliverables no later than the date of delivery, unless otherwise agreed in writing: (a) all manufacturer warranties transferable to City, if applicable. City shall identify any deficiency in the closeout deliverables within ten (10) business days after receipt.

7.3 Errors and Omissions. City's review, inspection, or acceptance shall not relieve Artist from responsibility for errors, omissions, or nonconforming Work for which Artist is responsible under this Agreement. Artist's obligation to correct such Work shall be limited to the one (1) year warranty period following Final Acceptance, as set forth in Section 10. After expiration of the one-year warranty period, Artist shall have no further obligation to correct such Work, except in the case of fraud or willful concealment by Artist.

Section 8. MATERIALS AND WORKMANSHIP.

No substitution, modification, or change to the materials, Final Design, or Construction Documents will be made without City's written approval. Material installed in the Fabrication without the approval required by this Section 8 will be deemed to be defective material for purposes of Section 10. Where materials are referred to in Exhibit B as equal to any particular standard, City will decide the question of equality. When requested by City, Artist will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any material to be incorporated in the Fabrication. Material samples will be submitted at City's request.

Section 9. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Fabrication before Foundry approval. If

the Fabrication is found to be nonconforming with the approved Final Artwork Design or Construction Documents, City shall identify the nonconformity before issuing written Foundry approval under Section 4.2.2, and Artist shall correct it before release for delivery. City's written Foundry approval constitutes acceptance of conformity with the approved Final Artwork Design and Construction Documents and all conditions reasonably observable at that inspection, subject only to the one-year warranty for latent defects under Section 10.

Section 10. WARRANTY.

10.1 Artist warrants that the Artwork will be free from latent defects in design, engineering, materials, fabrication, and workmanship for a period of one (1) year from Final Acceptance. Manufacturer warranties extending beyond one year shall pass through to City to the extent transferable, but shall not extend Artist's own warranty period unless Artist expressly agrees in writing. Services provided by Artist shall be performed with the degree of care and skill stated in Section 15.2.

10.2 The Artwork shall meet the performance requirements and specifications in the approved Final Artwork Design and Construction Documents. City's written Foundry approval constitutes acceptance of conformity and of conditions reasonably observable at that inspection, subject to Artist's one-year warranty for latent defects.

10.3 During the one-year warranty period, upon written notice from City of a latent defect covered by Sections 10.1, 10.2, 10.5.1, or 10.6, Artist shall promptly investigate and, if Artist is responsible, repair or replace the defective portion of the Artwork as reasonably necessary, at Artist's own expense and without cost to the City.

10.3.1 Any nonconformity or defect reasonably observable during the Foundry inspection shall be identified and corrected before City's written Foundry approval and release of the Artwork for delivery.

10.3.2 Artist shall be responsible for repairing documented transit damage occurring before City's acceptance of delivery under Section 4.7.

10.3.3 If City requests repair or replacement during the warranty period, Artist shall be responsible for the reasonable cost of repairing or replacing the defective portion of the Artwork to the extent the defect results from Artist's design, fabrication, materials, or workmanship. Artist shall not be responsible for costs associated with removal, rigging, handling, installation, or reinstallation performed by City, its Contractor/Installer, or other third parties, except to the extent such costs result directly from Artist's negligence or willful misconduct.

10.4 Artist also warrants that the Artwork is free and clear of all liens and encumbrances whatsoever, that Artist has a good and marketable title to same, and that Artist owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Artwork. Artist agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

10.4.1 The remedies in this Section 10 are subject to the one-year warranty period and the limitations of liability in Section 19, except for claims arising from fraud or willful concealment by Artist. In the event of a breach by Artist of its obligations under this Section 10, City will not be limited to the remedies set forth in this Section 10 but will have all the rights and remedies permitted by applicable law.

10.5 Warranty of Title & Non-Infringement. Artists represent and warrants that it is the sole and absolute owner, or has obtained all ownership rights, of the Artwork created under this Agreement and has legal authority to grant all the rights set forth in this Agreement, including but not limited to, title and copyright. The Artwork will be free of liens, claims, security interests, and will not infringe any intellectual property right under applicable law.

10.5.1 Design & Fabrication Warranty. For the one-year warranty period stated in Section 10.6.1, Artist warrants that the Artwork, as designed and fabricated, will (1) be suitable and safe for its intended use; (2) meet customary industry standards for artwork fabrication of its type; (3) be free of latent defects in material, design, and workmanship; (4) comply with applicable laws, ordinances, regulations, and safety requirements; (5) conform to the approved fabrication drawings and specifications; and (6) be suitable for long-term outdoor exposure. Manufacturer warranties shall be assigned to City to the extent transferable.

10.6 Materials Warranty. For the one-year warranty period stated in Section 10.6.1, Artist warrants that materials incorporated into the Artwork are of good quality, free from latent defects, and suitable for their intended purpose, and that coatings and finishes conform to the approved fabrication specifications. Manufacturer warranties shall be assigned to City to the extent transferable.

10.6.1 Warranty Period; Correction of Latent Defects. City's written approval of the completed Artwork following inspection at the Foundry shall constitute acceptance of its conformity with the approved Final Artwork Design and Construction Documents and of all conditions reasonably observable at such inspection. Following such approval and payment of the Third Progress Milestone, City shall authorize release of the Artwork for delivery.

For one (1) year following Final Acceptance, Artist shall remain responsible for latent defects in materials, design, fabrication, or workmanship that existed at the time of Foundry acceptance but were not reasonably observable during inspection. If Artist fails to correct such defects within a reasonable time, City may make or procure the correction and Artist shall reimburse City's reasonable costs. This warranty is in addition to, and not in lieu of, any manufacturer's warranties delivered to City as referenced herein. Artist shall have no warranty obligation after expiration of this one-year period, except in the case of fraud or willful concealment. This warranty does not cover damage occurring after transfer of custody and risk of loss to City, including damage resulting from handling, rigging, installation, site conditions, maintenance, modification, or acts of third parties.

10.7 Services Warranty. Artist represents and warrants that each of its employees, subcontractors, or agents assigned to perform any Services under this Agreement will have the skills, training, background, and experience commensurate with his or her level of performance or responsibility, to perform in a competent and professional manner.

10.8 Maintenance Warranty. Artist represents and warrants that reasonable maintenance shall not exceed the procedures set forth in the approved Maintenance & Conservation Plan.

Section 11. WAIVER OF RIGHTS.

11.1 Waiver of Rights. The Artist and City acknowledge that the Artist may have certain rights under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. § 106A, et seq.) ("VARA"). The Artist acknowledges and understands that if fabrication is performed, the subsequent installation of the Artwork at the site may subject the Artwork to destruction, distortion, mutilation, or other modification due to its removal by the City or its officials, officers, employees, agents, or representatives.

11.2 The Artist and City acknowledge that the Artist may have certain rights under California Civil Code Section 987 ("California Art Preservation Act") which are not preempted by VARA. In consideration of the terms and conditions in this Agreement, the Artist waives any rights which the Artist or the Artist's heirs, beneficiaries, devisees, or personal representatives may have under the California Art Preservation Act to prevent the removal, destruction, distortion, mutilation, or other modification of the Artwork. The Artist further agrees to waive the rights under VARA to prevent the destruction, distortion, mutilation, or other modification of the Artwork.

11.3 Any contracts or written agreements between the Artist and his/her subcontractors or other Artists contributing to the Artwork shall include a waiver of the Artist's rights under this Agreement. The Artist's rights under this Agreement shall cease with the Artist's death and do not extend to the Artist's heirs, successors or assigns. In addition, in the event that any element of the Artwork constitutes a public hazard, the City has the right to remove the Artwork posing the public safety hazard. The City may also remove, relocate, and/or take other actions in accordance in the City's deaccession policy.

11.4 Where reasonably practicable, City shall give Artist advance written notice before intentional removal, relocation, destruction or material alteration, and an opportunity to document the work.

Section 12. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit C, attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Artwork furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 13. [RESERVED]

Section 14. TAXES.

14.1 Artist agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Artwork provided under this Agreement.

14.2 Artist will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Artist will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

14.3 All other taxes, however denominated or measured, imposed upon the price of the Artwork provided hereunder, will be the responsibility of Artist. In addition, all taxes assessed by any taxing jurisdiction based on Artist property used or consumed in the provision of the Artwork such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Artist.

14.4 Artist will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Artist hereunder.

14.5 The purchase of the artwork by the City for public display is exempt from sales tax under CA Tax Law Section 6365 and Section 6596. The City will issue an Exemption Certificate to the Artist after the Artist writes to and receives a letter outlining this exemption from the California Department of Tax and Fee Administration.

Section 15. INDEPENDENT CONTRACTOR.

15.1 Artist enters into this Agreement as an independent contractor and not as an employee of City. Artist shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Artist are employees, agents, contractors or subcontractors of the Artist and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Artist by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

15.2 Artist shall perform the Services with the degree of care and skill ordinarily exercised by reputable public art professionals practicing in metropolitan Southern California, using reasonable diligence and best professional judgment, and shall provide materials, finishes, and workmanship suitable for long-term outdoor high sun and intense wind exposure and compliant with applicable codes and standards.

Section 16. SUBCONTRACTS.

If the Artist elects to work with a subcontractor on any services, the Artist will ensure they are meeting the proper insurance requirements, as well as any other applicable requirements outlined in this Agreement. Except for the insurance requirements in Section 21, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the artwork, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Artist from its obligations to City, including, but not limited to Artist's insurance and indemnification obligations. No subcontract or order will bind City.

Section 17. OWNERSHIP OF ARTWORK, COPYRIGHT AND CONFIDENTIALITY.

17.1 Copyright and Reproduction. Registration of the copyright shall be the responsibility of the copyright holder under this Agreement. Subject to the rights granted herein, the Artist will retain all rights under the Copyright Act of 1976, 17 U.S.C. Sections 101 et seq., as amended from time to time, except that the Artist:

(A) Grants the City of Ontario a non-exclusive, irrevocable license to graphically re-produce the Artwork. No commercial reproduction will be made without written agreement from the Artist. Artist authorizes the City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for educational, public relations, arts promotional and other non-commercial purposes. For the purpose of this Agreement, the following are some, but not all, of those deemed to be permissible reproductions for the above cited purposes: reproductions used in City business, advertising, souvenirs, brochures and pamphlets pertaining to the City; reproductions in exhibition catalogues, books, slides, photographs, postcards, posters, calendars, art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art; slides and film strips; video; computer websites; as well as in media that shall exist in the future. The City may not re-license the Artwork nor make a full-scale exact duplicate of the Artwork nor alter Artwork by selecting portions without Contractor's consent. The Contractor has the right to have professional photographs taken of the work, for purposes of advertising the Contractor's work, entering competitions and awards, and for use in print media or any other digital media. When exercising this right, the Contractor will credit the City of Ontario as follows: "This artwork was originally commissioned by the City of Ontario, California and is part of the City's Public Art Collection."

17.2 On any and all such reproductions, City will place a copyright notice, naming the same person or persons listed as the copyright owners on the copyright registration with the U.S. Copyright Office, in the form and manner required to protect the copyrights in the Artwork under United States copyright law, provided that the Artist has registered a copyright in the Artwork with the U.S. Copyright Office; and

17.3 License Back to Artist (Self-Promotion). Without limiting the foregoing, City grants Artist a non-exclusive, royalty-free license to photograph and reproduce images of the Artwork solely for portfolio, educational, and non-commercial self-promotion, provided such use does not

suggest City endorsement.

17.4 The Artist may, at the Artist's option and sole expense, place a copyright notice on the Artwork in the form and manner required to protect copyrights in the Artwork under United States copyright law. If the copyright is registered with the U.S. Copyright Office, the Artist will provide the City with a copy of the application for registration, the registration number and the effective date of registration. The City has no obligation to sue or defend on behalf of the Artist to protect the Artist's interests.

Section 18. TITLE AND RISK OF LOSS.

Risk of loss and title shall remain with Artist while the Artwork remains in Artist's custody and during transportation. Risk of loss and title shall transfer to City upon City's written acceptance of delivery under Sections 4.7 and 4.8, before City or Contractor/Installer begins unloading, rigging, lifting, handling, or installation. Artist remains responsible for loss or damage directly caused by Artist or its subcontractors while performing Artist's obligations under this Agreement. Artist retains risk of loss for Artist-owned tools, equipment, and property that do not become part of the Artwork.

Section 19. INDEMNIFICATION.

19.1 Artist Indemnification. Artist shall defend, indemnify, and hold harmless City, its officials, officers, employees, and agents from third-party claims, damages, losses, liabilities, and reasonable attorneys' fees, but only to the extent caused by the negligent acts or omissions, willful misconduct, or breach of this Agreement by Artist or Artist's employees, agents, or subcontractors in the performance of this Agreement.

19.2 Installation and Transfer of Risk. Artist shall not be responsible for claims, damages, losses, or liabilities arising from handling, rigging, lifting, installation, removal, reinstallation, modification, or maintenance of the Artwork by City, Contractor/Installer, or other third parties after City has accepted delivery and risk of loss has transferred to City, except to the extent directly caused by a latent defect for which Artist is responsible under the express one-year warranty in Section 10.

19.3 Comparative Responsibility. Where a claim, loss, or damage results from the acts or omissions of more than one Party or entity, each Party shall be responsible only to the extent of its respective fault or responsibility.

19.4 Limitation of Damages. Neither Party shall be liable to the other for consequential, incidental, special, exemplary, or punitive damages arising out of this Agreement. Nothing in this Section limits Artist's obligation to correct latent defects for which Artist is responsible during the express one-year warranty period.

19.5 Artist's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers

Section 20. INSURANCE.

A. General. Artist shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$2,000,000 per occurrence /

\$4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$2,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence;

4. If Artist is also the manufacturer of any equipment included in the Artwork, Artist shall carry Product Liability and/or Errors and Omissions Insurance covering such equipment with limits of not less than \$1,000,000.

4.1 If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Artist shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status on commercial general liability and automobile liability insurance with the endorsements. Such policies shall contain a provision stating that Artist's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds

D. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

E. Evidence of Insurance. Artist shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Artist shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Freight. Artist shall ensure that third party shippers contracted by Artist have adequate insurance coverage for the shipped Artwork.

Section 21. LIENS.

A. Artist, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Artwork, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Artist, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Artist, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Artist will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Artist will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 22. TERMINATION OF AGREEMENT BY CITY.

A. Should Artist at any time refuse or fail to deliver the Artwork with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Artist's right to proceed with the delivery of the Artwork by written notice to Artist. In such event City may obtain the Artwork by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Artist. In such case Artist will not be entitled to receive any further payments until the Artwork is delivered. If City's cost of obtaining the Artwork, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Artist will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Artist's right to proceed with the delivery of any portion or all of the Artwork by written notice to Artist. Such termination will be

effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Artist, and will not affect the obligations and duties of Artist under the Agreement with respect to portions of the Artwork not terminated.

C. On receipt of notice under Section 22.A, and unless otherwise directed by the City, Artist will, with respect to the portion of the Fabrication terminated, do the following:

1. Immediately discontinue such portion of the Artwork and the placing of orders for materials, facilities, and supplies in connection with the Artwork,
2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and
3. Deliver only such portions of the Artwork which City deems necessary to preserve and protect those portions of the Artwork already in progress and to protect material, plant and equipment at the Artwork site or in transit to the Artwork site.

D. Upon termination pursuant to Section 22.A, Artist will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Artwork already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Artist upon delivery by Artist of the releases of liens and affidavit, pursuant to Section 3.3.C.

Section 23. FORCE MAJEURE.

A. Artist shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting Artwork described herein if such failure or delay is due to a Force Majeure Event.

B. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Artist and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, delivery, and/or performance, City shall have the option either to negotiate an amendment to the Project and/or schedule, or to exercise its right of cancellation as set forth in this Agreement. In the event the City elects to cancel this Agreement, Artist shall retain full ownership (including risk of loss) of the

Artwork and shall not be required to return any payments already provided by the City, in accordance with the payment schedule.

D. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays shall not entitle Artist to additional compensation; provided, however, that Artist shall be entitled to reimbursement of reasonable, documented additional storage, handling, transportation, or other direct costs incurred as a result of a delay in City's acceptance or scheduled delivery of the completed Artwork beyond the agreed delivery schedule. Notwithstanding the foregoing, City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

Section 24. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Ontario

303 East "B" Street

Ontario, CA 91764

Attn: Marissa Kuchek,

Director Museum, Arts & Culture

ARTIST:

Cliff Garten & Associates, Inc.

1315 Preston Way

Venice, CA 90291

Attn: Cliff Garten,

Creative Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Artist shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Artist from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

G. Time of Essence. In performing the services described in this Agreement, it is mutually agreed that time is of the essence. The Artist will begin work promptly following Agreement execution. The installation of the artwork will be completed in a reasonable amount of time after the fabrication, staging, and any necessary construction is complete.

H. City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project, if Artist or their contractor is unable to complete the work necessary for the Project.

I. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

J. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

K. No Third Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

O. City's Right to Employ Other Artist. City reserves its right to employ other Artist in connection with the Fabrication.

P. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Artwork specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE TO GOODS & EQUIPMENT FOR PUBLIC ART PURCHASE
AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND CLIFF GARTEN & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF ONTARIO

CLIFF GARTEN & ASSOCIATES, INC.

Approved By:

By: _____

Scott Ochoa
City Manager

Its: _____

Printed Name: _____

Approved as to Form:

By: _____

Best Best & Krieger LLP
City Attorney

Its: _____

Printed Name: _____

Attested By:

Assistant City Clerk

Exhibit A **Scope of Work**

The Artist will fabricate, deliver, and provide support to the installation of the site-integrated sculptural work of art for the City Services Building located at 311 N. Sultana Avenue in Ontario, California, with construction estimated to be completed by summer 2027.

1. ARTIST RESPONSIBILITIES

- a) Fabricate artwork in accordance with this Agreement and the approved Final Artwork Design attached as Exhibit B.
- b) Store artwork for a mutually agreed period in coordination with the City and in accordance with the Agreement until delivery (See Section 4.4)
- c) Deliver the artwork in accordance with the Agreement (See Section 4).
- d) Participate in project coordination meetings requested by the City. Meetings may be virtual or in person and will be scheduled in advance by mutual agreement.
- e) The Artist shall provide installation observation/advisory consultation regarding proper assembly, alignment, and artistic intent. Installation labor, supervision, and means and methods remain the responsibility of the City's Contractor/Installer, as stated in Section 6.2 of the Agreement.
- f) Submit the Maintenance and Conservation Plan required in the Agreement (See Section 5).
- g) Be available to participate in any unveiling or opening event activities to be scheduled. Artist will be compensated for time to attend unveiling. City will notify the Artist in writing at least thirty (30) days in advance.
- h) At the option of the Museum, Arts & Culture Director or her designee, meet with the general public or representatives of the media to discuss the design of the artwork on certain occasions.

2. REQUIRED DELIVERABLES

Artist shall submit the following deliverables in accordance with the Agreement:

- a. 50% Progress Report
- b. Fabrication Completion Report
- c. Delivery Plan
- d. Maintenance & Conservation Plan
- e. Closeout documents

3. CITY/ARTIST COORDINATION

The City shall provide written notice of project milestones affecting the Artist's performance, including delivery scheduling, and shall include the Artist in relevant project coordination meetings. The crucial meetings are 1. Coordination of engineering of pedestal /footing

with Contractor/Installer, 2. Coordination of use of template between Artist's fabricator and City's Contractor/Installer, and coordination of any lighting for sculpture by City.

Exhibit B

Final Artwork Design

The following documents are incorporated into the Agreement as Exhibit B and reflect the Approved Final Artwork Design by the Public Art Advisory Commission. The fabrication will be based on this Final Artwork Design.







CITY SERVICES

Exhibit C

Payment Schedule

First payment

First payment of \$102,500 will be paid 30 days after execution of the Agreement (at which time the City will issue the Notice to Proceed and the purchase order), after receiving the Artist's invoice.

Second payment

Second payment of \$41,000 will be paid after the City's acceptance of the Progress Report at fifty percent (50%) completion of the fabrication.

Third payment

Third payment of \$41,000 will be paid after fabrication is one hundred percent (100%) complete, City has inspected the completed Artwork at the Foundry, and City has approved the completed Artwork in writing as conforming to the approved Final Artwork Design and Construction Documents. Following Foundry approval, Artist shall invoice City for the Third Payment. Upon receipt of the Third Payment, and after City issues the Delivery Notice and Site Ready Confirmation and all coordination with City's Contractor/Installer is complete, Artist will release the Artwork for delivery to the site. Artist shall submit the Fabrication Completion Report, Maintenance & Conservation Plan, and Delivery Plan before the Third Payment.

Fourth payment

Fourth payment of \$20,500, payable only after all the following occur:

- Artist delivers the Artwork in accordance with Section 4; City inspects the Artwork for transit damage while it remains on Artist's delivery vehicle and provides written acceptance of delivery under Section 4.7; and Artist completes any required transit-damage repairs for which Artist is responsible.
- City receives the closeout deliverables required by Section 7.2 and provides written Final Acceptance. Final Acceptance shall not be unreasonably withheld or delayed and shall be issued no later than ten (10) business days after Artist has satisfied the requirements of Section 7.1

Fifth Payment

- **Fifth Payment of \$1,000** – payable only after artist attendance at unveiling

Exclusions.

The Artist is responsible for business license fees, travel and accommodation expenses, insurance, and applicable taxes.

Invoicing and Payment.

All invoices submitted to the City shall be sufficiently detailed to include related activities for review and approval by the City's Museum, Arts & Culture Director or her designee. Final invoice approval will be completed by the City's Museum, Arts & Culture Director or her designee.

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Police Department

Prepared By: Celeste Owens

Department:

Prepared By: Celeste Owens

Staff Member Presenting: Rudy Lopez, Chief of
Police

Approved By:



Submitted To: Council/OHA

Approved: _____

Continued To: _____

Denied: _____

Item No: 9

**SUBJECT: A GOODS AND SERVICES AGREEMENT WITH SENTRI PREMIER UNIFORMS, LLC
FOR POLICE UNIFORMS AND ALTERATION SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Senti Premier Uniforms, LLC, of Rancho Cucamonga, California, for the supply of professional police uniforms and alteration services for a total not-to-exceed \$476,932.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Maintain the Current High Level of Public Safety

Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2026-27 Adopted Budget includes appropriations in the General Fund for police uniforms and alterations. Appropriations for future fiscal years will be included in the respective fiscal year budgets for City Council consideration and approval.

BACKGROUND & ANALYSIS: The Ontario Police Department requires professional uniforms and related alteration services to ensure sworn and professional personnel are properly outfitted and able to maintain the Department established uniform standards. Uniforms are an essential component of a police department employee's professional appearance, identification, and readiness to perform public safety duties.

The Department previously utilized Pristine Uniforms, LLC ("Pristine") as its uniform provider for many years and was approved by the City Council as a sole source vendor on April 4, 2023. Pristine was recently liquidated and dissolved, and Senti Premier Uniforms, LLC ("Senti Premier") subsequently purchased Pristine's remaining assets and assumed operations at Pristine's existing location.

Senti Premier, of Rancho Cucamonga, California, specializes in providing uniforms and related services to public safety personnel. The company offers a full range of professional police uniform products, as well as in-house alteration and customization services. This includes the ability to

provide uniforms that meet Department specifications and make necessary alterations to ensure proper fit and appearance. The vendor's Rancho Cucamonga location is also conveniently located within the Inland Empire, allowing Department personnel to access services locally rather than relying on vendors located outside the region.

Staff recommends entering into a three-year agreement with the option to renew at two additional one-year terms with Sentri Premier to provide the Police Department with a reliable source for the purchase and alteration of uniforms as needed. The agreement will have a not-to-exceed amount of \$476,932 over the initial three-year term. Approval of the agreement will provide the Department with a consistent and accessible source for uniforms and related services, supporting continuity in uniform standards and ensuring all personnel have the necessary uniforms to perform their duties.



PAUL S. LEON
MAYOR

SHEILA MAUTZ
CITY CLERK

DEBRA PORADA
MAYOR PRO TEM

JAMES R. MILHISER
CITY TREASURER

ALAN D. WAPNER
JIM W. BOWMAN
DAISY MACIAS
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SENTRI PREMIER UNIFORMS, LLC

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Sentri Premier Uniforms, LLC**, a **Corporation** with its principal place of business at **11996 Jack Benny Dr Suite 101, Rancho Cucamonga, CA 91739** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **Police Uniforms and Alterations (As Needed)** ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and

incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **July 01, 2026 to June 30, 2029**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Seventy-Six Thousand Nine Hundred Thirty-Two Dollars and Zero Cents (\$476,932.00)** without written approval of **the City Council or City Manager, as applicable**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to

take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation.

Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants

that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **the City Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Byron Clark, Owner**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: "**intentionally deleted**" per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or

equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. **Intentionally Deleted**

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall

survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and If the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways,

scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

**Sentri Premier Uniforms, LLC
11996 Jack Benny Drive Suite 101
Rancho Cucamonga, CA 91739
Attn: Byron Clark, Owner**

City:

**City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Records Management**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

12.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

12.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

12.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

**SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND SENTRI PREMIER UNIFORMS, LLC**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

SENTRI PREMIER UNIFORMS, LLC

Approved By:

Scott Ochoa
City Manager

By: _____

Its: _____

Approved as to Form:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

Assistant City Clerk

**If Corporation, TWO SIGNATURES,
President OR Vice President AND
Secretary OR Treasurer REQUIRED**

EXHIBIT "A"

SCOPE OF SERVICES

Sentri Premier Uniforms, LLC. will provide the City of Ontario Police Department with police uniforms, accessories, and miscellaneous equipment, and alteration services, on an as-needed basis in accordance with the specifications, terms, and conditions of this Agreement.

The Ontario Police Department provides uniforms for both civilian and sworn employees, including but not limited to Police Officers, Community Services Officers, Forensic Specialists, Dispatchers, Cadets, Explorers, and Volunteers. Staff may be required to obtain uniforms and alteration services while on duty; however, staff must be able to return promptly to the City to meet the serviceability demands of the Police Department and citizens of Ontario. Therefore, the Vendor's place of business or retail outlet from which such purchase and alteration services are provided shall be located within a radius of ten (10) miles from the Ontario Police Department main station, located at 2500 S. Archibald Avenue, Ontario, CA 91761.

Vendor will provide the officers/ individuals with the requested uniforms and duty gear. The officers/ individuals shall get their allowance items directly from the retail store(s) located at Vendor's retail locations.

Vendor will stock retail locations with the requested items. Therefore, most items should be available for the officers, but if the request items are backordered (sizes, color, etc.) at the retail store, the Pricing Department will be notified to expedite the restocking of the items. Vendor will also offer alterations as needed per officer/individual directly at the retail store(s).

Vendor will invoice City on an individual basis with name and description of items. Vendor will include with each invoice a detailed progress report that indicates the amount of budget spent on each task.

EXHIBIT “B”

SCHEDULE OF SERVICES

**ALL SERVICES WILL BE PROVIDED ON AS NEEDED BASIS BASED ON PRICES LISTED
ON EXHIBIT C.**

EXHIBIT "C"
COMPENSATION

NTE \$476,932

City of Ontario Price List

Uniform Items	Qty	Unit Price	Line Total	Comment:
L/S Wool: Elbeco	1	\$106.99	\$106.99	
L/S Poly/Wool Distinction	1	\$89.99	\$89.99	
S/S Wool: Elbeco	1	\$91.99	\$91.99	
SS Poly/Wool Distinction	1	\$84.99	\$84.99	
L/S Performance Polo: 5.11 Navy	1	\$58.99	\$58.99	
S/S Performance Polo: 5.11 Navy	1	\$54.99	\$54.99	
L/S Class D: Elbeco Undervest (Distinction)	1	\$85.99	\$85.99	
S/S Class D: Elbeco Undervest (Distinction)	1	\$71.99	\$71.99	
Wool: Elbeco Pants	1	\$115.99	\$115.99	
Poly/Wool: Elbeco Distinction Pants	1	\$102.99	\$102.99	
Cargo: 5.11 TactLite Pro	1	\$71.99	\$71.99	
L/S Polo: Port Authority (K540LS)	1	\$19.99	\$19.99	
S/S Polo: Port Authority (K540LS)	1	\$15.00	\$15.00	
Name Plate	1	\$9.99	\$9.99	
Clip On Tie	1	\$6.99	\$6.99	
Tie Bar	1	\$7.50	\$7.50	

5.11 Double Duty Jacket	1	\$192.99	\$192.99
L/S Performance Polo: 5.11 Black	1	\$58.99	\$58.99
L/S Performance Polo: 5.11 Taan	1	\$58.99	\$58.99
S/S Performance Polo: 5.11 Black	1	\$54.99	\$54.99
S/S Performance Polo: 5.11 Tan	1	\$54.99	\$54.99
S/S Performance Polo: 5.11 Red	1	\$54.99	\$54.99
S/S Performance Polo: 5.11 Charcoal	1	\$54.99	\$54.99
5.11 Tactlite Pro Cargo Pant	1	\$71.99	\$71.99
L/S Shirt: 5.11 TactLite (Navy)	N/A	Unk	Unk Need Sku
L/S Shirt: 5.11 Stryke TDU (Navy)	N/A	Unk	Unk Need Sku
5.11 S/S Tactical Helios Polo	1	\$54.99	\$54.99
S/S Performance Polo: First Tactical	1	\$49.99	\$49.99
L/S Performance Polo: First Tactical	1	\$57.99	\$57.99
S/S Performance Shirt: First Tactical	1	\$56.99	\$56.99
L/S Performance Shirt: First Tactical	1	\$74.99	\$74.99
First Tactical V2 Pants	1	\$74.99	\$74.99
S/S Elbeco Undervest Shirt	1	\$51.99	\$51.99
S/S Elbeco Undervest Shirt	1	\$57.99	\$57.99

Alterations:

Sew on Patch	1	\$3.00	\$3.00
Sew Down Epaulet	1	\$10.00	\$10.00
Sew Down Pocket	1	\$8.00	\$8.00
Name Tape	1	\$10.00	\$10.00
Sew on Badge Tab	1	\$4.00	\$4.00

Zipper Installation	1	\$15.00	\$15.00
Add Mic Hole	1	\$12.00	\$12.00
Add Shirt Tail	1	\$10.00	\$10.00
Add Velcor on Pocket Flap	1	\$5.00	\$5.00
Add Velcro Hook	1	\$5.00	\$5.00
Add/Change Snaps	N/A	N/A	N/A
Taper Sides Per Garment	1	\$17.00	\$17.00
Taper Sleeves Per Garment	1	\$15.00	\$15.00
Button Removal	1	\$2.00	\$2.00
Patch Removal	1	\$3.00	\$3.00
Cut Shirt Tail/Square	1	\$15.00	\$15.00
Shorten Sleeves (Long Sleeves)	1	\$12.00	\$12.00
Shorten Sleeves (Short Sleeves)	1	\$12.00	\$12.00
Military Crease	1	\$15.00	\$15.00
Repair Hole in Rip	1	\$8.00	\$8.00
Hem	1	See Notes	See Notes Open Hem: \$17.00/Existing Hem: \$20.00
Adjust Seat In Trousers	1	\$20.00	\$20.00
Adjust Crotch In Trousers	1	\$18.00	\$18.00
Taper Leg	1	\$18.00	\$18.00
Military Crease	1	\$15.00	\$15.00
Waist In/Out/Lower Belt	1	\$18.00	\$18.00
Embroidery Logo	1	\$18.00	\$18.00 Also Depends on size of logo (may be higher)
Embroidery 1 line	1	\$10.00	\$10.00
Embroidery 2 lines	1	\$15.00	\$15.00

CITY OF ONTARIO

REQUEST FOR NON-COMPETITIVE PROCUREMENT PROCESS

Please provide a detailed justification on second page explaining the need and reason for the requested action and send to the Purchasing Division of the Financial Services Agency for approval

Date: Expiration: ☒ Contract ☐ One-time Purchase

Requesting Agency: Supplier:

Full and open competition should be the objective in public procurement, but it is only sometimes possible or practicable. In procuring goods and services, City staff may request that the offering determined to be of the best value to the City be available only from one supplier due to technological, specialized, or other unique characteristics.

Check all that apply for justification to proceed with a Non-Competitive Procurement Process.

Sole Source: only one vendor capable of providing an item or service

- ☐ The vendor is determined to be the only known source after soliciting many sources or after seeking competitive bids; competition is deemed inadequate.
- ☐ The goods can only be procured directly from the original manufacturer or sole representative of the item in the City's geographical region.
- ☐ The existence of limited rights in data, patent rights, copyrights, or secret processes for the goods.

Note: So long as there is more than one potential vendor available to satisfy a given need, this is an insufficient justification

- ☐ When in accordance with the City's standardization program, only specified makes and models of technical equipment and parts will satisfy the City's needs for additional units or replacement items, and only one source is available.

Single Source: there are multiple sources of supply, but for specific reasons, the item or service must be purchased from a specified vendor

☒ There is a reasonable basis for concluding the City's minimum needs can only be satisfied by unique supplies or services, and the vendor demonstrates a unique qualification due to:

- An innovative concept or a unique capability to provide the particular services proposed,
- Proven expertise or specialized knowledge in a field of few known experts,
- Previous experience providing like services to the City, resulting in an understanding of the City's immediate needs and practices, increasing the likelihood of greater efficiency and success.

☐ The use of a piece of equipment or commodity would require modifications to existing equipment, necessitate engineering re-design, or require voiding of a warranty.

☐ Goods may be deemed available only from the original source in the case of a follow-on contract for the continued development or production of a major system or highly specialized equipment, including major components thereof, when it is likely that award to any other source would result in:

- Substantial duplication of cost to the City that is not expected to be recovered through competition

☐ City property is released to a proven vendor who must dismantle equipment to assess repair needs, and it is not practical or feasible to obtain competitive pricing for repair.

☐ The item requires specialized training and/or expertise from staff members who will use it, and retraining would incur substantial time and/or money.

☐ Purchase of property for which it is determined there is no functional equivalent.

☐ When the City determines, with the advice of legal counsel, that seeking competition would not produce an advantage, competitive bidding requirements may be waived.

☐ **Cooperative/Piggybacking Contract:** Attach the cooperating Agency's Bid documents, contract, and pricing as a reference. In the written justification, enter the contract number.

☐ **Emergency:** There is an unusual and compelling urgency (emergency purchase) with potentially severe repercussions for the City, making a competitive purchase impractical.

CITY OF ONTARIO
REQUEST FOR NON-COMPETITIVE PROCUREMENT PROCESS

Additional Justification:

Please see attached

Purchasing Approval:

Signature:

Authorized By Agency/Dept. Head:

Lizceth Zazueta

Signature:





CITY OF ONTARIO MEMORANDUM

TO: Rudy Lopez, Chief of Police

FROM: Lizceth Zazueta, Police Administrative Director

DATE: August 19, 2026

SUBJECT: REQUEST FOR NON-COMPETITIVE PROCUREMENT -
SENTRI PREMIER UNIFORMS, LLC.

The Ontario Police Department is requesting approval to utilize a non-competitive procurement process to enter into a Goods and Services Agreement with Sentri Premier Uniforms, LLC ("Sentri Premier").

The Department previously utilized Pristine Uniforms, LLC ("Pristine") as its uniform provider for many years and was previously approved by the City Council as a sole source vendor on April 04, 2023. Pristine was recently liquidated and dissolved. Sentri Premier subsequently purchased Pristine's remaining assets and assumed operations at Pristine's existing location.

Sentri Premier has met with the Department and advised that it will honor all outstanding orders placed with Pristine that had not yet been received prior to the liquidation. However, because Pristine was liquidated and dissolved, the City could not utilize a Consent to Assignment Agreement to transfer the existing agreement to Sentri Premier. As a result, a new agreement with Sentri Premier is necessary to ensure continuity of uniform and alteration services and prevent a lapse in service.

Sentri Premier is uniquely positioned to continue providing the Department's uniform and alteration needs due to its acquisition of Pristine's location, existing familiarity with the Department's uniform requirements, and ability to maintain continuity with the processes and specifications previously established with Pristine. Utilizing Sentri Premier will minimize disruption to Department operations and avoid the operational impacts that could result from transitioning to an entirely new uniform provider.

For these reasons, the Department believes that a non-competitive procurement process is in the best interest of the City. Entering into a new agreement with Sentri Premier will allow the Police Department to maintain continuity of essential uniform and alteration services following the liquidation and dissolution of its existing vendor.

Thank you for your consideration.

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Utilities
Prepared By: Chris Bonadurer
Staff Member Presenting: Scott Burton, Utilities
General Manager
Reviewed By: Dennice Raygoza, Courtney
Jones, Michael Sigsbee
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 10

SUBJECT: AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH GRISWOLD INDUSTRIES, DBA CLA-VAL COMPANY, FOR ON-CALL MAINTENANCE SERVICES OF AUTOMATIC HYDRAULIC CONTROL VALVES

RECOMMENDATION: That the City Council authorize the City Manager, or designee, to execute Amendment No. 2 to the Maintenance Services Agreement with Griswold Industries, DBA Cla-Val Company, of Perris, California, for on-call maintenance services for the City's Cla-Val Hydraulic Control Valves in the amount of \$225,000 (\$75,000 for FY 2026-27, \$75,000 for FY 2027-28 and \$75,000 for FY 2028-29) for a revised new total not-to-exceed aggregate amount of \$374,999 and a term extension to June 30, 2029.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Operate in a Businesslike Manner

Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed Amendment No. 2 to the Maintenance Services Agreement with Cla-Val Company provides for on-call maintenance services for the City's Cla-Val hydraulic control valves, increases the agreement by \$225,000 (FY 2026-27 \$75,000, FY 2027-28 \$75,000, and FY2028-29 \$75,000) for a revised new total not-to-exceed amount of \$374,999 and extends the term of the agreement to June 30, 2029.

Under the existing Agreement and proposed Amendment, expenditures are as-needed and will be based on negotiated billing rates. The Fiscal Year 2026-27 Budget includes appropriations from the Water Operating Fund for these on-call maintenance services. If approved, additional appropriations will be included in future annual budgets presented to Council for approval. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City uses Cla-Val's automatic hydraulic control valves and

currently operates over 100 Cla-Val valves in its water system. These valves are essential to the operation of the City's groundwater wells, pumping stations, and pressure-reducing stations. They provide automatic pressure regulation, flow control, and protect critical water system equipment to ensure reliable system performance.

Many of these critical valves are large, complex assemblies that require specialized service and can only be rebuilt using genuine Cla-Val parts. In addition, any valve repaired under warranty must be serviced exclusively by Cla-Val factory service technicians to maintain warranty coverage. Due to the specialized nature of the equipment, proprietary parts and service requirements, and the City's extensive inventory of Cla-Val valves, transitioning to another vendor would result in increased maintenance costs, additional training and familiarization requirements, and potential operational risks. Staff recommends that these services be approved under a non-competitive authorization.

Proposed Amendment No. 2 extends the term of the Agreement for an additional three years. The original Agreement term was from September 3, 2024 to June 30, 2026, with a not-to-exceed amount of \$149,999. Approval of proposed Amendment No. 2 will to continue to provide the additional on-call maintenance services to the City's Cla-Val hydraulic control valves.

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

**AMENDMENT NO. 2
TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND CLA-VAL COMPANY**

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario (“City”) and **Griswold Industries, DBA Cla-Val Company**, a corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled “**Maintenance Services Agreement**” dated September 3, 2024 (“Agreement”).

2.2 Amendment Purpose. The City and Cla-Val Co. desire to amend the Agreement to extend the term of the agreement to June 30, 2029, and to increase the total compensation by **Two Hundred Twenty-Five Thousand Dollars (\$225,000) for a new total not to exceed amount of Three Hundred Seventy-Four Thousand Nine Hundred and Ninety-Nine Dollars (\$374,999)**. The Parties have therefore entered into Amendment No.1 dated August 20, 2025.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.11 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 Term and 3.2.1 Compensation of the Agreement are hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from July 1, 2024, to June 30, 2029, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Seventy-Four Thousand Nine Hundred and Ninety-Nine Dollars (\$374,999)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No.2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO MAINTENANCE SERVICE
AGREEMENT BETWEEN THE CITY OF ONTARIO
AND CLA VAL CO.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

CLA-VAL CO.

Approved By:

By: _____

Scott Ochoa
City Manager

Its: _____

Printed Name: _____

Approved as to Form:

By: _____

Best Best & Krieger LLP
City Attorney

Its: _____

Printed Name: _____

Attested By:

City Clerk

Exhibit "C"



2026-2027 City of Ontario

Cla-Val Service Department Labor Estimate

Valve	Standard Time (per hour)	Overtime (per hour)
1 1/4"-6"	\$215.00	\$322.50
8"-24"	\$375.00	\$562.50

Two Person crew determined by the following conditions:

- Confined Space
- 8" Valve or larger
- Traffic Related Conditions

After Hours and Emergency Rate is \$562.50 (per hour)

Other Fees	2026-2027
Travel Charges (per hour) Prevailing	\$250.00
All Parts	20% off List Price

Sincerely,

Jennifer Lucha
Jennifer Lucha
Service Department
Cla-Val Company
24100 Water Street
Perris, CA 92570
(951) 657-1718 x221
(949) 524-0667 Cell
(951) 657-8540 Fax

Home Office & Factory – 1701 Placentia Ave, Costa Mesa, CA 92627 - Phone 949-722-4800 - Fax 949-548-5441

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Utilities
Prepared By: Chris Bonadurer
Staff Member Presenting: Scott Burton, Utilities
General Manager
Reviewed By: Dennice Raygoza, Courtney
Jones, Michael Sigsbee
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 11

SUBJECT: AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH TESS ELECTRIC, INC., FOR ON-CALL MAINTENANCE OF ELECTRICAL SYSTEMS AT CITY WATER FACILITIES

RECOMMENDATION: That the City Council authorize the City Manager, or designee, to execute Amendment No. 3 to the Maintenance Services Agreement with Tess Electric, Inc., of Riverside, California, for on-call maintenance services of the City's water facilities electrical systems in the amount of \$100,000 (\$50,000 for FY 2026-27 and \$50,000 for FY 2027-28) for a revised new total not-to-exceed aggregate amount of \$248,500, and a term extension to June 30, 2028.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Operate in a Businesslike Manner

Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: Proposed Amendment No. 3 to the Maintenance Services Agreement with Tess Electric, Inc., provides for on-call maintenance of the City's water facilities electrical systems, increases the agreement amount by \$100,000 (\$50,000 for FY 2026-27 and \$50,000 for FY 2027-28) for a revised new total not-to-exceed amount of \$248,500 and extends the term to June 30, 2028.

Under the existing Agreement and proposed Amendment, expenditures are as-needed and will be based on negotiated billing rates. The Fiscal Year 2026-27 Budget includes appropriations from the Water Operating Fund for these on-call maintenance services. If approved, additional appropriations will be included in future annual budgets presented to Council for approval. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City owns and operates eighteen groundwater wells, seven pumping stations, twelve reservoirs, three treatment facilities, and seventeen pressure-reducing stations that produce, treat, store, and distribute drinking water throughout the community.

The continuous operation of these facilities depends on complex electrical infrastructure, including high-voltage electrical equipment, 600-horsepower motors, variable-frequency drives, motor control centers. These components power and regulate water production and distribution, protect critical equipment, and support remote monitoring and operation to maintain reliable water service.

The City utilizes Tess Electric, Inc., to maintain and repair the electrical infrastructure at its water facilities. Tess Electric, Inc. also designed and installed most of the electrical panels at the City's water facilities, providing extensive knowledge of the electrical systems and their configurations. This expertise enables the company to quickly diagnose issues, perform repairs efficiently, and minimize operational downtime. Due to the specialized nature of the electrical infrastructure, Tess Electric, Inc.'s familiarity with the City's systems, and the company's extensive knowledge of the electrical panels and equipment it designed and installed, transitioning to another vendor could result in increased maintenance costs, additional training and familiarization requirements, and potential operational risks. Staff recommends that these services be approved under a non-competitive authorization.

Proposed Amendment No. 3 extends the term of the Agreement for an additional two years. The original Agreement term was from October 11, 2023 to June 30, 2026, with a not-to-exceed amount of \$150,000. Approval of proposed Amendment No. 3 will continue to provide the additional on-call maintenance services of the City's water facilities electrical systems.



PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

**AMENDMENT NO. 3
TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND TESS ELECTRIC INC.**

1. Parties and Date.

This Amendment No. 3 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Tess Electric Inc. a corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "**Maintenance Services Agreement**" dated October 11, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to extend the term of the agreement to June 30, 2028, and to increase the total compensation by **One Hundred Thousand Dollars (\$100,000)** for a new total not-to-exceed amount of **Two Hundred and Forty-Eight Thousand Five Hundred Dollars (\$248,500)**. The Parties have therefore entered into Amendment No. 2 dated July 17, 2025, and Amendment No. 1 dated July 1, 2024.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.7.11 of the Agreement.

3. Terms.

3.1 Amendment. **Section 3.1.2 Term and 3.2.1 Compensation** of the Agreement are hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023, to June 30, 2028**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred and Forty-Eight Thousand Five Hundred Dollars (\$248,500)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No.3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.3.

3.4 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO MAINTENANCE SERVICE
AGREEMENT BETWEEN THE CITY OF ONTARIO
AND TESS ELECTRIC INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 as of the day and year first above written.

CITY OF ONTARIO

TESS ELECTRIC INC.

Approved By:

By: _____

Scott Ochoa
City Manager

Its: _____

Printed Name: _____

Approved as to Form:

By: _____

Best Best & Krieger LLP
City Attorney

Its: _____

Printed Name: _____

Attested By:

City Clerk

Exhibit "C"

Tess Electric Inc.

12142 Severn Way, Riverside CA 92803
Phone (951) 427-1735
Lic. 1057586

March 18, 2026

To: City of Ontario
Attn: Jesse Sanchez

Hourly Service Rates

Tess Electric is pleased to offer our electrical services. Our hourly rates are as follows: Monday through Friday, 7am to 3pm are \$200.00/Hr. with 4hr. minimum per electrician needed. After 3:30pm our rates increase to \$300.00/hr. 4 hr. min. (unless it is already onsite) after 5:30pm our rates are 400.00/hr. Service call rates are for labor and tools only (unless specialty tools are needed, then a tool fee shall be applied). Any materials if needed will be added to the final invoice.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, and other necessary insurance. Our workers are fully covered by workers' compensation insurance.

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION: **CONSENT CALENDAR**

Department: Utilities
Prepared By: Jonathan Yang
Staff Member Presenting: Scott Burton, Utilities
General Manager
Reviewed By: Dennice Raygoza, Courtney
Jones, Michael Sigsbee
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 12

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC., FOR THE LAUREL SEWER MAIN IMPROVEMENTS, NOCTA STREET SEWER MAIN IMPROVEMENTS, AND NOCTA STREET PRIVATE SEWER LATERAL IMPROVEMENTS

RECOMMENDATION: That the City Council authorize the City Manager or his designee, to execute Amendment No. 12 to the Professional Services Agreement with Kleinfelder, Inc., of San Diego, California, to provide geotechnical and material testing services for the Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements in the amount of \$81,756 for a new total revised not-to-exceed amount of \$3,360,674 and term of March 7, 2023 to February 7, 2028.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Invest in the Growth and Evolution of the City's Economy

Operate in a Businesslike Manner

Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: Proposed Amendment No. 12 to the Professional Services Agreement with Kleinfelder, Inc., (Kleinfelder) for geotechnical and material testing services for the Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements increases the agreement by \$81,756, for a new total revised not-to-exceed amount of \$3,360,674.

If approved, additional appropriations will be included in the Sewer Capital Fund at a future quarterly budget update to the City Council for approval as needed. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: On March 4, 2025, City Council approved a Construction Contract with Ramona, Inc., Professional Services Agreements with AKM Consulting Engineering, Inc., and Ardurra Group, Inc., for various construction support services and Kleinfelder for geotechnical and material testing services for the Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements Project (Project), OMUC Contract Nos. UT1067, 1070, and 1077.

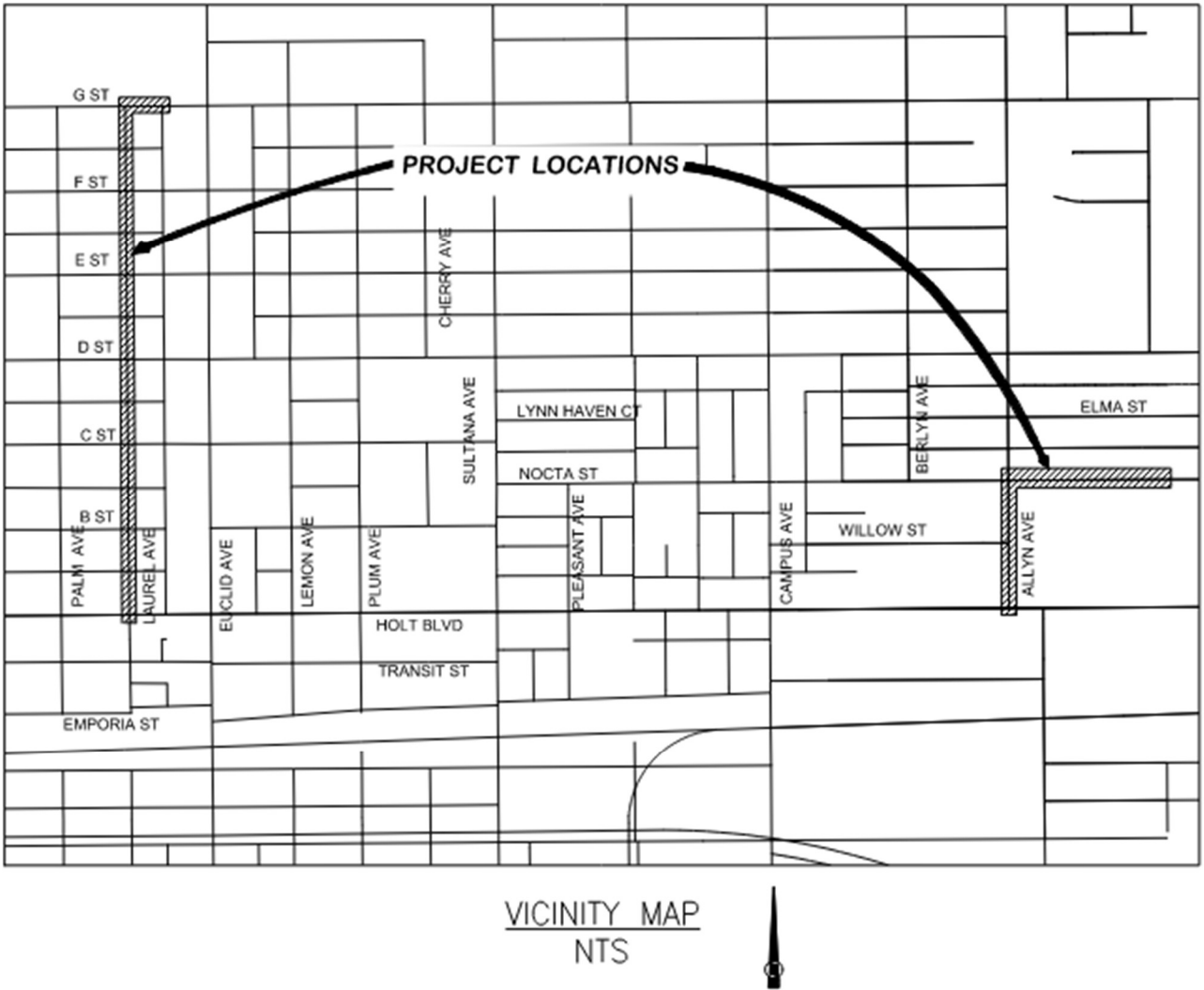
In March 2023, the City first contracted with Kleinfelder following an extensive Request for Qualifications (RFQ) selection process for on-call geotechnical and materials testing services. Under Amendment No. 8, Kleinfelder has been providing geotechnical and materials testing services for the Project.

The Project is located at two sites: Laurel Avenue, from G Street to Holt Boulevard and Nocta Street and Allyn Avenue, including Allyn Avenue from Holt Boulevard to Nocta Street and Nocta Street east of Allyn Avenue, as shown in Exhibit "A." The work under this contract consists of installing approximately 3,200 linear feet of 10-inch vitrified clay pipe (VCP) sewer main in Laurel Avenue and approximately 1,700 linear feet of 8-inch VCP sewer main in Nocta Street and Allyn Avenue. The work also includes the installation of new sewer manholes, modifications to existing sewer manholes, reconnection of existing sewer laterals, connections to the existing sewer system at various street intersections, flow management to maintain existing sewer service, implementation of traffic control during construction, and concrete and asphalt concrete pavement repairs and street restoration.

As construction of the Project progressed on Nocta Street and Allyn Avenue, unforeseen field conditions, variable traffic control requirements, and safety concerns related to the significant trench depth were encountered, which slowed field production. As a result, Kleinfelder was required to conduct more field visits than originally anticipated to support construction activities and address these conditions. The additional field visits resulted in increased labor and material costs beyond the original budget. Staff recommends approval of proposed Amendment No. 12 to the Professional Services Agreement to support the additional efforts.

ENVIRONMENTAL REVIEW: The project has been reviewed pursuant to the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from CEQA pursuant to Article 19 Section 15031, which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of Class 1 "Existing Facilities" are exempt from the requirements of CEQA. Thus, no further CEQA analysis is required.

Exhibit "A"





PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

**AMENDMENT NO. 12 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
KLEINFELDER, INC.**

1. Parties and Date.

This Amendment No. 12 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario (“City”) and **Kleinfelder, Inc.**, a California Corporation, “**Consultant**”. City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and **Consultant** have entered into an agreement entitled “**On-Call Geotechnical and Material Testing Services**” dated March 7, 2023 (“Agreement”).

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the compensation by **Eighty-One Thousand Seven Hundred Fifty-Six Dollars (\$81,756)** for a total-not-to-exceed compensation of **Three Million Three Hundred Sixty Thousand Six Hundred Seventy-Four Dollars (\$3,360,674)** and include additional project specific proposal to the Exhibit A through Exhibit B. This increase in compensation is for the additional scope of work listed in the attached Consultants’ Proposal titled “**Change Order No. 1**” and dated **July 22, 2026**. The Parties have heretofore entered into that Amendment No. 1 dated April 4, 2023, Amendment No. 2 dated May 2, 2023, Amendment No. 3 dated May 2, 2023, Amendment No. 4 dated March 5, 2024, Amendment No. 5 dated March 5, 2024, Amendment No. 6 dated June 18, 2024, Amendment No. 7 dated January 1, 2025, Amendment No. 8 dated March 4, 2025, Amendment No. 9 dated October 22, 2025, Amendment No. 10 dated November 4, 2025, Amendment No. 11 dated March 3, 2026, and Amendment No. 11A dated July 7, 2026.

2.3 Amendment Authority. This Amendment No. 12 is authorized pursuant to Section 3.2.4 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1, Exhibit A through Exhibit B of the Agreement is hereby amended in its entirety to read as follows:

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein by reference. The total compensation shall not **Three Million Three Hundred Sixty Thousand Six Hundred Seventy-Four Dollars (\$3,360,674)** and without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "A" - SCOPE OF SERVICES is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

Exhibit "B" – SCHEDULE OF SERVICES is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 12, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 12. From and after the date of this Amendment No. 12, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 12.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 12.

3.4 Severability. If any portion of this Amendment No. 12 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 12 TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF ONTARIO
AND KLEINFELDER, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 12 as of the day and year first above written.

CITY OF ONTARIO

KLEINFELDER, INC.

Approved By:

By: _____

Scott Ochoa
City Manager

Its: _____

Printed Name: _____

Approved as to Form:

By: _____

Best Best & Krieger LLP
City Attorney

Its: _____

Printed Name: _____

Attested By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

City Clerk

Attachment A

Exhibit “A” - SCOPE OF SERVICES –



CHANGE ORDER NO. 1

Issued pursuant to the Professional Service Agreement dated March 7, 2023 by and between the City of Ontario and Kleinfelder, Inc. (Kleinfelder).

Client Name: City of Ontario

Kleinfelder Project No: 26000806.001A

Project Name: UT1067 Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Private Sewer Lateral Improvements

Work Order Type: (Check One)

- ☒ Time-and-Materials
☐ Fixed-Price

Kleinfelder Office: Ontario

Kleinfelder Contact Name: Anouar Kartite

1. **SCOPE OF WORK:** Kleinfelder was originally requested to bid this project without a construction schedule and assumed 100 LF of utility trench would be backfilled and compacted during each shift. This has not been the case and has resulted in additional hours needed to adhere to the contractor's construction means and methods. Per a conversation with Jonathan Yang (OMUC) and Levi Harris (AKM), Kleinfelder's services will be needed on a near continuous basis until December 2026 and our original budget will be exhausted by July 19, 2026.
2. **LOCATION/CLIENT FACILITY INVOLVED:** Laurel Avenue, Allyn Avenue, and Nocta Street in the City of Ontario
3. **PERIOD OF PERFORMANCE:** FROM: July 20, 2026 TO: December 31, 2026
4. **REQUESTED ADDITIONAL FUNDING:** \$81,756.⁰⁰ (see below)

Scope of Work	Quantity	Rate	Cost
Field Technician (Soil/Concrete/Asphalt)	468 Hours	\$145. ⁰⁰	\$67,860. ⁰⁰
Project Manager	54 Hours	\$210. ⁰⁰	\$11,340. ⁰⁰
Project Administrator	18 Hours	\$142. ⁰⁰	\$ 2,556. ⁰⁰
Estimated Total Cost:			\$81,756.⁰⁰

5. **SPECIAL PROVISIONS:** N/A

CITY OF ONTARIO:

By: _____

Printed Name: _____

Title: _____

Address: _____

Date: _____

KLEINFELDER, INC.:

By:  _____

Printed Name: Anouar Kartite

Title: Project Manager

Address: 620 S. Magnolia Ave. Building G
Ontario, CA 91762

Date: July 22, 2026

Attachment B

Exhibit “B” – Schedule of Services

The services shall be completed within the durations specified below, which beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Not to Exceed Fee
-	0	2022 Spring Alley CDBG Pavement Rehab Project	\$18,440.00
1.0	1.0	UT 1617-02 Well Abandonment 11, 15 & 17, & 26	\$19,877.00
2.0	2.0	UT1053 – AMI Antenna Project – Phase 1	\$28,237.00
3.0	3.0	Add \$400,000 for a NTE of \$466,554	\$400,000.00
4.0	4.0	D&C22-012 City Hall Parking Structure	\$491,981.00
5.0	5.0	UT1016 Archibald Sewer Diversion Project	\$87,951.00
6.0	6.0	SM2302/SE2505 Sultana Avenue Storm Drain, Street and Sewer Improvements Project	\$334,756.00
7.0	7.0	D&C21-005 Grand Park Geotechnical Observation, Materials Testing and Burrowing Owl Survey Services	\$204,310.00
8.0	8.0	UT 1067, 1070, 1077 – Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements	\$135,654.00
9.0	9.0	UT1016 Archibald Sewer Diversion Project (change order)	\$47,679.00
10.0	10.0	D&C21-005 Grand Park Phase 1	\$1,168,253.00
11.0	11.0	Add \$300,000 for a NTE of \$2,038,885 and Extend Contract for 2 Years until February 7, 2028	\$300,000.00
11A.0	11A.0	D&C21-005 Grand Park Phase 1 - Geotechnical Consulting, Material Testing & Special Inspections.	\$71,780.00
12.0	12.0	UT 1067, 1070, 1077 – Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements (Change Order)	\$81,756.00
Grand Total			\$3,360,674.00

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
CONSENT CALENDAR

Department: Housing
Prepared By: Hannah K Mac Kenzie
Department:
Prepared By: Albert Ramirez
Staff Member Presenting: Helen McAlary,
Executive Director Community Life and Culture
Reviewed By: Lacey A Rightmer, Kelly
Zackmann, Albert Ramirez
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 13

SUBJECT: APPROVAL OF THE FIVE-YEAR MOBILE HOME PARK ACCORD

RECOMMENDATION: That the City Council approve a five-year Mobile Home Park Accord between the City of Ontario and participating owners of mobile home parks within the City of Ontario.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Operate in a Businesslike Manner

FISCAL IMPACT: There is no direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: In 2007, the City of Ontario and ten mobile home park owners entered into the 2007 Jack Galvin Mobile Home Park Accord (Jack Galvin Accord). The Jack Galvin Accord established a process for addressing annual rent adjustments at participating mobile home parks within the City. Under the Jack Galvin Accord, annual rent adjustments are based on the Consumer Price Index for the previous calendar year. The annual adjustment must be at least 4% and cannot exceed 10%. Since the implementation of the Jack Galvin Accord, City staff have been responsible for calculating the annual rent adjustments and administering it.

The City Council approved the First Amendment to the Jack Galvin Accord on December 2, 2014. On November 19, 2019, the City Council approved the Second Amendment, which extended the Jack Galvin Accord for five years through January 5, 2025.

On February 4, 2025, the City Council approved a Third Amendment to extend the Jack Galvin Accord for an additional five-year term. The Third Amendment required all participating mobile home park owners to sign the amendment before it could take effect. One participating owner chose not to sign it. As a result, the Third Amendment did not go into effect.

Staff is proposing a new Mobile Home Park Accord (Accord) that preserves the original intent of the Jack Galvin Accord but gives participating mobile home park owners more flexibility.

The new Accord includes three modifications:

1. The Accord can be approved by a simple majority of the Owners listed in Exhibit A;
2. Other mobile home parks can join the Accord through an executed Agreement approved by the City Council; and
3. Future amendments can be approved with the written consent of those mobile home park owners who continue to participate in the Accord.

Amendments that only extend the term of the Accord can be handled administratively by City Staff. More significant changes, such as adding a new park owner or changing the rent adjustment formula, would still require City Council approval. All other provisions of the Jack Galvin Accord remain unchanged. This includes the formula used to determine the maximum annual rental adjustment based on the Consumer Price Index.

Staff recommends approval of the new Mobile Home Accord, which would be effective through January 5, 2031. The new Mobile Home Accord will provide a reasonable and predictable process for annual rent adjustments while providing greater stability and certainty for participating mobile home park owners and residents.

AGREEMENT BETWEEN THE CITY OF ONTARIO AND
OWNERS OF THE MOBILEHOME PARKS WITHIN THE CITY
OF ONTARIO REGARDING ANNUAL MAXIMUM RENT
ADJUSTMENTS

1. Parties and Date.

This Agreement, which shall be known as “THE MOBILE HOME PARK ACCORD”, is made and entered into effective this ___ day of May, 2026 by and between the City of Ontario, California, (“City”) and the owners of mobilehome parks within the City (individually “Community Owner,” collectively “Community Owners”). City and Community Owner are sometimes individually referred to as “Party” and collectively referred to as the “Parties”.

2. Recitals.

2.1 The Parties agree that there are factors unique to the relationship between the owners of mobilehomes (“Homeowners(s)”) and the communities in which they reside. Once occupancy has commenced, unique factors can affect the bargaining position of the parties and the operation of market forces. Because of those unique factors, there exist inherently real and substantial differences in the relationship which distinguish it from other landlord-tenant relationships. The Parties recognize that Homeowners have basic property and other rights which must be protected. The Parties further recognize that the Community Owner has a legitimate business interest in the operation of the community as part of the housing market and has basic property and other rights which must be protected.

2.2 It is necessary and desirable that the Homeowners and Community Owners are able to maintain their properties and avoid unbudgeted cost increases which would adversely impact their economic viability. It is desirable that all Homeowners are able to properly budget and avoid large cost increases. To the extent that Community Owners can maintain their communities and earn a reasonable return on the value of their investment, the Community Owners shall endeavor to spread any approved cost increases over time and avoid large and unreasonable annual rent increases to the extent possible. The Parties also recognize that land and real estate values have been rising at rates of 10-20% annually over the last decade and agree that rents must also ultimately reflect these economic conditions.

2.3 The parties recognize that, after initial installation, most mobilehomes are seldom moved and when a Homeowner decides to move, the mobilehome is commonly sold in place, and if rents are below free-market levels, the possibility exists that a portion of the mobilehome space value might be transferred upon such sale unless space rents are allowed to rise, upon such sale, to levels which are closer to, or at, free-market levels.

2.4 Concerns among Homeowners and Community Owners over rent increases and other park-related situations can often best be resolved between the two parties, provided there exists the incentive for both parties to negotiate in good faith and reach an agreement.

2.5 The Parties desire to enter into this Agreement to encourage continued fair bargaining between Community and Homeowners in order to achieve mutually satisfactory

agreements regarding space rental rates in manufactured home communities, thereby eliminating the need for a City rent regulation ordinance. Agreements similar to this have been in effect since 1999 and have proven to be effective in stabilizing rents for existing Homeowners. In view of changed circumstances the Parties desire to revise and renew this Agreement for the benefit of all Parties.

2.6 It is recognized that all mobile home communities in the City have been subject to the provisions of a regulatory ordinance or agreements similar to this Agreement for over 15 years and market conditions during that time have produced a wide disparity in rental rates within some mobile home communities. Additional adjustments to rents for spaces within a single community that are below the average space rent within that community may be necessary to decrease this disparity without the implementation of a single significant rent increase.

2.7 Parties acknowledge that a prior related agreement, the 2007 Jack Galvin Mobilehome Park Accord Agreement, governed similar terms and desires of the City and various community owners, but due to certain restrictions a more modern and updated agreement is necessary to allow for fluid transition and inclusion of other interested parties.

3. Definitions.

For purposes of this Agreement, the following words and phrases shall have the following meanings:

3.1 “Board” -- The Rent Review Board, as established in Section 4.3 of this Agreement.

3.2 “Capital Improvement” -- Any cost item of improvement or rehabilitation that is required to be capitalized by the tax provisions of the Internal Revenue Code.

3.3 “City Administrator” -- The person designated by the City to administer this Agreement when and as may be required hereunder.

3.4 “Consumer Price Index” -- Index published by the United States Department of Labor, Bureau of Labor Statistics for All Items Indexes for All Urban Consumers for Riverside-San Bernardino-Ontario area (also herein referred to as “CPI” or “CPI-U”).

3.5 “Community” -- A manufactured home community which rents (leases) space to owners of mobilehomes (formerly and also called a “mobilehome park”).

3.6 “Community Owner” — The undersigned person (entity) entitled to receive rent for a Mobilehome Space, or their agent, representative, successor or assign (also “Park Owner”).

3.7 “Homeowner” -- The persons who have Tenancy in a Community under a rental agreement.

3.8 “Initial Rent” -- The rent in effect upon the effective date of this Agreement or as adjusted pursuant to Section 4.4.1, below.

3.9 “Mobilehome” -- A structure designed for human habitation and for being moved on a street or highway under permit, pursuant to Section 35790 of the California Vehicle Code. Mobilehome includes a manufactured home, as defined in Section 18007 of the California Health and Safety Code, and a mobilehome, as defined in Section 18008 of the California Health and Safety Code, but does not include a recreational vehicle, as defined in Section 799.29 of the California Civil Code and Section 18010 of the California Health and Safety Code, or a commercial coach as defined in Section 18001.8 of the California Health and Safety Code.

3.10 “Mobilehome Park” -- Any area of land within the City where two or more Mobilehome Spaces are rented, or held out for rent, to accommodate Mobilehomes used for human habitation (also referred to as “Community”).

3.11 “Mobilehome Residency Law” — The California Mobilehome Residency Law (“MRL”) which is also known as California Civil Code Provisions 798 et seq.

3.12 “Mobilehome Space” -- A site within a Mobilehome Park intended, designed, or used for the location or accommodation of a Mobilehome and any accessory structures or appurtenances attached thereto or used in conjunction therewith.

3.13 “Park Services” -- Services, including, but not limited to, repairs, maintenance, provisions of utilities, laundry facilities, janitorial services, refuse removal and any other benefit, privilege or facility connected with the use or occupancy of a Mobilehome Space. Services to a Mobilehome Space shall include a proportionate part of the services provided to the common facilities in a Mobilehome Park available to or for the benefit of the Mobilehome Space.

3.14 “Rent” -- The consideration, including any bonus, benefit or gratuity, demanded or received in connection with the use and occupancy of a Mobilehome Space.

3.15 “Resale” -- The Resale of a home shall include the transfer of the ownership interest in a Mobilehome from an existing Homeowner to a new Homeowner(s) pursuant to the MRL.

3.16 “Resale Exemption” -- The above definition of Resale shall not include a sale, resale, or transfer of interest between members of the same immediate family (defined as the homeowner’s legal spouse, the homeowner’s legal parents, or the homeowner’s legal children). Transfers to such immediate family members are exempt from the Resale adjustment (per section 3.15 and/or 4.5.9). However after the initial transfer from the Homeowner of record on the date of this Agreement (“Original Homeowner”) to the Original Homeowner’s immediate family member any subsequent inter-family transfer shall be subject to the “Resale” increases per Section 4.5.9.

3.17 “Tenancy” -- The right of a Homeowner to the use of a space within a Mobilehome Park on which to locate, maintain and occupy the Homeowner’s mobilehome, site improvements and accessory structures for human habitation, including the use of the services and facilities of the park.

4. Terms.

4.1 Term. The term of this Agreement shall be retroactively effective from January 5, 2026 and continue in effect until January 5, 2031 (“Initial Term”), unless earlier terminated as

provided herein. This Agreement in its Initial Term shall not be effective for any purpose until it has been executed by a simple majority of the authorized representatives of the Community Owners of the Mobilehome Parks listed in Exhibit A and located in the City as of January 5, 2026.

4.1.1 The City, through written amendment, may extend the term of this Agreement for an additional period of five (5) years, until January 5, 2036, without the need for further Council approval. Community Owners that wish to be bound to the extension must sign onto and execute the amendment within the required timeframe as well. If a Community Owner fails to sign onto and execute the amendment, they will no longer be a party to this Agreement.

4.2 Applicability.

4.2.1 The provisions of this Agreement shall apply to all Mobilehome Parks and all Mobilehome Spaces listed in Exhibit A whose authorized representative of the Community Owner have executed this Agreement, except as provided in subsection 4.2.2.

4.2.2 This Agreement shall not apply to the following:

- (a) Mobilehome Spaces rented out for nonresidential uses.
- (b) Mobilehome Parks managed or operated by the United States Government, the State of California, or the City of Ontario.
- (c) Tenancies for which any federal or state law or regulation specifically prohibits rent regulation.
- (d) Mobilehome Spaces rented pursuant to a rental agreement exempted by the Mobile Home Residency Law or any other State or Federal law.
- (e) Mobilehome Spaces that are not the principal residence of the Homeowner (consistent with MRL Section 798.21) or where the Homeowner has not legally rented the Mobilehome to another party (with Community Owner's consent).
- (f) A Vacancy of the space by a Homeowner (whether through abandonment, repossession, termination of tenancy through lawful eviction, or otherwise) whereby the Community Owner and not a Homeowner is in possession of the Mobilehome Space.
- (g) The purchase or sale of a Mobilehome on a Mobilehome Space by a person or entity that intends to resale, or hold for resale, the Mobilehome (i.e. A dealer or rehabilitator of Mobilehomes).
- (h) Any newly constructed Mobilehome Spaces initially held out for rent after January 1, 1990.

4.2.3 Nothing in this Agreement shall preclude a Homeowner or prospective Homeowner from entering into a written lease or agreement with a Community Owner pursuant

to the Mobile Home Residency Law, thereby exempting the Homeowner's Mobilehome Space from this Agreement during the term of the lease.

4.2.4 Nothing in this Agreement shall be deemed to impose any obligation upon any Community Owner with respect to a Mobilehome Park in which the Community Owner does not have an ownership interest or a Mobilehome Park that is not subject to the Community Owner's control.

4.3 Rent Review Board.

4.3.1 The Parties agree to the establishment of a Mobilehome Rent Review Board for the purpose of implementing and enforcing the provisions of this Agreement. The Rent Review Board shall consist of five (5) members serving at the pleasure of the City Council. Subject to the approval of the City Council of the City of Ontario, the membership of the Board shall be comprised of two Community Owner representatives, two Homeowner Representatives and the City Manager or his designee who shall serve as Board Chair, provided the City Manager or his designee does not have any ownership interest in or reside in a Mobilehome Park within the City and is not an immediate family member of a person who has an ownership interest in or reside in a Mobilehome Park within the City. No more than one Community Owner or Homeowner from any Mobilehome Park shall serve on the Board at any one time. A member shall serve a term of up to four (4) years, at the end of which the member may be considered for reappointment. The City Manager shall designate an employee who shall serve as the secretary of the Board. The City Clerk shall be responsible for the maintenance of all its permanent records.

4.3.2 The Board shall meet at such times at the call of the Board Chair to consider applications and complaints filed with the Board pursuant to this Agreement or otherwise to conduct the business of the Board. Any member who is absent without being excused by the Board from three (3) successive meetings of the Board shall be deemed to have vacated his or her office. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq). Three (3) members of the Board shall constitute a quorum as long as one member of each category of representative membership is present (i.e., one Community Owner representative, one Homeowner representative, and City Manager or his designee). Three affirmative votes are required for a decision, including all motions, orders and rulings of the Board. The Board shall keep a record of its proceedings, which shall be open for inspection by any member of the public.

4.3.3 All candidates for appointment to the Board shall disclose in a verified statement all present holdings and interests in real property within the City, including interests in corporations, trusts or other entities owning real property within the City as defined by California Government Code Section 82035. Such disclosure statement shall be made available to the City Council prior to appointment of members of the Board and shall be filed with the City Clerk not less than ten (10) days after appointment. Disclosure of holdings required herein shall be in addition to any other disclosure required by State or local law for holders of public office.

4.3.4 The Board shall make and adopt its own rules and regulations for conducting its business consistent with this Agreement and laws of the State, subject to the approval of the City Council of the City of Ontario. Such rules and regulations shall be reduced to

writing and shall be on file with the City Clerk at all times. The Board shall appoint such officers as may be necessary.

4.3.5 A Community Owner requesting rent adjustments pursuant to Section 4.5 of this Agreement shall submit an application to the Board or City Administrator on forms prescribed by the Board with the following information:

- (a) The effective date of the proposed adjustment;
- (b) Identification of the Mobilehome Spaces affected;
- (c) The amount of the rent prior to the effective date of the proposed adjustment;
- (d) The amount of the increase or decrease (in dollars) for each Mobilehome Space;
- (e) The reason for the proposed adjustment;
- (f) Documentation substantiating the basis for the proposed adjustment;
- (g) Any other information the Board deems relevant or necessary.

4.3.6 Within sixty (60) days of receipt of a complete rent adjustment application, the Board or City Administrator shall determine whether to approve or disapprove, wholly or partially, a rent adjustment application. The burden of demonstrating and substantiating the appropriateness of the proposed rent adjustment shall be on the Community Owner. The Rent Review Board or City Administrator shall grant the Community Owner's application for a rent adjustment if the Board or City Administrator determines that the proposed rent adjustment is authorized by Section 4.5 of this Agreement and that it is supported by documentation and/or other evidence submitted by the Community Owner. The Board or City Administrator shall make findings of fact indicating the factors relied on in reaching a decision and shall provide written notice of its decision by mail or personal delivery to the Community Owner.

4.4 Initial Rent. The Initial rent per month for each Mobilehome Space not exempt from this Agreement shall be the rent in effect for that space as of September 1, 2026, the effective date of this Agreement.

4.4.1 First Adjustment to Initial Rents. The Initial Rent for an individual Mobilehome Space under this Agreement may be adjusted during the first year of this Agreement by not more than 10% if the Initial Rent for that Mobilehome space within a Community is less than 95% of the mean average rent on the effective date of this Agreement for all Mobilehome Spaces within the Community covered by this Agreement. Such adjustment in the Initial Rent shall be in-lieu of any other increases in rent applicable during the calendar year that the Initial Rent adjustment occurs.

4.4.2 Second Adjustment to Initial Rents The Initial Rent for an individual Mobilehome Space under this Agreement may also be adjusted in the second year of this

Agreement by not more than 10% if the Initial Rent for a Mobilehome Space after adjustment under Section 4.4.1 is still less than 95% of the mean average for all Mobilehome Spaces within the Community covered by this Agreement. Such adjustment in the Initial Rent shall be in-lieu of any other increases in Rent applicable during the calendar year that the second adjustment to Initial Rent occurs pursuant to this section.

4.4.3 Conversion of an exempt Mobilehome Space For any Mobilehome Space exempt from this Agreement as a result of a rental agreement referred to in Section 4.2.2(d), the Rent, upon the expiration or termination of such rental agreement, shall be the last months rent prior to expiration or termination of the rental agreement (as adjusted by the CPI for the period of time from the last rent adjustment on that Mobilehome Space to the next scheduled Annual Rent Adjustment, defined below, under this Agreement).

4.5 Rent Adjustment.

4.5.1 Advance Notice and Period of. Community Owners or their designees shall communicate to all affected Homeowners the Annual Rent Adjustments authorized by Section 4.5.2. by a written notice at least 90 days prior to the effective date of the Rent adjustment (consistent with MRL section 798.30). Said notice shall include the applicable percentage increase of the CPI for the preceding calendar year. The annual rent adjustment may not be given more than once each year except in the event that the Community Owner is granted a Supplemental Rent Adjustment, as defined below. The City Administrator may request that a Community Owner provide a statement indicating the affected Mobilehome Spaces, the percentage change in the rental amount being charged and/or other information necessary to confirm that the Community Owner has properly calculated the Annual Rent Adjustment.

4.5.2 Annual Rent Adjustment. On or after the first day of July of each year and upon giving notice as required by the MRL, the Rent for a Mobilehome Space may be automatically adjusted by up to one hundred twenty percent (120%) of the percentage change in the CPI for the previous 12 month period as of December 31st multiplied by the Rent then in effect. The City Administrator shall advise the Community Owners of the percentage change in the CPI during the preceding calendar year, which shall be used to calculate the annual Rent adjustment permitted under this section ("Annual Rent Adjustment"). To further reduce the possibility of large rent increases, this Annual Rent Adjustment shall be further limited by a maximum and minimum annual adjustment percentage such that no Annual Rent Adjustment increase shall exceed ten percent. In consideration of this limitation by Community Owners, the Parties agree that no rental increase per this section shall be less than four (4) percent.

4.5.3 Administrative Approval of Supplemental Rent Adjustments. In order to reduce the administrative burden on the Board, the Parties agree that the City Administrator may review certain requests for supplemental Rent adjustments ("Supplemental Rent Adjustments") for cost increases that are not controlled by Community Owner but are easily confirmed as a matter of public record. These cost increases that are eligible for a Supplemental Rent Adjustment are further described in Sections 4.5.4 through 4.5.6 and Section 4.5.8 of this Agreement. The Community Owner may request a Supplemental Rent Adjustment by submitting an application and supporting documentation detailing the cost increase and the amount of the requested adjustment (both on a total and per Mobilehome Space basis). The City Administrator shall

determine whether the Supplemental Rent Adjustment complies with this Agreement. If the City Administrator determines that the request is not consistent with this Agreement then the Community Owner may either revise the application or request a hearing before the Board. Upon the approval of any application by the City Administrator or Board, the Community Owner shall provide notice to Homeowners of the amount and effective date of the Supplemental Rent Adjustment. The Supplemental Rent Adjustment may be noticed with the Annual Rent Adjustment or separately at another date. If a Supplemental Rent Adjustment is to be noticed and included with the Annual Rent Adjustment, the request must be submitted to the City Administrator prior to February 1st.

4.5.4 Rent Adjustment for Cost of Utilities. In addition to any other Rent adjustment permitted by this Agreement and upon the review and confirmation of a rate change in any applicable utility and supporting materials by the City Administrator pursuant to Section 4.5.3, a Community Owner may implement a Supplemental Rent Adjustment equal to the amount of any increase or decrease in the cost of the utilities paid for by the Community Owner. Rent Adjustments for the cost of utilities are limited to the increased costs of utilities incurred by the Community Owner during the two (2) calendar year period prior to the submittal of a Supplemental Rent Adjustment application for utility rate change. For purposes of this section, utilities include refuse collection, sewer, water, electricity, gas, and other public utility services. This subsection shall not apply if the Rent for a Mobilehome Space does not include the cost of such utilities (as these costs are already paid directly by the Homeowner).

4.5.5 Rent Adjustment for Taxes. In addition to any other Rent adjustment permitted by this Agreement, and upon review and confirmation of a change in any applicable governmental assessment and supporting materials by the City Administrator pursuant to Section 4.5.3, a Community Owner may obtain a Supplemental Rent Adjustment equal to the amount of any increase or decrease in the taxes, assessments, or levies imposed upon the Mobilehome Park by local, State, or federal government agencies. A Community Owner may postpone a rent adjustment permitted by this subsection, at his or her option, for up to 90 days from the date when such taxes become a legal obligation of the Community Owner. A Supplemental Rent Adjustment for taxes does not apply to and shall not include the annual 2% property tax valuation adjustment as per current state law.

4.5.6 Rent Adjustment for Capital Improvements. In addition to any other Rent adjustment permitted by this Agreement, and upon application to the City Administrator, accompanied by supporting materials pursuant to 4.5.3, the Community Owner may obtain a Supplemental Rent Adjustment in the event a Capital Improvement is made within the Mobilehome Park which exceeds a total cost of ten thousand dollars (\$10,000) or, in the case of a Mobilehome Park with 50 Mobilehome Spaces or less, a total cost of two thousand five hundred dollars (\$2,500) provided the Community Owner agrees to amortize the Capital Improvement project costs over a period of not less than seven years. The Rent adjustment shall be based on the total project cost equally shared, pro rata, among the total number of Mobilehome Spaces within the Mobilehome Park. Rent increases for a Capital Improvement shall not be part of the rent and shall terminate after the amortization period. A Community Owner shall not be entitled to any additional increase for a Capital Improvement as part of a future Rent adjustment until the improvement is completed.

4.5.7 Rent Adjustment for Undue Hardship. In addition to any other rent adjustment permitted by this Agreement and upon application to the Board, a Community Owner may obtain a Rent adjustment if the application of this Agreement, apart from any authorized rent adjustments, results, or would result, in undue hardship to the Community Owner's Mobilehome Park. In determining whether a hardship Rent adjustment should be authorized, the Board may consider, among other relevant factors, increased costs to the Community Owner, attributable to increases or decreases in master land and/or facilities lease rent, utility rates, property taxes, insurance, advertising, government assessment and fees, incidental service, normal repair and maintenance, Capital Improvements, upgrading and addition of amenities or services, net operating income, as well as just and reasonable return on the value of the Community Owner's property.

4.5.8 Rent Adjustment for Reduction in Park Services. In the event a Community Owner reduces or eliminates any services or benefits to any Mobilehome Space, the Community Owner shall adjust the Rent for each affected Mobilehome Space to reflect the cost savings resulting from the reduction or elimination of such services or benefits. A petition may be submitted to the City Administrator, signed by a majority of Homeowners with the Mobilehome Park requesting an adjustment to Rent if a Community Owner reduces or eliminates any services or benefits. Sufficient supporting information shall be submitted with the petition to clearly identify the services or benefits that have been reduced and the cost savings resulting from the reduction. Such petition shall be forwarded to the respective Community Owner for a response. The Community Owner's response, if any, shall be considered prior to the issuance of any determination by the City Administrator regarding the petition. Any decision of the City Administrator to adjust rents is subject to the mediation and arbitration provisions in Section 4.8.

4.5.9 Rent Adjustment Upon Resale. Notwithstanding the Rent adjustments otherwise permitted pursuant to this Agreement, the Community Owner may increase the Rent for a Mobilehome Space upon a Resale ("Resale Adjustment"). The amount of the Resale Adjustment shall be based on the period of time that has elapsed since the last resale of the home ("Resale Interval"). If the Resale Interval is less than 24 months, the amount of the Resale Adjustment may be up to 5% of the Rent prior to Resale. If the Resale Interval is greater than 24 months, the amount of the Resale Adjustment may be up to 5% for each full 12-month period in the Resale Interval. Upon receipt of a Homeowner's notice of pending Resale pursuant to Civil Code Section 798.59, the Community Owner shall notify the Homeowner of the anticipated Rent adjustment authorized by this subsection either by a separate statement or by a notation on the Homeowner's notice. The Rent adjustment indicated by the Community Owner shall remain effective for the Mobilehome Space that is the subject of the Resale and may only be increased pursuant to this Agreement.

4.5.10 Discretion for Lower Adjustments. Nothing in this Agreement shall be construed to require a Community Owner to increase Rents on an annual basis or to prevent a Community Owner from adjusting Rents to amounts lower than otherwise permitted by this Agreement.

4.5.11 Rent Adjustment Formula. Computation of rent adjustments allowable under this Section shall be according to the following formula:

Multiply the Rent and the allowable percentage adjustment in the CPI to determine the Annual Rent Adjustment, to which shall be added any additional increases or decreases allowed under Sections 4.5.4, 4.5.5, 4.5.6, 4.5.7 of this Agreement, the sum of which shall be rounded off to the nearest dollar.

Formula

Current Rent x 120% of the Percent of Change of CPI (for the previous calendar year) = Dollar Amount of Annual Rent Adjustment (Maximum of 10%; Minimum 4.0%)

$$\text{Annual Rent Adjustment} + \text{Additional Rent Adjustments} = \text{Total Rent Adjustment Amount}$$

$$\text{Rent} \pm \text{Total Rent Adjustment Amount} = \text{New Rent}$$
[illegible]

Example

Percent Change in CPI = 3.3% x 120% = 3.96%

As 3.96% is less than 4.0% Minimum, Minimum 4.0% applies

$$\$400.00 \times .0400 = \$16.00$$

\$16.00 (Annual Rent Adjustment) + \$5.00 (Additional Rent Increase authorized by Agreement) = 21.00 (Rounded off to \$21.00)

$$\$21.00 + \$400.00 = \$421.00 \text{ (New Rent)}$$

4.6 Unauthorized Rent Adjustments. In the event a Community Owner attempts to adjust the Rent without complying with the provisions of this Agreement, such an increase shall be deemed null and void, and affected Homeowners shall not be required to pay such adjustment.

4.7 Responsibilities of Community Owner.

4.7.1 Disclosure. The Community Owner shall comply with the disclosure requirements of the MRL (including 798.74, et seq.) and the California Civil Code such that prospective Homeowners are advised of the existence and content of this Agreement. It is expressly understood by the Community Owners that for the purposes of disclosure requirements of the MRL, this Agreement shall be treated the same as a local mobilehome rent control measure. The intent is to assist prospective Homeowners in understanding their rights and options prior to entering into a lease or rental agreement.

4.8 Mediation and Arbitration.

4.8.1 Any dispute between Community Owners and Homeowners relating to this Agreement shall be resolved solely by mediation and arbitration in accordance with the provisions set forth in this Section.

4.8.2 Any request for mediation or demand for arbitration must be filed with the Rent Review Board in writing and must be made prior to the last day that legal or equitable proceedings would be barred by the applicable Statute of Limitations. Such request or demand must be accompanied by the payment of a fee of Ten Dollars (\$10.00) per space for which the request or demand is made. The fee shall be applied towards the cost of mediation or arbitration and any additional costs shall be borne equally by the Community Owner and the affected Homeowners. Such request or demand must provide: (a) a description of the dispute; (b) facts from which the dispute arises; (c) a description of the relief or action requested.

4.8.3 The Community Owner and the affected Homeowners shall first attempt in good faith to mediate such a dispute and shall use their best efforts to reach agreements on the matters in dispute. Within fifteen (15) days of the request of any party for arbitration or mediation pursuant to subsection 4.8.2, the requesting party shall attempt to employ the services of a third person mutually acceptable to the parties to conduct and conclude such mediation within thirty (30) days of his or her appointment. If the parties are unable to agree on such third person, or, if on completion of such mediation, the parties are unable to agree and settle the dispute, then the dispute shall be referred to arbitration as set forth in subsection 4.8.4.

4.8.4 Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration by the Judicial Arbitration and Mediation Service, Inc. ("JAMS") pursuant to JAMS standard procedures for arbitration. If JAMS is unwilling or unable to act as arbitrator, the parties shall apply to the presiding Judge of the Superior Court of the County of San Bernardino for the appointment of an arbitrator.

A. The arbitrator shall prepare and provide the parties with written factual findings and the basis for the arbitrator's decisions.

B. The parties each agree to deposit with the arbitrator one-half of the estimated arbitrator costs and fees. Failure of any party to make such deposit shall result in forfeiture by the non-depositing party of the right to defend or prosecute the claim subject to arbitration, but shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

C. Arbitration shall be conducted pursuant to California Code of Civil Procedure and statutes permitting expanded discovery proceedings shall be applicable to all disputes which are arbitrated. The parties shall cooperate with the arbitrator and produce any relevant records or documents requested by the arbitrator.

D. The costs incurred or recoverable through proceedings under this section shall not be recoverable by either party nor be a justification for a Rent adjustment.

4.8.5 Notice of the arbitrator's determination shall be mailed to the Community Owner and all affected Homeowners.

4.9 Remedies.

4.9.1 City may, but shall not be obligated to, enforce the provisions of this Agreement on behalf of a Homeowner or Homeowners in the event of breach of or non-compliance with this Agreement by a Community Owner.

4.9.2 Any Homeowner aggrieved by a breach of or non-compliance with this Agreement by a Community Owner shall, as an intended third-party beneficiary of this Agreement, have the right, on such Homeowner's own behalf, to bring the matter before the Rent Review Board or to prosecute a civil action against the Community Owner, in any court of competent jurisdiction, to enforce the provisions of this Agreement or recover damages for the breach thereof. Any legal proceedings may only be commenced after the arbitration process (as described in section 4.8) has been fully applied to any alleged breach or non-compliance under this Agreement.

4.10 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

4.11 Binding on Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

4.12 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be unlawful or is otherwise invalidated by a final judgment of any court of competent jurisdiction, such invalidity shall not affect other provision or applications of this Agreement which can be implemented without the invalid provision or application, and to this end, the provisions of this Agreement are deemed to be severable.

4.13 Construction. To the extent that the context of this Agreement so requires, the singular shall include the plural and the masculine, feminine and neuter genders shall each include the other.

4.14 Amendment. This Agreement may not be altered, amended, modified or revoked except by an instrument in writing executed by the City and those Community Owners who wish to be bound by the terms of the amendment.

4.14.1 Addendums. Notwithstanding the above, any entity that was not previously a party to this Agreement, but wishes to participate and qualifies as a "Community Owner" may become a party to the Agreement at any time by executing an instrument in writing with the City, as approved by City Council.

4.15 Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

4.16 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

CITY OF ONTARIO

By:

Scott Ochoa
City Manager

ATTEST:

Sheila Mautz
City Clerk

APPROVED AS TO FORM:

By:

Best Best & Krieger LLP
City Attorney

EXHIBIT A
MOBILEHOME COMMUNITY OWNERS

COMET TRAILER COURT

1405 E. Holt Boulevard., Ontario, CA 91761
12018 Central Avenue
Chino, CA 91710

By: _____
Patrick Grabowski

FERNWOOD MOBILEHOME PARK

1512 East Fifth Street, Ontario, CA 91764
Royce Fernwood LLC
4742 N. 24th Street, Ste. 325
Phoenix, AZ 85016

By: _____
Cheryl Gallegos

RANCHO ONTARIO C/O

1456 E. Philadelphia Street, Ontario, CA 91761
Cabrillo Management Corporation
1495 Pacific Highway, Suite 450
San Diego, CA 92101

By: _____
Steven C. Martini

GROVE MANOR ONTARIO, LLC

850 W. Mission Boulevard, Ontario, CA 91762
444 W. Ocean Blvd., #1616
Long Beach, CA 90802

By: _____
Gregg Kirkpatrick

COUNTRY MEADOWS MOBILE HOME COMMUNITY

1855 E. Riverside Drive, Ontario, CA 91761
4956 N. 200 W. Ste. 200
Provo, Utah 8460

By: _____
C. Nate Nelson

SAMOA VILLAGE MOBILEHOME ESTATES

310 East Philadelphia Avenue, Ontario, CA 91761

Safety Investment Co.

3491 Concourse Street, #204

Ontario, CA 91764

By: _____
Sonia Torres

WEBB'S MOBILEHOME PARK

637 West Brooks, Ontario, CA 91761

Pama Management

4900 Santa Ana Ave., Suite 2C

El Monte, CA 91761

By: _____
Mike Nijjar

GARDEN GATE MOBILE HOME PARK LLC

202 N. Allyn Avenue, Ontario, CA 91764

4030 N. Mills Avenue

Claremont, CA 91711

By: _____
Steve McLemore

STAR TRAILER PARK

1230 Nocta, Ontario, CA 91764

5311 Bridgewood Drive

La Palma, CA 90623

By: _____
Kathy J. Kim

LAMPLIGHTER ONTARIO MOBILEHOME COMMUNITY

2139 E. 4th Street, Ontario, CA 91764

Morgan Partners, Inc.

19226-66th Avenue South, Suite L-108

Kent, WA 98032-2121

By: _____
Thomas E. Morgan, General Partner
Lamplighter Ontario Associates, LP

EXHIBIT A
Mobilehome Community Owners Contact Information

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
PUBLIC HEARINGS

Department: Utilities
Prepared By: Courtney Jones
Staff Member Presenting: Scott Burton, Utilities
General Manager
Reviewed By: Dennice Raygoza, Courtney
Jones, Michael Sigsbee
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 14

SUBJECT: A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTER 8A OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO THE WATER CONSERVATION PLAN

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance amending Chapter 8A of Title 6 of the Ontario Municipal Code related to the Water Conservation Plan.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Operate in a Businesslike Manner

Pursue City's Goals and Objectives by Working with Other Governmental Agencies

Focus Resources in Ontario's Commercial and Residential Neighborhoods

Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There are no direct fiscal impacts associated with the adoption of this Ordinance. Proposed updates to Chapter 8A are required to comply with the California Water Code. Indirectly, reduced potable water sales resulting from conservation efforts may decrease Water Fund revenues while also reducing operational costs. There are no revisions to the current schedule of fees and charges being proposed at this time. Any future fiscal impacts will be incorporated and assessed in the City's next comprehensive Rate Study. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City's Water Conservation Plan under Chapter 8A of Title 6 of the Ontario Municipal Code is intended to promote long-term water use efficiency, prevent water waste, and minimize the potential for water shortages and associated impacts to the City's customers through the practice of water conservation and responsible resource management. The City is required to maximize the beneficial use of its available water resources to the extent to which they are capable. Waste or unreasonable use of water shall be prevented, and conservation shall be practiced to ensure that water is used reasonably and beneficially in the best interest of the people

of the City.

The City's Water Conservation Plan originally went into effect in June 2009 and was last amended in October 2021. In October 2023, the enactment of Assembly Bill 1572 Potable Water: Nonfunctional Turf, amended sections 10608.12 and 10608.14 of the California Water Code, requiring water suppliers to include the prohibition on potable water usage on commercial, industrial, and institutional nonfunctional turf within their policies governing water service. In support of these requirements, the City has also considered guidance documents and implementation strategies, including industry best practices for landscape conversion, irrigation efficiency, and long-term compliance with nonfunctional turf regulations, to ensure a consistent and practical approach to implementation.

The proposed amendments to the Water Conservation Plan include revisions necessary to comply with Sections 10608.12 and 10608.14 of the California Water Code. In addition to these required updates, Staff recommends amendments to strengthen the City's ability to address water waste and promote efficient water use. These amendments include incorporating select Stage 1 conservation measures into the General Prohibitions section, establishing consistent year-round practices that help reduce water waste and support efficient water use. Establishing these measures as ongoing requirements supports compliance with the State's long-term water efficiency framework established by Senate Bill 606 and Assembly Bill 1668, while providing the City greater flexibility to manage water resources without the need to formally declare a drought stage. The proposed amendments also align with regional conservation best practices, improve the City's ability to prevent water waste, and promote responsible stewardship of limited water resources. While the Water Shortage Contingency Plan continues to include the six water shortage stages required by Section 10632 of the California Water Code, these amendments establish baseline conservation measures that remain in effect regardless of drought conditions. The proposed General Prohibitions in the Ordinance update would establish the following permanent water conservation requirements:

- Prohibit water runoff from landscaped areas onto streets, sidewalks, and other paved surfaces resulting from excessive irrigation or improperly maintained irrigation systems.
- Prohibit the washing of sidewalks, walkways, driveways, parking areas, and other paved surfaces, except when necessary for health or sanitary purposes. Any handheld hose used for such purposes must be equipped with a positive shutoff nozzle.
- Prohibit the use of potable water to irrigate nonfunctional turf on commercial, industrial, institutional, and certain common-area properties in accordance with the phased implementation schedule established by State law, beginning January 1, 2027.

State compliance dates:

- **January 1, 2027** – State-owned, local government, public agency, and public water system properties.
- **January 1, 2028** – Commercial, industrial, and remaining institutional properties.
- **January 1, 2029** – Common areas maintained by HOAs, common interest developments, and community service organizations.
- **January 1, 2031** – Public properties located within disadvantaged communities, or upon the availability of State funding, whichever occurs later.

To assist residents and businesses with the successful implementation of these water restrictions, there are water savings rebate programs available, free water use efficiency programs, and free landscape workshops, which can be found on the City's website under the Municipal Utilities Company at www.OntarioWaterWise.org.

Staff and Legal reviewed proposed changes to Chapter 8A, ensuring it meets state requirements. Staff recommends adoption of the proposed changes to the City's municipal code.

ENVIRONMENTAL REVIEW: The Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15378 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 8A, OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE CITY'S WATER CONSERVATION PLAN.

WHEREAS, California Constitution article X, section 2 and California Water Code section 100 provide that because of conditions prevailing in the state of California (the "State"), it is the declared policy of the State that the general welfare requires that the water resources of the State shall be put to beneficial use to the fullest extent of which they are capable, the waste or unreasonable use or unreasonable method of use of water shall be prevented, and the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and the public welfare; and

WHEREAS, pursuant to California Water Code section 106, it is the declared policy of the State that the use of water for domestic use is the highest use of water and that the next highest use is for irrigation; and

WHEREAS, pursuant to California Water Code section 375, the City of Ontario (the "City") is authorized to adopt and enforce a water conservation program to reduce the quantity of water used by persons within its jurisdiction for the purpose of conserving the water supplies of the City; and

WHEREAS, in 2021, the City found it necessary and appropriate amend Chapter 8A of Title 6 of the Municipal Code to implement and enforce a water conservation program, ("Water Conservation Plan") to reduce the quantity of water used by consumers within the City to ensure that there is sufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, pursuant to California Water Code section 350 the City Council is authorized to declare a water shortage emergency to prevail within its jurisdiction when it finds and determines that the City will not be able to or cannot satisfy the ordinary demands and requirements of water consumers without depleting the water supply of the City to the extent that there would be insufficient water for human consumption, sanitation, and fire protection, and as more fully set forth in the Water Conservation Plan; and

WHEREAS, the City is authorized to prescribe and define by ordinance restrictions, prohibitions, and exclusions for the use of water during a threatened or existing water shortage and adopt and enforce a water conservation and regulatory program to: (i) prohibit the waste of City water or the use of City water during such period; (ii) prohibit use of water during such periods for specific uses which the City may from time to time find to be nonessential, an unreasonable use, and unreasonable method of use, or a waste of water; and (iii) reduce and restrict the quantity of water used by those persons within the City for the purpose of conserving the water supplies of the City; and

WHEREAS, the California Urban Water Management Planning Act (Water Code § 10610, et seq.), mandates that every urban supplier of water providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare and adopt, in accordance with prescribed requirements, a Water Shortage Contingency Plan ("WSCP") as part of its Urban Water Management Plan;

WHEREAS, the City, an urban water supplier, adopted its WSCP, a detailed plan for how the City intends to act or respond to water shortage conditions;

WHEREAS, the Water Conservation Plan is one legal authority that enables the City to implement its WSCP;

WHEREAS, California Assembly Bill 1572 ("AB 1572"), as codified in the California Water Code sections 110 and 10608.14, declares the use of potable water to irrigate non-functional turf as wasteful and prohibits its use for the irrigation of nonfunctional turf at commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities, with certain limited exceptions;

WHEREAS, AB 1572 requires the City to amend its Water Conservation Plan to enforce the state-mandated prohibitions under Water Code section 10608.14;

WHEREAS, the City finds it is necessary to amend the its Water Conservation Plan, as set forth in Chapter 8A of Title 6 of the Municipal Code, to comply with AB 1572 and strengthen its ability to address water waste and promote efficient water use.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that the recitals discussed above are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Chapter 8A, of Title 6 of the Municipal Code is hereby amended to read as set forth in Exhibit A attached hereto (additions are shown in underline, deletions are shown in ~~striketrough~~) and by this reference made an operative part of this Ordinance.

SECTION 3. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 4. This Ordinance shall become effective immediately after its adoption by the City Council.

SECTION 5. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk 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 _____ day of _____ 2026.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A

Exhibit A

Sec. 6-8.20. Scope and title.

This chapter shall be known as "The Water Conservation Plan of the City of Ontario."
(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.21. Statement of policy and declaration of purpose.

(a) Because of the water supply conditions prevailing in the City and/or the area from which the City obtains a portion of its supply, the general welfare requires that the water resources available to the City of Ontario be put to the maximum beneficial use to the extent to which they are capable, and that the waste or unreasonable use, or unreasonable method of use of water be prevented and that the conservation of such water be practiced with a view to that reasonable and beneficial use thereof in the interest of the people of the City.

(b) The purpose of this chapter is to minimize the potential for a water shortage through the practice of water conservation, and to minimize the effect of a shortage of water supplies on the customers of the City. It is furthermore the intent of this chapter to adopt provisions that will significantly reduce the inefficient consumption of water, thereby extending the available water resources necessary for domestic, sanitation, and fire protection of the community to the greatest extent possible.

(c) This chapter shall be applicable to all persons within the City. For the purposes of this chapter, "person" means any natural person, property owner, renter, or lessee, as well as any corporation, partnership, government entity or subdivision, trust, estate, cooperative association, homeowners' association, joint venture, business entity, or other similar entity, or the property management company, property manager, agent, employee or representative of any of the above.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.22. Authorization.

(a) The City Council may declare a water shortage based on a determination by the Metropolitan Water District of Southern California, the Inland Empire Utilities Agency, the declaration of an executive order of the Governor, or the adoption of voluntary or mandatory water use restrictions by any state agency governing the use of water, or based upon any interruption in water supply or delivery that the City Council determines in its sole discretion necessitates water conservation pursuant to this chapter.

(b) In the event of an immediate emergency that causes an unplanned interruption of water supply, the City Manager is authorized to restrict water use and apportion the available supply of water among its customers in the most equitable manner possible to continue service fairly and without discrimination, except that preference shall be given to such service as is essential to the public interest and to the preservation of life and health.

Exhibit A

(c) A water shortage, including a water shortage emergency but excluding an immediate emergency, shall be declared by the adoption of a resolution of the City Council.

(1) A notice of a water shortage, other than a water shortage emergency, shall be published in a daily newspaper of general circulation within the City. Any restrictions on the use of water during a declared water shortage shall become effective immediately upon such publication.

(2) Notice of hearing to declare a water shortage emergency, other than an immediate emergency, shall be made in accordance with Water Code Section 351. Any restrictions on the use of water during a declared water shortage shall become effective immediately upon adoption unless otherwise be determined by the City Council.

(3) Nothing in this chapter shall be deemed to allow the use of potable water for the irrigation of nonfunctional turf where prohibited by state law.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.23. Definitions

(a) The following words or phrases, whenever used in this chapter, shall be construed as defined in this section unless from the context a different meaning is intended or unless a different meaning is specifically defined within individual sections of this chapter:

(1) “City Manager” shall mean the City Manager of the City of Ontario or his or her authorized designee.

(2) “Common area” shall mean that portion of common interest development or of a property owned or managed by a homeowners’ association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property.

(3) “Common interest development” shall mean any of the following:

- a) A community apartment project.
- b) A condominium project.
- c) A planned development.
- d) A stock cooperative.

(3) “Community service organization or similar entity” shall mean a nonprofit entity, other than an association, that is organized to provide services to residents of the common interest development or to the public in addition to the residents, to the extent community common area or facilities are available to the public.

(4) “Community space” shall mean an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings.

Exhibit A

- (5) “Customer” shall mean a person, firm, or corporation who is the recipient of water service from the City.
- (6) “Disadvantaged community” shall mean a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
- (7) “Functional turf” shall mean a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.
- (8) “Homeowners’ association” shall mean a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.
- (9) “Nonfunctional turf” shall mean any turf that is not functional turf, and includes turf located within street rights-of-way (e.g. medians and parkways) and parking lots.
- (10) “Potable water” shall mean water furnished to the customer which meets applicable local, state, and federal drinking water standards.
- (11) “Recycled water” shall mean water, which as a result of treatment of wastewater, is suitable for direct beneficial use or a controlled use that otherwise would not occur. The treatment of wastewater is accomplished in accordance with the Uniform Statewide Recycling Criteria set forth in Title 22, Division 4 of the California Code of Regulations.
- (13) “Recreational use area” shall mean an area designated by a property owner or governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses, playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal.
- (14) “Turf” shall mean a living ground cover surface of mowed grass.

Sec. 6-4. General prohibitions.

- (a) The following water conservation requirements are effective at all times and are permanent. Violations of this section constitute waste and unreasonable use:
 - (1) Non-recycling decorative fountains are prohibited in new water connections;
 - (2) Single-pass cooling systems are prohibited in new water connections;

Exhibit A

- (3) Conveyor and in-bay vehicle wash and commercial laundry systems that do not reuse water are prohibited in new water connections;
 - (4) No customer of the City shall cause or allow the water to run off landscape areas into adjoining streets, sidewalks or other paved areas due to incorrectly directed or maintained sprinkler or excessive watering;
 - (5) Except as required for health and sanitary purposes, washing of sidewalks, walkways, driveways, parking areas or other paved surfaces is prohibited. Any handheld hose used for such purposes shall be equipped with a positive shutoff nozzle; and
 - (6) The use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:
 - a) All properties owned by the Department of General Services, beginning January 1, 2027;
 - b) All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (e), beginning January 1, 2027;
 - c) All other institutional properties and all commercial and industrial properties beginning January 1, 2028;
 - d) All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029; and
 - e) All Properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.
- (b) No customer of the City shall make, cause, use, or permit the use of water from the City in a manner contrary to any provision of this chapter or in an amount in excess of the use permitted by any restriction provisions then in effect pursuant to the provisions of this chapter.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.25. Exceptions.

(a) The prohibited uses of water and water use restrictions provided within this chapter are not applicable for the use of recycled water or the use of potable water necessary for public health and safety or for essential government services such as police, fire, and other similar services.

Exhibit A

(b) Notwithstanding subdivision 6-8.24(a)(6), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.26. Voluntary conservation stage.

(a) All persons are encouraged to voluntarily limit the amount of water used to the amount absolutely necessary for health and safety, business operations, and irrigation. Except as otherwise provided in this chapter where a declared water shortage stage or water shortage emergency requires mandatory or other more stringent requirements, the following elements of conservation apply at all times on a voluntary basis by all persons within the City:

(2) Wash motor vehicles, trailers, boats and other types of mobile equipment using a hand held bucket or a hose equipped with a positive shutoff nozzle for quick rinses, or at the immediate premises of a commercial car wash or with recycled wastewater for approved uses.

(3) Avoid using water to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recycling system.

(4) Encourage restaurants, hotels, cafés, cafeterias or other public places where food is sold, served or offered for sale, to serve drinking water only to those customers expressly requesting water.

(5) Promptly repair all leaks from indoor and outdoor plumbing fixtures.

(6) Avoid watering lawn, landscape or other turf areas between 9:00 a.m. and 4:00 p.m.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.27. Stage 1 water supply shortage—water supply reduced up to ten percent (10%).

(a) During Stage 1, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that the City's water conservation goals are not being met by voluntary water conservation measures, or that the City's water supplies are likely to be reduced by up to ten percent (10%) or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All prohibitions and restrictions in § 6-8.24 shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

Exhibit A

(2) Washing of motor vehicles, trailers, boats and other types of mobile equipment shall be done only with a hand-held bucket or a hose equipped with a positive shutoff nozzle for quick rinses, except that washing may be done at the immediate premises of a commercial car wash or with reclaimed wastewater.

(3) No water shall be used to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recycling system.

(4) No restaurant, hotel, café, cafeteria or other public place where food is sold, served or offered for sale, shall serve drinking water to any patron unless expressly requested.

(5) Customers shall promptly repair all leaks from indoor and outdoor plumbing fixtures. Such leak shall be repaired in a timely manner after notification by the City, but in no case after notification in excess of seventy-two (72) hours for the first violation and then every seventy-two (72) hours thereafter for the second and third violations.

(6) Outdoor irrigation shall be prohibited between the hours of 9:00 a.m. and 4:00 p.m. In any event, such watering shall not be in excess of needs nor be of a manner that allows water to flow onto streets or other paved areas. Watering of a landscaped area with a hand-held hose equipped with a positive shutoff nozzle is permitted at any time of the day. This provision shall not apply to commercial nurseries, golf courses and other water-dependent industries.

(8) The use of water from fire hydrants shall be limited to fire fighting and related activities necessary to maintain the public health and safety. An exception may be made for construction use through a proper City-designated meter. The use of potable water for construction activities shall be restricted in areas where recycled water is available for such use.

(b) At any time during Stage 1, if the City Council determines that additional reductions in the amount the potable water being used are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the adoption and imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.28. Stage 2 water supply shortage–water supply reduced up to twenty percent (20%).

(a) During Stage 2, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than ten percent (10%) and up to (20%) in its water supplies or it has otherwise been requested or directed by an executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All prohibitions and restrictions in § [6-8.27](#) shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

Exhibit A

(2) Filling or refilling of empty swimming pools shall not occur without the written permission of the City Manager

(3) Outdoor irrigation shall be prohibited during and within forty-eight (48) hours following measurable rainfall.

(4) Operators of hotels and motels must provide guests with the option of choosing not to have towels and linens laundered daily and prominently display notice of this option.

(5) The use of potable water for irrigation outside of newly constructed homes and buildings shall be consistent with California Building Standards Commission and Department of Housing & Community Development.

(b) At any time during Stage 2, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the adoption and imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.29. Stage 3 water supply shortage—water supply reduced up to thirty percent (30%).

(a) During Stage 3, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than twenty percent (20%) and up to thirty percent (30%) in its water supplies or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All the prohibitions and restrictions in § [6-8.28](#) shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Outdoor irrigation shall be prohibited more than four (4) days a week.

(3) The use of water from fire hydrants shall be limited to fire fighting and related activities and other uses of water for municipal purposes shall be limited to activities necessary to maintain the public health, safety and welfare. Unless written permission has been granted by the City Manager, the use of potable water for construction activities and grading shall be prohibited.

(b) At any time during Stage 3, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the adoption and imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Exhibit A

Sec. 6-8.30. Stage 4 water supply shortage—water supply reduced up to forty percent (40%).

(a) During Stage 4, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than thirty percent (30%) and up to forty percent (40%) in its water supplies or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All the prohibitions and restrictions in § [6-8.29](#) shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Outdoor irrigation shall be prohibited more than two (2) days a week.

(3) Outdoor irrigation shall be limited to fifteen (15) minutes on watering days.

(4) No vehicles shall be washed unless it is taken to a carwash.

(b) At any time during Stage 4, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.31. Stage 5 water supply shortage—water supply reduced up to fifty percent (50%).

(a) During Stage 5, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than forty percent (40%) and up to fifty percent (50%) in its water supplies or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount.

(1) All the prohibitions and restrictions in § [6-8.30](#) shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Outdoor irrigation shall be prohibited more than one (1) day a week.

(b) At any time during Stage 5, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.32. Stage 6 water supply shortage emergency—water supply reduced more than fifty percent (50%).

Exhibit A

(a) During Stage 6, the following mandatory restrictions on the use of potable water shall be applicable when the City Council determines that it is likely that the City will suffer a reduction of more than fifty percent (50%) in its water supplies or it has otherwise been requested or directed by executive order or regulation of a state agency to reduce its potable water consumption or production by a specified amount. A water shortage emergency may be declared whenever the City Council finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the City to the extent that there would be insufficient water for human consumption, sanitation, and fire protection. A water shortage emergency may include an immediate emergency. An immediate emergency may occur as a result of a breakage or failure of a dam, pump, pipe line or conduit, a major earthquake, large-scale fire, or other so called "Act of God" which may have serious impacts on the City's available water supply.

(1) All the prohibitions and restrictions in § [6-8.31](#) shall be in effect provided that the more restrictive measures noted in this section shall take precedence.

(2) Unless otherwise permitted by a resolution of the City Council, outdoor irrigation shall be prohibited.

(3) Commercial nurseries shall be prohibited from the use of potable water for irrigation of outdoor, landscape and turf except by use of a hand-held hose equipped with a positive shutoff nozzle.

(4) The following nonessential uses of water shall be prohibited: the filling, cycling, filtering, or refilling swimming pools, spas, Jacuzzis, fountains or other like devices.

(b) At any time during Stage 6, if the City Council determines that additional reductions in the amount the potable water being used by customers are necessary, it may adopt a resolution establishing water use limitations and enforce those water use limitations by the imposition of a volumetric penalty established therein.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.33. Relief from compliance.

(a) A customer of the City may file a written application for relief in whole or in part, from the water use restriction provisions of this chapter. The City Manager shall review the request for a variance and take such steps as he or she deems reasonable to resolve the application for relief. The decision of the City Manager shall be final.

(1) For a variance from a compliance deadline imposed by subdivision 6-8.24(a)(6), the customer must submit with the written application proof, in a form satisfactory to the City Manager, that the California State Water Resources Control Board ("State Water Board") has postponed the compliance deadline for the customer pursuant to Water Code section 10608.14. A postponement granted by the State Water Board pursuant to Water Code section 10608.14 does not, by itself, provide relief from the requirements of this chapter.

Exhibit A

(b) Relief may be granted if the customer shows that he or she has achieved the maximum practical reduction in water consumption other than in the specific areas in which relief is being sought. No relief shall be granted to any customer who, when requested by the City Manager, fails to provide any information necessary for resolution of the customer's application for relief.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.34. Failure to comply.

(a) Each and every day that a violation of this chapter occurs or continues to occur shall be considered a new and separate offense. Except for any violation of water use limitations for which a volumetric penalty may be imposed, for each violation of this chapter the following civil penalties may be imposed by issuance of a citation and complaint:

(1) First violation. For a first violation, the City shall issue a written warning to the person.

(2) Second violation. For a second violation, the City shall impose a civil penalty in the amount of One Hundred Dollars (\$100.00).

(3) Third violation. For a third violation, the City shall impose a civil penalty in the amount of Two Hundred Dollars (\$200.00).

(4) Subsequent violations. For the fourth and any subsequent violation within one (1) year, the City shall impose a penalty in the amount of Five Hundred Dollars (\$500.00). In addition to the civil penalty, the City may also install a flow restricting device on the service of at the premises at which the violation occurred for a period of not less than forty-eight (48) hours. The City shall charge the responsible party the reasonable costs incurred for installing and removing the flow-restricting devices and for restoration of normal service. The charge shall be paid before normal service may be restored.

(b) Except for any violation of water use limitations for which a volumetric penalty may be imposed, the City shall give notice of a violation to the person committing the violation as follows:

(1) For a first violation, if the person committing the violation is a customer of the City, then notice shall be given in writing by regular mail or personal delivery to the address at which the customer is normally billed or at the address where the violation occurred. If the person committing the violation is not a customer of the City, or if the event is not related to a specific property, the notice may be sent to the last known address of the responsible party or personally delivered.

(2) Notice of second or subsequent violations shall be given by the issuance of a citation and complaint in accordance with § [6-8.34](#)(c) and (d).

Exhibit A

(3) Unless an appeal and/or hearing is requested pursuant to the provisions of § [6-8.35](#), any civil penalty(ies) imposed by the City shall be due and payable within thirty (30) days of the issuance of the citation and complaint.

(c) Except for any violation of water use limitations for which a volumetric penalty may be imposed, any notice of violation of this chapter shall be issued as a citation and complaint and shall:

(1) Identify the provision(s) of this chapter and any state law, if applicable, alleged to have been violated;

(2) State that continued noncompliance may result in civil, criminal, or administrative enforcement actions against the person who committed the violation, or the customer or the property owner and/or occupant of the property where the violation occurred;

(3) State a compliance date that must be met by the person who committed the violation, or the customer, or the property owner and/or occupant of the property where the violation occurred;

(4) Order remediation work, where applicable, that must be taken;

(5) State that the recipient has a right to request a hearing and appeal the matter as set forth in § [6-8.35](#);

(6) Include the address of the affected property and be addressed to the customer or the property owner as shown on the most recently issued equalized assessment roll or as may otherwise appear in the current records of the City. If the notice of violation applies to a responsible party who is not the property owner or a customer, or if the event is not related to a specific property, the notice may be sent to the last known address of the responsible party or personally delivered; and

(7) Be deemed served within ten (10) business days after posting on the property, if the property owner or occupant of the affected property cannot be located after the reasonable efforts of the City Manager.

(d) Any citation and complaint may be sent by regular mail or personal delivery. Service by regular mail is effective on the date of mailing. Service by personal delivery is effective on the date delivered. The citation and complaint, may include, where deemed applicable by the City Manager, the following terms and conditions.

(1) Specific steps or actions and time schedules for compliance as reasonably necessary to prevent future violations of this chapter; and

(2) Any other terms, conditions, or requirements reasonably calculated to prevent continued or threatened future violations of this chapter, including, but not limited to, discontinuing or limiting water service with the installation of a flow restricting device.

(e) Any volumetric penalty imposed shall be:

(1) Applicable to all potable water used in excess of the water use limitations as established by separate resolution of the City Council;

Exhibit A

- (2) Collected on the customer's water bill;
- (3) Due and payable as part of the customer's water bill;
- (4) The responsibility of the customer of record for the property where the violation occurred; and
- (5) Paid in addition to the water service fees the City imposes for the potable water delivered to the property where the violation occurred.
- (f) The receipt of a water bill with any applicable volumetric penalty shall serve as notice of violation of the adopted water use limitations as established by resolution of the City Council.
- (g) Any person who wishes to appeal the imposition of a volumetric penalty may do so pursuant to § [6-8.35](#). Notice of the right to a hearing and to appeal the imposition of a volumetric penalty shall be included in the customer's water bill.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.35. Appeal and hearing regarding violations.

- (a) Any person receiving notice of a violation of this chapter and the imposition of a civil penalty or volumetric penalty, shall have a right to a hearing by the City Manager to appeal the imposition of any civil penalty. Any request for a hearing must be submitted to the City within fifteen (15) days of mailing or other delivery of the citation and complaint or water bill, as applicable. Additional documentation may be requested at the discretion of the City Manager.
- (b) The timely written request for a hearing shall automatically stay installation of flow-restricting device on the premises where the violation occurred and imposition of the civil penalty or volumetric penalty until after the City Manager renders his or her decision. The hearing shall be held no sooner than thirty (30) days after the issuance of the citation and complaint or water bill, as applicable.
- (c) The decision of the City Manager shall be final and shall be memorialized in a final order. If the appeal is denied, then within ten (10) days after issuance of the final order, the person shall pay any civil penalty(ies) imposed by the City.
- (d) The provisions of Section 1094.5 of the Code of Civil Procedure of the State of California shall be applicable to judicial review of the final order.
- (e) Non-payment of any civil penalty or volumetric imposed pursuant to this chapter shall be subject to the same remedies available to the City as for non-payment of basic water service fees.

(§ 2, Ord. 2907, eff. June 16, 2009, as amended by § 2, Ord. 3027, eff. October 1, 2015 and § 2, Ord. 3196, eff. December 7, 2021)

Sec. 6-8.36. Remedies are not exclusive.

Exhibit A

In addition to any other remedies provided in this chapter or available under applicable law, the City may alternatively seek injunctive relief in the Superior Court or take enforcement action, including discontinuing or appropriately limiting water service to any customer, or installing a flow restricting device. All remedies provided herein shall be cumulative and not exclusive.

(§ 2, Ord. 3027, eff. October 1, 2015, as amended by § 2, Ord. 3196, eff. December 7, 2021)

CITY OF ONTARIO

Agenda Report
September 1, 2026

SECTION:
PUBLIC HEARINGS

Department: Economic Development
Prepared By: Karla Tavera
Department:
Prepared By: Karla Tavera
Staff Member Presenting: Jennifer McLain
Hiramoto, Economic Development Director
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 15

SUBJECT: A PUBLIC HEARING TO CONSIDER A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE CITY OF ONTARIO AND ARCHIBALD PROPERTY, LLC.

RECOMMENDATION: That the City Council adopt a Resolution authorizing the City Manager to execute a Purchase and Sale Agreement ("PSA") and Joint Escrow Instructions, and authorize the City Manager, or his designee, to execute and implement any and all contracts, agreements, and other documents required to effectuate the Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Invest in the Growth and Evolution of the City's Economy

Operate in a Businesslike Manner

Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The City is selling the property for \$15,972,678. If approved, the revenue from the land sale proceeds will be included in the Economic Development Activities Fund at a future quarterly budget update to City Council for approval as needed.

BACKGROUND & ANALYSIS: The City of Ontario is committed to expanding access to high-quality dining, retail, and commercial amenities. In 2018, approximately 25 acres north of I-10 at the southwest corner of Archibald Avenue and Inland Empire Boulevard were acquired by a major furniture retailer for development of a retail store. Following the COVID-19 pandemic, the retailer instead proposed a distribution center at the site as a response to the increase need to serve the Southern California market. Because a distribution center was not a permitted use and was inconsistent with the City's vision for the area, City Staff did not support the proposed change in use. The City subsequently acquired the property to facilitate development consistent with the Specific Plan and ensure a high-quality project at this prominent location.

The City Council is being asked to approve a Purchase and Sale Agreement and Joint Escrow Instructions ("PSA") between the City of Ontario ("Seller") and Archibald Property, LLC. ("Buyer") for 8.64 acres of vacant real property located at 2350-2630 East Inland Empire Boulevard ("Property").

The Property is located within an area designated by the Meredith International Specific Plan ("Specific Plan") for a mix of high-end dining and retail uses complemented by resort-style residential development.

The proposed commercial project has been fully entitled and consists of three, two-story buildings totaling approximately 50,000 square feet. The buildings are located adjacent to Inland Empire Boulevard, and organized around a central plaza and interconnected outdoor gathering spaces, creating a walkable, pedestrian-oriented environment. Building entrances, outdoor dining areas, landscaped walkways, plazas, and pedestrian paseos are designed to activate Inland Empire Boulevard and connect the development internally. Surface parking is primarily located along the southern portion of the site and adjacent to the I-10 Freeway, reducing its visibility from Inland Empire Boulevard and allowing the buildings, landscaping, and pedestrian spaces to define the project frontage.

The proposed development advances the Specific Plan's vision for a distinctive commercial destination featuring high-quality dining, retail, and pedestrian-oriented gathering spaces. It also builds upon the positive economic development momentum in the area, including the completion of the recent 256-key Hyatt House/Hyatt Place, the addition of new auto dealers such as Genesis of Ontario, and soon the expanded entertainment district, Capital City, at the Toyota Arena.

The proposed deal points include:

- Purchase Price for approximately 8.64 acres: \$15,972,678. This property will serve as the location for the 50,000 SF of commercial.
- This Property will serve as the location for the 50,000 square foot commercial development, surface parking, and digital billboard sign.

Economic Opportunity Statue: California law gives cities the authority to acquire and dispose property for the benefit of economic opportunity.

This Agreement has been noticed pursuant to California Government Code, Sections 52200.2(b) and 52201, and findings show that it will result in the creation of economic opportunity through temporary construction jobs, permanent commercial jobs, property tax, sales tax and new visitors. As used in this statute, "economic opportunity" means any of the following:

(a) Development agreements, loan agreements, sale agreements, lease agreements, or other agreements that create, retain, or expand new jobs, in which the legislative body finds that the agreement will create or retain at least one full-time equivalent, permanent job for every thirty-five thousand dollars (\$35,000) of city, county, or city and county investment in the project after full capacity and implementation.

(b) Development agreements, loan agreements, sale agreements, lease agreements, or other agreements that increase property tax revenues to all property tax collecting entities, in which the legislative body finds that the agreement will result in an increase of at least 15% of total property tax resulting from the project at full implementation when compared to the year prior to the property being acquired by the government entity.

In this case, the Economic Summary Report, prepared in conformance with Government Code Section 52201(a)(2), was made available for the public's review and demonstrates that 1) the City is not subsidizing the sale or proposed project development and 2) approximately 725 jobs (permanent and temporary) will be created and tax revenue to all tax collecting entities will be increased by at least 15% at full project implementation which compared to the year before the City acquired the Property.

Environmental Review: The environmental impacts of this project were previously reviewed in conjunction with an Addendum to the Meredith International Centre Specific Plan Environmental Impact Report (State Clearinghouse No. 2014051020) adopted by City Council on June 16, 2026, in conjunction with File No. PSPA25-005. This Application introduces no new significant environmental impacts.

The PSA is in substantially final form subject to minor changes by the City Manager with concurrence from the City Attorney. As such, Staff recommends approval of the Agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF ONTARIO AND ARCHIBALD PROPERTY, LLC, FOR THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 2350-2360 EAST INLAND EMPIRE BOULEVARD, ONTARIO.

WHEREAS, the City of Ontario ("City"), currently owns 8.64 acres of certain real property generally located at 2350-2360 East Inland Empire Boulevard, Ontario (a portion of APN's 0110-321-19 and 0110-321-74) and more specifically described in Exhibit A attached to this Resolution and incorporated herein by this reference ("Property"); and

WHEREAS, the City wishes to sell 8.64 acres of the Property to Archibald Property, LLC ("Purchaser") under the Economic Opportunity statutes (Government Code sections 52200 *et seq.*) (the "EO Statutes"); and

WHEREAS, the City and Purchaser have negotiated a Purchase and Sale Agreement (the "Agreement"). The Agreement provides for the sale of the 8.64 acres of the Property at a fair market value price of \$15,972,678; and

WHEREAS, on August 17, 2026 and August 24, 2026, the City published notice of the public hearing to consider the disposition of the Property pursuant to the Agreement; and

WHEREAS, Purchaser's proposed acquisition and of the Property is in the best interest of the City and of the health, safety and welfare of its residents, and is in accordance with the public purposes set forth in applicable law. Approval of the Agreement and will further the goals and objectives of the City's general plan and the goals and objectives of the City by selling land that was acquired specifically for economic development purposes, and following the sale and development to the site will create hundreds of jobs for the local community and generate additional tax revenue for the City and all the taxing entities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Findings. The City intends to sell and the Property to Purchaser and, based on the Recitals and all other information and testimony provided, the City finds that the sale and of the Property pursuant to the Agreement and will further the goals and purposes of the City, by putting land that is not being used by the City into the hands of Purchaser for potential future development and economic opportunity. The sale and development of the Property will create economic opportunity by assisting in the elimination of blighting conditions, encouraging private investment, and expanding the community's tax base and economic vitality.

SECTION 3. Hearing. In accordance with Government Code Section 52201, a duly noticed public hearing was held by the City Council on September 1, 2026.

SECTION 4. CEQA. The environmental impacts of this project were previously reviewed in conjunction with an Addendum to the Meredith International Centre Specific Plan Environmental Impact Report (State Clearinghouse No. 2014051020) adopted by City Council on June 16, 2026, in conjunction with File No. PSPA25-005.

SECTION 5. Economic Opportunity Findings and Acceptance of the Economic Opportunity Report. The City finds that the Economic Opportunity Report, prepared pursuant to Government Code Section 52201, that the approval of this agreement will create approximately 725 new jobs after full capacity and implementation of the proposed development of the Property. Additionally, the sale of land and development of the Property will result in an increase of at least 15 percent of total property tax resulting from the project at full implementation when compared to the year prior to the property being acquired by the government entity.

SECTION 6. Approval of Agreement. The City Council hereby approves the Agreement in substantially the final form, subject to any non-substantive revisions which do not increase the City 's liability and are approved by the City Attorney, and authorizes the City Manager to sign and enter into the Agreement and perform the obligations of the City under the Agreement.

SECTION 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED AND ADOPTED this 1st day of September 2026

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 1, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held September 1, 2026.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"
Description of the Property

Parcel 1

BEING A PORTION OF PARCEL 16 AND A PORTION OF PARCEL 17, BOTH PARCEL MAP NO. 19612, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 244, PAGES 40 THROUGH 53, INCLUSIVE OF PARCEL MAPS, TOGETHER WITH A PORTION OF LOT 2, BLOCK 22, AS PER MAP FILED IN BOOK 35, PAGES 50 THROUGH 56, INCLUSIVE OF TRACT MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF ARCHIBALD AVENUE AND INLAND EMPIRE BOULEVARD, AS SHOWN ON SAID PARCEL MAP NO. 19612;

THENCE, ALONG THE CENTERLINE OF SAID INLAND EMPIRE BOULEVARD, NORTH 89°47'20" WEST 1461.64 FEET;

THENCE SOUTH 00°12'40" WEST 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID INLAND EMPIRE BOULEVARD, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°12'40" WEST 274.68 FEET;

THENCE, PARALLEL TO SAID RIGHT-OF-WAY LINE, NORTH 89°47'20" WEST 683.45 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 756.96 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 67°30'29" WEST;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°44'44", AN ARC LENGTH OF 89.12 FEET;

THENCE, CONTINUING ALONG SAID WEST LINE AND THE WEST LINE OF SAID PARCEL 16, THE FOLLOWING COURSES:

NORTH 29°25'36" EAST 80.01 FEET;

NORTH 54°32'01" EAST 155.23 FEET;

NORTH 00°13'51" EAST 34.03 FEET TO SAID SOUTH RIGHT-OF-WAY LINE;

THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89°47'20" EAST 479.74 TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 162,459 SQUARE FEET OR 3.73 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



ANTHONY HARO, P.L.S. 7635
DATE PREPARED: 05/29/2026



Parcel 2

BEING A PORTION OF PARCEL 16 OF PARCEL MAP NO. 19612, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 244, PAGES 40 THROUGH 53, INCLUSIVE OF PARCEL MAPS, TOGETHER WITH A PORTION OF LOT 2, BLOCK 22, AS PER MAP FILED IN BOOK 35, PAGES 50 THROUGH 56, INCLUSIVE OF TRACT MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF ARCHIBALD AVENUE AND INLAND EMPIRE BOULEVARD, AS SHOWN ON SAID PARCEL MAP NO. 19612;

THENCE, ALONG THE CENTERLINE OF SAID INLAND EMPIRE BOULEVARD, NORTH 89°47'20" WEST 1941.36 FEET;

THENCE SOUTH 00°13'51" WEST 84.03 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 16;

THENCE CONTINUING ALONG SAID WEST LINE AND THE WEST LINE OF SAID LOT 2, THE FOLLOWING COURSES:

SOUTH 54°32'01" WEST 155.23 FEET;

SOUTH 29°25'36" WEST 80.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 756.96 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°44'44", AN ARC LENGTH OF 89.12 FEET TO THE **POINT OF BEGINNING**;

THENCE, THE FOLLOWING COURSES:

SOUTH 89°47'20" EAST 566.30 FEET;

SOUTH 00°12'40" WEST 230.15 FEET;

SOUTH 78°05'36" WEST 18.46 FEET;

SOUTH 11°54'24" EAST 45.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE SOUTH LINE OF SAID LOT 2;

THENCE, ALONG SAID SOUTH LINE, SOUTH 78°08'03" WEST 1.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 915.00 FEET;

THENCE, CONTINUING ALONG SAID SOUTH LINE, SOUTH 88°02'44" WEST 434.80 FEET TO THE WEST LINE OF SAID LOT 2;

THENCE, ALONG SAID WEST LINE, NORTH 09°03'01" EAST 281.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 756.96 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°54'34", AN ARC LENGTH OF 91.28 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 213,745 SQUARE FEET OR 4.91 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


ANTHONY HARG, P.L.S. 7635
DATE PREPARED: 05/29/2026



AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This Agreement of Purchase and Sale and Joint Escrow Instructions (this “**Agreement**”) is dated as of September 1, 2026 (the “**Effective Date**”) and is being entered into by and between ARCHIBALD PROPERTY, LLC, a Delaware limited liability company, and/or its assignee (“**Archibald**”), and THE CITY OF ONTARIO, a California municipal corporation (“**Seller**”).

RECITALS

A. Seller is the fee owner of that certain real property located at 2350-2630 East Inland Empire Boulevard, City of Ontario (“**City**”), County of San Bernardino (the “**County**”), State of California (the “**State**”), and more particularly described on Exhibit “A” attached hereto (the “**Land**”), together with all improvements located thereon (the “**Improvements**”, and together with the Land, collectively, the “**Real Property**”). For purposes of this Agreement, the term “**Property**” shall mean and include (i) the Real Property, (ii) any personal property owned by Seller and used in connection with the Real Property (the “**Personal Property**”), (iii) any and all privileges, easements, rights of way and other appurtenances used in connection with the Real Property, (iv) all of the interest of Seller in any mineral rights, air and water rights, development rights and land use entitlements that relate to the Real Property (the “**Appurtenances**”), and (v) all of the interest of Seller in any and all rights, warranties, guaranties, deposits, approvals, entitlements, surveys, plans and specifications, licenses, permits or other rights relating to the ownership, use and operation of all or any part of the Real Property (each as hereinafter defined) (collectively, the “**Intangible Property**”).

B. Archibald desires to purchase, and Seller desires to sell to Archibald, the Archibald Land (as hereinafter defined) and the Property relating thereto (collectively, the “**Archibald Property**”) which is approximately 8.64 acres and described in Exhibit “B” on the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Archibald and Seller agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth in this Section 1:

1.1 “**Affiliate**” means and refers to any person or entity, directly or indirectly, Controlling or Controlled by or under common Control with the relevant party, whether by direct or indirect ownership of equity interests, by contract or otherwise.

1.2 “**Approved Project**” means the commercial development on the Archibald Property consistent with the plans and specifications set forth on Exhibit “C” attached hereto (the “**Plans and Specifications**”) that have been submitted to Seller.

1.3 “**Archibald Address**” means:

ARCHIBALD PROPERTY, LLC
6100 S. Malt Ave.
Commerce, CA 90040
Attention: Hilario Navarro

With copy to:

Cummins & White, LLP
2424 S.E. Bristol Street, Suite 300
Newport Beach, CA 92660
Attn: Fred M. Whitaker, P.C.

1.4 **“Archibald Closing Date”** means on or before tenth (10th) business day after the Commercial Entitlements Condition (as hereinafter defined) has been satisfied or waived. The Archibald Closing Date may be modified by mutual agreement of the Parties.

1.5 **“Archibald Deposit”** has the meaning set forth in Section 2.1 of this Agreement.

1.6 **“Control”** means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

1.7 **“Controlling” and “Controlled”** mean and refer to exercising or having Control.

1.8 **“Escrow Holder”** means Commonwealth Land Title Insurance Company.

1.9 **“Escrow Holder’s Address”** means:

Commonwealth Land Title Insurance Company
4400 MacArthur Blvd., Suite 800
Newport Beach, CA 92660
Attn: Grace Kim
Email: gukim@cltic.com

1.10 **“Opening of Escrow”** means the date on which a fully executed copy of this Agreement is delivered to Escrow Holder by Seller and Archibald, which shall occur no later than five (5) days after the Effective Date.

1.11 **“Purchase Price”** means Fifteen Million Nine Hundred Seventy Two Thousand Six Hundred Seventy-Eight and No/100 Dollars (\$15,972,678.00).

1.12 **“Seller’s Address”** means:

City of Ontario
303 East “B” Street
Ontario, California 91761

Attention: City Manager
Email: sochoa@ontario.ca.gov
Phone: (909) 395-2555

With a copy to:

Best Best & Kreiger, LLP
18101 Von Karman Avenue, Suite 1000
Irvine California 92614
Attention: Elizabeth Wagner Hull
Email: elizabeth.hull@bbklaw.com
Phone: (949) 263-2600

1.13 “Title Company” means Commonwealth Land Title Insurance Company.

1.14 “Title Company’s Address” means:

Commonwealth Land Title Insurance Company
4400 MacArthur Blvd., Suite 800
Newport Beach, CA 92660
Attn: _____
Email: _____

2. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell the Archibald Property (as hereinafter defined) to Archibald, and Archibald hereby agrees to purchase the Archibald Property from Seller.

2.1 Deposit. Within two (2) business days following the Opening of Escrow, Archibald shall deliver an earnest money deposit to Escrow Holder in the amount of \$50,000.00 in the form of immediately available funds (together with any and all interest earned thereon, the “**Archibald Deposit**”). The Archibald Deposit shall be non-refundable, except to the extent otherwise expressly set forth in this Agreement. The Archibald Deposit shall be applied in full to the Purchase Price at the Archibald Close of Escrow. Notwithstanding any provision set forth in this Agreement to the contrary, a portion of the Archibald Deposit in the total sum of One Hundred and No/100 Dollars (\$100.00) (the “**Independent Contract Consideration**”) shall be non-refundable, and shall be deemed bargained for and agreed to as consideration for Seller’s entering into this Agreement with Archibald. The Independent Contract Consideration is in addition to and independent of all other consideration provided in this Agreement and is nonrefundable in all events.

2.2 Balance. On or before the Archibald Closing Date, Archibald shall deposit in the form of immediately available funds into the Archibald Escrow (as hereinafter defined) the balance of the Purchase Price and such other funds for which Archibald is responsible under this Agreement (collectively, the “**Archibald Cash Balance**”) to close the transaction subject to all other adjustments, prorations and chargeable costs expressly set forth in this Agreement, relating to the Archibald Closing (as hereinafter defined).

2.3 Interest. All funds received from or for the account of Archibald shall be deposited by Escrow Holder in an interest-bearing account with a federally insured bank reasonably approved by Archibald. All interest accrued on the Archibald Deposit shall be the property of Archibald and shall be credited to the Purchase Price allocated to the Archibald Property.

3. Escrow; Conditions to the Close of Escrow.

3.1 Escrow. Within five (5) days from the Effective Date, Archibald and Seller shall deposit this Agreement (or a PDF copy thereof) with Escrow Holder, and this Agreement shall constitute the joint escrow instructions of Archibald and Seller to Escrow Holder to open an escrow for the sale of the Archibald Property by Seller to Archibald pursuant to the terms of this Agreement (the “**Archibald Escrow**”). Upon Escrow Holder’s receipt of the Archibald Deposit and Escrow Holder’s written acceptance of this Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. Archibald and Seller may agree to execute such additional and supplementary escrow instructions as may be reasonably appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, if there is any conflict or inconsistency between any such additional and/or supplementary escrow instruction and this Agreement, then this Agreement shall control.

3.2 Close of Escrow. So long as the conditions to the Archibald Close of Escrow set forth in this Agreement have been satisfied or waived in writing by each party intended to be benefited thereby, the sale by Seller of the Archibald Property to Archibald, shall close (“**Archibald Close of Escrow**” or “**Archibald Closing**”) on the Archibald Closing Date.

4. Inspections and Project Entitlements.

4.1 Property Access and Physical Inspection.

(a) During the pendency of this Agreement, (i) Archibald, and its respective representatives, agents, officers, employees, members, partners and designees shall have the right, to enter upon the Archibald Property, at the sole cost of Archibald, for any purpose in connection with its proposed purchase, development or operation of the Archibald Property, including, without limitation, the right to make such inspections, investigations and tests as Archibald may elect to make or obtain, including without limitation, environmental (Phase I and/or Phase II), soils, seismic, geologic and engineering tests, analyses and studies and (ii) Archibald and its respective representatives, agents, officers, employees, members, partners and designees shall also be entitled to communicate directly with any governmental authorities in connection with Archibald’s proposed purchase, development or operation of the Archibald Property. Archibald shall promptly repair any damage to the Archibald Property caused by its respective inspections and investigations of the Archibald Property to substantially similar conditions as immediately prior to the applicable inspection or investigation.

(b) Archibald hereby agrees to indemnify Seller from any and losses, costs and damages (including reasonable out-of-pocket attorneys’ fees but excluding any consequential, speculative, special, indirect or punitive damages unless such damages are payable to a third party) to the extent caused by such entry by Archibald or its representatives, agents,

officers, employees, members, partners or designees prior to Closing; provided, however, the foregoing indemnity shall not apply with respect to any claims arising out of the mere discovery of any adverse condition at the Archibald Property, any preexisting conditions at the Property or any acts or omissions of Seller or Archibald, or their respective officers, directors, shareholders, agents or employees, or any other third party not acting on behalf of Archibald.

(c) Archibald has approved all of the exceptions set forth in the title commitment attached hereto as Exhibit "D" (the "**Title Commitment**") except for the following exceptions [] (the "**Initial Unpermitted Exceptions**"). As used herein "**Permitted Exceptions**" shall mean such exceptions that Archibald have approved pursuant to the foregoing sentence and such exceptions that are deemed Permitted Exceptions pursuant to Section 4.1(d) below.

(d) In the event that any update of the Title Commitment shows any new matters or conditions, Archibald shall deliver notice (each such notice, a "**Title Update Notice**") thereof to Seller on or prior to the date that is five (5) business days after Archibald, receives such update of the Title Commitment (and if Archibald, fails to deliver such notice within such five (5) business day period, then Archibald, shall be deemed to have accepted such new matters or conditions as Permitted Exceptions with respect to Archibald). Seller shall have five (5) business days following the receipt of any Title Update Notice in which to give Archibald (a "**Title Update Response**") that Seller will either: (A) cause such new matter or condition to be deleted from the Title Policy(ies) at or prior to the Archibald Closing , or insured against by the Title Company effective as of the Archibald Closing, or (B) not cause such new matter or condition to be deleted from the Title Policy(ies) at or prior to the Archibald Closing or to the extent reasonably satisfactory to Archibald insured against by the Title Company effective as of the Archibald Closing, with respect to Archibald's fee interest in the Archibald Property . If Seller gives a Title Update Response pursuant to the foregoing clause (A), then Seller will cause such new matter or condition to be deleted from the Title Policy(ies) or insured against by the Title Company effective as of the Archibald Closing. Archibald will deliver written notice to Seller on or before the date that is five (5) business days following the earlier of the expiration of such five (5) business day period or the delivery of the Title Update Response either: (1) terminating this Agreement with respect to Archibald only, in which case this Agreement shall terminate with respect to Archibald only and the Archibald Deposit shall be returned to Archibald, or (2) waiving the right to terminate this Agreement with respect to Archibald only as a result of any such new matter or condition. If Archibald fails to deliver a notice terminating this Agreement pursuant to clause (1) above within said five (5) business day period, then Archibald shall be deemed to have waived the right to terminate this Agreement with respect to Archibald pursuant to clause (1) above with respect to the applicable new matter or condition. If Archibald elects to waive the right (or is deemed to have elected to waive the right) to terminate this Agreement with respect to Archibald only pursuant to clause (1) above with respect to the applicable new matter or condition, then any such new matter or condition previously objected to by Archibald shall become a Permitted Exception with respect to Archibald. Notwithstanding anything to the contrary contained herein, the Archibald Closing Date shall be automatically extended as necessary to provide Archibald and Seller with the full time periods set forth in this Section 4.1(d).

(e) **Due Diligence, No Reliance.** Archibald acknowledges and agrees that it has had the opportunity to conduct any inspections, investigations, and tests of the Archibald Property as it deems necessary or appropriate pursuant to this Section 4, including, without limitation, environmental, soils, seismic, geologic and engineering tests, analyses and studies. Archibald shall rely solely and exclusively upon their own inspections, investigations, and due diligence in determining the condition and suitability of the Archibald Property for their respective intended uses and developments. Seller makes no representation or warranty regarding the condition of the Archibald Property or its suitability Archibald intended use or development of the Archibald Property, except as expressly set forth herein. Archibald acknowledges and accepts this is an “AS IS,” “WHERE IS” and “SUBJECT TO ALL FAULTS” sale of the Archibald Property.

5. Project Entitlements.

5.1 Commercial Entitlements Condition. It shall be a condition precedent to Archibald obligation to consummate the acquisition of the Archibald Property, for the sole benefit of Archibald, that Archibald shall have obtained all necessary and Final (as hereinafter defined) project entitlements, permits, and approvals from Seller and all other applicable governmental authorities (collectively, the “**Commercial Project Entitlements**”) required by Archibald to develop and construct the portion of the Approved Project (such condition precedent, the “**Commercial Entitlements Condition**”).

5.2 Project Entitlements: Seller Covenants. Seller, in its proprietary capacity as the owner of the Property and its regulatory capacity as a municipal corporation, hereby covenants and agrees to: (a) cooperate with Archibald’s efforts to process, the Commercial Project Entitlements (including, without limitation, executing such applications and other instruments Archibald may reasonably deem to be necessary or useful in connection with its respective efforts to pursue the Commercial Project Entitlements; and (b) expedite, to the extent reasonably feasible, the processing of all applications for the Commercial Project Entitlements, including, but not limited to, any required parcel maps, lot line adjustments, zoning changes, or environmental reviews. The Commercial Project Entitlements shall include, without limitation, all approvals necessary for the Project as proposed by Archibald, and pursuant to any applications and plans submitted to Seller, including: restaurant and retail space, including all required or associated on-site and off-site improvements, hardscape, and landscaping. The Commercial Project Entitlements shall not be deemed “**Final**” until: (i) Seller has filed a Notice of Determination or Notice of Exemption (as applicable) in accordance with the California Environmental Quality Act (“**CEQA**”) and has delivered a date-stamped copy of the same, along with proof of posting from the San Bernardino County Clerk, to Archibald, (ii) all applicable administrative appeal periods and all applicable CEQA statute of limitations periods for filing a judicial challenge have expired without an appeal or legal challenge being filed; provided, however, that if any appeal or legal challenge has been timely filed, this clause (ii) shall not be satisfied until such appeal or legal challenge has been finally resolved and no further administrative appeal or judicial challenge remains pending; and (iii) if no administrative appeal or judicial challenge has been filed, Seller has delivered to Archibald a ‘Certificate of No Appeal’ or written confirmation from the City Manager’s office certifying the same.

5.3 Entitlements Outside Date. If, as of October 31, 2026 (the “**Entitlements Outside Date**”), the Commercial Entitlements Condition as applicable to Archibald has not been satisfied, then either Seller or Archibald may terminate this Agreement as between Seller and Archibald. The Archibald Deposit shall be returned to Archibald. The City Manager shall have the authority to approve reasonable extensions of the Entitlements Outside Date in accordance with Section 28 of this Agreement.

6. Escrow Instructions.

6.1 Documents and Funds to be Delivered. The following shall be delivered into the Archibald Escrow in connection with the transfer of the Archibald Property in accordance with the terms and conditions of this Agreement:

6.1.1 Deliveries by Seller. At least one (1) business day prior to the Archibald Closing Date Seller shall deposit into the Archibald Escrow pertaining to the Archibald Property.

(a) one (1) or more original grant deeds (individually or collectively as the context so requires, the “**Deed**”) with respect to the Archibald Property in recordable form, duly executed by Seller and acknowledged and in form of Exhibit “E” attached hereto ;

(b) two (2) originals of a bill of sale and general assignment (individually or collectively as the context so requires, the “**General Assignment and Bill of Sale**”), duly executed by Seller in the form of Exhibit “F” attached hereto, conveying to Archibald the Personal Property, Appurtenances and Intangible Property with respect to the Archibald Property;

(c) one (1) original of an affidavit from Seller relating to each Deed which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended (the “**FIRPTA**”) in the form of Exhibit “G” attached hereto;

(d) one (1) original of a California Form 593-C (the “**593-C**”) relating to each Deed duly completed and executed by Seller;

(e) one (1) original certificate duly executed by Seller relating to the Deed certifying, for the benefit of Archibald, that the representations and warranties of Seller contained in Section 8 below in favor of Archibald, are true and correct as of the Archibald Closing Date; and

(f) such other instruments and documents as may be reasonably requested by Escrow Holder or Title Company, or Archibald, that are reasonably required to transfer the Archibald Property to Archibald, in accordance with this Agreement, including, without limitation, any affidavits and lien indemnifications as the Title Company may require to issue each Title Policy (as hereinafter defined) and any and all authority documents as Archibald, or Title Company may require.

6.1.2 Deliveries by Archibald. At least one (1) business day prior to the Archibald Closing Date (except as provided below), Archibald shall deposit into the Archibald Escrow:

- (a) a completed Preliminary Change of Ownership Report duly executed by Archibald as to the Archibald Property;
- (b) such other instruments as are reasonably required by Escrow Holder or Title Company to consummate the Archibald Closing; and
- (c) the Archibald Cash Balance, provided that the Archibald Cash Balance shall be delivered in the time and manner set forth in Section 2.2 of this Agreement.

6.1.3 Closing Statement. At least three (3) business days prior to the Archibald Close of Escrow, Escrow Holder shall deliver to Seller and Archibald a pro forma closing statement which sets forth the prorations and other credits and debits contemplated by this Agreement for the Archibald Closing, which closing statement shall be subject to the written approval of Seller and Archibald prior to the Archibald Close of Escrow. Upon the request of either Seller or Archibald, separate closing statements shall be prepared for Seller and Archibald for the Archibald Closing.

6.2 Additional Conditions to Close.

6.2.1 Archibald Conditions to Close of Escrow. Archibald Close of Escrow shall not occur, unless and until the following conditions precedent and contingencies in favor of Archibald have been satisfied or waived in writing by Archibald:

- (a) All instruments described in Section 6.1.1 to be delivered by Seller relating to the Archibald Close of Escrow shall have been timely delivered to Escrow Holder;
- (b) As of the Archibald Closing, Seller shall not be in default in the performance of any material covenant or agreement to be performed by Seller in favor of Archibald under this Agreement;
- (c) On the Archibald Closing Date, all representations and warranties made by Seller in Section 8 hereof in favor of Archibald shall be true and correct in all material respects as if made on and as of the Archibald Closing Date;
- (d) The Title Company is irrevocably committed to issue to Archibald (and/or Archibald assignee and/or designee) the Title Policies for the fee interest in the Archibald Land as set forth in Section 6.4 below;
- (e) The Commercial Entitlements Condition has been satisfied or waived;
- (f) No material adverse change shall have occurred between the Effective Date and the Archibald Closing with respect to the Archibald Property (or the condition of title thereto);

(g) The conveyance of the Archibald Land as contemplated herein shall be in compliance with the California Subdivision Map Act;

(h) A metes and bounds legal description or lot and block legal description shall have been approved by each of Seller and Archibald with respect to the Archibald Land; and

(i) All necessary and customary easements, cross-easements, covenants, conditions and restrictions relating to access to public roads, reciprocal access, utilities and the maintenance of the Archibald Property have been recorded.

If any of the conditions set forth in this Section 6.2.1 are not timely satisfied, Archibald may elect to terminate this Agreement in which event the Archibald Deposit shall be refunded to Archibald.

6.2.2 Seller's Conditions: Sale to Archibald. The sale by Seller of the Archibald Property to Archibald on the terms and conditions of this Agreement shall not occur, unless and until the following conditions precedent and contingencies in favor of Seller have been satisfied or waived in writing by Seller:

(a) All funds and instruments described in Section 6.1.2 to be delivered by Archibald have been delivered to the Escrow Holder;

(b) As of the Archibald Closing, Archibald shall not be in default in the performance of any material covenant or agreement to be performed by Archibald under this Agreement; ; and

(c) On the Archibald Closing Date, all representations and warranties made by Archibald in Section 9 hereof shall be true and correct in all material respects as if made on and as of the Archibald Closing Date.

If any of the conditions set forth in this Section 6.2.2 are not timely satisfied, subject to Section 7.2 below, Seller may elect to terminate this Agreement as between Seller and Archibald in which event the Archibald Deposit shall be refunded to Archibald.

6.3 Recordation and Transfer.

6.3.1 Archibald Close of Escrow. Upon satisfaction or waiver of all of the respective conditions set forth in Section 6.2.1 and 6.2.2, above, Escrow Holder shall perform the following actions:

(a) Cause the Deed relating to the Archibald Land to be recorded in the Official Records of the County;

(b) Deliver to: (i) Archibald one (1) fully executed original of the General Assignment and Bill of Sale relating to the Archibald Property, an original FIRPTA relating to the Archibald Property and an original 593-C relating to the Archibald Property, and a conformed copy of the recorded Deed relating to the Archibald Land; and (ii) Seller one (1) fully executed original of each General Assignment and Bill of Sale relating to the Archibald

Property, a conformed copy of the recorded Deed relating to the Archibald Land; and (iii) the parties entitled thereto copies (or originals if available) of any other documents or instruments delivered into the Archibald Escrow in connection with the Archibald Closing; and

(c) Disburse the Purchase Price to Seller (less any applicable charges, adjustments or prorations for which Seller is responsible).

6.4 Title Insurance Policy. Upon the Archibald Closing, Seller shall cause the Title Company to issue to Archibald an ALTA Extended Coverage 2021 Owner's Policy of Title Insurance with such endorsements as are requested by Archibald showing fee title to the Archibald Land vested in Archibald subject only to Permitted Exceptions relating to the Archibald Land. Title policy shall be issued with liability in an amount equal to the Purchase Price.

6.5 Prorations and Credits for the Archibald Close of Escrow. The following items relating to the Archibald Property shall be prorated as of 11:59 p.m. Pacific on the day preceding the Archibald Close of Escrow (for purposes of calculating prorations, Archibald shall be deemed to be in title to the Archibald Property, and therefore entitled to the income and responsible for the expenses, in each case, relating to the Archibald Property, for the entire day of the Archibald Close of Escrow):

(a) All revenues, rentals, and income, if any;

(b) All real property taxes based on the most recent property tax bills available, and if Seller is exempt from any such taxes due to its status as a municipal corporation, Archibald shall receive a credit at Closing equal to the amount of taxes that would have been assessed against the Archibald Property but for Seller's exempt status;

(c) All bonds, special assessments, improvements districts and the like against the Archibald Property due before the Archibald Close of Escrow shall be paid by Seller; and

(d) Such other items as are customarily prorated in transactions of this nature shall be ratably prorated.

6.6 Closing Costs and Expenses for the Archibald Escrow. If the Archibald Closing is consummated, then upon the Archibald Closing, Seller shall pay (A) all documentary transfer, sales, stamp and similar taxes in connection with the Archibald Closing, (B) one half (½) of the Archibald Escrow fees, (C) the premium for the standard coverage portion of fee Title Policy relating to the Archibald Land, (D) all document recording charges in connection with the Archibald Property, and (E) Seller's share of prorations with respect to the Archibald Property. If the Archibald Closing is consummated, then upon the Archibald Closing, (U) Archibald shall pay the portion of the premium for the fee Title Policy relating to the Archibald Land that is in excess of the premium attributable to the standard coverage portion of such Title Policy, (V) Archibald shall pay one half (½) of the Archibald Escrow fees, (W) Archibald's share of prorations with respect to the Archibald Property. Subject to Section 19 of this Agreement, Archibald, shall each bear its own legal and professional fees and fees of other consultants incurred in connection with the Archibald Closing. All other costs and expenses in connection with the Archibald Closing shall be allocated between each of Archibald, and Seller in accordance with the customary practice in the County.

6.7 Deliveries Outside of Archibald Escrow. On or before the Archibald Closing, Seller shall deliver to Archibald to the extent in the possession or control of Seller the following: (i) copies of all Service Contracts, and related documents (if any), in each case, relating to the Archibald Property, (ii) copies of all certificates of occupancy, warranties, guaranties, governmental permits, approvals and licenses issued for or with respect to the Archibald Property, and (iii) copies of the Project Entitlements relating to the Archibald Property, including date-stamped copies of the Notice of Determination (NOD) or Notice of Exemption (NOE) and proof of posting, in each case, relating to the Archibald Property.

7. Default.

7.1 Liquidated Damages – Archibald Deposit. IF THE SALE OF THE ARCHIBALD PROPERTY TO ARCHIBALD IS NOT CONSUMMATED SOLELY BECAUSE OF ARCHIBALD DEFAULT IN ITS OBLIGATION TO ACQUIRE THE ARCHIBALD PROPERTY IN ACCORDANCE WITH THE TERMS HEREOF (WHICH REMAINS UNCURED FOLLOWING FIVE (5) BUSINESS DAYS AFTER RECEIPT OF SELLER’S NOTICE THEREOF, AND PROVIDED SELLER IS NOT OTHERWISE IN DEFAULT OF ITS OBLIGATIONS UNDER THIS AGREEMENT), SELLER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY, TO TERMINATE THIS AGREEMENT AS BETWEEN ARCHIBALD AND SELLER ONLY AND RETAIN THE ARCHIBALD DEPOSIT, AS SELLER’S LIQUIDATED DAMAGES WITH RESPECT TO ARCHIBALD DEFAULT. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF ARCHIBALD DEFAULT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES WITH RESPECT TO ARCHIBALD DEFAULT PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF ARCHIBALD DEFAULT. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AND ARCHIBALD HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER’S INITIALS

ARCHIBALD INITIALS

7.2 Notwithstanding anything to the contrary contained herein or otherwise, Archibald shall not be deemed to be in default under this Agreement unless Seller shall have given written notice to Archibald of any such default and Archibald shall not have cured such default within five (5) business days after receipt of Seller’s notice. The Archibald Closing Date shall be extended, as necessary, to accommodate the notice and cure period under this Section 7.2.

7.3 Archibald Remedies. In the event (a) Seller fails to perform any obligations required to be performed by Seller in favor of Archibald pursuant to the express terms of this Agreement, or (b) any representation or warranty made by Seller in this Agreement in favor of Archibald was untrue, inaccurate, or incorrect in any material respect, then Archibald shall be entitled to all rights and remedies available under this Agreement, at law or in equity with respect to Archibald and the Archibald Property, including, but not limited to the right of specific performance with respect to this Agreement as it pertains to the Archibald Property, or the right to terminate this Agreement with respect to Archibald only by written notice to Seller in which event Escrow Holder shall immediately return the Archibald Deposit to Archibald.

8. Seller's Representations and Warranties. The representations and warranties of Seller contained in this Section 8 shall be based upon the actual present knowledge of the City Manager as of the Effective Date of this Agreement. Seller hereby covenants that the following representations and warranties of Seller are true and correct as of the Effective Date of this Agreement. The representations and warranties in this Section 8, and each of Archibald's rights with respect thereto, shall survive the Closing and recording of the Deed for a period of twelve (12) months following the Archibald Closing (as applicable, the "Survival Period").

8.1 Power and Authority of Seller, Validity of Agreement. Seller is a California municipal corporation, duly formed and operating under the laws of the State of California. Seller has the requisite right, power and authority to enter into and carry out the terms of this Agreement and the execution and delivery hereof and of all other instruments referred to herein. The individual(s) signing this Agreement on behalf of Seller have been authorized to do so by all necessary parties. If Seller becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Seller under this Agreement, Seller shall promptly provide written notice thereof to Archibald.

8.2 Archibald Property Disposition. Seller represents that (i) it is disposing of the Archibald Property and any portion thereof in accordance with the procedural requirements of the Economic Opportunity Statutes (Cal. Gov. Code, § 52200, *et seq.*) and not the Surplus Land Act (Cal. Gov. Code, § 54220, *et seq.*), (ii) the Archibald Property was acquired by the City for the sole and exclusive purpose of creating an economic development opportunity and is being sold for that intended purpose, and accordingly, (iii) in no event shall Archibald be required to bear penalties or fines of any nature, nor shall any of the Archibald Property or any portion thereof be subject to reversion to Seller, in the event Seller's acquisition and/or disposition of the Property or any portion thereof shall fail to be conducted in accordance with the said Economic Opportunity Statutes and becomes subject to third party challenge.

8.3 Litigation. There are no pending or threatened actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting all or any portion of the Archibald Property or in which Seller is or will be a party by reason of its ownership of the Archibald Property, including, without limitation, judicial, municipal or administrative proceedings in eminent domain, health and safety violations, personal injuries or property damages alleged to have occurred on the Archibald Property or by reason of the condition or use of the Archibald Property.

8.4 Violations. Seller has received no notice of (1) any violations of any laws, rules, regulations, codes or ordinances of any governmental authority with respect to the Archibald Property (including, without limitation, any laws, rules, regulations, codes or ordinances pertaining to environmental matters or conditions) or (2) defaults under any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting the Archibald Property.

9. Suitability of Project. To Seller's knowledge there are no occupancy agreements, leases, licenses, or subleases affecting the Archibald Property or any portion thereof. **Service Contracts.** To Seller's knowledge there are no contracts related to service, maintenance or work at the Archibald Property or any portion thereof. **Third Party Rights.** Except as disclosed in this Agreement, or in the title documents delivered pursuant to this Agreement, Seller has not granted, and to Seller's knowledge is not aware of any rights of first refusal, options to purchase, or rights to lease, license, use or occupy the Archibald Property (or any portion thereof). **Prohibited Persons and Transactions.** Neither Seller nor any of its affiliates, nor any of their respective members, and none of their respective officers or directors is, nor prior to Closing or the earlier termination of this Agreement, will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Blocked Persons List) or under any U.S. statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and prior to Closing or the earlier termination of this Agreement will not engage in any dealings or transactions with or be otherwise associated with such persons or entities. **Archibald Representations and Warranties.** Archibald hereby covenants to Seller that the following representations and warranties of Archibald are true and shall be true and correct as of the Archibald Closing. The representations and warranties in this Section 9, and Seller's rights with respect thereto, shall survive the Archibald Closing and recording of the Deed(s) for the Archibald Land for the applicable Survival Period.

9.1 Power of Authority of Archibald. Archibald has the requisite power and authority to enter into and carry out the terms of this Agreement and the execution, performance and delivery hereof and of all other agreements and instruments referred to herein to be executed, performed or delivered by Archibald and the performance by Archibald of Archibald obligations hereunder will not violate or constitute an event of default under the terms and provisions of any material agreement, document or instrument to which Archibald is a party or by which Archibald is bound. No further consent of any person or entity is required in connection with the execution and delivery of, or performance by Archibald of its obligations under this Agreement.

9.2 Validity of Agreement. This Agreement is a valid and binding obligation of Archibald, enforceable against Archibald in accordance with its terms.

9.3 Prohibited Persons and Transactions. Neither Archibald nor any of its affiliates, nor any of their respective members, and none of their respective officers or directors is, nor prior to the Archibald Closing or the earlier termination of this Agreement with respect to Archibald, will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially

Designated Blocked Persons List) or under any U.S. statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action and is not and prior to the Archibald Closing or the earlier termination of this Agreement with respect to Archibald will not engage in any dealings or transactions with or be otherwise associated with such persons or entities.

10. Change in Condition of Property

10.1 Seller covenants and agrees to immediately notify Archibald in writing of the occurrence of any of the following: any material change in the physical condition of the Archibald Property ordinary wear and tear excepted, or of any damage or destruction to the Archibald Property, or upon receipt or delivery of any notice regarding the condemnation of the Archibald Property or any portion thereof), or upon receipt or delivery of any notice regarding an existing or pending condemnation proceeding concerning the Archibald Property (or any portion thereof).

10.2 If prior to the Archibald Closing, Archibald receives notice regarding the condemnation of all or any portion of the Archibald Property, or of an existing or pending condemnation proceeding concerning all or any portion of the Archibald Property Archibald shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) days after receipt of any such written notice, to elect not to acquire the Archibald Property provided, however, if receipt of such notification is within fifteen (15) calendar days prior to the then-scheduled Archibald Closing Date, the Archibald Closing Date shall be extended to the next business day after the date that is fifteen (15) calendar days after such notification. If Archibald does not elect to acquire the Archibald Property pursuant to the foregoing sentence, this Agreement shall terminate with respect to Archibald and the Archibald Deposit shall be returned to Archibald. In the event Archibald elects to acquire the Archibald Property in its then-existing condition, Seller shall assign and turn over to Archibald all awards for the taking by eminent domain relating to the Archibald Property which accrue to Seller, pursuant to an assignment between Seller, as assignor, and Archibald, as the assignee, and containing terms and conditions reasonably acceptable Archibald, and Archibald and Seller shall proceed to the Archibald Closing pursuant to the terms hereof.

11. Covenants.

11.1 Ongoing Operations Relating to the Archibald Property. Seller agrees, through and including the Archibald Closing, at Seller's sole cost and expense to: (i) keep all existing insurance policies affecting the Archibald Property (or any portion thereof) in full force and effect, (ii) maintain and deliver the Archibald Property at the Archibald Closing in good order and repair (including mechanical equipment of every kind used in the operation thereof), reasonable wear and tear excepted, (iii) operate the Archibald Property in the ordinary course of its business, on terms consistent with its current practices as of the date hereof, (iv) maintain the Archibald Property and all related Intangible Property thereto, in a manner that preserves the truth and accuracy of the representations set forth in Sections 8.3 and 8.4 through the Archibald Closing Date. Seller shall deliver to Archibald on the Archibald Closing Date the Archibald Property free of any tenants or other parties in possession.

11.2 Additional Liens. Other than Archibald obtaining the Project Entitlements as contemplated by Section 5, Seller will not, without the prior written consent of each of Archibald, convey any interest in any license or permit or entitlement affecting the Archibald Property. Without the prior written consent of Archibald, Seller will not subject the Archibald Property (or any portion thereof) to any liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement which will not be eliminated prior to the Archibald Close of Escrow. Nothing contained in this Section shall be construed to limit or restrict Seller's exercise of its governmental, legislative, or regulatory authority or discretion.

12. Post-Closing Obligations.

12.1 Prevailing Wages. Archibald acknowledges that Seller has made no representation, express or implied, regarding whether the construction of the Approved Project is subject to California prevailing wage requirements, including Labor Code section 1720 et seq. Archibald shall be solely responsible for determining the applicability of any prevailing wage requirements to the Approved Project and for complying with all applicable prevailing wage laws. Archibald shall indemnify, defend, and hold harmless Seller and its officers, officials, employees, and agents from and against any and all claims, liabilities, damages, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any claim that prevailing wages were required in connection with the Approved Project.

ARCHIBALD, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES THE SELLER FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO IT PURSUANT TO LABOR CODE SECTIONS 1726 AND 1781. ARCHIBALD ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 12.2, WHICH READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, ARCHIBALD KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 12.2.

Archibald Initials

13. Purchaser Indemnification. Archibald shall indemnify, defend (upon written request by Seller and with counsel reasonably acceptable to Seller), and hold harmless Seller and

its officers, officials, employees, attorneys, agents, and representatives from and against any and all losses, liabilities, damages, claims, causes of action, costs, and expenses, including reasonable attorneys' fees, arising out of or relating in any manner to Archibald's performance of this Agreement, any work performed by Archibald pursuant to this Agreement, Archibald's ownership, development, construction, operation, repair, or maintenance of Archibald's acquired Archibald Property required pursuant to this Agreement, or the acts or omissions of Archibald or Archibald's officers, employees, agents, contractors, or subcontractors, excepting any acts or omissions of Seller or its officers, officials, employees, attorneys, agents, and representatives. The obligations set forth in this Section shall survive closing.

14. Waiver of Performance. Each party may waive the satisfaction or performance of any conditions or agreements in this Agreement which have been inserted for its own and exclusive benefit, so long as the waiver is signed by such party (unless the Agreement provides for a non-written waiver) and specifies the waived condition or agreement and is delivered to the other parties hereto and the Escrow Holder.

15. Section Headings. The section headings of this Agreement are for the purposes of reference only and shall not be used for limiting or interpreting the meaning of any section.

16. Notices. All notices under this Agreement shall be in writing and shall be deemed properly delivered, given, or served: (a) when personally delivered (whether via overnight courier, messenger or otherwise) against receipted copy, or (b) one (1) business day after deposit with a nationally recognized overnight-guaranteed delivery service when sent for next business day delivery, or (c) upon transmission by email if transmitted prior to 5:00 p.m. on a business day and provided the sender does not receive electronic notice of failed delivery on the date of such delivery. Any party can notify the other parties of their change of address by notifying the other parties in writing of the new address.

17. Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart. This Agreement shall not be binding unless and until all parties hereto have executed this Agreement. Execution and delivery of this Agreement by electronic exchange bearing the copies of all parties' signatures shall constitute a valid and binding execution and delivery of this Agreement. Such electronic copies shall constitute enforceable original documents.

18. Governing Law. The validity, construction and operational effect of this Agreement shall be governed by the laws of the State of California.

19. Attorneys' Fees and Costs. Notwithstanding anything to the contrary contained herein, in any action between any of the parties hereto seeking the enforcement of any of the terms and provisions of this Agreement, or in connection with the Archibald Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, and reasonable attorneys' fees, from the non-prevailing party(ies) to such action.

20. Prior Agreements. This Agreement supersedes any and all oral or written agreements between the parties hereto regarding the acquisition of the Property which are prior in time to this Agreement. Neither Archibald nor Seller shall be bound by any prior understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

21. Exclusivity. From the Effective Date through the Closing or earlier termination of this Agreement with respect to Archibald, other than in connection with Archibald obtaining the Commercial Project Entitlements as contemplated by Section 5, without the prior written consent of Archibald (in Archibald sole and absolute discretion), (a) Seller will not discuss, negotiate or execute any contract for the sale of any direct or indirect interest in the Archibald Property to any third party other than Archibald (or any permitted assignee or designee), and (b) Seller shall not transfer the Archibald Property (or any direct or indirect interest therein) or enter into an agreement to transfer the Archibald Property (or any direct or indirect interest therein) to any third party other than Archibald (or any permitted assignee or designee).

22. Possession at Closing. Seller shall deliver exclusive possession of the Archibald Property to Archibald (or any permitted assignee or designee), upon the Archibald Closing, free and clear of all leases, occupants, licenses, and other claims of possessory interest.

23. Further Assurances. Archibald, and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated. The covenants, agreements, representations, warranties, indemnities and other obligations made herein shall survive the Archibald Closing, subject to any express limitations contained herein.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of permitted successors and assigns of the parties hereto.

25. Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

26. Performance Due on Non-Business Day. If the time period for the performance of any act called for under this Agreement expires on a Saturday, Sunday, or any other day in which banking institutions in the State of California are authorized or obligated by law or executive order to close ("**Holiday**"), the act in question may be performed on the next succeeding day that is not a Saturday, Sunday or a Holiday. The term "business days" used in this Agreement shall mean all days other than Saturdays, Sundays or Holidays.

27. Amendments. This Agreement may be amended only by written agreement signed by all of the parties hereto.

28. City Manager Implementation. Seller shall implement this Agreement through the City Manager. The City Manager is hereby authorized on behalf of Seller to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement, issue approvals, interpretations, or waivers, and enter into amendments to this Agreement on behalf of Seller, to the extent that any such action(s) do not materially or substantially modify the transactions contemplated by this Agreement or increase the monetary obligations of Seller by

more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of the City Council, unless expressly provided otherwise by action of the City Council. Nothing in this Section shall restrict the submission to the City Council of any matter within the City Manager's authority under this Section, in the City Manager's sole and absolute discretion, to obtain City Council authorization on such matter. The specific intent of this Section is to authorize certain actions on behalf of Seller by the City Manager, but not to require that such actions be taken by the City Manager without consideration by the City Council.

29. Exhibits. Each reference to a section or exhibit in this Agreement shall mean the applicable section of this Agreement and/or the applicable exhibit attached to this Agreement, unless the context requires otherwise. Each such exhibit is incorporated herein by this reference.

30. Independent Counsel. Archibald, and Seller each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared by Seller's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against Seller because Seller's counsel prepared this Agreement in its final form.

31. Time of the Essence. Time is of the essence in this Agreement.

32. Confidentiality. The Parties acknowledge that Seller is a public agency and therefore subject to the California Public Records Act (Gov. Code, § 7920.000, *et seq.*) ("CPRA"). Notwithstanding anything to the contrary contained herein, nothing in this Section shall be construed to require Seller to withhold any record or information that Seller determines is required to be disclosed pursuant to the CPRA or any other applicable law. If Seller receives a request for records under the CPRA or similar statute and Seller determines that responsive records will be released, Seller shall provide Archibald with seven (7) calendar days' notice prior to releasing the responsive records to allow Archibald an opportunity to seek judicial relief from the release of said responsive records.

33. Brokerage Commissions. Seller, on the one hand, and Archibald on the other hand, each represent, warrant and covenant to the other party that no real estate commissions, finders' fees or brokers' fees have been or will be incurred in connection with this Agreement or the sale contemplated hereby by such party or on such party's behalf. Seller agrees to indemnify and hold harmless Archibald from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind of character by a third party against Archibald arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Seller or on Seller's behalf with any broker or finder in connection with this Agreement or transaction contemplated under this Agreement. Archibald agrees to indemnify and hold harmless Seller from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind of character by a third party against Seller arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Archibald or on Archibald behalf with any broker or finder in connection with the sale of the Archibald Property to Archibald at the Archibald Closing. The foregoing indemnities

shall survive the Archibald Close of Escrow or the earlier termination of the entirety or any portion of this Agreement and shall not be limited by any provision of this Agreement.

34. No Joint Venture Relationship. Seller and Archibald hereby disclaims any intention to create a joint venture, partnership, fiduciary or agency relation between, by or amongst any of them, and no such relationship is created by virtue of the parties execution of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Seller and Archibald have executed this Agreement as of the date and year first written above.

SELLER:

THE CITY OF ONTARIO
a California municipal corporation

By: _____
Name: _____
Its: City Manager

ARCHIBALD:

ARCHIBALD PROPERTY, LLC,
a Delaware limited liability company

By: Horreo RE, LLC, a Delaware limited liability company, its Manager

By: _____
Name: Raul Porto
Its: Manager

ACCEPTANCE BY ESCROW HOLDER

COMMONWEALTH LAND TITLE INSURANCE COMPANY hereby acknowledges that it has received a fully executed copy of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2026

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF LOT 2, BLOCK 22, TRACT NO. 2244, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN [BOOK 35, PAGES 50](#) THROUGH 56, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF COLTON AVENUE ("G" STREET) WHICH POINT IS NORTH 89° 23' 30" WEST 341.64 FEET FROM THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST LINE OF ARCHIBALD AVENUE, SAID AVENUES BEING 60 FEET AND 66 FEET RESPECTIVELY IN WIDTH; THENCE NORTH 89° 23' 30" WEST ALONG SAID SOUTH LINE 125.0 FEET; THENCE SOUTH 3° 30' 48" WEST 138.20 FEET; THENCE BY A 420-FOOT RADIUS CURVE TO THE RIGHT FOR A DISTANCE OF 641.05 FEET; THENCE NORTH 84° 32' 38" WEST 1165.0 FEET; THENCE NORTHERLY 435 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH LINE OF COLTON AVENUE WITH THE EASTERLY BOUNDARY LINE OF SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, 175-FOOT RIGHT OF WAY, RECORDED AS AN EASEMENT SEPTEMBER 12, 1951, IN [BOOK 2822, PAGE 335 OF OFFICIAL RECORDS](#); THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY LINE TO ITS INTERSECTION WITH THE NORTHERLY PROPERTY LINE OF STATE HIGHWAY ROUTE 26-D (NOW 8-SBD-10); THENCE NORTH 84° 32' 38" EAST ALONG SAID NORTHERLY PROPERTY LINE 1,568.57 FEET; THENCE CONTINUING ALONG SAID NORTHERLY PROPERTY LINE BY A 7, 440-FOOT RADIUS CURVE TO THE LEFT FOR A DISTANCE OF 286.83 FEET; THENCE COURSE "A", NORTH 0° 26' 05" EAST 832.74 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINES, WHICH ARE ON A DIFFERENT BASIS BEARINGS THAN RECITED HEREINABOVE.

BEGINNING AT A POINT IN THE LINE HEREINABOVE DESIGNATED AS COURSE "A", DISTANT ALONG SAID LINE, SOUTH 0° 13' 27" WEST 541.94 FEET FROM SAID SOUTH LINE OF COLTON AVENUE; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 925 FEET, FROM A TANGENT BEARING SOUTH 78° 10' 27" WEST, THROUGH A CENTRAL ANGLE OF 12° 52' 15", A DISTANCE OF 207.79 FEET; THENCE NORTH 88° 57' 18" WEST 550.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1255 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 56' 25", A DISTANCE OF 283.44 FEET; THENCE SOUTH 78° 06' 17" WEST 220.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 915 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9° 52' 23", A DISTANCE OF 157.67 FEET; THENCE SOUTH 87° 58' 40" WEST 434.74 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT 175-FOOT RIGHT OF WAY. EXCEPTING THEREFROM THOSE PORTIONS AS SHOWN IN DEEDS RECORDED JULY 10, 1979 IN [BOOK 9724, PAGE 579 OF OFFICIAL RECORDS](#) AND APRIL 24, 1980, [INSTRUMENT NO. 80-99190](#) OF OFFICIAL RECORDS.

PARCEL B:

PARCELS 16 THROUGH 19 OF [PARCEL MAP NO. 19612](#), IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PARCEL MAP RECORDED ON JUNE 19, 2015 IN BOOK 244, PAGES 407 TO 53, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

[APN: 0110-321-29-0-000](#), [0110-321-76-0-000](#), [0110-321-77-0-000](#), [0110-321-74-0-000](#) AND [0110-321-75-0-000](#)

EXHIBIT B

ARCHIBALD PROPERTY LEGAL DESCRIPTION

EXHIBIT "A" LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 16 AND A PORTION OF PARCEL 17, BOTH PARCEL MAP NO. 19612, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 244, PAGES 40 THROUGH 53, INCLUSIVE OF PARCEL MAPS, TOGETHER WITH A PORTION OF LOT 2, BLOCK 22, AS PER MAP FILED IN BOOK 35, PAGES 50 THROUGH 56, INCLUSIVE OF TRACT MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF ARCHIBALD AVENUE AND INLAND EMPIRE BOULEVARD, AS SHOWN ON SAID PARCEL MAP NO. 19612;

THENCE, ALONG THE CENTERLINE OF SAID INLAND EMPIRE BOULEVARD, NORTH 89°47'20" WEST 1461.64 FEET;

THENCE SOUTH 00°12'40" WEST 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID INLAND EMPIRE BOULEVARD, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°12'40" WEST 274.68 FEET;

THENCE, PARALLEL TO SAID RIGHT-OF-WAY LINE, NORTH 89°47'20" WEST 683.45 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 756.96 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 67°30'29" WEST;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°44'44", AN ARC LENGTH OF 89.12 FEET;

THENCE, CONTINUING ALONG SAID WEST LINE AND THE WEST LINE OF SAID PARCEL 16, THE FOLLOWING COURSES:

NORTH 29°25'36" EAST 80.01 FEET;

NORTH 54°32'01" EAST 155.23 FEET;

NORTH 00°13'51" EAST 34.03 FEET TO SAID SOUTH RIGHT-OF-WAY LINE;

THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89°47'20" EAST 479.74 TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 162,459 SQUARE FEET OR 3.73 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


ANTHONY HARO, P.L.S. 7635
DATE PREPARED: 05/29/2026



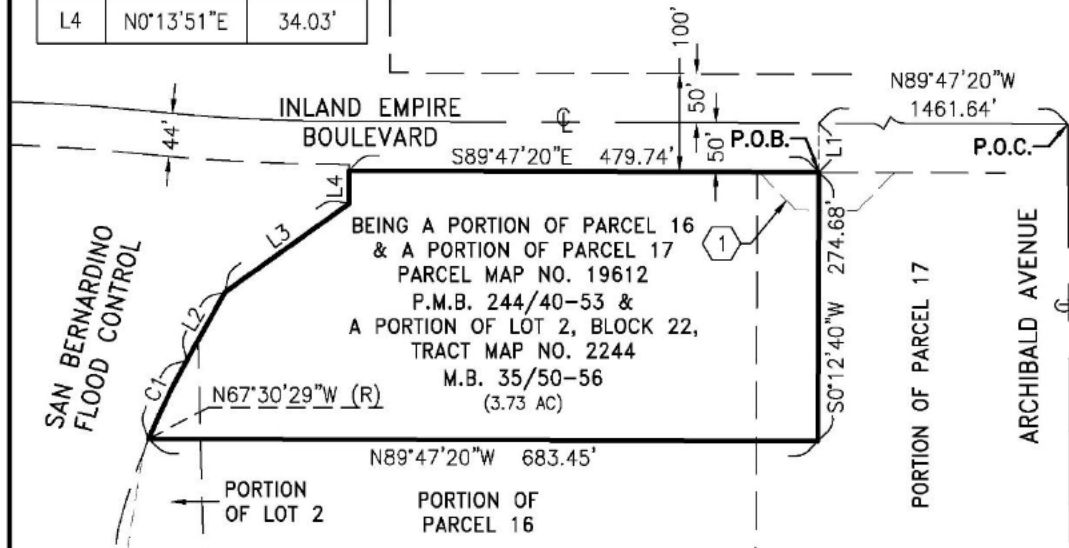
EXHIBIT A - Page 1 of 1
M:\Mapping\893\010\Legal\Lots 5 and 6\893-010_Lot 5 Exhibit A.docx

Exhibit "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°12'40"E	50.00'
L2	N29°25'36"E	80.01'
L3	N54°32'01"E	155.23'
L4	N0°13'51"E	34.03'

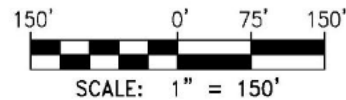
EXHIBIT B

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	6°44'44"	756.96'	89.12'



EASEMENT NOTES:

- ① AN EASEMENT GRANTED TO THE CITY OF ONTARIO FOR STREET, SIDEWALK AND TRAFFIC SIGNAL PURPOSES, RECORDED OCTOBER 18, 2026 AS INSTRUMENT NO. 2016-0435653, O.R.



LEGEND:

NO.	NUMBER
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
AC	ACRES
(R)	RADIAL
—————	SUBJECT PROPERTY LINES
-----	CENTERLINES
-----	CENTERLINE TIE
-----	EASEMENT LINES
-----	ADJACENT PROPERTY LINES



06/03/2026



EXHIBIT B	
PLAT TO ACCOMPANY LEGAL DESCRIPTION	
of:	

DATE: June 3, 2026
 FN: 893-010_LOT 5
 EXHIBIT B
 DRAWN BY: EW
 CHECKED BY: AH
 SHEET 1 OF 1

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Exhibit "B"

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 16 OF PARCEL MAP NO. 19612, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 244, PAGES 40 THROUGH 53, INCLUSIVE OF PARCEL MAPS, TOGETHER WITH A PORTION OF LOT 2, BLOCK 22, AS PER MAP FILED IN BOOK 35, PAGES 50 THROUGH 56, INCLUSIVE OF TRACT MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF ARCHIBALD AVENUE AND INLAND EMPIRE BOULEVARD, AS SHOWN ON SAID PARCEL MAP NO. 19612;

THENCE, ALONG THE CENTERLINE OF SAID INLAND EMPIRE BOULEVARD, NORTH 89°47'20" WEST 1941.36 FEET;

THENCE SOUTH 00°13'51" WEST 84.03 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 16;

THENCE CONTINUING ALONG SAID WEST LINE AND THE WEST LINE OF SAID LOT 2, THE FOLLOWING COURSES:

SOUTH 54°32'01" WEST 155.23 FEET;

SOUTH 29°25'36" WEST 80.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 756.96 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°44'44", AN ARC LENGTH OF 89.12 FEET TO THE **POINT OF BEGINNING**;

THENCE, THE FOLLOWING COURSES:

SOUTH 89°47'20" EAST 566.30 FEET;

SOUTH 00°12'40" WEST 230.15 FEET;

SOUTH 78°05'36" WEST 18.46 FEET;

SOUTH 11°54'24" EAST 45.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE SOUTH LINE OF SAID LOT 2;

THENCE, ALONG SAID SOUTH LINE, SOUTH 78°08'03" WEST 1.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 915.00 FEET;

THENCE, CONTINUING ALONG SAID SOUTH LINE, SOUTH 88°02'44" WEST 434.80 FEET TO THE WEST LINE OF SAID LOT 2;

THENCE, ALONG SAID WEST LINE, NORTH 09°03'01" EAST 281.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 756.96 FEET;

THENCE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°54'34", AN ARC LENGTH OF 91.28 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION

THE ABOVE DESCRIBED PARCEL CONTAINS 213,745 SQUARE FEET OR 4.91 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS' ACT.

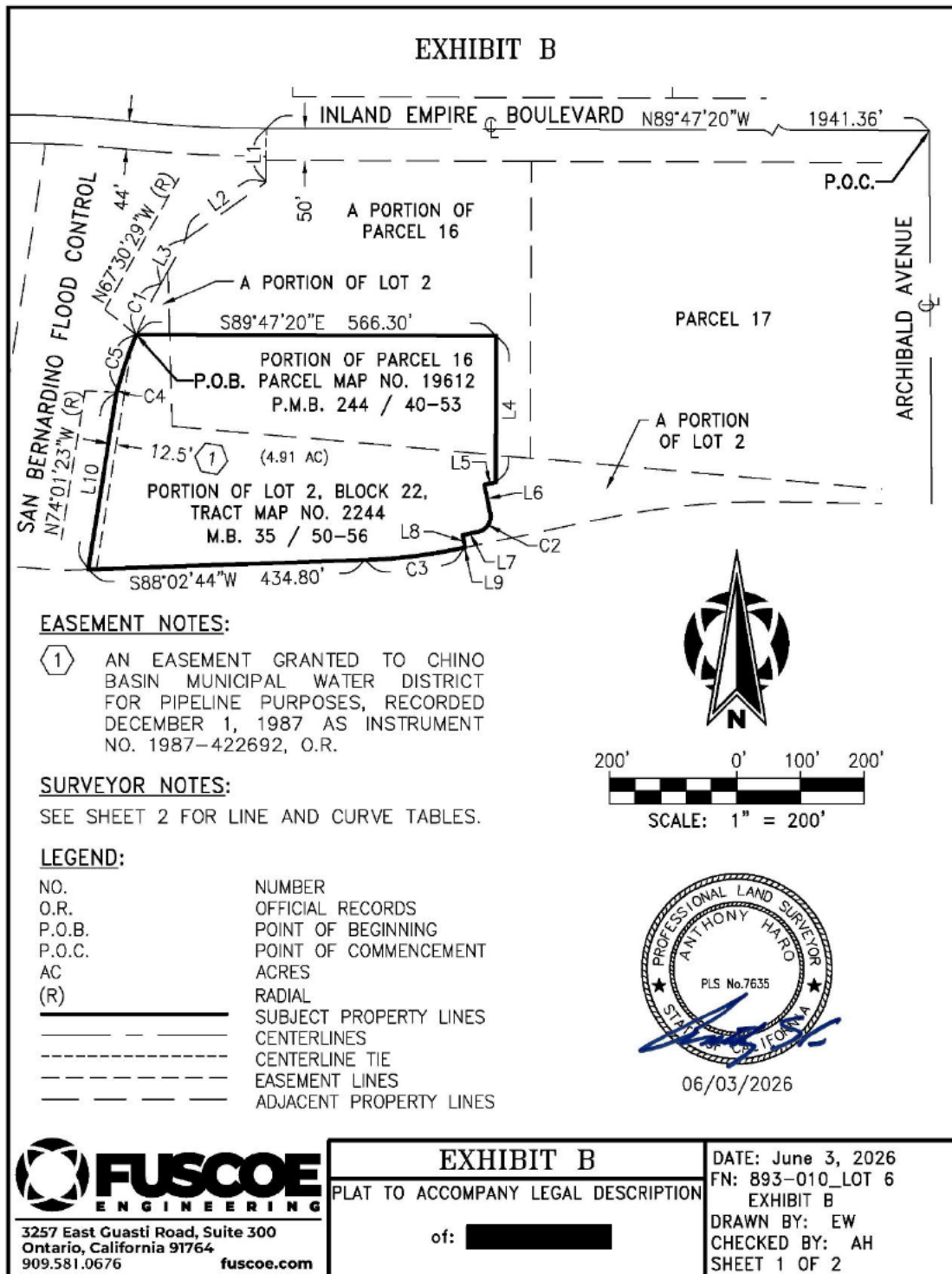


ANTHONY HARG, P.L.S. 7635
DATE PREPARED: 05/29/2026



EXHIBIT A - Page 2 of 2
M:\Mapping\893\010\Legals\Lots 5 and 6\893-010_Lot 6 Exhibit A.docx

Exhibit "B"



M:\Mapping\893\010\Legals\Lots 5 and 6\893-010_Lot 6 Exhibit B.dwg | PLOT: 6/3/2026 11:25:52 AM

Exhibit "B"

EXHIBIT B

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	6°44'44"	756.96'	89.12'
C2	90°00'00"	25.00'	39.27'
C3	9°51'55"	915.00'	157.55'
C4	0°23'40"	648.61'	4.47'
C5	6°54'34"	756.96'	91.28'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0°13'51"W	84.03'
L2	S54°32'01"W	155.23'
L3	S29°25'36"W	80.01'
L4	S0°12'40"W	230.15'
L5	S78°05'36"W	18.46'
L6	S11°54'24"E	45.00'
L7	S78°05'36"W	25.00'
L8	S11°54'24"E	20.20'
L9	S78°08'03"W	1.65'
L10	N9°03'01"E	281.75'



EXHIBIT B		DATE: June 3, 2026
PLAT TO ACCOMPANY LEGAL DESCRIPTION		FN: 893-010_LOT 6
of: [REDACTED]		EXHIBIT B
		DRAWN BY: EW
		CHECKED BY: AH
		SHEET 2 OF 2

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Exhibit "B"

EXHIBIT C

PLANS AND SPECIFICATIONS

Exhibit "C"

EXHIBIT D

Title Commitment

[TO BE ATTACHED]

Exhibit “D”

EXHIBIT "E"

FORM OF GRANT DEED

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

(Space above this line is for recorder's use)

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX is \$ _____

CITY TAX is \$ _____

☐ computed on full value of property conveyed, or ☐ computed on full value less value of
liens or encumbrances remaining at time of sale,

☐ Unincorporated area: _____, ☐ City of _____, and

FOR VALUE RECEIVED, _____, a _____
("Grantor"), hereby grants to _____ ("Grantee"), that certain real
property (the "Property") situated in the City of _____, County of
_____, State of California, described in Exhibit A attached hereto and incorporated by
reference, together with all improvements thereon and all rights and privileges appurtenant thereto.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of _____,
_____.

By: _____

Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A to Grant Deed

LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

EXHIBIT “F”

FORM OF GENERAL ASSIGNMENT AND BILL OF SALE

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this “**Bill of Sale**”) is made this _____ day of _____, 202__, by _____ (“**Assignor**”) in favor of _____ (“**Assignee**”), with reference to the following facts:

RECITALS

A. Pursuant to that certain Agreement of Purchase and Sale and Escrow Instructions dated as of _____, by and among Assignor and Archibald (the “**Purchase Agreement**”), Assignor is selling to Assignee the Real Property described on Exhibit A attached hereto (the “**Archibald Land**”). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Purchase Agreement.

B. Assignor hereby desires to convey to Assignee all Personal Property, if any, relating to the Archibald Land (collectively, the “**Assigned Tangible Personalty**”) and to assign to Assignee all of its right, title and interest in and to any and all Appurtenances relating to the Archibald Land (collectively, the “**Assigned Appurtenances**”) and Intangible Property relating to the Archibald Land (collectively, the “**Assigned Intangible Personalty**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein below set forth, Assignor hereby agrees as follows:

1. Effective as of the [Archibald Closing], Assignor hereby conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all Assigned Tangible Personalty and all of Assignor’s right, title and interest in and to all Assigned Appurtenances and the Assigned Intangible Personalty. Assignor hereby represents and warrants that Assignor has good and marketable title to each and all of the Assigned Tangible Personalty, the Assigned Appurtenances and the Assigned Intangible Personalty, each and all being transferred to Assignee free and clear of any and all liens, security interests, and encumbrances of any kind or nature.

2. The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Execution and delivery of this Assignment by electronic exchange bearing a copy of Assignor’s signature shall constitute a valid and binding execution and delivery of this Assignment. Such electronic copy shall constitute an enforceable original document.

4. Assignor hereby covenants that it will, at any time and from time to time, execute any documents or take such additional actions as Assignee or its successors or assigns shall reasonably require in order to more completely or perfectly carry out the transfers intended to be

accomplished by this Assignment.

5. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor has executed this Bill of Sale and General Assignment as of the date first set forth above.

“ASSIGNOR”

_____,
a _____

By: _____ EXHIBIT ONLY – DO
NOT SIGN

Name: _____

Title: _____

EXHIBIT A to General Assignment and Bill of Sale

LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

EXHIBIT "G": FIRPTA
FORM OF TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS
TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a _____,
 ("Transferor"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986,
 as amended ("Code") will not be required upon the transfer of certain real property to the
 Transferee by _____, a _____ ("Transferor"), the undersigned hereby
 certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign
 trust, foreign person, or foreign estate (as those terms are defined in the Code and the Income Tax
 Regulations promulgated thereunder);

2. The Transferor's U.S. employer identification number is
 _____; and

3. The Transferor's office address is _____.

The Transferor understands that this Certification may be disclosed to the Internal
 Revenue Service by the Transferee and that any false statement contained herein could be punished
 by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in
 determining whether withholding is required upon said transfer.

The Transferor hereby agrees to indemnify, defend and hold the Transferee
 harmless from and against any and all obligations, liabilities, claims, losses, actions, causes of
 action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever
 (including, without limitation, actual attorneys' fees and costs) incurred by the Transferee as a
 result of: (i) the Transferor's failure to pay U.S. Federal income tax which the Transferor is
 required to pay under applicable U.S. law; or (ii) any false or misleading statement contained
 herein.

Under penalty of perjury I declare that I have examined this Certification and to the best of
 my knowledge and belief it is true, correct and complete, and I further declare that I have authority
 to sign this document on behalf of the Transferor.

Dated: _____, 20__

TRANSFEROR:

_____,
 a _____

By: EXHIBIT ONLY – DO NOT SIGN

Name: _____

Its: _____

Exhibit "G"

**ECONOMIC OPPORTUNITY
SUMMARY REPORT PURSUANT TO
CALIFORNIA GOVERNMENT CODE
SECTIONS 52200 – 52201 REGARDING
A DISPOSITION AND DEVELOPMENT
AGREEMENT BY AND BETWEEN THE
CITY OF ONTARIO
AND
ARCHIBALD
PROPERTY, LLC**

The following Economic Opportunity Summary Report has been prepared pursuant to Sections 52200 - 52201 of the California Government Code. The report sets forth certain details of the proposed Purchase and Sale Agreement (“Agreement”) between the City of Ontario (“City”) and Archibald Property, LLC (“Developer”). The site is approximately 8.64 acres located at 2350-2360 East Inland Empire Boulevard in the City of Ontario, California (“Property”).

BACKGROUND STATEMENT

The following Summary Report is based upon information contained within the Agreement, and is organized into the following six sections:

- I. **Terms of Agreement:** This section includes a description of the Project; and the obligations imposed on the City and the Developer by the Agreement.
- II. **Cost of the Agreement to the City:** This section details the total cost to the City associated with implementing the Agreement.
- III. **Estimated Value of the Interests to be Conveyed Determined at the Highest Use Permitted Under the General Plan:** This section estimates the value of the interests to be conveyed determined at the highest use permitted under the existing zoning and the requirements imposed by the General Plan.
- IV. **Estimated Fair Market Value of the Interest to be Conveyed:** This section summarized the valuation estimate for the City Property based on the required use.
- V. **Consideration Received:** This section describes the compensation to be received by the City.
- VI. **Creation of Economic Opportunity:** This section describes the how the Project will asset in the creation of economic opportunity.

This Summary Report and the Agreement are to be made available for public inspection prior to the approval of the Agreement.

I. TERMS OF THE AGREEMENT

A. Project Description

The Property is located at 2350-2360 East Inland Empire Blvd and encompasses a total of 25.38 acres of vacant land with 8.64 acres being conveyed to the Developer for the Project with the City retaining 16.74 acres. The current land use is mixed-use commercial and falls within the Urban Commercial Planning Area 3 land use district of the Meredith International Centre Specific Plan.

The Project will include a mixed-use development consisting of 3 commercial buildings totaling 50,000 square feet located at the southwest corner of Archibald Avenue and Inland Empire Boulevard, within the Urban Commercial land use district of the Meredith International Centre Specific Plan; (APN(s): portions of 0110-321-74 and 0110-321-29 (“Project”).

The Developer will be required to build all associated on and off-site improvements, including but not limited to all hardscape, landscaping, storm water mitigation measures, and public street improvements including but not limited to street widening, traffic signals, curb, gutter, sidewalk, sewer and domestic water improvements, telecommunication improvements and electrical and natural gas upgrades.

B. City Responsibilities

The Agreement requires the City to accept the following responsibilities:

1. The City will sell 8.64 acres of vacant land to Developer for \$15,972,678.

C. Developer Responsibilities

The Agreement imposes the following responsibilities on the Developer:

1. The Developer must accept conveyance of 8.64 acres of the Property from the City under the terms of the Agreement, including paying \$15,972,678 for the Property.

II. COST OF THE AGREEMENT TO THE CITY

The City acquired 25.38 acres of vacant real property for \$46,939,000 to facilitate the planned redevelopment of the Property, the City invested in the environmental review necessary to support the Specific Plan Amendment. This work was completed by Michael

Baker International at a cost of \$145,350. The City incurred approximately \$35,000 in staff costs associated with preparing the in-house Specific Plan Amendment. Real estate land survey and environmental site assessment fees reached \$25,000. The expense to maintain the raw land over the last several months cost the City approximately \$15,000. In addition, legal and other related fees have exceeded \$50,000. These investments were necessary to advance the entitlement process and position the Property for future redevelopment consistent with the City's vision.

III. ESTIMATED VALUE OF THE INTERESTS TO BE CONVEYED DETERMINED AT THE HIGHEST USE PERMITTED UNDER THE GENERAL PLAN

Section 52201 of the California Government Code requires the City to identify the value of the interests being conveyed at the highest use allowed by the Property's zoning and the requirements imposed by the General Plan.

The City retained Thompson & Thompson Real Estate Valuation & Consulting, Inc. to estimate the fair market value of the Property. Pursuant to an appraisal prepared by Thompson & Thompson Real Estate Valuation & Consulting, Inc., the appraiser concluded that the fair market value of the Property is \$15,972,678.

IV. ESTIMATED REUSE VALUE OF THE INTERESTS TO BE CONVEYED

As discussed above, the City is conveying 8.64 acres of City Property to the Developer for \$15,972,678. The price that the City is receiving is fair market value for the Property. Therefore, it is concluded that the fair reuse value is equal to or greater than the fair market value.

V. CONSIDERATION RECEIVED AND COMPARISON WITH THE ESTABLISHED VALUE OF THE PROPERTY

Under the Agreement, the City is conveying the City Property for \$15,972,678. The price that the City is receiving falls within the fair market value.

VI. CREATION OF ECONOMIC OPPORTUNITY

The City has determined that the proposed development would fulfill goals and objectives defined in the City's adopted General Plan and create economic opportunities and benefits to the City including but not limited to the following:

1. The Project will improve the physical appearance of the Property through the construction of new commercial and residential development, landscaping, parking facilities, and associated public and private infrastructure improvements.

2. The City anticipates that the mixed-use Project will generate significant increases in property tax. The estimated assessed value of property at the conclusion of construction is estimated to be approximately \$53,000,000. The increase in property valuation will generate approximately \$5,300,000 in additional property tax revenues to the City and over \$32,500,000 of taxable retail sales annually which results in an additional \$2,843,750 per year to the City.
3. The proposed Project will develop the Property into its highest and best use, generate additional property tax and sales tax revenue which may be used by the City for the funding of necessary public services and facilities, including but not limited to, public safety services and facilities, public improvements and recreational opportunities that otherwise may not be available to the community for many years, produce new jobs (both temporary and permanent), stimulate economic vitality, and encourage additional private investment within the Meredith International Centre Specific Plan Area.
4. During construction, the Project will create approximately over 225 full-time and part-time construction jobs for skilled workers across various trades. In addition, over 500 full-time permanent jobs will be added after completion and stabilization of the Project's various residential and commercial components. This not only enhances the area but also injects additional economic vitality into our community by providing diverse employment opportunities.
5. The commercial component includes one of the most highly regarded and well know restaurant and bakery throughout Los Angeles, San Gabriel and San Fernando Valleys, and Inland Empire regions. Based on average transactions at existing restaurant and bakery locations the Developer anticipates an average of over 5,000 customer transactions per day. As a result, the Project would likely result in an average of over 2 million customer transactions per year or approximately 5,500 per day, based on the Developer's anticipated growth.
6. The Project is expected to generate approximately \$2,335,000 in building permit and development impact fees. These one-time revenues will help fund the City's review, inspection, and permitting services, as well as critical public infrastructure and capital improvements needed to support future growth and development.