

**Your Ballot.
Vote Early.
All Ways Secure.**

IMPORTANT DATES

Mail Ballots Delivered to U.S.
Post Office February 23

Early Voting begins on February 23

March 9, 2026

Voter Registration Deadline

March 24, 2026

Election Day

4 Ways to Cast Your Ballot

1. Vote by Mail
2. Mail Ballot Drop-Off Locations
3. Early Vote Site
4. Polling Places

For details on locations and hours of
Early Vote Site and Polling Places,
visit Elections.SBCounty.gov

To track your mail ballot, sign up
at WheresMyBallot.sos.ca.gov

Voted mail ballots must be
postmarked on or before March 24

**San Bernardino County
Registrar of Voters**

777 E. Rialto Avenue
San Bernardino, CA 92415

Elections.SBCounty.gov
909.387.8300

-  SBCountyElections
-  SBC_Elections
-  SBC_Elections

*Guía oficial de información para el
votante en español esta adentro*

2026 City of Ontario Special Election

Tuesday, March 24, 2026

VOTER INFORMATION GUIDE



Please use this Voter Information Guide to find helpful information about this election...

OR

Access personalized election information from a mobile device or computer using:



My Elections Gateway provides you the following:

- ◆ My Registration Status
- ◆ My Mail Ballot Drop-Off Map
- ◆ My Elected Officials
- ◆ My Polling Place
- ◆ My Election Results
- ◆ And Much More...



To access your personalized election information, go to:
Elections.SBCounty.gov
Click on the M.E. Gateway link.

For more election resources, visit
Elections.SBCounty.gov
or call (800) 881-VOTE or (909) 387-8300.



2026 City of Ontario Special Election

What's In This Guide

2026 City of Ontario Special Election

- Voter Registration

Voting Information

- Four Ways to Receive Your Ballot
- Four Ways to Cast Your Voted Ballot
- In-Person Voting Locations
- Sample Ballot – refer to the middle of this Guide

Measures Submitted to the Voters

- Measure V
- Measure W

General Information

- Assistance for Voters with Disabilities
- Language Assistance for Voters
- Replacement Mail Ballot Application
- Voter Bill of Rights
- Your Assigned Polling Place (back cover)

Voter Registration

You received this Voter Information Guide because you are a registered voter in San Bernardino County.

Submit a Change of Address form if you move within the County or change your mailing address. To submit an in-county change of address:

- Download the Change of Address form at Elections.SBCounty.gov/VoterRegistration/incountycoforms
- Return the completed and signed form to the Registrar of Voters office by:
 - Mail: Registrar of Voters, 777 E. Rialto Avenue, San Bernardino, CA 92415
 - Email: VoterRegistrations@rov.sbccounty.gov
 - Fax: (909) 387-2022

Register or re-register if you move outside the County, change your name, party preference, or want to update your signature. To register or re-register:

- Online: Go to RegisterToVote.ca.gov
- By Mail: Request a voter registration application to be mailed to you. Call (800) 881-VOTE or (909) 387-8300 or email VoterRegistrations@rov.sbccounty.gov
- In-Person: Pick up a voter registration application at locations throughout the County. Maps of voter registration locations within San Bernardino County are available at: Elections.SBCounty.gov/VoterRegistration/Where

The voter registration deadline for this election is Monday, March 9.

Missed the March 9 voter registration deadline?



Visit the Registrar of Voters office or any polling place to fill out a conditional voter registration application and vote a provisional ballot. For more information, visit Elections.SBCounty.gov or call (800) 881-VOTE or (909) 387-8300.

Voting Information

Four Ways to Receive Your Ballot	Four Ways to Cast Your Voted Ballot
<ol style="list-style-type: none">1) A ballot will be mailed to you<ul style="list-style-type: none">• Mail ballots will be delivered to the U.S. Postal Service on Monday, February 23.2) Request a replacement mail ballot<ul style="list-style-type: none">• If you do not receive your ballot, or your ballot is damaged, or you mark your ballot:<ul style="list-style-type: none">○ Call (909) 387-8300 or visit the Registrar of Voters' website at Elections.SBCounty.gov.○ Visit the Registrar of Voters office from Monday to Friday, February 23 through March 23 (Monday - Friday, 8 a.m. - 5 p.m.). The office will also be open on Election Day, March 24 (7 a.m. - 8 p.m.).3) Access a Remote Accessible Vote By Mail Ballot (RAVBM)<ul style="list-style-type: none">• Voters may use their computer to access and vote using an accessible ballot. Once selections are marked, voters will print their ballot, place it in an envelope, and return it to the Registrar of Voters main office, a Polling Place, Mail Ballot Drop-off location or Early Vote site.• To access the RAVBM and the Accessible Voter Information Guide, visit the Registrar of Voters' website at Elections.SBCounty.gov.4) Visit your Polling Place<ul style="list-style-type: none">• Polling Places are open on Election Day, March 24 (7 a.m. - 8 p.m.).• At a Polling Place, you may vote in person, register to vote to receive a ballot and receive accessibility and language assistance.	<ol style="list-style-type: none">1) By Mail<ul style="list-style-type: none">• Place your voted ballot in the postage-paid Official Return Envelope provided.• Sign and seal the envelope.• Mail your voted ballot via U.S. Postal Service.<p>IMPORTANT REMINDER: <i>In order for your ballot to be eligible to be counted, the return envelope MUST be postmarked on or before March 24 and received by the Registrar of Voters office no later than March 31.</i></p><p><i>In some locations, mail may not receive a postmark until the following day. If you mail your ballot on Election Day, it is recommended that you request a manual postmark from a postal employee inside your local U.S. Post Office.</i></p>2) Mail Ballot Drop-off Location<ul style="list-style-type: none">• Place your voted ballot in the postage-paid Official Return Envelope provided.• Sign and seal the envelope.• Drop off your voted ballot at any secure mail ballot drop-off location listed at Elections.SBCounty.gov/Voting/MailBallotDropOff.3) Registrar of Voters office<ul style="list-style-type: none">• Drop off your voted ballot at the Registrar of Voter's office.• You may also register to vote to receive a ballot and receive accessibility and language assistance.4) Polling Place<ul style="list-style-type: none">• Drop off your voted ballot at any polling place.• You may also cast an in-person ballot at your polling place.• You may also register to vote to receive a ballot and receive accessibility and language assistance.• Polling Places are open on Election Day, March 24 (7 a.m. - 8 p.m.). <p><i>You may track your mail ballot using California Secretary of State's tracking tool at: WheresMyBallot.sos.ca.gov.</i></p>

Early Vote Location

San Bernardino County Registrar of Voters

- 777 E. Rialto Avenue, San Bernardino, CA 92415
- Open Monday through Friday, February 23 to March 23, from 8 a.m. to 5 p.m.
- Open Election Day, Tuesday, March 24, from 7 a.m. to 8 p.m.

Polling Places

Below are the polling places located in the City of Ontario for this election. Polling places are open on Election Day from 7 a.m. to 8 p.m. To find your assigned polling place, refer to the back of this Guide.

Westwind Community Center
2455 E. Riverside Dr, Ontario, CA 91761

Anthony Munoz Community Center
1240 W. 4th St, Ontario, CA 91762

De Anza Community & Teen Center
1405 S. Fern Ave, Ontario, CA 91762

First United Methodist Church
918 N. Euclid Ave, Ontario, CA 91762

Chaffey Adult School (7th Street)
1802 E. 7th St, Ontario, CA 91764

Veterans Memorial Community Center
1257 E. D St, Ontario, CA 91764

Drop-Off Boxes

Below is the list of drop-off boxes located for this election. They are open from February 23 to March 24. Ballots must be delivered by 8 p.m. on Election Day to be counted.

San Bernardino County Registrar of Voters
777 E. Rialto Ave, San Bernardino, CA 92415

San Bernardino County TAD (Ontario)
1627 E. Holt Blvd, Ontario, CA 91761

Ontario City Hall
303 E. B St, Ontario, CA 91764

De Anza Community & Teen Center
1405 S. Fern Ave, Ontario, CA 91762

For more information:

- Use the My Elections Gateway online application on the Registrar of Voters' website at Elections.SBCounty.gov.
- Use the Polling Place Look-Up Tool on the Registrar of Voters' website at Elections.SBCounty.gov.
- Call (800) 881-VOTE or (909) 387-8300.

MEASURE V
CITY OF ONTARIO

IMPARTIAL ANALYSIS OF MEASURE V

This Impartial Analysis of Measure V has been prepared by the City Attorney pursuant to Section 9280 of the California Elections Code.

Measure "V" was placed on the ballot by an initiative petition signed by the requisite number of Ontario voters. If approved by a majority of the voters voting on it, Measure "V" would amend the Ontario Municipal Code to enact certain hotel, event center, and airport hospitality worker protection and minimum wage regulations, including:

- Hotel employers must supply certain hotel workers with electronic contact devices, for summoning on-scene assistance and reporting threatening conduct. Employers must have a designated security guard to receive alerts, provide workers with training, post notices of this practice, and must not take adverse action against a worker for reasonably using the device and reporting such conduct.
- Prohibits requiring hotel workers to clean more than 3,500 square feet of floorspace in any eight-hour workday, unless the employer pays twice the regular rate for all hours worked. This maximum amount shall be reduced for cleaning special-attention rooms, floor space on more than one floor of a hotel building, and additional bedrooms.
- Prohibits requiring hotel workers from working more than ten hours any workday unless the worker provides written consent, after being advised that they may decline.
- Except for certain temporary emergency cleaning contracts, prohibits obtaining hotel room cleaning via a subcontractor.
- When a hotel, event center, or airport hospitality operation changes control, the successor must, for 6 months after reopening, retain/hire from among workers that worked for the previous operator, subject to exemptions.
- Sets a local minimum wage for hotel, event center and airport hospitality workers at the following rates:

July 1, 2027	\$21.00/hr.
July 1, 2028	\$24.00/hr.
July 1, 2029	\$27.00/hr.
July 1, 2030	\$30.00/hr.

The minimum wage rate will then be subject to annual CPI increases.

- Requires equitable distribution of service charges to the worker(s) who performed the service(s).
- Requires hotel employers to maintain and make available records of employee training, rooms/hours worked and labor/subcontractor arrangements for 3 years. All hotel, hospitality and airport employers must also maintain employment offers, performance evaluations and proof of service charge distribution compliance for 3 years. If an employer violates this requirement, the City Manager will be responsible to ensure employer compliance.
- Requires the City Manager to grant up to a one year waiver of specific requirements for certain employers if they must lay off employees or reduce workers' hours below the thresholds specified in the measure to avoid bankruptcy or shutdown.
- Requires employers to provide notice of rights to workers in languages in addition to English.
- Prohibits retaliation against employees who practice or enforce their rights under this measure.
- Requires the City Manager to investigate all worker complaints and provides for penalties to employers who violate this measure.
- Provides that the requirements of this measure can be waived pursuant to a bona fide collective bargaining agreement.

This measure permits the City Council to make limited amendments without another election, provided the amendments extend greater protections or increase the minimum wage and benefits to workers beyond than provided therein. Otherwise, the City could not amend these provisions without subsequent majority voter approval.

The above statement is an impartial analysis of Measure "V". If you desire a copy of the Measure, please call the City's elections official at (909) 395-2166 and a copy will be mailed at no cost to you.

/s/ RUBEN DURAN
City Attorney

ARGUMENT IN FAVOR OF MEASURE V

This Argument in Favor of Measure V was submitted pursuant to Section 9282 of the California Elections Code. It is the opinion of the author(s), and has been printed exactly as submitted.

Measure V raises the minimum wage for workers that are the backbone of Ontario's economy. We clean rooms, welcome visitors, and help keep hotels, event centers, and the airport's hospitality operations running. Many of us live paycheck to paycheck, commute long distances, or juggle multiple jobs just to survive. **Measure V** raises wages for workers in hotels, event centers, and airport hospitality operations immediately to \$18 an hour and gradually raises them annually so working people can better support their families and spend money locally.

Measure V requires hotels to provide hotel housekeepers panic buttons so workers can instantly call for help if they feel unsafe. Many housekeepers work by themselves in guest rooms, which makes them vulnerable to harassment, threats, and assault. These protections make their work safer.

Measure V also ensures fair pay for hard work. Hotel housekeepers are often assigned heavy workloads with no additional compensation. Under this law, when workers are asked to clean extra rooms, they should be compensated for this additional work.

Billionaire hotel and stadium corporations often benefit from tax subsidies or public land, but then their employees too often struggle to afford basic necessities, and some even have to depend on taxpayer-funded anti-poverty programs. **Measure V** helps ensure that these wealthy corporations pay their employees enough so they don't need to depend on public benefits. Big corporations should not be a drain on our tax dollars.

This measure is about dignity, fairness, and safety. It protects working people while strengthening Ontario's economy.

Vote YES on Measure V.

s/ Maria Guadalupe Flores, Ontario Hotel Housekeeper
s/ Velkin Centeno Varga, Ontario Hotel Housekeeper
s/ Ana M. Botello L, Ontario Event Center Housekeeper
s/ Viola Tellez, Ontario Convention Center Server
s/ Lydia Hernandez, Ontario Airport Cashier

REBUTTAL TO ARGUMENT IN FAVOR OF MEASURE V

This Rebuttal to Argument in Favor of Measure V was submitted pursuant to Section 9285 of the California Elections Code. It is the opinion of the author(s), and has been printed exactly as submitted.

VOTE NO ON MEASURE V: A COSTLY SPECIAL INTEREST SCHEME

An LA-based special interest group is behind both Measures V and W, costing Ontario taxpayers over a million dollars for a special election. The same special interest group was behind a similar measure in Anaheim, which voters overwhelmingly rejected after an independent study showed that it would permanently harm the city's budget, result in millions in lost economic activity, and cause 5,128 job losses.

PUTS PUBLIC SAFETY AT RISK

The special interest backing Measure V falsely claims that it's needed to protect hotel housekeepers. In reality, Measure V does NOT enhance the safety of hotel employees because the city of Ontario ALREADY passed an ordinance that requires hotels to equip workers with panic buttons. Instead, Measure V will reduce city revenue and could lead to cuts in public safety and other essential services — putting all Ontario residents at risk.

ANOTHER BLOW TO SMALL BUSINESSES

Let's be clear: Measure V isn't about billionaires — there are none in Ontario — or about big corporations. It's an attack on our local businesses.

Ontario family-owned hotels and small businesses already face some of the highest state taxes and utility costs in the nation. Measure V imposes an unsustainable \$30-per-hour wage mandate on many Ontario businesses that will cause their operating expenses to skyrocket. These local businesses have no choice but to raise prices, reduce hiring, or cut staff altogether.

REBUTTAL TO ARGUMENT IN FAVOR – Continued on next page

Vote NO on Measure V.

s/ Paul S. Leon, Mayor, City of Ontario
s/ Alan D. Wapner, Mayor Pro Tem, City of Ontario
s/ Jim W. Bowman, Council Member, City of Ontario
s/ Debra Porada, Council Member, City of Ontario
s/ Daisy Macias, Council Member, City of Ontario

ARGUMENT AGAINST MEASURE V

This Argument Against Measure V was submitted pursuant to Section 9282 of the California Elections Code. It is the opinion of the author(s), and has been printed exactly as submitted.

Measure V increases costs, threatens to create a hole in Ontario's budget, could lead to cuts to public safety, hurts local small businesses, and kills jobs. Vote NO on Measure V.

INCREASES COSTS AND STRAINS CITY BUDGETS

At a time when families are already struggling with the high cost of living, Measure V forces an unsustainable wage mandate on many Ontario businesses that will lead to higher prices for consumers. This will make Ontario less affordable for residents.

To make matters worse, the City's fiscal impact report on Measure V found that it will reduce tax revenue that could lead to cuts in essential services like public safety, road maintenance, libraries and parks, and community events. Measure V's negative impact on the city budget could force higher taxes — further increasing our cost of living.

HURTS LOCAL SMALL BUSINESSES

Measure V unfairly targets Ontario small businesses and family-owned hotels with higher costs and regulations that won't apply to neighboring communities — damaging our local economy. Measure V threatens Ontario's reputation as a business-friendly city and hurts our ability to attract new investment and jobs, leaving our community poorer.

DESTROYS LOCAL JOBS

We all want to grow wages, but Measure V's \$30 per hour wage mandate is too much, too soon. It will cause labor costs to skyrocket and squeeze out mom-and-pop businesses that can't afford higher costs, which could lead to layoffs, reduced hiring, and discourage new businesses. According to independent economic studies of similar laws in other cities — thousands of jobs could be lost because of Measure V.

Join Ontario residents, small businesses, and City Council members opposing Measure V.

VOTE NO on Measure V's unsustainable wage mandate that could devastate our local economy.

s/ Paul S. Leon, Mayor, City of Ontario
s/ Alan D. Wapner, Mayor Pro Tem, City of Ontario
s/ Jim W. Bowman, Council Member, City of Ontario
s/ Debra Porada, Council Member, City of Ontario
s/ Daisy Macias, Council Member, City of Ontario

REBUTTAL TO ARGUMENT AGAINST MEASURE V

This Rebuttal to Argument Against Measure V was submitted pursuant to Section 9285 of the California Elections Code. It is the opinion of the author(s), and has been printed exactly as submitted.

FACT: Measure V lifts hospitality workers out of poverty and keeps them safe.

Hospitality workers are the backbone of our economy. Measure V raises wages for hospitality workers and provides panic buttons to keep workers safe. Experience across Southern California shows strong worker protections enhance public safety, reduce poverty and homelessness, and strengthen communities. **Measure V reduces crime by reducing poverty.**

FACT: Measure V enhances public safety.

Measure V improves public safety by providing panic buttons that allow hotel housekeepers to call for security in emergencies. These protections help prevent crime targeting vulnerable workers and support reporting of threats.

REBUTTAL TO ARGUMENT AGAINST – Continued on next page

FACT: Measure V addresses our cost-of-living crisis.

Hospitality workers need economic stability as housing costs rise. Higher wages help workers avoid overcrowded housing or living out of their cars. **Measure V ensures that jobs in hotels, airport hospitality operations, and major event centers provide dignified work that supports families and community stability.**

FACT: Measure V strengthens city services and community organizations.

Wealthy hospitality employers should not rely on taxpayers and charities to subsidize poverty wages. Measure V ensures employers pay wages that reduce pressure on shelters, food banks, and emergency services. **When families earn enough to meet basic needs, city services and nonprofit resources stretch further.**

FACT: Measure V supports local businesses.

When hospitality workers earn more, they spend more at local restaurants, shops, and neighborhood businesses. **Measure V keeps money circulating locally and strengthens small businesses.**

Vote YES on Measure V to reflect Ontario's values of safety, fairness, and prosperity.

s/ Maria Guadalupe Flores, Ontario Hotel Housekeeper
s/ Lydia Hernandez, Ontario Airport Cashier
s/ James Klingelberg, Hotel Ontario, Cook
s/ Nuncia Acuña, Ontario Hotel Housekeeper
s/ Maria Elena Bermejo, Ontario Hotel Housekeeper

FULL TEXT FOR MEASURE V

ORDINANCE NO. _____

AN ORDINANCE OF THE PEOPLE OF THE CITY OF ONTARIO, CALIFORNIA, ADDING CHAPTER 34 TO TITLE 5 OF THE ONTARIO MUNICIPAL CODE TO ESTABLISH HOTEL, EVENT CENTER AND AIRPORT HOSPITALITY WORKER PROTECTION AND MINIMUM WAGE REGULATIONS.

Subject to the approval of a majority of the voters of the City of Ontario casting ballots regarding this measure/ordinance at the Special Municipal Election so designated by the City Council in a separate resolution placing this measure/ordinance on the ballot for such election:

THE PEOPLE OF THE CITY OF ONTARIO, CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1. Title. This measure shall be known and may be cited as the Hotel, Event Center, and Airport Worker Protection, Retention, and Minimum Wage Ordinance.

SECTION 2. Hotel, Event Center, and Airport Worker Protection, Retention, and Minimum Wage Ordinance.

Chapter 34 of Title 5 of Volume I of the Ontario Municipal Code is added to read as follows:

"Title 5—PUBLIC WELFARE, MORALS, AND CONDUCT

Chapter 34 — HOTEL, EVENT CENTER, AND AIRPORT WORKER PROTECTION, RETENTION, AND MINIMUM WAGE

Sec. 5-34.01. Purpose.

This purpose of this ordinance is to improve and protect the welfare of low-wage service workers at large hospitality venues, including employees at large hotels, at event centers, and at Ontario International Airport.

Hotel workers who work by themselves in guest rooms are vulnerable to crimes and other threatening behavior, including sexual assault. Ensuring that hotel workers are equipped with personal security devices and supported in their ability to report criminal and threatening behavior to the proper authorities will promote their personal safety from criminal threat and improve public safety overall.

Hotel workers who clean guest rooms are also sometimes assigned overly burdensome room cleaning quotas and may be disciplined for failing to meet these quotas. Overly burdensome room cleaning quotas undermine the public interest in ensuring that hotel room cleaners are able to perform their work in a manner that adequately protects public health and are treated with respect and dignity. This chapter includes provisions to assure that workers receive fair compensation through a wage premium when their workload assignments exceed defined limits. Ensuring that hotel workers receive fair compensation for their work assignments will promote the public interest and enable hotel workers to receive fair pay for honest work.

FULL TEXT – Continued on next page

Currently, hotel workers are commonly assigned unexpected and mandatory overtime, which limits hotel workers' ability to meet family and personal commitments and interferes with their ability to schedule in advance for those commitments. This chapter prohibits hotel employers, absent an emergency, from assigning a worker mandatory overtime work when the worker's shift exceeds ten (10) hours in a day unless the worker has provided informed consent.

Hospitality workers employed through labor contractors are uniquely vulnerable to abusive employment practices. Temporary workers also tend to have less experience and training and are less well-positioned to protect against the spread of disease through effective cleaning methods or to identify circumstances indicating human trafficking or preparations for acts of terrorism. With certain exceptions, the chapter prohibits hotel employers from entering into new, amended, or extended contracts with labor contractors to supply hotel workers to clean rooms.

Often, when corporate ownership or management of a hotel, event center, or airport hospitality operation changes, the business closes for renovations and reopens with a new workforce; very few, if any, of the former hospitality workers are retained, and hundreds of workers are displaced. A transitional retention period upon change of ownership, control, or operation ensures employment stabilization for a segment of the community. It also alleviates the demands for social services provided by the City and other local governments due to any worker displacement and resulting unemployment. Through this ordinance, the City seeks to maintain the welfare and stability of the Ontario hospitality industry workforce.

Wages paid to workers at hotels, event centers, and airport hospitality providers are often economically restrictive and can prevent these hospitality workers from exercising purchasing power at local businesses, which takes a toll on the local economy. Moreover, these workers, who often live paycheck to paycheck, are frequently forced to work two or three jobs to provide food and shelter for their families. They also rely on the public sector as a provider of social support services and therefore the City has an interest in promoting an employment environment that protects government resources. In requiring the payment of a higher minimum wage, this chapter benefits that interest.

Income equality is one of the most pressing economic, social and civil rights issues facing the City of Ontario. By requiring a higher minimum wage, the City seeks to promote the health, safety and welfare of thousands of service workers by ensuring they receive fair compensation for the work they perform. The City also seeks to improve the welfare of hospitality workers by mandating that hotel, event center, or airport hospitality employers pay service charges to their workers. When a service charge is listed on a customer's bill, often times there is a reduction in the gratuity to the worker on the assumption that the service charge is automatically paid to the worker. This ordinance guarantees that a worker gets paid for any service charge a customer reasonably would believe is intended for the worker who actually performed the service.

Because hotels, event centers, and airports receive benefits from City assets and investments and because the City and its tourist industry benefit from hotels, event centers, and airports with experienced and respected workers with low turnover, it is fair and reasonable to require hotel, event center, and airport hospitality employers to pay their workers a fair wage. Doing so will benefit the local economy and benefit City visitors, residents, and businesses.

Sec. 5-34.02. Definitions.

For purposes of this chapter, the following definitions apply:

- (a) "Airport" means Ontario International Airport.
- (b) "Airport hospitality operation" means any business that prepares, delivers, inspects, or provides any other service in connection with the preparation of food or beverage for aircraft crew or passengers at the Airport, or that provides food and beverage, retail, or other consumer goods or services to the public at the Airport (including airport concessions operations and lounges and inflight catering services). The term airport hospitality employer does not include an air carrier certificated by the Federal Aviation Administration.
- (c) "Airport hospitality employer" means any person who owns, controls, or operates an airport hospitality operation in the City, and includes any person or contractor who, in a managerial, supervisory, or confidential capacity, employs workers to provide services at an airport hospitality operation in conjunction with the airport hospitality operation's purpose.
- (d) "Airport hospitality worker" means any person who is employed by an airport hospitality employer to provide services at an airport. "Airport hospitality worker" does not include a managerial, supervisory, or confidential employee.
- (e) "Additional-bed room" means a guest room with two (2) or more beds, including a guest room with an additional bed or beds other than those regularly within the guest room, such as a cot or rollaway bed.

- (f) "Adverse employment action" means an action that detrimentally and materially affects the terms, conditions, or privileges of employment, including but not limited to any act to discharge, reduce compensation, reduce work hours, alter established work schedules, increase workload, impose fees or charges, or change duties of a worker.
- (g) "Change in control" means (1) any sale, assignment, transfer, contribution, or other disposition of all or substantially all of the assets used in the operation of a hotel, event center, or airport hospitality operation, or a discrete portion of the such, that continues in operation as a hotel, event center, or airport hospitality operation; (2) any sale, assignment, transfer, contribution, or other disposition of a controlling interest (including by consolidation, merger, or reorganization) of an incumbent employer or any person who controls an incumbent employer; or (3) any other event or sequence of events (including a purchase, sale, lease, or termination of a management contract or lease) that causes the identity of the incumbent employer to change. For purposes of this chapter, a change in control shall be defined to occur on the date of execution of the document effectuating the change in control, or, if there are multiple such documents, the earliest of the dates of execution of those documents.
- (h) "Checkout room" means a guest room to be cleaned by a hotel worker due to the departure of the guest assigned to that room.
- (i) "City" means the City of Ontario.
- (j) "Client hotel employer" means a hotel employer that obtains or is provided hotel workers to perform labor within its usual course of business from a labor contractor.
- (k) "Clear and conspicuous" means in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that is clearly visible in context and clearly calls attention to the language.
- (l) "Eligible worker" means any individual (1) whose primary place of employment is at a hotel subject to a change in control, (2) who is employed directly by the incumbent employer, or by a person who has contracted with the incumbent employer to provide services at the hotel subject to a change in control, and (3) who has worked for the incumbent employer for at least one (1) month prior to the execution of the transfer document.
- (m) "Emergency" means an immediate threat to public safety or of substantial risk of property loss or destruction.
- (n) "Event center" means a publicly or privately owned structure of more than 50,000 square feet or 1,000 seats that is used for the purposes of public performances, sporting events, business meetings, or similar events, and includes concert halls, stadiums, sports arenas, racetracks, coliseums, and convention centers. The term "event center" also includes any contracted, leased, or sublet premises connected to or operated in conjunction with the event center's purpose, including food preparation facilities, concessions, retail stores, restaurants, bars, and structured parking facilities. "Event center" does not include civic or community centers or facilities owned, operated or controlled by: (i) religious institutions, (ii) nonprofit organizations if the facility is owned, operated or controlled by a nonprofit organization as of April 1, 2025 or as of the opening date of the facility (if the facility opens after April 1, 2025), or (iii) elementary, middle, and high schools.
- (o) "Event center employer" means any person who owns, controls, or operates an event center in the City, and includes any person or contractor who, in a managerial, supervisory, or confidential capacity, employs workers to provide services at an event center in conjunction with the event center's purpose.
- (p) "Event center worker" means any person who is employed by an event center employer to provide services at an event center. "Event center worker" does not include a managerial, supervisory, or confidential employee.
- (q) "Guest" means a registered guest of a hotel, a person occupying a guest room with a registered guest, or a visitor invited to a guest room by a registered guest or other person occupying a guest room.
- (r) "Guest room" means any room, suite of rooms, dwelling unit, cottage, or bungalow intended to be used by a guest of a hotel for transient sleeping purposes.

- (s) "Hotel" means a residential building or transient occupancy residential structure that provides temporary lodging for payment in the form of overnight accommodations in guest rooms to transient patrons for periods of thirty (30) or fewer consecutive calendar days, and may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public, and containing eighty (80) or more guest rooms, or suites of rooms (adjoining rooms do not constitute a suite of rooms). The number of guest rooms or suites of rooms shall be calculated based on the room count on April 1, 2025, or on the opening of the Hotel (if the Hotel opens after April 1, 2025), whichever is greater, and shall include the total number of guest rooms or suites of rooms in aggregate among all businesses offering overnight accommodations within the residential building or transient occupancy residential structure. "Hotel" includes hotels, motor lodges, motels, apartment hotels, transient occupancy residential structures and extended-stay hotels that rent units (including units with kitchens) for thirty (30) or fewer days, private residential clubs, tourist courts, and hostels that contain both dormitory-style accommodations and private guest rooms that may be reserved, meeting the definition set forth above. "Hotel" also includes any contracted, leased, or sublet premises that is connected to, located within, directly accessible from, operated in conjunction with, or providing services at a hotel or hotel building, including but not limited to retail or food service outlets. "Hotel" does not include hostels that contain only dormitory-style accommodations, shared bathrooms, and reservations of beds rather than rooms. "Hotel" also does not include short-term residential rental units (including residential dwelling units, guest rooms, accessory living quarters, or other residential structures thereof).
- (t) "Hotel employer" means any person who owns, controls, or operates a hotel in the City, and includes any person or contractor who, in a managerial, supervisory, or confidential capacity, employs workers to provide services at a hotel in conjunction with the hotel's purpose.
- (u) "Hotel worker" means any person who is employed by a hotel employer to provide services at a hotel. "Hotel worker" does not include a managerial, supervisory or confidential employee.
- (v) "Incumbent employer" means the person who owns, controls, and/or operates a hotel, event center, or airport hospitality operation subject to a change in control prior to the change in control.
- (w) "Labor" shall have the same meaning provided by California Labor Code §200.
- (x) "Labor contractor" means an individual or entity that supplies, either with or without a contract, a client hotel employer with hotel workers to perform labor, as defined herein, within the client hotel employer's usual course of business. "Labor contractor" does not include either of the following: (A) a bona fide nonprofit organization that provides services to workers; or (B) a bona fide labor organization, as defined in 29 U.S.C. § 152, or an apprenticeship program, training program, or hiring hall operated pursuant to a labor-management agreement.
- (y) "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.
- (z) "Personal security device" means a portable electronic emergency contact device, including but not limited to a panic button, that signals the hotel worker's location and that provides direct contact between a hotel worker and a hotel security guard or responsible manager or supervisor designated by a hotel employer to respond to violent or threatening conduct. A personal security device does not include a whistle, noise-maker, alarm bell, or similar device that does not provide direct contact between the hotel worker and the designated security officer.
- (aa) "Room attendant" means a hotel worker whose principal duties are to clean and put in order guest rooms in a hotel.
- (bb) "Room cleaning" means the performance of services or tasks that are required to maintain the cleanliness of a physical hotel room before, during, or after a guest's stay. Room cleaning does not include time spent maintaining or organizing inventory (e.g., mini-bar, toiletries, towels, linens) or time spent delivering such inventory to a guest room when not accompanied by other room cleaning tasks. Room cleaning does not include turndown service or tasks associated with preparing already-made beds for sleep when not accompanied by other room cleaning tasks. Room cleaning does not include preventative or as needed maintenance activities such as repair, replacement, and general maintenance of appliances, electronics, furniture, doors, windows, carpets, walls, plumbing, and other fixtures.

- (cc) "Service charge" means any separately-designated amount charged and collected by a hotel employer from customers that is for service by hotel workers, or is described in such a way that customers might reasonably believe that the amount is for those services or is otherwise to be paid or payable directly to workers, including those charges designated on receipts, invoices, or billing statements under the terms "service charge," "table charge," "porterage charge," "automatic gratuity charge," "healthcare surcharge," "benefits surcharge," or similar language. Service charge does not include a tip or gratuity as defined under state or federal law.
- (dd) "Special-attention room" means a checkout room or a guest room for which the occupant declined daily room cleaning on the immediately preceding day.
- (ee) "Successor employer" means the person who owns, controls, and/or operates a hotel, event center, or airport hospitality operation subject to a change in control after the change in control.
- (ff) "Transfer document" means the purchase agreement or other document(s) creating a binding agreement to effect the change in control.
- (gg) "Unforeseen emergency" means an emergency or unforeseen contingency, including an unforeseen increase in demand, that: (a) could not be planned for; (b) is not the result of mismanagement, malfeasance, or willful neglect on the part of the hotel employer; and (c) could not have been prevented by prudent action by the hotel employer.
- (hh) "Usual course of business" means the regular and customary work of a business, performed within or upon the premises or worksite of the client hotel employer.
- (ii) "Violent or threatening conduct" means (1) any conduct that involves the use of physical violence or that would reasonably be interpreted as conveying a threat of the use of physical violence, and includes but is not limited to rape, assault (including sexual assault), and battery (including sexual battery), as defined by the California Penal Code, as well as any threat or attempt to commit such an act; or (2) any sexual conduct, or solicitation to engage in sexual conduct, directed by a guest at a hotel worker without the consent of the hotel worker and includes, but is not limited to, indecent exposure as defined by the California Penal Code.
- (jj) "Workday" means any consecutive twenty-four (24) hour period commencing at the same time each calendar day.
- (kk) "Worker retention period" means the period beginning upon the change in control and continuing for six (6) months after the hotel, event center, or airport hospitality operation is open to the public under the successor employer.

Sec. 5-34.03. Measures to protect hotel workers from violent or threatening conduct.

- A. A hotel employer shall provide a personal security device to each hotel worker assigned to work in a guest room or restroom facility where other hotel workers are not assigned to be present. The personal security device shall be provided at no cost to the hotel worker and shall be maintained in good working order by the hotel employer.
- B. A hotel worker may activate a personal security device whenever a hotel worker reasonably believes that violent or threatening conduct or an emergency is occurring in the hotel worker's presence. Immediately prior to or upon activating the device, the hotel worker may cease work and leave the immediate area of danger to await assistance. No hotel worker shall be subject to an adverse employment action for activating a personal security device or for ceasing work to await assistance absent clear and convincing evidence that the hotel worker knowingly and intentionally made a false claim of emergency.
- C. A hotel employer shall at all times have a designated and assigned security guard who can receive alerts from personal security devices and can provide immediate on-scene assistance in the event that a personal security device is activated. For all such designated security guards, hotel supervisors, and managers, the hotel employer shall provide no fewer than three (3) hours of training on (a) the requirements of this section; (b) instruction on the proper functioning and maintenance of the hotel's personal security devices; and (c) the protocols for responding to an activated personal security device. Such training shall be conducted at least annually, and the hotel employer shall maintain accurate records demonstrating attendance at such trainings for no less than three (3) years following the date of the training, a copy of which shall be provided to any hotel worker or hotel worker's designated representative who requests such record.

- D. A hotel worker who brings to the attention of a hotel employer violent or threatening conduct by a hotel guest shall be afforded the following rights:

- i. A hotel employer shall immediately allow a hotel worker sufficient paid time to report the violent or threatening conduct to a law enforcement agency and to consult with a counselor or advisor of the hotel worker's choice.

- ii. A hotel employer shall not prevent, or attempt to prevent, a hotel worker from reporting violent or threatening conduct to a law enforcement agency.
- iii. A hotel employer shall not take or threaten to take any adverse employment action against a hotel worker based on the hotel worker's decision to report or not to report violent or threatening conduct to a law enforcement agency.
- iv. Upon request by a hotel worker, a hotel employer shall provide reasonable accommodations to a hotel worker who has been subjected to violent or threatening conduct. Reasonable accommodations may include, but are not limited to, a modified work schedule, reassignment to a vacant position, or other reasonable adjustment to job structure, workplace facility, or work requirements.
- v. A hotel employer shall place on the back of the entrance door to each guest room and restroom facility in a hotel a sign written in a font size of no less than eighteen (18) points that includes the heading "The Law Protects Hotel Workers From Threatening Behavior," provides a citation to this chapter of the City of Ontario Municipal Code, and notifies guests that the hotel employer provides personal security devices to its employees.
- vi. A hotel employer shall provide annual training to its hotel workers regarding how to use and maintain a personal security device, the hotel employer's protocol for responding to activation of a personal security device, and the rights of hotel workers and obligations of the hotel employer as set forth in this section. Such training shall be provided to hotel workers by the later of thirty (30) days after the effective date of this chapter or within one (1) month of the hotel worker's date of hire. The hotel employer shall provide the training in each language spoken as the primary language of at least ten percent (10%) of the hotel's workforce. The hotel employer shall maintain accurate records demonstrating attendance at such trainings, a copy of which shall be provided to any hotel worker or hotel worker's designated representative who requests such records.

Sec. 5-34.04. Measures to provide fair compensation for workload.

A. A hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than three thousand five hundred (3,500) square feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant's regular rate of pay for each and every hour worked during the workday. If a room attendant during a workday of eight (8) or more hours is assigned to clean any combination of six (6) or more special-attention rooms or additional-bed rooms, the total amount of square footage that will entitle a room attendant to premium pay under this section, referred to herein as the workload limitation, shall be reduced by five hundred (500) square feet for each such special-attention room or additional-bed room over five (5). If a room attendant is required to clean floor space in more than one (1) hotel building during a workday, the total workload limitation under this subsection shall be reduced by five hundred (500) square feet for each additional hotel building. If a room attendant is required to clean floor space on more than one (1) floor of a hotel building, the total workload limitation under this subsection shall be reduced by five hundred (500) square feet for each additional floor. The workload limitations contained in this section apply to any combination of spaces, including guest rooms, meeting rooms, and other rooms within the hotel, and apply regardless of the furniture, equipment, or amenities in such rooms. The hotel employer shall state the actual square footage of each room in any written assignment of rooms that it provides to room attendants.

B. The maximum floor space set forth in subsection A shall be reduced on a prorated basis if a room attendant works less than eight (8) hours in a workday, or is assigned to perform room cleaning for less than eight (8) hours in a workday, and shall be increased on a prorated basis for each hour of overtime that a room attendant works in excess of eight (8) hours in a workday, and shall be calculated on a prorated basis by room attendant if a room attendant is assigned to clean rooms jointly with one (1) or more other room attendants.

C. A hotel employer shall not require or permit a hotel worker to work more than ten (10) hours in a workday unless the hotel worker consents in writing to do so. A hotel worker's consent shall not be valid unless the hotel employer has advised the hotel worker in writing prior to the hotel worker's consent that the hotel worker may decline to work more than ten (10) hours in a workday and that the hotel employer will not subject the hotel worker to any adverse employment action for declining to work more than ten (10) hours in a workday. This subsection shall not apply in the event of an emergency.

D. A hotel shall not implement any program or policy whereby guest rooms are not cleaned after each and every night that they are occupied, including a program under which guests receive a financial incentive to not have their guest room cleaned on a daily basis. This subsection does not prevent a hotel from continuing, modifying or establishing a sustainable environmental program, such as a "green program," under which guests are encouraged to re-use linens, bath towels or similar items, nor does it require a hotel to have any guest room cleaned when the occupant has opted-out of such service without solicitation by the hotel or when the occupant informs the hotel that they do not wish to be disturbed.

E. Each hotel employer shall maintain for at least three (3) years a record of each room attendant's name, rate of pay, pay received, identification of rooms cleaned, actual square footage of each room cleaned, number of special-attention rooms, number of additional hotel buildings, number of additional-bed rooms, and total square footage cleaned for each workday, overtime hours worked for each workday, and any written consents provided pursuant to subsection C of this section. A hotel employer shall make these records available for inspection and copying to any hotel worker or hotel worker's designated representative, except that the names and other personally identifying information of individual hotel workers shall be redacted except to the extent that the records identify the hotel worker who is making the request. A hotel employer shall maintain an accurate record of the square footage of each room that room attendants are assigned to clean, a copy of which shall be provided to any hotel worker or hotel worker's designated representative who requests such record.

Sec. 5-34.05. Subcontracting of hotel room cleaning.

A. Effective 30 days from the effective date of the ordinance, a client hotel employer may not enter into any new, amended, or extended contract, oral or written, or any other arrangement under which a labor contractor supplies hotel workers to perform room cleaning, as defined in section 3-6-102.

B. Subsection A of this section shall not apply to a temporary contract between a client hotel employer and a labor contractor that meets the following criteria:

- (1) lasts no more than 3 consecutive days and is not subject to renewal during the same calendar year;
- (2) addresses an unforeseen emergency; and
- (3) does not displace or reduce the working hours of any hotel employee employed by the client hotel employer who performs room cleaning.

C. A client hotel employer may use one or more labor contractors to perform room cleaning pursuant to one or more temporary contracts under subsection B of this section for no more than 15 days during any calendar year.

D. Each hotel employer shall maintain for a period of three (3) years records showing any contract or other arrangement with a labor contractor for the provision of hotel workers to provide room cleaning and documentation of any unforeseen emergency or unexpected increase in demand used to justify the use of a temporary contract or arrangement under subsection B of this section. A hotel employer shall make these records available for inspection and copying to any hotel worker or hotel worker's designated representative who requests such records.

Sec. 5-34.06. Notice of change in control.

A. Within five (5) days of a change in control of a hotel, event center, or airport hospitality operation, a successor employer shall post written notice of the change in control at the location of the affected business. This written notice shall remain posted during any closure of the affected business and for six (6) months following the first date on which the affected business is open to the public under the successor employer.

B. The written notice provided for in subsection A shall include, but not be limited to, the name and contact information of the incumbent employer, the name and contact information of the successor employer, and the effective date of the change in control.

C. The written notice provided for in subsection A shall be posted in a conspicuous place at the affected business and shall be readily visible to all eligible workers, as well as other employees and applicants for employment.

Sec. 5-34.07. Worker retention.

A. Within fifteen (15) days of a change in control, an incumbent employer shall provide a successor employer with a list of eligible workers. This list shall include the name, date of hire, and job classification of each eligible worker. A successor employer shall be required to maintain and hire from this list during the worker retention period.

B. A successor employer shall, during the worker retention period, offer each eligible worker employment for no less than ninety (90) days, except that:

i. A successor employer shall not be required to offer employment to an eligible worker if the successor employer has reasonable and substantiated cause not to retain that eligible worker based on that eligible worker's individual performance or conduct while employed by the incumbent employer; and

ii. If a successor employer determines during the worker retention period that it requires fewer workers than were required by the incumbent employer, the successor employer shall retain eligible workers by seniority within each job classification to the extent that comparable job classifications exist.

C. An eligible worker retained pursuant to this section shall be employed under terms and conditions established by the successor employer as required by law and shall not be discharged except for good cause based on individual performance or conduct.

D. An offer of employment made pursuant to subsection B shall be made in writing and shall remain open for at least ten (10) business days from the date of the offer.

E. A successor employer shall retain written verification of each offer of employment made pursuant to subsection B. This verification shall include the name, address, date of hire, and job classification of the eligible worker to whom the offer was made. A successor employer shall retain the required verification for no less than three (3) years from the date the offer is made.

F. At the end of the worker retention period, a successor employer shall provide each worker retained pursuant to this section with a written performance evaluation. If the worker's performance was satisfactory, the successor employer shall consider offering the worker continued employment under the terms and conditions established by the successor employer and as required by law. A successor employer shall retain the written performance evaluation required under this subsection for no less than three (3) years from the date it is issued.

G. The rights to retention set forth in this section do not apply to any managerial, supervisory, or confidential employee and do not include the right to retain any supervisory or management responsibility.

Sec. 5-34.08. Minimum wage payment requirements.

A. Hotel employers, event center employers, and airport hospitality employers shall pay hotel workers, event center workers, and airport hospitality workers, as applicable, a wage of no less than the hourly rates set under the authority of this article.

B. Starting upon the effective date of this ordinance, the minimum wage for each worker described in Paragraph A of this Section, not including gratuities, service charge distributions, commissions, or bonuses, to the worker, shall be eighteen dollars (\$18) per hour. Thereafter, the minimum wage shall increase as follows:

July 1, 2027	\$21.00	per hour
July 1, 2028	\$24.00	per hour
July 1, 2029	\$27.00	per hour
July 1, 2030	\$30.00	per hour

C. Starting on July 1, 2029, and annually thereafter on July 1, the minimum wage rate required under subsection B of this section will increase based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, California), which is published by the Bureau of Labor Statistics.

D. The City Manager shall announce the adjusted rates on March 1st and publish a bulletin announcing the adjusted rates, which shall take effect on July 1st of each year. Such bulletin will be made available to all hotel employers, event center employers, and airport hospitality employers and to any other person who has filed with the City Manager a request to receive such notice, but lack of notice shall not excuse noncompliance with this section. The City Manager shall prescribe a poster advising hotel workers, event center workers, and airport hospitality workers of their rights under this section and distribute it to all hotel employers, event center employers, and airport hospitality employers. A hotel employer, event center employer, or airport hospitality employer shall post the notice in a prominent place where it will be seen by its hotel workers, event center workers, or airport hospitality workers, as applicable. A hotel employer, event center employer, or airport hospitality employer shall provide written notification of the rate adjustments to each of its hotel workers, event center workers, or airport hospitality workers and make the necessary payroll adjustments by July 1st following the publication of the bulletin. Other forms of compensation, such as service charges, commissions, bonuses, tips, or gratuities, received by hotel workers, event center workers, or airport hospitality workers shall not be credited as being any part of or offset against the wage rates required by this Section.

Sec. 5-34.09. Service charges.

A. Hotel employers, event center employers, and airport hospitality employers shall distribute all service charges in their entirety to the hotel workers, event center workers, and airport hospitality worker(s) who performed services for the customers from whom the service charges are collected. No part of these amounts may be paid to workers whose primary role is supervisory or managerial. No hotel employer, event center employer, or airport hospitality employer, or agent thereof, shall deduct any amount from wages or other compensation due a worker on account of a service charge, or require a worker to credit the amount of a service charge, in whole or in part, against or as a part of the wages or other compensation due the worker.

B. Amounts collected as service charges shall be paid to hotel workers, event center workers, and airport hospitality workers equitably and according to the services that are or appear to be related to the description of the service charge given by the hotel employer, event center employer, or airport hospitality employer to the customers. Except as otherwise required by law, amounts collected as surcharges for healthcare or other employee benefits shall be: (i) deposited within seven days of their collection into segregated accounts controlled exclusively by workers, including but not limited to Flexible Spending Accounts, Health Savings Accounts, or Premium-Only Cafeteria Plans; or (ii) paid to workers in wages. No part of any amount collected as a surcharge for healthcare, or as a surcharge identified by the employer as a benefit for workers, shall revert to the employer.

C. Without limitation of the foregoing:

i. Service charge amounts collected for hotel or event center banquets, or hotel or event center-catered meetings, shall be paid to the hotel workers or event center workers as applicable who actually work at the banquet or catered meeting;

ii. Service charge amounts collected for hotel room service shall be paid to the hotel workers who actually deliver food and beverage associated with the charge; and

iii. Service charge amounts collected for hotel portage service shall be paid to the hotel workers who actually carry the baggage associated with the charge.

D. All service charges must be disclosed to consumers with clear and conspicuous notice prior to the time that the customer makes a purchase or selection, in such a way that customers might easily and reasonably deduce what the service charge is for.

E. Hotel employers, event center employers, and airport hospitality employers shall disclose in writing to each hotel worker, event center worker, and airport hospitality worker, as applicable, its plan of distribution of service charges and shall report to workers on each payroll date the amount of service charges collected and amount distributed to workers for the pay period in question.

F. The amounts shall be paid to the workers no later than the next payroll following collection of the service charge amounts from customers, except that any amounts collected in cash shall be paid to workers at the close of business on the day the amounts are collected.

G. A hotel employer, event center employer, or airport hospitality employer who permits customers to pay service charges by credit card shall pay the workers the full amount of the service charge that the customer indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company.

H. The hotel employer, event center employer, or airport hospitality employer shall keep records showing compliance with the provisions of this section for no less than three (3) years from the date of collection of service charge amounts from the customer, a copy of which shall be provided to any hotel worker, event center worker, or airport hospitality worker, or such worker's designated representative, who requests such record.

I. This section does not apply to any tip, gratuity, money, or part of any tip, gratuity, or money that has been paid or given to or left for a hotel worker, event center worker, or airport hospitality worker by customers over and above the actual amount due for services rendered or for goods, food, drink, or articles sold or served to customers.

Sec. 5-34.10. Limited waiver for certain employers.

A. The City Manager shall grant a waiver from particular requirements of this chapter to any hotel employer, event center employer, or airport hospitality employer who demonstrates, with evidence, that compliance with such requirements would require the employer, in order to avoid bankruptcy or a shutdown of the hotel, to reduce its workforce by more than 20 percent (20%) or curtail its workers' total work hours by more than 30 percent (30%). The City Manager shall grant such a waiver only after reviewing an employer's evidence of its financial condition at the employer's expense. A waiver granted under this section shall be valid for no more than one (1) year. A determination by the City Manager to grant or deny a request for waiver under this section may be appealed to the City Council within fourteen (14) days after the date of the City Manager's action by any aggrieved person. All provisions of this chapter shall apply as written to all hotel employers, event center employers, or airport hospitality employers in the City unless and until the City Manager grants a waiver to such an employer pursuant to this Section or, if a timely appeal is filed, until the City Council makes the final determination to grant a waiver to a hotel employer, event center employer, or airport hospitality employer. Notwithstanding this section, no waiver shall be granted with respect to the requirements of section 5-34-03 of this chapter.

B. Prior to submitting a waiver application pursuant to this section, a hotel employer, event center employer, or airport hospitality employer shall provide written notice of the waiver application to all hotel workers, event center workers, and airport hospitality workers, as applicable, employed by the employer. Within three (3) days of receiving a waiver determination from the City Manager under this section, a hotel employer shall provide written notice of the determination to all hotel workers, event center workers, or airport hospitality workers employed by the employer.

Sec. 5-34.11. Notice.

A hotel employer, event center employer, or airport hospitality employer shall provide written notice of the rights of workers set forth in this chapter to each hotel worker, event center worker, or airport hospitality worker, as applicable, at the time of hire or within thirty (30) days of the effective date of this chapter, whichever is later. Such written notice shall be provided in English, Spanish, and any other language known by the employer to be spoken by ten percent (10%) or more of the workers employed by the employer at the relevant worksite.

Sec. 5-34.12. Retaliatory action prohibited.

No person shall discharge, reduce compensation of, take adverse employment action against, or otherwise discriminate against any worker for opposing any practice proscribed by this chapter, for participating in proceedings related to this chapter, for seeking to enforce a worker's rights under this chapter by any lawful means, or for otherwise asserting rights under this chapter. An employer taking any adverse employment action against any worker who is known to have engaged in any of the foregoing activities within one (1) year preceding the adverse employment action shall provide to the worker at or before the time of the adverse employment action a detailed written statement of the reason or reasons for the discharge or other adverse employment action, including all the facts claimed to substantiate the reason or reasons.

Sec. 5-34.13. Administrative Regulations.

The City Manager is authorized to adopt administrative regulations that are consistent with and in furtherance of the provisions of this chapter. Violations of the administrative regulations adopted pursuant to this section and within the authority of the City Manager shall constitute violations of this chapter and shall subject the violator to the penalties set forth in this chapter.

Sec. 5-34.14. Joint Civil Liability.

A hotel employer, event center employer, or airport hospitality employer who contracts with another person, including, without limitation, another hotel employer, event center employer, or airport hospitality employer, or a temporary staffing agency, employee leasing agency, or professional employer organization, to obtain the services of hotel workers, event center workers, or airport hospitality workers shall share all civil legal responsibility and civil liability for violations of this chapter by that person for workers performing work pursuant to the contract. For the purposes of this section, the term "person" shall not include:

- i. A bona fide nonprofit organization that provides services to workers;
- ii. A bona fide labor organization, as defined in 29 U.S.C. §152, or an apprenticeship program, training program, or hiring hall operated pursuant to a labor-management agreement.

Sec. 5-34.15. Supersession by Collective Bargaining Agreement.

The provisions of sections 5-34-03 through 5-34-09 of this chapter, or any part thereof, may be waived pursuant to a bona fide collective bargaining agreement, but only if the waiver is expressly set forth in clear and unambiguous written terms. Neither party to a collective bargaining relationship may waive or supersede any provision of this chapter by means of unilaterally imposed terms or conditions of employment.

Sec. 5-34.16. Enforcement.

A. A hotel worker, event center worker, or airport hospitality worker, or designated representative of such a worker, claiming violation of this chapter may report such claimed violation to the City Manager, who shall cause such complaint to be investigated. Whether based upon such a complaint or otherwise, where the City Manager or the City Manager's delegatee has determined that a hotel employer, event center employer, or airport hospitality employer has violated this chapter, the City Manager shall issue a written notice to such employer that the violation is to be corrected within ten (10) days. In the event that the hotel employer, event center employer, or airport hospitality employer has not demonstrated to the City Manager within such period that it has cured such violation, the City Manager may then request the City Attorney to pursue a civil action against the hotel employer, event center employer, or airport hospitality employer under subsection B of this section.

B. In addition, the City or any aggrieved hotel worker, event center worker, or airport hospitality worker, or designated representative of such workers, may enforce the provisions of this chapter by means of a civil action, regardless of whether a complaint has been filed with the City Manager under subsection A of this section. A worker's filing of a complaint with the City Manager, or a worker's failure to file such a complaint with the City Manager, shall in no way alter that worker's right to bring a civil action under this subsection.

C. Any person who commits an act, proposes to commit an act, or engages in any pattern or practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. An action for an injunction under this subsection may be brought by any aggrieved hotel worker, by the City Attorney, or by any person or entity who will fairly and adequately represent the interests of an aggrieved worker or workers.

D. Any person who violates the provisions of this chapter is liable for any actual damages suffered by any aggrieved hotel worker, event center worker, or airport hospitality worker. For each violation of this article, such person shall also be liable for penalties of up to two hundred dollars (\$200) per aggrieved hotel worker, event center worker, or airport hospitality worker per each day of violation, except that penalties for failure to maintain or provide records shall not exceed one thousand five hundred dollars (\$1,500) per day for all affected workers. For willful violations, the amount of monies and penalties to be paid under this subsection shall be trebled.

E. In a civil action brought under this section, the court shall award a prevailing plaintiff reasonable attorneys' fees and costs, including expert witness fees.

F. The remedies set forth in this chapter are cumulative. This chapter shall not be construed to limit an aggrieved worker's right to bring a legal action for violation of any other federal, state, or local law. Nothing in this chapter shall be interpreted as restricting, precluding, or otherwise limiting a separate or concurrent criminal prosecution or civil claim under this Code or state or federal law.

G. Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this chapter.

H. A civil action to collect damages and penalties under this chapter must be commenced within three (3) years from the date the cause of action created by this Section accrues. The cause of action shall be deemed to accrue either on the date of the alleged violation or on the date the aggrieved party discovered, or reasonably should have discovered, the facts constituting the alleged violation, whichever is later."

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase, or application of this Ordinance or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Ordinance. The voters of the City of Ontario hereby declare that they would have passed this Ordinance and each and every section, subsection, subdivision, paragraph, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Conflicting Measures

This measure is intended to be comprehensive. It is the intent of the voters of the City of Ontario that, consistent with California Elections Code section 9221, should this measure and one or more measures relating to regulation of employee welfare and wages at large hospitality venues appear on the same ballot, the provisions of the other measure or measures shall be deemed to conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and all provisions of the other measure or measures shall be null and void.

SECTION 5. Effective Date

The proposed ordinance that is the subject of this initiative, once approved by the voters at an upcoming election as authorized by law, shall be deemed adopted upon the date that the vote is declared by the City Council, and shall go into effect ten (10) days after that date.

SECTION 6. Liberal Construction

This measure is an exercise of the initiative power of the people of the City of Ontario to implement the regulations set forth in the Ordinance, and it shall be liberally construed to effectuate these purposes.

SECTION 7. Amendments

The provisions of this Ordinance may be amended only upon approval by the voters of the City of Ontario except that the City Council is authorized to amend this Ordinance only to the extent the amendment strengthens, enhances, or expands upon the wages, protections or benefits this Ordinance provides for employees.

SECTION 8. Attestation of Ordinance.

The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on March 24, 2026, by signing where indicated below.

PASSED, APPROVED AND ADOPTED by the People of the City of Ontario this __ day of __.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST, BEST & KRIEGER LLP

**MEASURE W
CITY OF ONTARIO**

IMPARTIAL ANALYSIS OF MEASURE W

This Impartial Analysis of Measure W has been prepared by the City Attorney pursuant to Section 9280 of the California Elections Code.

Measure "W" was placed on the ballot by an initiative petition signed by the requisite number of Ontario voters. If approved by a majority of the voters voting on it, Measure "W" would amend the Ontario Municipal Code to require that, in addition to all other required land use/development approvals, all "major hotel development projects" and "major event center development projects" must secure a statutory development agreement, as defined in State law, approved by the City Council after making additional local findings, and then subsequently approved by Ontario voters.

This measure defines a "major hotel development project" as a project resulting in the cumulative creation or addition of eighty (80) or more hotel guest rooms. It defines a "major event center development project" as a project cumulatively creating or adding facilities of more than 50,000 square feet or with a seating capacity of 1,000 seats or more that are used for public performances, sporting events, business meetings or similar events.

In addition to existing State law/Municipal Code requirements (e.g. CEQA environmental review), this measure requires the Council to make additional findings to approve a statutory development agreement, such as: compatibility with adjacent properties, enhancing the surrounding community or providing an essential service, sufficient market demand for the major development project, no undue or negative impact on demand for affordable housing, public transit, child-care and other social services, employment of local residents, encouraging public transportation, and no undue or negative impact on small businesses in the vicinity.

After Council approval, the City must place the agreement on a regular or special election ballot for voter consideration, with ballot materials clearly describing the scope and main features of the major development project. The agreement may not be considered by voters as an advisory ballot measure. The agreement requires approval by a majority of voters voting at the election.

This measure provides that the statutory development agreement and all approvals shall expire if construction fails to begin within 36 months of voter approval, if building permits expire or are revoked, or if the project is resubmitted, or modified, other than for a "minor modification" that does not materially affect the City Council findings above for the statutory development agreement. A "minor modification" is defined as minor adjustments/alterations listed in the City's Development Code but does not include modifications that require additional discretionary City approvals, or that increase the square footage, number of rooms or number of seats by more than 5%.

This measure requires subsequent City permits or approvals to implement the project to conform to the project description presented to voters for approval. It also provides that no certificate of occupancy shall be issued until all fees have been paid to the City of Ontario, and all mitigation measures required by the City Council have been implemented or an agreement has been entered into to implement the mitigation measures.

This measure provides that the City may not amend these provisions without subsequent majority voter approval.

The above statement is an impartial analysis of Measure "W". If you desire a copy of the Measure, please call the City's elections official at (909) 395-2166 and a copy will be mailed at no cost to you.

/s/ RUBEN DURAN
City Attorney

ARGUMENT IN FAVOR OF MEASURE W

This Argument in Favor of Measure W was submitted pursuant to Section 9282 of the California Elections Code. It is the opinion of the author(s), and has been printed exactly as submitted.

Ontario belongs to the people who live and work here, and we the residents deserve a real voice when decisions are made that permanently shape our city.

Measure W ensures that voters have the power to have the final say on the largest hotel and event center developments in Ontario. These projects are not routine. They can involve public land, taxpayer resources, and long-term consequences for housing affordability, traffic, neighborhood character, and city services.

ARGUMENT IN FAVOR – Continued on next page

While hotels and event centers can bring economic activity, cities across the country have learned that the benefits promised by large developments do not always materialize. Major hotel and event center developments can increase traffic, compete with housing production, impact public services, and increase demands on public transit, child-care, and other essential services, especially when the jobs these projects create are part-time or seasonal.

Measure W simply sets common-sense rules when the stakes are high. Developers of major projects must enter into binding development agreements with the City and show that their proposal benefits the community, supports local jobs, and fits with surrounding neighborhoods. Just as important, the final decision belongs to Ontario voters, not to closed-door negotiations.

Measure W is about transparency, accountability, and responsible growth. Especially when public land and public dollars are involved, residents deserve clear information and a direct say.

Vote YES on Measure W to ensure Ontario grows in a way that works for Ontario families, local businesses, and the community as a whole.

s/ Omar Torres Gomez, 20-year Ontario Resident
s/ Jose J. Cuevas, Teacher & Ontario Resident
s/ Maria Elena Bermejo, Ontario Homeowner
s/ Thomas N. Morales, 15-year Ontario Homeowner
s/ Wendy Morales, 15-year Ontario Homeowner

REBUTTAL TO ARGUMENT IN FAVOR OF MEASURE W

This Rebuttal to Argument in Favor of Measure W was submitted pursuant to Section 9285 of the California Elections Code. It is the opinion of the author(s), and has been printed exactly as submitted.

MEASURE W PUTS ONTARIO TAXPAYERS AT RISK

Measure W is not a reform; it's a costly, unnecessary scheme supported by a single, out-of-town special interest group that threatens Ontario's economy, public safety, and working families. The City's fiscal analysis confirms that Measure W would reduce tax revenue, and studies of similar measures in other cities have warned of millions in losses for taxpayers. That revenue funds essential services like police, firefighters, road maintenance, parks, and libraries. When funding decreases, taxes increase, or services are cut.

MEASURE W DESTROYS GOOD, FAMILY-SUPPORTING JOBS

Ontario relies on economic development projects that support construction jobs, many of which are union positions that offer living wages and benefits. Measure W adds delays, uncertainty, and costly elections to individual projects, making Ontario a riskier place to invest. Ontario families can't afford to lose these jobs.

MEASURE W HURTS ECONOMIC GROWTH AND SMALL BUSINESSES

By adding unnecessary bureaucracy onto an already thorough approval process, Measure W slows economic growth and discourages investment. That hurts all businesses, including local restaurants and retailers that rely on a strong economy.

MEASURE W UNDERMINES LOCAL GOVERNANCE

Ontario already has strong planning, environmental review, and public input requirements. Projects are reviewed over the years and approved by elected officials accountable to voters. Measure W overrides those decisions and replaces responsible governance with gridlock and uncertainty.

ONTARIO CANNOT AFFORD MEASURE W

Ontario needs stable city revenue, good jobs, and safe neighborhoods, but Measure W puts all that at risk. Measure W creates real harm with no real benefit. Vote NO on Measure W.

s/ Zachary Houser, President, Ontario Police Officers' Association
s/ Chris Bowen, Vice President, Ontario Professional Firefighters 1430
s/ Jon P. Preciado, Business Manager, LiUNA Southern CA District
s/ Peggy Hazlett, CEO, Ontario Business Council
s/ Nick Patel, Business Owner, Hotel Seville

ARGUMENT AGAINST MEASURE W

This Argument Against Measure W was submitted pursuant to Section 9282 of the California Elections Code. It is the opinion of the author(s), and has been printed exactly as submitted.

JOIN RESIDENTS, LABOR LEADERS, SMALL BUSINESSES, AND ONTARIO POLICE & FIREFIGHTERS — VOTE NO ON MEASURE W.

Measure W is a deeply flawed and fiscally dangerous plan that could cost taxpayers millions of dollars, put public safety at risk, and destroy family-supporting jobs in Ontario.

That's why union labor leaders, police and firefighters, small businesses, and Ontario City Council members all oppose Measure W and urge you to vote NO.

DESTROYS LOCAL JOBS

Measure W could destroy job-creating construction projects that often hire union workers and pay living wages. By killing these quality jobs that Ontario families depend on, Measure W will weaken our community.

CREATES A HOLE IN THE CITY BUDGET AND PUTS TAXPAYERS AT RISK

The City's fiscal impact report on Measure W found that it will reduce tax revenue that could lead to cuts in essential services like public safety, road maintenance, libraries and parks, and community events. Measure W's negative impact on the city budget could also force higher taxes — increasing the cost of living for Ontario residents.

HURTS ONTARIO'S ECONOMY

Measure W creates unnecessary bureaucracy, slows economic growth, and makes it harder for our city to attract the jobs and investments we need for our children's future.

Measure W is not even necessary. Ontario already has strong planning, environmental, and public review processes for all construction projects. This measure adds more costly bureaucracy and layers of red tape that will discourage investment — increasing costs for local businesses and taxpayers.

WEAKENS OUR REPRESENTATIVE DEMOCRACY

Measure W weakens representative democracy by discarding votes cast by elected officials and the Planning Commission after public review and input. Projects often take years of community engagement, yet Measure W would ignore that work and mandate costly elections for major construction projects. Forcing elections on individual projects after lawful, community-led approval undermines Ontario's representative democratic process.

s/ Zachary Houser, President, Ontario Police Officers' Association
s/ Chris Bowen, Vice President, Ontario Professional Firefighters 1430
s/ Jon P. Preciado, Business Manager, LIUNA Southern CA District
s/ Peggy Hazlett, CEO, Ontario Business Council
s/ Nick Patel, Business Owner, Hotel Seville

REBUTTAL TO ARGUMENT AGAINST MEASURE W

This Rebuttal to Argument Against Measure W was submitted pursuant to Section 9285 of the California Elections Code. It is the opinion of the author(s), and has been printed exactly as submitted.

FACT: Measure W RESTORES our community's voice on the BIGGEST decisions.

Our city has experienced years of rapid growth, often approved without residents having a direct vote. Many of us feel decisions are made before projects come to a vote, with limited opportunity to shape how growth affects our community. **With a median City Council tenure of 28 years**, Measure W restores the power to ensure long-term development decisions reflect today's community needs around traffic, housing, and public services.

FACT: Recent experience shows why STRONGER public oversight is needed.

Last year, in connection with a major hotel project, the State's housing department **found the City in VIOLATION of the Surplus Land Act**. Measure W strengthens public oversight of large projects that shape our city.

FACT: Measure W applies only to MAJOR hotel and event center projects.

Measure W is narrowly focused. It applies only to major hotel and event center developments. **Routine housing, commercial, and small business projects are not affected.**

REBUTTAL TO ARGUMENT AGAINST – Continued on next page

FACT: Measure W STRENGTHENS democratic participation.

Residents already vote on taxes, bonds, and other long-term commitments. Measure W extends that same principle to the largest development decisions, ensuring they reflect community priorities.

FACT: Measure W supports FISCALLY RESPONSIBLE growth that protects essential services.

Large hotel and event center projects can place long-term demands on public roads, police, and fire. **Measure W ensures projects with the greatest fiscal impacts move forward ONLY with community approval.**

Join Ontario residents and Vote YES on Measure W for transparency, accountability, and voice.

s/ Jose J. Cuevas, Teacher & Ontario Resident
s/ Maria Elena Bermejo, Ontario Homeowner
s/ Karen May, Ontario Homeowner
s/ Ernesto Torres, Ontario Homeowner
s/ Elsa Mazariegos, 30 year Ontario Homeowner

FULL TEXT FOR MEASURE W

ORDINANCE NO. _____

AN ORDINANCE OF THE PEOPLE OF THE CITY OF ONTARIO, CALIFORNIA, ADDING CHAPTER 10.0 TO TITLE 9 OF THE ONTARIO MUNICIPAL CODE TO REQUIRE STATUTORY DEVELOPMENT AGREEMENTS AND VOTER APPROVAL FOR ALL MAJOR HOTEL DEVELOPMENT PROJECTS AND MAJOR EVENT CENTER DEVELOPMENT PROJECTS IN THE CITY.

Subject to the approval of a majority of the voters of the City of Ontario casting ballots regarding this measure/ordinance at the Special Municipal Election so designated by the City Council in a separate resolution placing this measure/ordinance on the ballot for such election:

THE PEOPLE OF THE CITY OF ONTARIO, CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1. Title. This Ordinance shall be known as the "Initiative to Require Voter Approval for Major Hotel Development Projects and Major Event Center Projects."

SECTION 2. Legislative Findings. The people of the City of Ontario hereby find and declare the following:

- (a) Major development projects often involve significant expenditures of taxpayer money and gifts of public land and may take the place of other projects that otherwise could have more directly benefited Ontario residents.
- (b) While hotels can bring good jobs and add to the City's economic base, many hotels burden City social services and impede the development of new housing.
- (c) Stadium development projects in other cities have rarely benefited those cities to the extent promised by developers, and local governments across the country have placed conditions on the use of public funds for such stadiums.
- (d) The benefits provided by the development of major event centers do not always justify their cost, as large venues can crowd out other small businesses from vibrant commercial areas and can prevent the land from being put to potentially better uses, such as affordable housing.
- (e) Transparency in the approval of large hotels and event centers is critical to ensure that significant development projects benefit the People.
- (f) The purpose of this Ordinance is to ensure that responsible governmental practices are followed in situations where the City Council must decide whether to approve an application to build a major new hotel or event center.
- (g) To achieve this purpose, this Ordinance requires that Major Hotel Development Projects and Major Event Center Development Projects obtain a development agreement and voter approval.

SECTION 3. Initiative to Require Voter Approval for Major Hotel Development Projects and Major Event Center Projects

Chapter 10.0 of the City of Ontario Development Code is added to read as follows:

"Chapter 10.0. Requirements for Major Hotel Development and Major Event Center Projects

FULL TEXT – Continued on next page

Sections:

- 10.01.001: Definitions
- 10.01.002: Major Hotel Development and Event Center Project Requirements
- 10.01.003: City Council Approval of Development Agreement for Major Hotel Development or Event Center Project
- 10.01.004: Voter Approval of Major Hotel Development Project or Major Event Center Project
- 10.01.005: Other Requirements for Major Hotel Development Projects and Major Event Center Projects
- 10.01.001: Definitions

The following definitions apply to this chapter:

"Hotel" means an establishment that provides temporary lodging for payment in the form of overnight accommodations in guest rooms to transient patrons for periods of thirty (30) consecutive calendar days or less, and may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. "Hotel" includes hotels, motor lodges, motels, apartment hotels, transient occupancy residential structures and extended-stay hotels that rent units (including units with kitchens) for fewer than thirty (30) days, private residential clubs, tourist courts, and hostels that contain both dormitory-style accommodations and private guest rooms that may be reserved, meeting the definition set forth above. "Hotel" also includes any contracted, leased, or sublet premises connected to or operated in conjunction with a hotel or that is used for the primary purpose of providing services at a hotel. Except as provided above, the term "hotel" does not include corporate housing, rooming houses, boarding houses, single-room occupancy housing, or licensed bed and breakfast establishments within a single-unit residence. "Hotel" does not include a short-term rental of a residence, part of a residence, or detached accessory unit to a residence.

"Hotel Development Project" means any construction, addition, or alteration of a hotel.

"Major hotel development project" means a project involving the construction of the addition to, or the alteration of, any buildings or structures, that results in the cumulative creation or addition of eighty (80) or more hotel guest rooms. In determining whether a project is a major hotel development project, the cumulative sum of related or successive permits that are part of a larger project, such as piecemeal additions to a building, or multiple buildings on a lot as determined by the Planning Director, shall be considered.

"Major event center development project" means a project involving the construction of, the addition to, or the alteration of, any buildings or structures, which cumulatively create or add facilities of more than 50,000 square feet or with a seating capacity of 1,000 seats or more that are used for public performances, sporting events, business meetings or similar events, including but not limited to stadiums, sports arenas, racetracks, coliseums, concert halls, and convention centers. In determining whether a project is a major event center development project, the cumulative sum of related or successive permits which are part of a larger project, such as piecemeal additions to a building, or multiple buildings on a lot as determined by the Planning Director, shall be considered.

"Minor modification" includes minor adjustments/alterations such as those listed in Development Code Sections 4.02.020 and 4.02.080 but does not include modifications that require additional discretionary City approvals, or that change the square footage or number of rooms in a Hotel Development Project or increase the square footage or number of seats in a Major Event Center Development Project, by more than 5%.

"Project Proponent" means any person, firm, association, syndicate, partnership, limited liability company, limited liability partnership, corporation, trust, or any other legal entity applying to the City of Ontario for entitlements for a development project.

10.01.002. Major Hotel Development and Event Center Project Requirements

A. Major Hotel Development Projects and Major Event Center Development Projects, in addition to any other applicable requirements of the Ontario Development Code, shall require a statutory development agreement as defined in California Government Code § 65867.5 and voter approval of the development agreement, as set forth in Section 10.01.003 and 10.01.004, except as follows:

1. This requirement shall not apply to the repair, replacement, restoration, or reconstruction of any existing building, structure, or improvement, whether conforming or nonconforming, which has been damaged by fire, flood, wind, earthquake, or other disasters, up to the original size, placement and density and subject to any other applicable requirements of the Development Code.
2. This requirement shall not apply to a Hotel Development Project or a Major Event Center Development Project if, before the effective date of this chapter, the Project Proponent has lawfully obtained a building permit for the project and acquired a vested right to complete construction in accordance with the terms of the permit.

10.01.003. City Council Approval of Development Agreement for Major Hotel Development or Event Center Project

Unless exempted by Section 10.01.002, and in addition to any other findings or requirements applicable by law, to approve a Major Hotel Development Project or Major Event Center Development Project development agreement, the City Council must make a finding of fact that the evidence presented shows that all of the following conditions exist:

- A. The Major Hotel Development Project's or Major Event Center Development Project's location, size, height, operations and other significant features, including open space and other improvements, will be compatible with the scale and character of the adjacent properties;
- B. The Major Hotel Development Project or Major Event Center Development Project will enhance the built environment in the surrounding neighborhood or will perform a function or provide a service that is essential or beneficial to the community, city or region;
- C. The Major Hotel Development Project or Major Event Center Development Project substantially conforms with the purpose, intent, and provisions of the General Plan and any applicable specific plan;
- D. There is sufficient market demand for the Major Hotel Development Project or Major Event Center Development Project proposed;
- E. The Major Hotel Development Project or Major Event Center Development Project will not unduly and negatively impact demand in the City for affordable housing, public transit, child-care, and other social services, taking into consideration the impact of the part-time or seasonal nature of work at the resulting hotel or event center and of the hotel or event center employees' expected compensation;
- F. The applicant will take measures to employ residents of neighborhoods adjoining the Major Hotel Development Project or Major Event Center Development Project in order to minimize increased demand for regional transportation and to reduce demand for vehicle trips and vehicle miles traveled;
- G. The applicant will take measures to encourage workers and guests to use public transportation, cycling and other non-automotive means of transportation; and
- H. The Major Hotel Development Project or Major Event Center Development Project will not unduly displace or negatively impact small businesses in the immediate vicinity and that the applicant will adopt measures to increase demand for local goods and services.

10.01.004. Voter Approval of Major Hotel Development Project or Major Event Center Project

- A. Unless exempted by in Sections 10.01.002, a Major Hotel Development Project or Major Event Center Development Project shall be considered approved only after both (1) approval of the development agreement and any other legislative entitlement or approval relating to the project by the City and (2) approval of the project by a majority of the voters of the City of Ontario voting "YES" on a ballot measure asking whether the development agreement and any other legislative entitlements for the project should be approved.
- B. The vote of the electorate must occur at either a regular or special municipal election. An advisory election does not satisfy the voter approval requirements of this chapter.
- C. The sample ballot materials mailed to the registered voters of Ontario prior to an election shall describe the Major Hotel Development Project or Major Event Center Project in a manner that clearly discloses both the scope and main features of the development project (including any and all phases of the project), and the location and the acreage of the development project site.
- D. The vote of the electorate shall be set for a regular municipal election following City Council approval of the development agreement; or, by mutual agreement with the Project Proponent, the City Council may call a special municipal election, with the cost of the special election borne solely by the Project Proponent.

10.01.005 Other Requirements for Major Hotel Development Projects and Major Event Center Projects

For all Major Hotel Development Projects and Major Event Center Projects, except for those exempted under Section 10.01.002, the following shall apply.

- A. The development agreement and popular vote required by this chapter shall be in addition to all other applicable review and approval requirements for the project, including environmental review in compliance with the California Environmental Quality Act ("CEQA").
- B. Any subsequent City permits or approvals necessary to implement all or part of a Major Hotel Development Project or Major Event Center Development Project shall conform to the development project description presented to voters for approval pursuant to Section 10.01.004.C.

FULL TEXT – Continued on next page

C. No certificate of occupancy shall be issued for a Major Hotel Development Project or Major Event Center Development Project until the Project Proponent has paid all fees to the City of Ontario, and all mitigation measures required by the Ontario City Council have been fully implemented or the City Council and the Project Proponent have entered into an enforceable agreement to implement all mitigation measures.

D. Any permits or approvals issued without voter approval, where such voter approval is required under this chapter, shall be null and void.

E. The development agreement and all other approvals for a Major Hotel Development Project or Major Event Center Development Project shall expire under the following conditions:

1. If construction (other than demolition or grading) fails to begin within 36 months of voter approval, in which case, outstanding permits will be void, unless the holder of the permit has lawfully and in good faith acquired a vested right under state law.
2. Building permits for the project expire or are revoked.
3. The permitted project is resubmitted, or modified, other than a Minor Modification that does not materially affect the findings in Section 10.01.003."

SECTION 4. Amendments.

The provisions of this Ordinance may be amended or repealed only upon approval by the voters of the City of Ontario.

SECTION 5. Consistency with Other Ballot Measures.

It is the intent of the voters of the City of Ontario that, should this measure and one or more measures relating to the same subject matter appear on the same ballot, and if both measures pass, the voters intend that both measures shall be put into effect, except to the extent that specific provisions of the measures are in direct conflict. In the event of a direct conflict, the measure which obtained more votes will control as to the directly conflicting provisions only. The voters expressly declare this to be their intent, regardless of any contrary language in any other ballot measure.

SECTION 6. Severability.

If any section, subdivision, clause, sentence, clause, phrase or word of this Ordinance is declared invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The voters of the City of Ontario hereby declare that they would have passed and adopted all sections, subdivisions, clauses, sentences, phrases and words of this Ordinance without the section, subdivision, clause, sentence, phrase or word declared invalid by a court of competent jurisdiction.

SECTION 7. Liberal Construction.

This measure is an exercise of the initiative power of the people of the City of Ontario to implement the regulations set forth in the Ordinance, and it shall be liberally construed to effectuate these purposes."

SECTION 8. Attestation of Ordinance.

The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on March 24, 2026, by signing where indicated below.

PASSED, APPROVED AND ADOPTED by the People of the City of Ontario this ___ day of ___.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST, BEST & KRIEGER LLP
CITY ATTORNEY

SAMPLE BALLOT

BOLETA DE MUESTRA

SAMPLE BALLOT

City of Ontario Special Election
March 24, 2026
San Bernardino County

INSTRUCTIONS TO VOTERS:

1. Use only **Blue** or **Black** pen or marker to completely fill in the oval voting target  to the left of your choice like this: 
DO NOT USE RED INK.
2. To vote on the measure, completely fill in the oval voting target to the left of the word "YES" or "NO".
3. If you make a mistake or damage your ballot, request a replacement ballot.

BOLETA DE MUESTRA

Elecciones Especiales de la Ciudad de Ontario
24 de marzo de 2026
Condado de San Bernardino

INSTRUCCIONES PARA LOS VOTANTES:

1. Use únicamente una pluma o un marcador de color **Azul** o **Negro** para llenar por completo el área ovalada  a la izquierda de su elección de la siguiente manera: 
NO USE TINTA ROJA.
2. Para votar sobre la medida, llene completamente el área ovalada a la izquierda de la palabra "**SI**" o "**NO**".
3. Si comete un error o daña su boleta, solicite una boleta de reemplazo.

Measures Submitted to the Voters

Medidas Sometidas a los Votantes

City of Ontario

Ciudad de Ontario

Measure V

Medida V

Shall the measure, placed on the ballot by initiative, imposing new requirements on employers for certain airport hospitality, event center and hotel workers, including a citywide minimum wage starting at \$21/hour in 2027 and rising to \$30/hour in 2030, daily work hour limits, daily square footage limits of rooms cleaned by hotel workers, and new city manager duties to administer the measure and investigate claims by workers, be adopted?

¿Deberá adoptarse la medida, incluida en la boleta por iniciativa, que impone nuevos requisitos a los empleadores de ciertos trabajadores de hospitalidad en aeropuertos, centros de eventos y hoteles, incluidos un salario mínimo municipal que comienza en \$21 por hora en 2027 y aumenta a \$30 por hora en 2030, límites diarios de horas de trabajo, límites diarios de metros cuadrados de habitaciones limpiadas por trabajadores hoteleros, y nuevas funciones del administrador municipal para administrar la medida e investigar las reclamaciones de los trabajadores?

YES / Sí

NO / No

Measure W

Medida W

Shall the measure, placed on the ballot by initiative, which imposes a new requirement on the city's approval of certain major hotel and event center development projects, including the requirement that the city adopt a development agreement as defined in state law, with additional required local findings beyond those set by state law, and that such development agreement be approved by the voters at an election, be adopted?

¿Deberá adoptarse la medida, incluida en la boleta por iniciativa, que impone un nuevo requisito para la aprobación municipal de ciertos proyectos importantes de desarrollo de hoteles y centros de eventos, incluido el requisito de que la ciudad adopte un acuerdo de desarrollo según se define en la ley estatal, con requisitos adicionales de resultados locales más allá de los exigidos por la ley estatal, y que los votantes aprueben ese acuerdo de desarrollo en una elección?

YES / Sí

NO / No

General Information

Assistance for Voters with Disabilities

The Registrar of Voters provides a number of services to increase access and encourage participation by voters with disabilities. Contact the Registrar of Voters office at (909) 387-8300 or (800) 881-VOTE for assistance.

Polling Places and Early Vote Sites

Polling places and Early Vote sites have accessible paths of travel, accessible parking and include the following resources:

- Accessible ballot marking devices, including audio and large text options
- Assistance by poll workers
- Handheld magnifying glasses
- Signature guide cards
- Wheelchair accessible voting booths

Additionally, you may bring one or two persons to assist you with marking your ballot.

Curbside Voting

Voters with disabilities may take advantage of our easy-to-navigate curbside voting option. Follow these instructions:

1. At your assigned polling place, park in the location designated for curbside voting.
2. Use your cellphone to call for curbside voting assistance. The phone number is printed on the curbside voting sign. Be ready to provide the name of your polling place and make, model and color of your vehicle to the operator.
3. Sit back and relax. Poll workers will be out to assist you soon.

Website Accessibility

The Registrar of Voters' website provides screen-reader accessible information for voters, including Voter Information Guides and ballots.

Remote Accessible Vote-by-Mail

Voters may use their computer to access and vote using an accessible ballot. Once selections are marked, voters will print their ballot, place it in an envelope, and return it to the Registrar of Voters main office, a Polling place, Mail Ballot Drop-off location or Early Vote site. Visit the Registrar of Voters' website at Elections.SBCounty.gov/Elections/2026/0324.

Disability Rights California (DRC)

DRC operates a Voting Hotline year-round, Monday - Friday, 9 a.m. to 5 p.m. to assist voters with disabilities. Call (888) 569-7955.

Language Assistance for Voters

Language assistance and sample ballots are available in Chinese, Tagalog, and Vietnamese at all County voting sites. To request a translated sample ballot, call (909) 387-8300 or email MailBallots@rov.sbccounty.gov by March 17. You may also view a translated sample ballot at

Elections.SBCounty.gov/Voting/ByMail/#TranslatedSB. At the polling place, you may bring one or two persons to assist you with marking your ballot.

所有县投票站均提供中文、他加禄语和越南语的语言援助及选票样本。如需索取翻译好的选票样本, 请于3月17日前致电(909) 387-8300或发送电子邮件至 MailBallots@rov.sbccounty.gov。您亦可以在 **Elections.SBCounty.gov/Voting/ByMail/#TranslatedSB**。查看翻译好的选票样本。您可与一至两名人员一同前往投票站协助您标填选票。

Ang tulong sa wika at mga sample na balota ay makukuha sa Chinese, Tagalog, at Vietnamese sa lahat ng mga site ng pagboto ng County. Upang humiling ng isinaling sample na balota, tumawag sa (909) 387-8300 o mag-email sa MailBallots@rov.sbccounty.gov bago ang Marso 17. Maaari mo ring tingnan ang isinalin na sample na balota sa **Elections.SBCounty.gov/Voting/ByMail/#TranslatedSB**. Sa lugar ng botohan, maaari kang magdala ng isa o dalawang tao upang tulungan ka sa pagmamarka ng iyong balota.

Có sẵn hỗ trợ ngôn ngữ và mẫu phiếu bầu bằng tiếng Trung, tiếng Tagalog và tiếng Việt tại tất cả các địa điểm bỏ phiếu của Quận. Để yêu cầu mẫu phiếu bầu đã dịch, hãy gọi đến số điện thoại (909) 387-8300 hoặc gửi email đến MailBallots@rov.sbccounty.gov hạn chót vào ngày 17 tháng 3. Quý vị cũng có thể xem mẫu phiếu bầu đã dịch tại trang mạng **Elections.SBCounty.gov/Voting/ByMail/#TranslatedSB**. Tại địa điểm bỏ phiếu, quý vị có thể mang theo một hoặc hai người để hỗ trợ quý vị đánh dấu phiếu bầu.

Replacement Mail Ballot Application

Only the registered voter himself may request a replacement ballot. A request for a replacement ballot that is made by any person other than the registered voter is a criminal offense.

1. Fill Out Your Personal Information

Name: _____ **Date of Birth:** _____

Residence Address: _____

Mailing Address: _____

Email Address:

2. Tell Us Where to Mail Your Replacement Ballot

- I want a Replacement Mail Ballot to be sent to my residential address.

 - I want a Replacement Mail Ballot to be sent to my mailing address.

3. Sign and Date Your Application

Signature: _____ Date: _____

4. Return Your Application

By Mail or In Person: San Bernardino County Registrar of Voters
777 E. Rialto Avenue, San Bernardino, CA 92415

By Fax: (909) 386-8388

By Email: Scan or take a picture of your application and email it to
MailBallots@roy.sbccounty.gov

Voter Bill of Rights

You have the following rights:

1. **The right to vote if you are a registered voter.** You are eligible to vote if you are:
 - a U.S. citizen living in California
 - at least 18 years old
 - registered where you currently live
 - not currently serving a state or federal prison term for the conviction of a felony
 - not currently found mentally incompetent to vote by a court
2. **The right to vote if you are a registered voter even if your name is not on the list.** You will vote using a provisional ballot. Your vote will be counted if elections officials determine that you are eligible to vote.
3. **The right to vote if you are still in line when the polls close.**
4. **The right to cast a secret ballot** without anyone bothering you or telling you how to vote.
5. **The right to get a new ballot if you have made a mistake**, if you have not already cast your ballot. You can:
 - Ask an elections official at a polling place for a new ballot, or
 - Exchange your vote-by-mail ballot for a new one at an elections office, or at your polling place, or
 - Vote using a provisional ballot.
6. **The right to get help casting your ballot** from anyone you choose, except from your employer or union representative.
7. **The right to drop off your completed vote-by-mail ballot at any polling place** in California.
8. **The right to get election materials in a language other than English** if enough people in your voting precinct speak that language.
9. **The right to ask questions to elections officials about election procedures** and watch the election process. If the person you ask cannot answer your questions, they must send you to the right person for an answer. If you are disruptive, they can stop answering you.
10. **The right to report any illegal or fraudulent election activity** to an elections official or the Secretary of State's office.
 - On the web at: www.sos.ca.gov
 - By phone at: (800) 345-VOTE (8683)
 - By email at: elections@sos.ca.gov



If you believe you have been denied any of these rights, call the Registrar of Voters office at (800) 881-VOTE (8683) or the Secretary of State's office at (800) 345-VOTE (8683).

San Bernardino County
Registrar of Voters
777 E. Rialto Avenue
San Bernardino, CA 92415



NONPROFIT ORG.
U.S. POSTAGE
PAID
REGISTRAR OF VOTERS

DELIVER TO: 

If you would like to vote in person, the following is your assigned polling place:
Si desea votar en persona, su casilla electoral asignada es la siguiente:

001



NOTICE: Your polling place above may have changed from past elections. Polling places are open 7 a.m. to 8 p.m. on Election Day.

AVISO: Es posible que la casilla electoral mencionada antes haya cambiado desde las últimas elecciones. Las casillas electorales estarán abiertas de 7 a.m. a 8 p.m. el Día de las Elecciones.

DATES TO REMEMBER! / ¡FECHAS PARA RECORDAR!

FEBRUARY / FEBRERO						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Monday, February 23 / Lunes 23 de febrero

Mail Ballots delivered to USPS

Las Boletas de Voto por Correo se entregan a USPS

Early voting begins

Comienza el voto anticipado

MARCH / MARZO						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Monday, March 9 / Lunes 9 de marzo

Voter registration deadline

Fecha límite para el registro de votantes

Tuesday, March 10 / Martes 10 de marzo

Conditional voter registration begins

Comienza el registro condicional de votantes

Tuesday, March 17 / Martes 17 de marzo

Last day to request a replacement ballot to be mailed

Último día para solicitar el envío por correo de una boleta de reemplazo

Election Day / Día de las Elecciones

Tuesday, March 24 / Martes 24 de marzo

Polling places open from 7 a.m. to 8 p.m.

Las casillas electorales abren de 7 a.m. a 8 p.m.

Ballots returned by mail must be postmarked on or before this date

Las boletas devueltas por correo deben tener el sello postal de esta fecha o anterior

Wednesday, March 25 / Miércoles 25 de marzo

Canvass of the election begins

Comienza el escrutinio de las elecciones

APRIL / ABRIL						
S	M	T	W	T	F	S
					1	2
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Thursday, April 23 / Jueves 23 de abril

Deadline to complete the canvass and certify the election results

Fecha límite para completar el escrutinio y certificar los resultados de la elección



Don't Delay, Vote Today!

¡No se Retrase, Vote Hoy!

Early voting begins on February 23, 2026.

La votación anticipada empieza el 23 de febrero de 2026.