

2/4/2020
City Council Meeting

Handouts received after
agenda posted

CITY OF LEMOORE
POLICY ON DISCONTINUANCE OF RESIDENTIAL WATER SERVICE

1. Purpose

This policy has been established to comply with Senate Bill 998, known as the “Water Shutoff Protection Act” and approved by the Governor on September 28, 2018 (California Health and Safety Code Sections 116900, et seq.). This Policy shall be made available on the City of Lemoore website. The City’s Utility Billing Department can be contacted by phone at (559) 924-6744 ext. 715 to discuss options for averting termination of water service for nonpayment under the terms of this policy.

2. Effective Date

This policy shall be effective on February 1, 2020.

3. Published Languages

This policy and written notices required in this policy shall be available and published in English, the languages listed in Section 1632 of the Civil Code, which include Spanish, Chinese, Tagalog, Vietnamese, and Korean, and any other language spoken by at least 10 percent of the people residing in the City’s water service area.

4. Requirements Precedent to Discontinuing Residential Water Service

- A. The City shall not discontinue residential water service for nonpayment until a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential water service for nonpayment, the City shall contact the customer named on the account by telephone or written notice.
- B. When the City contacts the customer named on the account by telephone pursuant to subparagraph (A), staff shall offer to provide this policy in writing to the customer. City staff shall offer to discuss options to avert discontinuation of water service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.
- C. When the City contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer at their address of record. If the customer’s address is not the address of the property to which residential water service is provided, the notice shall also be sent to the address of the property to which residential water service is provided, addressed to “Current Resident.” The notice shall include, but is not limited to, all of the following information in a clear and legible format:
 - (i) The customer’s name and address.
 - (ii) The amount of the delinquency.
 - (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential water service, which shall be 60 days from the date that the bill became delinquent unless extended by the discretion of the General Manager.
 - (iv) A description of the process to apply for an extension of time to pay the delinquent charges.

- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential water service charges.
- (vii) The City's phone number and a web link to the City's written policy.

5. Good Faith Noticing Requirements

- A. If the City is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the City shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential water service for nonpayment and the City's policy for discontinuation of residential water service for nonpayment.
- B. If the customer seeks review or appeal of their bill, the customer shall contact the City before the payment due date and the City will investigate. If the investigation does not result in a resolution acceptable to the customer, the customer may seek review of the Assistant City Manager and subsequently may appeal to the City Council. The City will provide written notice of the time and place of the appeal at least seven (7) days before the City Council meeting. The decision of the City Council is final. The City shall not discontinue residential water service while the appeal is pending.

6. Prohibition Against Discontinuing Residential Water Service

- A. The City shall not discontinue residential water service for nonpayment if all of the following conditions are met:
 - (I) The customer, or a tenant of the customer, submits to the City the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential water service is provided.
 - (II) The customer demonstrates that he or she is financially unable to pay for residential water service within the City's normal billing cycle. The customer shall be deemed financially unable to pay for residential water service within the City's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
 - (III) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment with respect to all delinquent charges.
- B. If the conditions listed above are all met, the City shall offer the customer one or more of the following options:
 - (i) Amortization of the unpaid balance.
 - (ii) Participation in an alternative payment schedule.
 - (iii) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.
 - (iv) Temporary deferral of payment.

- C. The Assistant City Manager is authorized to determine which of the payment options described in paragraph 6.B the customer undertakes and may set the parameters of that payment option provided that the repayment of any remaining outstanding balance occurs within 12 months, and further provided that the Assistant City Manager may only approve a partial or full reduction of the unpaid balance if that reduction can be funded with general fund revenues that the City Council has approved and transferred into the Water Fund budget explicitly for the purpose of doing so.
- D. Residential water service may be discontinued no sooner than 5 business days after the City posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
 - (I) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.
 - (II) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential water service charges for 60 days or more.

7. Restoration of Water Service

- A. If the City discontinues residential water service for nonpayment, it shall provide the customer with information on how to restore residential water service. For a residential customer who demonstrates to the City that the household income is below 200 percent of the federal poverty line, the City shall do both of the following:
 - (I) Set a reconnection of service fee for reconnection during normal operating hours in an amount that does not exceed fifty dollars (\$50), or the actual cost of reconnection if it is less. For the reconnection of residential water service during nonoperational hours, the City shall set a reconnection of service fee that does not exceed one hundred fifty dollars (\$150), or the actual cost of reconnection during nonoperational hours if it is less. The maximum amount of \$50 for reconnection during operational hours and \$150 during nonoperational hours shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. The City shall use the average of the Los Angeles area and San Francisco area for determining the increase in the Consumer Price Index.
 - (II) Waive interest charges on delinquent bills once every 12 months.
- B. The City shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

8. Services Involving Landlord-Tenant Relationships

- A. If the City furnishes individually metered residential water service to residential occupants of a detached single-family dwelling, a multiunit residential structure, and mobile home and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the

City shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

- B. The City shall not make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the City's ordinances, resolutions, rules and regulations. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, including requirements which may include, but not be limited to, payment of a deposit of \$180 and completion of a City application for service so that the Assistant City Manager, or designee, can evaluate whether the City is satisfied that the residential applicants can meet the terms and conditions of service, or if there is a physical means legally available for the City to selectively terminate service to those residential occupants who have not met the requirements of the City's, the City shall make service available to those residential occupants who the City is satisfied can meet the terms and conditions of service.

9. Reporting Requirements

The City shall annually report the number of discontinuations of residential service for inability to pay on the City's website and to the State Water Resources Control Board.

10. Limitations of this Policy

Nothing in this policy restricts, limits or otherwise impairs the City's ability to terminate service to a customer for reasons other than those explicitly stated in this policy, including, but not limited to, unauthorized actions of the customer.

11. Customers may appeal the amount set forth in any bill for residential water service.

- A. The customer has a right to initiate an appeal of any bill or charge rendered by the City. Such request must be made in writing and be delivered to the City's office no later than fifteen days after issuance of the bill or charge. Appeals will be heard by the Assistant City Manager. The City will not discontinue water service to the customer during the appeal process.

THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED (CBC 1006.1).

THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL NOT BE LESS THAN 1 FOOT-CANDLE (11 LUX) AT THE WALKING SURFACE (CBC 1006.2).

THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE ALL OF THE FOLLOWING AREAS:

1. AISLES AND UNENCLOSED EGRESS STAIRWAYS IN ROOMS AND SPACES THAT REQUIRE TWO OR MORE MEANS OF EGRESS.
2. CORRIDORS, EXIT ENCLOSURES AND EXIT PASSAGEWAYS IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
3. EXTERIOR EGRESS COMPONENTS AT OTHER THAN THEIR LEVELS OF EXIT DISCHARGE UNTIL EXIT DISCHARGE IS ACCOMPLISHED FOR BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
4. INTERIOR EXIT DISCHARGE ELEMENTS, AS PERMITTED IN SECTION 1021.1, IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.
5. EXTERIOR LANDINGS AS REQUIRED BY SECTION 1008.1.6 FOR EXIT DISCHARGE DOORWAYS IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS.

THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CBC CHAPTER 21 (CBC 1006.3).

MEANS OF EGRESS LIGHTING

RAISED CHARACTER AND BRAILLE EXIT SIGNS (TACTILE EXIT SIGNS) SHALL BE REQUIRED AT THE FOLLOWING LOCATIONS:

1. EACH GRADE-LEVEL EXTERIOR EXIT DOOR THAT IS REQUIRED TO COMPLY WITH SECTION 1011.1, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD, "EXIT."
2. EACH EXIT DOOR THAT IS REQUIRED TO COMPLY WITH SECTION 1011.1, AND THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE."
3. EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO COMPLY WITH SECTION 1011.1, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE."
4. EACH EXIT DOOR THROUGH A HORIZONTAL EXIT THAT IS REQUIRED TO COMPLY WITH SECTION 1011.1, SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT."

RAISED CHARACTER AND BRAILLE EXIT SIGNS SHALL COMPLY WITH CHAPTER 11A, SECTION 1143A OR CHAPTER 11B, SECTIONS 11B-703.1, 11B-703.2, 11B-703.3 AND 11B-703.5. SIGNS SHALL COMPLY WITH SECTION 11B-703. WHERE BOTH VISUAL AND TACTILE CHARACTERS ARE REQUIRED, EITHER ONE SIGN WITH BOTH VISUAL AND TACTILE CHARACTERS, OR TWO SEPARATE SIGNS, ONE WITH VISUAL, AND ONE WITH TACTILE CHARACTERS, SHALL BE PROVIDED.

RAISED CHARACTERS SHALL COMPLY WITH SECTION 11 B-703.2 AND SHALL BE DUPLICATED IN BRAILLE COMPLYING WITH SECTION 11 B-703.3. RAISED CHARACTERS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 11 B-703.4. RAISED CHARACTERS SHALL BE 1/32 INCH MINIMUM ABOVE THEIR BACKGROUND (11B-703.2.1). CHARACTERS SHALL BE UPPERCASE (11B-703.2.2). CHARACTERS SHALL BE SANS SERIF. CHARACTERS SHALL NOT BE ITALIC, OBLIQUE, SCRIPT, HIGHLY DECORATIVE, OR OF OTHER UNUSUAL FORMS (11 B-703.2.3). CHARACTERS SHALL BE SELECTED FROM FONTS WHERE THE WIDTH OF THE UPPERCASE LETTER "O" IS 60 PERCENT MINIMUM AND 110 PERCENT MAXIMUM OF THE HEIGHT OF THE UPPERCASE LETTER "I" (11 B-703.2.4).

TACTILE EXIT SIGNS

EXITS AND EXIT ACCESS DOORS SHALL BE MARKED BY AN APPROVED EXIT SIGN READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. THE PATH OF EGRESS TRAVEL TO EXITS AND WITHIN EXITS SHALL BE MARKED BY READILY VISIBLE EXIT SIGNS TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL IN CASES WHERE THE EXIT OR THE PATH OF EGRESS TRAVEL IS NOT IMMEDIATELY VISIBLE TO THE OCCUPANTS. INTERVENING MEANS OF EGRESS DOORS WITHIN EXITS SHALL BE MARKED BY EXIT SIGNS. EXIT SIGN PLACEMENT SHALL BE SUCH THAT NO POINT IN AN EXIT ACCESS CORRIDOR OR EXIT PASSAGEWAY IS MORE THAN 100 FEET OR THE LISTED VIEWING DISTANCE FOR THE SIGN, WHICHEVER IS LESS, FROM THE NEAREST VISIBLE EXIT SIGN (CBC 1011.1).

EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED (CBC 1011.3).

ELECTRICALLY POWERED, SELF-LUMINOUS AND PHOTO-LUMINESCENT EXIT SIGNS SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 924 AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND CBC CHAPTER 21. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES (CBC 1011.5).

EXTERNALLY ILLUMINATED EXIT SIGNS SHALL COMPLY WITH SECTIONS 1011.6.1 THROUGH 1011.6.3.

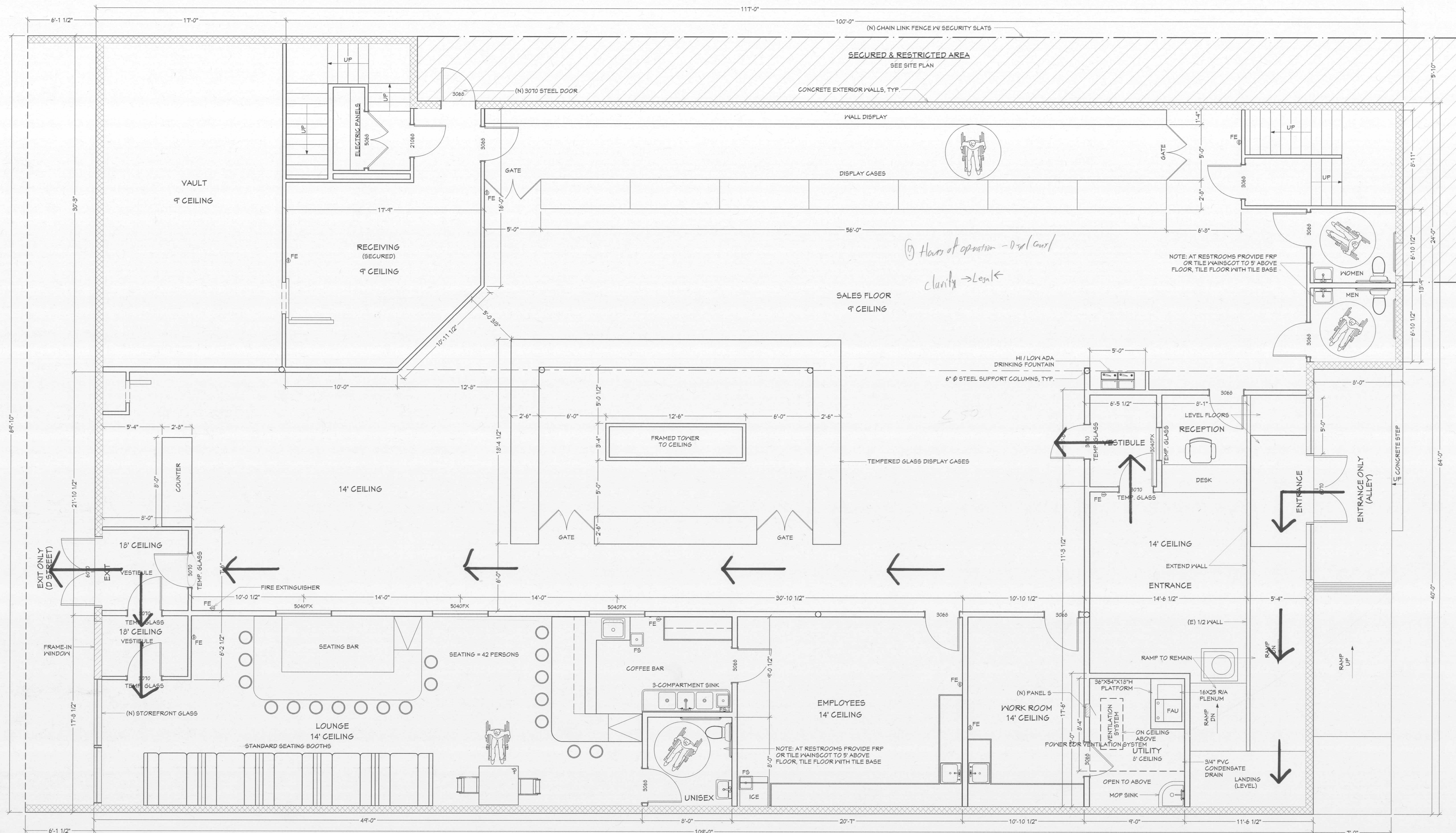
EXIT SIGNS

A TYPE 2A-10BC FIRE EXTINGUISHER IS REQUIRED TO BE LOCATED IN PLAIN SIGHT NOT MORE THAN 75 FEET FROM ANY POINT WITHIN THE STRUCTURE. THE LOCATION OF FIRE EXTINGUISHER MUST BE EASILY ACCESSIBLE AND THE FIRE EXTINGUISHER SHALL BE MOUNTED WITH FASTENED HANGERS SO THAT THE WEIGHT OF THE EXTINGUISHER IS ADEQUATELY SUPPORTED.

IN OTHER THAN DWELLING UNITS, TOILET, BATHING AND SHOWER ROOM FLOOR FINISH MATERIALS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE. THE INTERSECTIONS OF SUCH FLOORS WITH WALLS SHALL HAVE A SMOOTH, HARD, NONABSORBENT VERTICAL BASE THAT EXTENDS UPWARD ONTO THE WALLS NOT LESS THAN 4 INCHES (CBC 1210.2.1).

WALLS AND PARTITIONS WITHIN 2 FT. OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE, TO A HEIGHT OF NOT LESS THAN 4 FT. ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALLS SHALL BE OF A TYPE THAT IS NOT ADVERSELY AFFECTED BY MOISTURE. ACCESSORIES SUCH AS GRAB BARS, TOWEL BARS, PAPER DISPENSERS AND SOAP DISHES, PROVIDED ON OR WITHIN WALLS, SHALL BE INSTALLED AND SEALED TO PROTECT STRUCTURAL ELEMENTS FROM MOISTURE (CBC 1210.2.2).

RESTROOM SANITATION



PROPOSED 1ST FLOOR PLAN

7,336 SF NORTH
1/4" = 1'-0"

REVISIONS

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Hanford, California 93230
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PROPOSED TENANT IMPROVEMENT FOR:
NHC LEMOORE, LLC
334-338 WEST "D" STREET
LEMOORE, CALIFORNIA 93245

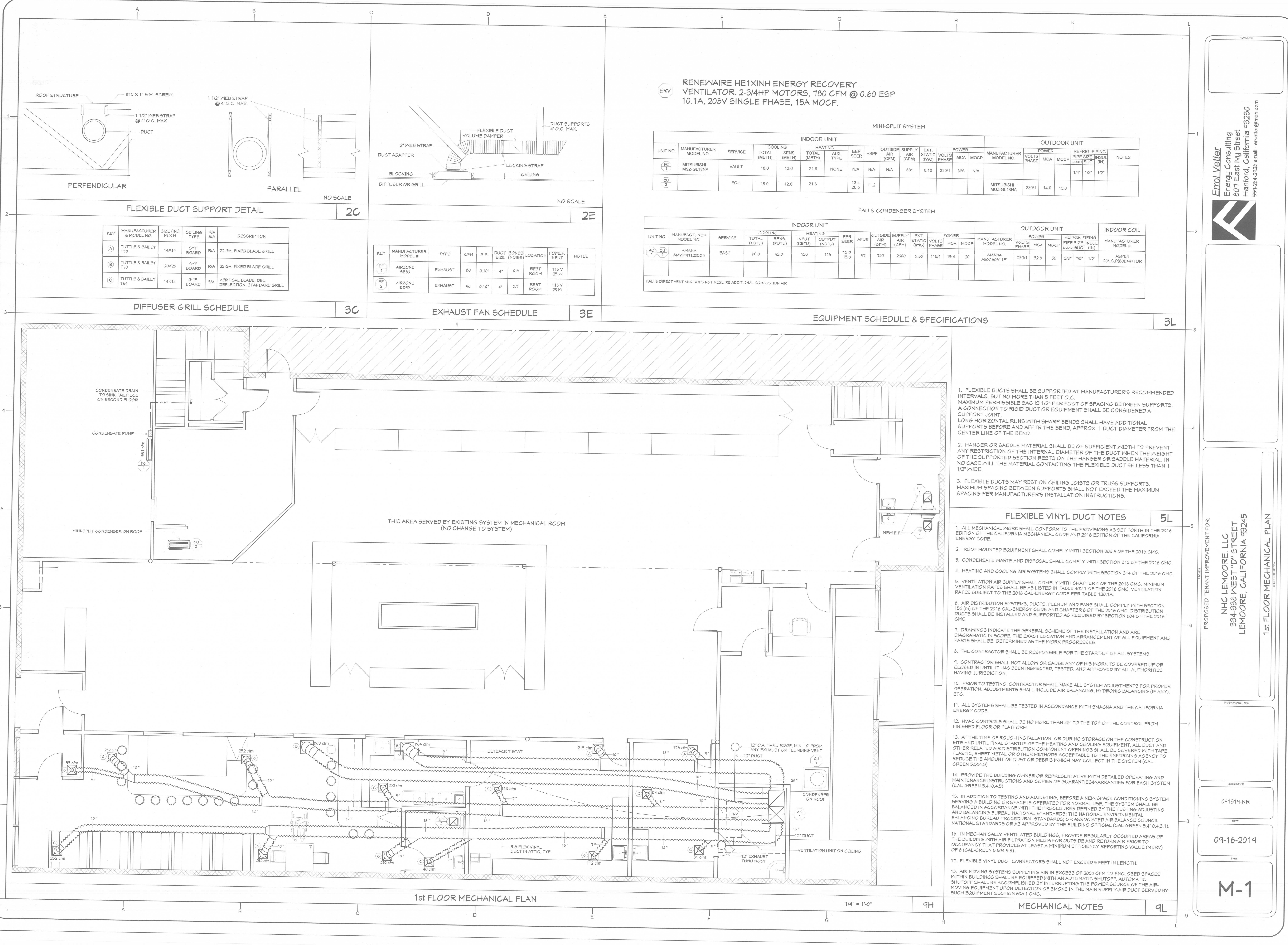
PROPOSED 1ST FLOOR PLAN

PROFESSIONAL SEAL

JOB NUMBER
091319-NR

DATE
09-16-2019

SHEET
A-2



RENEWAIRE HE1XINH ENERGY RECOVERY
VENTILATOR. 2-3/4HP MOTORS, 780 CFM @ 0.60 ESP
10.1A, 208V SINGLE PHASE, 15A MOCP.

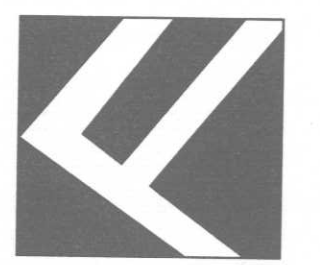
MINI-SPLIT SYSTEM

INDOOR UNIT														OUTDOOR UNIT						
UNIT NO.	MANUFACTURER MODEL NO.	SERVICE	COOLING		HEATING		SEER	HSPF	OUTSIDE AIR (CFM)	SUPPLY AIR (CFM)	EXT. STATIC (IWC)	VOLTS/ PHASE	POWER		MANUFACTURER MODEL NO.	POWER		REFRIG. PIPING (IN)	NOTES	
			TOTAL (MBTH)	SENS. (MBTH)	TOTAL (MBTH)	AUX. TYPE							MCA	MOCP		VOLTS/ PHASE	MCA			MOCP
FC	MITSUBISHI MSZ-GL18NA	VAULT	18.0	12.6	21.6	NONE	N/A	N/A	N/A	581	0.10	230/1	N/A	N/A				1/4" 1/2" 1/2"		
QU		FC-1	18.0	12.6	21.6		13.4 20.5	11.2							MITSUBISHI MUZ-GL18NA	230/1	14.0 15.0			

FAU & CONDENSER SYSTEM

INDOOR UNIT														OUTDOOR UNIT						INDOOR COIL	
UNIT NO.	MANUFACTURER MODEL NO.	SERVICE	COOLING		HEATING		EER SEER	AFUE	OUTSIDE AIR (CFM)	SUPPLY AIR (CFM)	EXT. STATIC (INCH)	POWER		MANUFACTURER MODEL NO.	POWER		REFRIG. PIPING		MANUFACTURER MODEL #		
			TOTAL (KBTU)	SENS. (KBTU)	INPUT (KBTU)	OUTPUT (KBTU)						VOLTS PHASE	MCA		MOCP	VOLTS PHASE	MCA	MOCP		PIPE SIZE (INCH)	INSUL SUG.
AC-1	AMANA AMVMT1205DN	EAST	60.0	42.0	120	116	12.0 15.0	97	750	2000	0.60	115/1	15.4	20	AMANA ASX160611F*	230/1	32.5	50	3/8" 7/8" 1/2"	ASPEN C(A,C,D)60E44+TDR	
FAU IS DIRECT VENT AND DOES NOT REQUIRE ADDITIONAL COMBUSTION AIR																					

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PROPOSED TENANT IMPROVEMENT FOR:
NHC LEMOORE, LLC
334-338 WEST "D" STREET
LEMOORE, CALIFORNIA 93245

1st FLOOR MECHANICAL PLAN

PROFESSIONAL SEAL

JOB NUMBER
091319-NR

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SHEET
M-1