ROLL CALL:
Mayor/Chairman/President:
Gustavo V. Camacho
Mayor Pro Tempore/Vice Chairman/Vice President:
Raul Elias
Councilmembers/Directors/Commissioners:
Gregory Salcido
Dr. Monica Sanchez
Brent A. Tercero

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera *Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

COMMISSIONERS SCHEDULED TO BE PRESENT:
Esther Celiz, Planning Commission
John Contreras, Parks and Recreation Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:
- Fire Department – Emergency Management

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours’ notice).

*Commissioners receive a $30.00 stipend per each meeting held and attended.
Public Hearing:

1. Continue Public Hearing – Adoption of the Annual Rental Housing Inspection Program Ordinance and Cost Recovery Fee Schedule.
   a. Open Hearing
   b. Memo from City Manager
   c. Written Communication(s)
   d. Oral Communication(s)
   e. Close Hearing
   f. Recommendation:
       1. Continue the introduction of the Rental Housing Inspection Program Ordinance with applicable fees to a future date.

PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: 1) respond briefly to statements made or questions posed by the public; 2) ask a question for clarification; 3) provide a reference to staff or other resources for factual information; 4) request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and 5) direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

City Council:

2. Minutes:
   • City Council meeting of January 14, 2020
     Recommendation: Approve
   • Parks and Recreation Commission meeting of November 14, 2019
     Recommendation: Receive and file

3. 10th Warrant Register of the 2019-2020 Fiscal Year.
   Check Numbers: 284393-284433; 284435-284466; 284467-284480
   Special Check Numbers: None
   Recommendation: Approve
4. **Approve Resolution and Policy for Discontinuation of Water Service for the City of Pico Rivera to Comply with Senate Bill 998.** *(700)*  
**Recommendation:**  
1. Approve the resolution and policy for Discontinuation of Water Service for the City of Pico Rivera to comply with Health and Safety Code, Chapter 6.  

Resolution No. ______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, TO ESTABLISH GUIDELINES AND PROCEDURE FOR RESIDENTIAL WATER DISCONTINUATION FOR NON-PAYMENT

5. **Planning Commission Appointment.** *(300)*  
**Recommendation:**  
1. Approve a resolution approving Councilmember Dr. Sanchez’ appointment to the Planning Commission.  

Resolution No. ______ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTOR: ESTHER CELIZ TO THE PLANNING COMMISSION FOR ONE YEAR TERM SAID TO EXPIRE DECEMBER 2020

6. **Mayoral Appointments.** *(100)*  
**Recommendation:**  
1. Confirm the Mayor’s appointments to various Boards, Agencies and Committees.

7. **Consideration of First Amendment to Employment Agreement of Steven Carmona as City Manager for the City of Pico Rivera.** *(500)*  
**Recommendation:**  
1. Approve the First Amendment to the Employment Agreement No. 19-1886 between City Manager Steven Carmona and the City of Pico Rivera.  

Agreement No. 19-1886-1

**CONSENT CALENDAR ITEMS PULED FOR FURTHER DISCUSSION:**

**REGULAR AGENDA:** None

**GOOD OF THE ORDER** (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

**CLOSED SESSION(S):**

a. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Pursuant to Government Code Section 54956.9(d)(2)  
One matter

**ADJOURNMENT:**
AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 23rd, day of January 2020.

Dated this 23rd, day of January 2020

Anna M. Jerome, CMC
City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.
STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.

- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a maximum of three minutes. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.

- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).
To: Mayor and City Council

From: City Manager

Meeting Date: January 28, 2020

Subject: CONTINUE PUBLIC HEARING - ADOPTION OF THE ANNUAL RENTAL HOUSING INSPECTION PROGRAM ORDINANCE AND COST RECOVERY FEE SCHEDULE

Recommendation:

1. Continue the introduction of the Rental Housing Inspection Program Ordinance with applicable fees to a future date.

Fiscal Impact:

There is no fiscal impact as a result of the recommended action.

Discussion:

City staff is in the process of developing a Rental Housing Inspection Program ordinance to allow the proactive inspection of rental housing within the City. The Program will help to create a healthy and safe environment and preserve the quality of life in residential rental units. The ordinance will allow City staff to identify blight and deteriorated housing and ensure rehabilitation or elimination of housing below minimum building or housing code standards, and exterior site maintenance standards.

Staff has conducted a survey of the apartments and rental units within the scope of the ordinance, and have estimated the total number to be 3,444 (does not include Accessory Dwelling Units (ADU), which are estimated to be a total of 75).

Staff is requesting to continue the adoption of the ordinance to conduct additional research and bring forth together a Fee Cost Recovery Resolution to accompany the ordinance.

Scope:

The types of uses and buildings proposed within the Rental Housing Inspection Program: apartment houses, duplexes, hotels, motels, ADU’s and corporate-owned single-family houses.
Notices:

Announcement of this new ordinance was profiled in *The Pico Rivera Profile* and published in the Whittier Daily News (Enclosure 1).

**Conclusion:**

The proposed program would set habitability standards and improve the quality and maintenance for the City’s rental housing stock. Staff recommends the postponement of the proposed ordinance to allow for further review.

Steve Carmona

SC:JG:PS:smc

Enclosure: 1) WDN publication
CITY OF PICO RIVERA
6615 PASSONS BLVD
C/O GLORIA G. CANDELARIA
PICO RIVERA, CA  90660

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of WHITTIER DAILY NEWS, a newspaper of general circulation for the City of Whittier, by the Superior Court of the County of Los Angeles, State of California, on the date of October 10, 1960, Case Number 369393. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/17/2020

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co. California
On this 17th day of January, 2020.

Mark

Signature
A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the regular meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Elias, Salcido, Sanchez, Camacho
ABSENT: Tercero (excused)

COMMISSIONERS PRESENT:
Edgar Estrada, Planning Commission
Jacob Rodriguez, Parks and Recreation Commission

INVOCATION: Delivered by Councilmember Elias

PLEDGE OF ALLEGIANCE: Led by Councilmember Dr. Sanchez

SPECIAL PRESENTATIONS:
• Sheriff’s Department – Homeless Update (moved to future meeting)

PUBLIC COMMENTS:

Jayro Queme:
• Addressed the City Council to inform them of the upcoming Firefly event on Rosemead and Whittier Boulevards on January 22, 2020.

Lauren Talbott, Pico Rivera Community Library Manager:
• Addressed the City Council regarding upcoming library programs and events for the month of January.

Jose Sanchez:
• Addressed the City Council regarding trench repairs needed on both sides of Rosemead Boulevard due to thumping, shock and vibrations.

The following speakers addressed the City Council to speak in favor of rent control for mobile home parks:
• Maria Aguilar
• Romelio Rojo
• Diego Rubalcava
CONSENT CALENDAR ITEMS:

City Council:

1. **Minutes:**
   - Approved City Council meeting of December 10, 2019, Special City Council meeting of December 16, 2019 and Special City Council meeting of December 23, 2019

2. **Approved 9th Warrant Register of the 2019-2020 Fiscal Year.** (700)
   - Check Numbers: 284182-284251; 284253-284296; 284297-284365; 284366-284371; 284372-284392
   - Special Check Numbers: 284252

3. **Continue – Appeal of the Planning Commission’s Decision to Terminate Nonconforming Structures and use at 8615 Whittier Boulevard, Pico Rivera, California (Former Whittier Manor Apartments).** (1300)
   - 1. Continued the adoption of the resolution per Section 18.64.060 to February 11, 2020.

4. **City of Pico Rivera 2020 Census Complete Count Committee Resolution.** (500)
   - This item was pulled from the Consent Calendar for further clarification and discussion.

5. **A Resolution Appointing a Member and Alternates to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board for the Ongoing Term Ending on September 30, 2021.** (100)
   - 1. Approved Resolution No. 7046 appointing Public Works Deputy Director/City Engineer, Monica Heredia as a Board Member, Luis Osuna and Kenner Guerrero as alternates, to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board for the ongoing term September 30, 2021.

   Resolution No. 7046 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE(S) TO THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD

6. **Annual Signing and Striping Improvements Project (CIP No. 50020) – Authorization to Advertise for Construction.** (500)
   - 1. Approved Specifications and Estimate for the Annual Signing and Striping Project (CIP No. 50020) and authorized the City Clerk to publish the Notice Inviting Bids; and
2. Approved the Notice of Exemption (NOE) for the subject project and authorized the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act (CEQA)

7. **Installation of Traffic Control Devices – Traffic Safety.**

   This item was pulled from the Consent Calendar for further clarification and discussion.

8. **Citywide Fiber Optics Master Plan (Project No. 50026) – Award Professional Services Agreement.**

   This item was pulled from the Consent Calendar for further clarification and discussion.

9. **Building and Safety Services – Award Professional Services Agreement to JAS Pacific.**

   1. Awarded a Professional Services Agreement (PSA) to JAS Pacific to provide Building and Safety services for an annual amount not-to-exceed $250,000; and
   2. Authorized the Mayor to execute the PSA with JAS Pacific, in a form approved by the City Attorney, for a term of three (3) years.

   Agreement No. 20-1932

**Successor Agency to the Pico Rivera Redevelopment Agency:**

10. **Minutes:**

    - Approved Successor Agency meeting of January 8, 2019

11. **Approval of the 2020-21 Recognized Obligation Payment Schedule (ROPS) and Corresponding Administrative Budget.**

    1. Approved Resolution No. SA-20-14 of the Successor Agency to the Pico Rivera Redevelopment Agency (Successor Agency) approving the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2020 – June 30, 2021 (20-21 ROPS) and approval of the Successor Agency approving the Administrative Budget for the Fiscal Year 2020-21.

Water Authority:

12. Minutes:
   - Approved Water Authority meeting of December 10, 2019


   1. Approved Resolution No. 20-27 appointing Public Works Deputy Director/City Engineer, Monica Heredia as a Board Member, Luis Osuna and Kenner Guerrero as alternates, to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board for the ongoing term September 30, 2021.

   Resolution No. 20-27  A RESOLUTION OF THE PICO RIVERA WATER AUTHORITY, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE(S) TO THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD

Motion by Councilmember Salcido, seconded by Councilmember Dr. Sanchez to approve Consent Calendar Items No. 1, 2, 3, 5, 6, 9, 10, 11, 12 and 13. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Camacho
NOES: None
ABSENT: Tercero

CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION:


Mayor Pro Tem Elias asked for further clarification on this item. City Manager Carmona stated that this grant fund is to supplement the City’s efforts to educate and outreach to the community in collaboration with the El Rancho Unified School District.

Mayor Camacho and Mayor Pro Tem Elias encouraged residents to be counted in the 2020 Census as the numbers help the community with future funding and programs.

Motion by Councilmember Salcido, seconded by Councilmember Dr. Sanchez to: 1) Approve a resolution to allow the City of Pico Rivera to enter into an agreement with the County of Los Angeles to accept funds to engage in Census 2020 Education and Outreach; and 2) Authorize the City Manager to approve an agreement between the City of Pico Rivera and the County of Los Angeles to accept funds to engage in the Census 2020 Education and Outreach. Motion carries by the following roll call vote:
Resolution No. 7045  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING SUBAWARD AGREEMENT FOR CENSUS 2020 EDUCATION AND OUTREACH ACTIVITES

Agreement No. 20-1930

AYES: Elias, Salcido, Sanchez, Camacho
NOES: None
ABSENT: Tercero


Mayor Pro Tem Elias asked if the traffic study includes the north side of the City. City Manager Carmona stated that this particular traffic control device installation would be on Rosehedge Drive and Rosemead Boulevard.

Motion by Councilmember Salcido, seconded by Councilmember Dr. Sanchez to receive and file the report. Motion carries by the following roll call vote:

AYES: Elias, Salcido, Sanchez, Camacho
NOES: None
ABSENT: Tercero

8. Citywide Fiber Optics Master Plan (Project No. 50026) – Award Professional Services Agreement. (500)

Councilmember Elias inquired about how the fiber optics master plan will be utilized. City Manager Carmona stated that the fiber optic master plan will assist in creating and modernizing fiber optics and revenue enhancements throughout the City. He further stated that the Master Plan should be completed in summer 2020.

Mayor Camacho mentioned that the installation of the cable boxes for the fiber optics need to be strategically placed so that these boxes do not have a negative aesthetic impact on the neighborhoods and residents homes.

Motion by Councilmember Salcido, seconded by Councilmember Dr. Sanchez to: 1) Award a Professional Services Agreement to HR Green Pacific, Inc. (HR Green) to develop and implement a Fiber Optics Master Plan (Project No. 50026) for an amount not-to-exceed $99,984 and execute an agreement in a form approved by the City Attorney; 2) Amend the Fiscal Year 2019-20 adopted budget by appropriating $59,984 in Measure R (Fund 207) to 207.40.4010.54500, and $40,000 in PRIME funds (Fund 560) to 560.40.4010.54500 to Project No. 50026; and 3) Amend the Fiscal Year 2019-20 adopted budget by appropriating an additional $20,000 in Measure R (Fund 207) to Account No. 207.40.4000.51100-50026 for the planning, coordination and engineering staff time costs incurred toward implementing this eligible project. Motion carries by the following roll call vote:
Agreement No. 20-1931

AYES: Elias, Salcido, Sanchez, Camacho
NOES: None
ABSENT: Tercero

REGULAR AGENDA: None

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

Councilmember Dr. Sanchez stated that she attended a Chamber of Commerce dinner, a toy drive, the California Contract Cities Summit in Sacramento, January 6 - 8, 2020, and a Water Education Summit for Latino Leaders.

Mayor Pro Tem Elias stated that he attended a West Coast Muslim Convention on December 26, 2019 and thanked and welcomed them for being good neighbors. He further mentioned the success of the Senior New Year's Eve dance and asked for a status on the two existing Ad Hoc Committees (Vagrancy and Code of Ethics). City Manager Carmona stated that these two committees will conclude after a couple more meetings and provide their findings to City Council. In regard to public comment speaker Aguilar's concerns, Mayor Pro Tem Elias requested that staff set up a meeting with her. He also mentioned that he received a complaint about the street sweeper not being able to sweep the street due to overgrown trees and asked staff to look into the complaint.

Mayor Camacho also mentioned his attendance at the California Contract Cities Summit in Sacramento highlighting topics such as housing, the homeless, education on water, land use, public safety and new bills being introduced: SB 732 South Coast Air Quality Management District increase tax caps (oppose); SB 54 Increase standards for recycling (support); SB 50 Housing Bill zoning and land use (oppose).

Mayor Camacho asked that with the approval of the City Council for City Manager Carmona to agendize three potential steering committees: 1) Homeless (Tercero/Camacho); 2) Economic Development (Elias/Camacho); and Veterans Committee. City Attorney Alvarez-Glasman stated that if the City Council should adopt these committees, the committees would be subject to the Brown Act.

Recessed to Closed Session at 6:49 p.m.

Councilmember Salcido left the meeting at 6:50 p.m.

ALL THREE CITY COUNCIL MEMBERS WERE PRESENT

Reconvened from Closed Session to Open Session at 7:08 p.m.

ALL THREE CITY COUNCIL MEMBERS WERE PRESENT
CLOSED SESSION(S):

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Pursuant to Government Code Section 54957
   Position: City Manager

City Attorney Alvarez-Glasman stated that direction was provided to prepare an amendment to the City Manager agreement and to bring the agreement back to City Council for approval at the next City Council meeting.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 7:09 p.m. in memory of Delores Amaro and Anthony Rojas. There being no objection it was so ordered.

AYES: Elias, Sanchez, Camacho
NOES: None
ABSENT: Salcido, Tercero

Gustavo V. Camacho, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated January 14, 2020 and approved by the City Council on January 28, 2020.

Anna M. Jerome, City Clerk
A Regular Meeting of the Parks and Recreation Commission was held in the Council Chambers, 6615 Passons Boulevard, Pico Rivera, California. Chair Saucedo called the meeting to order at 6:00 p.m.

PRESENT: Commissioners: Michael D. Lay, Joseph A. Palombi, Jacob A. Rodriguez, Vice-Chair John Contreras, and Chair Patricia A. Saucedo

PUBLIC COMMENT: None

AGENDA ITEMS:

1. MINUTES:
   - Parks and Recreation Commission Meeting of October 10, 2019
     Recommendation: Approve

A motion was made by Vice-Chair Contreras and seconded by Commissioner Rodriguez and carried on to roll call vote to approve the Minutes of October 10, 2019.

2. NEW BUSINESS:
   a) Vote on Parks and Recreation Commission DARK for month of December
      - A motion was made by Vice-Chair Contreras and second by Commissioner Lay and carried on to roll vote to approve going DARK in December to allow staff sufficient time to plan upcoming events.

   b) Park Deputy Report
      - Park Deputy, Juan Guillen, provided a list of reported incidents, arrests, and concerning calls that pertained to park sites. The following incidents took place:

         o Pico Park – a report was made for burglary to a vehicle.
         o Rio Hondo Park – a report was made for grand theft due to missing plaque.
         o Rio Hondo Park – two arrest were made, one for possession of Methamphetamines and one for a warrant.
         o Pico Park – a concerning call was made about a fight, it was horse play between a few kids.
         o Smith Park – a concerning call about possible domestic violence was made – it was a verbal argument between two adults.
         o Skate Park – a call about a boy being hit with a skateboard was made – it was an accident and no further action was taken.

   Interim Director, Sonya Patterson added that Park Deputy Guillen has been very active at the park sites and his efforts and presence are appreciated.
Chair, Saucedo, also added that she had seen a difference at Smith Park and the Skate Park.

3. OLD BUSINESS:

   a) Pico Boys Baseball League

President of Pico Boys, Luis Carbajal, stated that he was not notified about the October 10th commission meeting.

Chair, Saucedo informed him that the Commission Meetings are held every second Thursday of the month and notifications of the meeting are posted in several city buildings. She asked if President Carbajal had an update on their 501 (c)(3) statues.

President Carbajal stated that he is working with the Certified Public Accountant to gather missing documents for the first year of non-paid taxes, the second year of non-paid taxes is missing bank statements. He further stated that he is not able to retrieve any statements from the bank because the account is under Sal Coco.

Chair Saucedo asked when Pico Boys would begin taking Registrations.

President Carbajal stated that registrations would begin in February.

Chair Saucedo stated that by January 2020, the Commission expected Pico Boys to have a better report in their status.

President Carbajal agreed and stated that he would be in attendance on January 9th.

Interim Director, Patterson stated that Pico Boys status would be agendized for the January meeting. She informed the Commission that the deadline to turn in field request for the spring season is January 31st. However, Pico Boys would not go before commission to be officially recognized until February or March once all paper work is turned in. Interim Patterson than asked President Carbajal how finances are being handled since the bank account is in Sal Cocos name.

President Carbajal stated that he has the debit card that belongs to the account and has been making deposits and purchases with the debit card.

Vice-Chair, Contreras asked why he does not have access to the account.

President Carbajal stated that he has tried getting access to the account but was informed that Sal Coco needed to be present.

Vice-Chair Contreras asked if Sal Coco is the only person listed in the account.

President Carbajal stated that Sal Coco is the only person on the account and that account has no co-signer.
Interim Director Patterson, suggested that once they had access to the account to include additional names to avoid future issues.

**4. ORGANIZATION RECOGNITION REVIEW:**

a) Twin Cities Wolverines

President was not in attendance. No action was taken.

b) Pico Rivera Youth Soccer

President of Pico Rivera Youth Soccer, Querino Moran, provided a brief history of the organization. He stated that the organization was established to provide kids a safe place to play soccer.

Interim Director Patterson informed Commission that she had confirmed with staff that the Certificate of Insurance had not been received. Interim Director Patterson asked President Moran if he had a valid insurance. Interim Director Patterson further stated that fields would not be granted for usage until the Certificate of Insurance is submitted.

Vice President Nick Giles than approached and stated that he is just waiting for the insurance company to send him a copy.

Commissioner Rodriguez asked President Moran and Vice President Giles what their procedure was for finger printing coaches.

Vice president Giles responded that he will be going through a company to get all coaches finger printed so that everyone is on the same page.

Chair Saucedo asked Pico Rivera Youth Soccer to come back on January 9th with completed paperwork to be considered for recognition.

c) A.A. Volver A Empezar

Maria Lopez, Coordinator for A.A Volver A Empezar, provided a brief history of the organization. The organization is requesting a one-time use of Smith Park Auditorium to celebrate their 5 year anniversary on December 7.

Commissioner Rodriguez asked what percentage of the members are Pico Rivera residents.

Maria stated that most members are from Pico Rivera and others are from the City of Whittier.

A motion was made by Vice-Chair Contreras and second by Commissioner Palombi and carried on to roll call vote to recognize A.A Volver A Empezar as a community organization for FY19/20.
5. DEPARTMENTAL REPORT:

a) Director’s Report
b) Recreation Upcoming Activities

Interim Director Patterson briefly reviewed the events that occurred during the month of October which included the Installation Ceremony for the American Legion and Veterans of Foreign Wars Emblems on the corner of Passons and Washington. In addition, the Mother and Son Monster Bash was held at the Senior Center and the Senior Center hosted their Halloween Dance. The Senior Center also provided a free trip for seniors to the Grand Park Rangers Expedition in Los Angeles. She briefly reviewed the Trick or Treat for hunger event, the ribbon cutting ceremony for One City Insurance and the Glow Ball tournament that was held at the Golf Course. She thanked Commissioner Contreras and Commissioner Rodriguez for volunteering to be judges at The Annual Halloween Spooktacular. Interim Director Patterson announced that new front counters were installed at Rivera Park and the Senior Center. She encourage Commission to stop by when they have a chance. She briefly reviewed upcoming events for the months of November and December.

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## December (Continued)

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<td>12:00 p.m. – 2:00 p.m.</td>
<td>Dance Recital</td>
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<td>12/07</td>
<td>8:00 a.m. – 6:00 p.m.</td>
<td>Trips &amp; Tours – Indio Tamale Festival</td>
<td>Senior Center 9200 Mines Ave.</td>
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<tr>
<td>12/07</td>
<td>9:00 a.m. – 1:00 p.m.</td>
<td>Christmas Baskets Distribution &amp; Toy Distribution</td>
<td>Pico Park 9528 Beverly Blvd.</td>
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<td>Joy Toy Give-A-Way</td>
<td>Rio Hondo Park 8421 San Luis Potosi Place</td>
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<td>Christmas Holiday – City Offices Closed</td>
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<td>Coordinating Council New Year’s Dance</td>
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<td>8:30 a.m. – 2:00 p.m.</td>
<td>Trips &amp; Tours – Rose Parade Float Preview</td>
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### 6. COMMISSIONER REPORTS – Park Facility Issues

- **Senior Center** - Chair Saucedo
- **Pico Park** - Commissioner Palombi and Chair Saucedo
- **Rio Hondo Park** - Commissioner Palombi
- **Streamland Park** - Commissioner Rodriguez
- **Smith Park** - Vice-Chair Contreras
- **Rivera Park** - Chair Saucedo and Commissioner Lay
- **Youth Center** - Commissioner Rodriguez
- **Golf Course** - Vice-Chair Contreras

Vice – Chair Contreras stated that he enjoyed being a judge at The Halloween Spooktacular Event and is looking forward to doing it again next year. He also wanted to thank Park Deputy Guillen for being present during baseball games at Rivera Park and Smith Park. Vice – Chair Contreras also noticed that the Skate Park was calmer and that the stadium fence needed some maintenance. He also mentioned that he went to the Veterans Day event the Golf Course was hosting and reported a well-organized event.

Commissioner Lay thanked Park Deputy Guillen for being present at the baseball games.
Chair Saucedo thanked the Parks and Recreation Department for the work that was put into the Veterans Day Event.

Vice-Chair Contreras also wanted to thank Parks and Recreation for allowing Rivera Baseball Association to volunteer and help with the Veterans during the Veterans Day Event.

Interim Director Patterson reminded the Commission that the Holiday Tree Lighting was going to be held on December 1st and that the following Council Meeting was going to be the reorganization as well as the installation of the new council women.

7. CITY COUNCIL MEETING ATTENDANCE REMINDER

a) Commissioner Michael Lay – December 10, 2019

ADJOURNMENT:

The Parks and Recreation Commission Meeting was adjourned at 6:37 p.m. motioned by Chair Saucedo and seconded by Vice-Chair Contreras.

________________________________________
Patricia A. Saucedo, Chair
Parks and Recreation Commission

________________________________________
Sonya Patterson, Interim Director of Parks and Recreation
### 10th WARRANT REGISTER OF THE 2019 - 2020 FISCAL YEAR

**MEETING DATE:** 01/28/20

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**ACH NUMBERS:**

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### SPECIAL CHECK TOTAL:

$0.00

### TOTAL REGISTER AMOUNT:

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PAYROLL REGISTER P/P 12/21/19 - 01/03/20

Pay Date: 01/09/20

VOID ACH CKS

VOID CKS

SPECIAL CKS
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5,106.61

CKS
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1,850.10

ACH
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Vendor 503 - American Heritage Life Insurance Co

Vendor 694 - Aramark

Vendor 1429 - BMG Money, Inc

Vendor 1793 - Cabrera Capital Markets, Inc

Vendor 923 - CalPERS Long-Term Care Program

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Vendor 1522 - ECMC Totals: Invoices 1

Vendor 600 - Fidelity Security Life Insurance/EyeMed Totals: Invoices 1

Vendor 625 - Franchise Tax Board Totals: Invoices 2

Vendor 1390 - Hazelrigg Claims Management Services

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Totals

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Invoices 1

$436.00

Vendor 1398 - Nationwide Retirement Solutions

Invoices 1

$41,241.77

Vendor 1489 - Nationwide RS

Invoices 1

$824.78

Vendor 548 - Levying Officer

Invoices 1

$187.72
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**Vendor Totals**

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**Grand Totals**

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AP WARRANT REGISTER 01-16-2020
Payment Date Range 01/16/20 - 01/16/20
Report By Vendor - Invoice Summary Listing

Run by Ricky Rao on 01/22/2020 12:59:51 PM
## CITY OF PICO RIVERA U/B REFUND CHECKS 01-17-2020

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<th>Status</th>
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To: Mayor and City Council
From: City Manager
Meeting Date: January 28, 2020
Subject: APPROVE RESOLUTION AND POLICY FOR DISCONTINUATION OF WATER SERVICE FOR THE CITY OF PICO RIVERA TO COMPLY WITH SENATE BILL 998

Recommendation:

1. Approve the resolution and Policy for Discontinuation of Water Service for the City of Pico Rivera to comply with Health and Safety Code, Chapter 6.

Fiscal Impact:

Fund 550, the Water Fund will incur expenses due to the requirement of providing policy notifications translated in six (6) different languages; the development and mailings of additional materials; and the purchase of supplies and postage. There is no General Fund monetary request.

Discussion:

It is a requirement for the City of Pico Rivera to comply with Senate Bill 998, which added Health and Safety Code Chapter 6 to State law (Enclosure 3) by February 1, 2020. The changes required are to bring the City into compliance are as follows:

1. Adopt a Policy for the Discontinuation of water service for delinquent non-payment water services (Enclosure 2).
2. Post the new shut-off policy to the City’s web site (translated into six specific languages).
3. Create required forms for delinquency and notifications, to include a door hanger for final notification.
4. Revise the delinquency date mail out schedule for rendering and payment of bill notification as noted in the Policy (Section 2.A).
5. Provide an annual report to the State Water Resources Control Board and to the City’s web site on the number of discontinuations.
6. Develop an alternative payment schedule, and deferred or reduced payments for qualified customers outlined in the Policy (Section 2.C.1 through Section 2.C.3).
7. A fee schedule adjustment to record a reconnection fee of not-to-exceed $50.00 during normal suppliers’ business hours; and a not-to-exceed $150.00 for non-
business hours as specified in the Policy (Section 2.E.1) and in compliance with SB 998.

a. As of November 10, 2019; the fee schedule is $50.00 for reconnection during suppliers business hours; and $345.00 non-business hours.

8. Develop a formal mechanism for a customer to contest or appeal a water service bill.

Conclusion:

In efforts to comply with Senate Bill 998, the City of Pico Rivera will implement such changes, policies, and procedures to administer provisions relating to the regulation of drinking water to protect the public health of its residence of the City of Pico Rivera.

Steve Carmona

SC:KM:ep

Enclosures: 1) Resolution/ Exhibit A (Policy and Notice Draft)
2) Senate Bill 998
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, TO ESTABLISH GUIDELINES AND PROCEDURE FOR RESIDENTIAL WATER DISCONTINUATION FOR NON-PAYMENT

WHEREAS, the purpose of this policy is to establish guidelines and procedure for residential water discontinuation for non-payment of a delinquent account to comply with Senate Bill 998;

WHEREAS, Senate Bill No. 998 (SB 998) added Health and Safety Code Chapter 6, Sections 116900 through 116908, which is effective February 1, 2020, and requires formalized adoption of policies and procedures for accounts deemed delinquent and scheduled to have water service discontinued;

WHEREAS, as noted under the City of Pico Rivera Municipal Code Section 13.20.100, regulate the customers water service may be discontinued for the nonpayment of a bill for water service rendered; and

WHEREAS, Health and Safety Code Chapter 6, Sections 16900 through 116908 require urban and community water systems:

A. Shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days;
B. Shall offer to provide in writing to the customer the City’s policy on discontinuation for nonpayment and offer options to avert discontinuation of residential service or nonpayment;
C. The written notice of delinquency shall be mailed to the customer of the residence to which the service is provided. The notice also shall be sent to the address of the property and must include: the customer’s name and address, the amount of delinquency, date by which payment or arrangement is required to avoid discontinuation of service, a description of the process to apply for an extension of time to pay delinquent charges, a description of the procedure to petition for bill review and appeal, procedure by which the customer may request an extension or alternative payment schedule;
D. If unable to make contact with customer the water purveyor shall make a good faith effort to visit the residence and leave a notice of imminent discontinuation and the water purveyor’s policy for discontinuation of service for nonpayment; and

WHEREAS, the City desires to adopt Policy on Discontinuation of Water Service for non-payment, as set forth in Exhibit A (the “Policy”). Which policy shall be the City’s policy of discontinuation of water service for non-payment for the purpose of Health and Safety Code, Chapter 6, Section 116900; and
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1: City Council hereby determines and finds that the policy complies with the requirements of Health and Safety Code, Chapter 6.

SECTION 2: This resolution shall thereupon take effect and be in full force beginning February 1, 2020 and thereafter.

SECTION 3: The policy, as set forth in Exhibit A, is hereby approved and passed. The policy shall be applicable to all water customers of the Pico Rivera Water Authority.

SECTION 4: The Mayor, or presiding office, is hereby authorized to affix signature authority to the Resolution signifying the approval by the City Council of the City of Pico Rivera and the City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 28th day of January, 2020.

____________________________
Gustavo V. Camacho, Mayor

ATTEST:  APPROVED AS TO FORM:

____________________________
Anna M. Jerome, City Clerk  Arnold M. Alvarez-Glasman, City Attorney

AYES:  NOES:  ABSENT:  ABSTAIN:
POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

Notwithstanding any other policy or rule, this Policy on Discontinuation of Residential Water Service for Non-Payment shall apply to the discontinuation of residential water service for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule, this Policy shall prevail.

I. Application of Policy; Contact Telephone Number:

This policy shall apply only to residential water service for non-payment and all existing policies and procedures shall continue to apply to commercial and industrial water service accounts. Further assistance concerning the payment of water bills and the potential establishment of the alternatives set forth in this policy to avoid discontinuation of service can be obtained by calling (562) 942-2000.

II. Discontinuation of Residential Water Service for Non-Payment:

A. Rendering and Payment of Bills: Bills for water service will be rendered to each consumer on a monthly basis unless otherwise provided for in the rate schedules. Bills for service are due and payable upon presentation and become overdue and subject to discontinuation of service if not paid within sixty (60) days from the date the bill is due. Payment may be made at the office, to any representative authorized to make collections or by electronic transmission if feasible. However, it is the consumer’s responsibility to assure that payments are received at the specified location in a timely manner. Partial payments are not authorized unless prior approval has been received. Bills will be computed as follows:

1. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.

2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.

3. Billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the Supplier shall have the right to refuse any payment of such billings in coin.

B. Overdue Bills: The following rules apply to consumers whose bills remain unpaid for more than sixty (60) days following the invoice due date:

1. Overdue Notice: If payment for a bill rendered is not made on or before the forty-fifth (45th) day following the invoice due date, a notice of overdue payment (the “Overdue Notice”) will be mailed to the water service customer at least seven (7) business days prior to the possible discontinuation of service date identified in the Overdue Notice. For purposes of this policy, the term “business days” shall refer to any days on...
which the Supplier’s office is open for business. If the consumer’s address is not the address of the property to which the service is provided, the Overdue Notice must also be sent to the address of the property served, addressed to “Occupant.” The Overdue Notice must contain the following:

a) Consumer’s name and address;
b) Amount of delinquency;
c) Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
d) Description of the process to apply for an extension of time to pay the amount owing (see Section III(D), below);
e) Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency (see Section IV, below); and
f) Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule (see Section III, below).

The Supplier may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the Supplier shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in Section III, below, and the procedures for review and appeal of the consumer’s bill, as described in Section IV, below.

2. Unable to Contact Consumer: If the Supplier is not able to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the Supplier will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of service for non-payment, and a copy of this Policy.

3. Late Charge: A Late Charge, as specified in the Supplier’s schedule of fees and charges, shall be assessed and added to the outstanding balance on the consumer’s account if the amount owing on that account is not paid before the Overdue Notice is generated.

4. Turn-Off Deadline: Payment for water service charges must be received in the Supplier’s offices no later than 4:30 p.m. on the date specified in the Overdue Notice. Postmarks are not acceptable.

5. Notification of Returned Check: Upon receipt of a returned check rendered as remittance for water service or other charges, the Supplier will consider the account not paid. The Supplier will attempt to notify the consumer in person and leave a notice of termination of water service at the
premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Overdue Notice; or if an Overdue Notice had not been previously provided, no sooner than the sixtieth (60th) day after the invoice for which payment by the returned check was due. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

6. Returned Check Tendered as Payment for Water Service Disconnected for Nonpayment:

   a) If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the Supplier may disconnect said water service upon at least three (3) calendar days’ written notice. The consumer’s account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer’s account has been reinstated, the account will be flagged for a one-year period indicating the fact that a non-negotiable check was issued by the consumer.

   b) If at any time during the one year period described above, the consumer’s account is again disconnected for nonpayment, the Supplier may require the consumer to pay cash or certified funds to have that water service restored.

C. Conditions Prohibiting Discontinuation: The Supplier shall not discontinue residential water service if all of the following conditions are met:

1. Health Conditions – The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

2. Financial Inability – The consumer demonstrates he or she is financially unable to pay for water service within the water system’s normal billing cycle. The consumer is deemed “financially unable to pay” if any member of the consumer’s household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household’s annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: https://www.healthforcalifornia.com/covered-california/income-limits); and
3. **Alternative Payment Arrangements** – The consumer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, consistent with the provisions of Section III, below.

D. **Process for Determination of Conditions Prohibiting Discontinuation of Service:** The burden of proving compliance with the conditions described in Subdivision (C), above, is on the consumer. In order to allow the Supplier sufficient time to process any request for assistance by a consumer, the consumer is encouraged to provide the Supplier with the necessary documentation demonstrating the medical issues under Subdivision (C)(1), financial inability under Subdivision (C)(2) and willingness to enter into any alternative payment arrangement under Subdivision (C)(3) as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the Supplier’s General Manager, or his or her designee, shall review that documentation and respond to the consumer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the consumer of the alternative payment arrangement, and terms thereof, under Section III, below, in which the Supplier will allow the consumer to participate. If the Supplier has requested additional information, the consumer shall provide that requested information within five (5) calendar days of receipt of the Supplier’s request. Within five (5) calendar days of its receipt of that additional information, the Supplier shall either notify the consumer in writing that the consumer does not meet the conditions under Subdivision (C), above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under Section III, below, in which the Supplier will allow the consumer to participate. Consumers who fail to meet the conditions described in Subdivision (C), above, must pay the delinquent amount, including any penalties and other charges, owing to the Supplier within the latter to occur of: (i) two (2) business days after the date of notification from the Supplier of the Supplier’s determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Overdue Notice.

E. **Special Rules for Low Income Consumers:** Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the customer’s household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household’s annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: [https://www.healthforcalifornia.com/covered-california/income-limits](https://www.healthforcalifornia.com/covered-california/income-limits)). If a consumer demonstrates either of those circumstances, then the following apply:

1. **Reconnection Fees:** If service has been discontinued and is to be reconnected, then any reconnection fees during the Supplier’s normal operating hours cannot exceed $50, and reconnection fees during non-operational hours cannot exceed $150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps
may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning January 1, 2021.

2. **Interest Waiver:** The Supplier shall not impose any interest charges on delinquent bills.

F. **Landlord-Tenant Scenario:** The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.

1. **Required Notice:**
   a. At least ten (10) calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven (7) calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the Supplier must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.
   b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the then delinquent amounts.

2. **Tenants/Occupants Becoming Customers:**
   a. The Supplier is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the Supplier’s requirements and rules.
   b. Notwithstanding subsection II(F)(2)(a), if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the Supplier’s satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the Supplier’s requirements, then the Supplier shall make service available to those tenants/occupants who have met the requirements.
   c. If prior service for a particular length of time is a condition to establish credit with the Supplier, then residence at the property and proof of prompt payment of rent for that length of time, to the Supplier’s satisfaction, is a satisfactory equivalent.
   d. If a tenant/occupant becomes a customer of the Supplier and the tenant's/occupant’s rent payments include charges for residential water
III. Alternative Payment Arrangements: For any consumer who meets the three conditions under Section II(C), above, in accordance with the process set forth in Section II(D), above, the Supplier shall offer the consumer one or more of the following alternative payment arrangements, to be selected by the Supplier in its discretion: (i) amortization of the unpaid balance under Subdivision (A), below; (ii) alternative payment schedule under Subdivision (B), below; (iii) partial or full reduction of unpaid balance under Subdivision (C), below; or (iv) temporary deferral of payment under Subdivision (D), below. The General Manager, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer’s financial situation and Supplier’s payment needs.

A. Amortization: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, enter into an amortization plan on the following terms:

1. Term: The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period and that amount shall be added each month to the consumer’s ongoing monthly bills for water service.

2. Administrative Fee; Interest: For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the Supplier from time to time, representing the cost of initiating and administering the plan. At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this Subsection A.

3. Compliance with Plan: The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the consumer’s current service charges for sixty (60) calendar days or more,
the Supplier may discontinue water service to the consumer’s property at least five (5) business days after posting at the consumer’s residence a final notice of its intent to discontinue service.

B. Alternative Payment Schedule: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

1. Repayment Period: The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.

2. Administrative Fee; Interest: For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the Supplier from time to time, representing the cost of initiating and administering the schedule. At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be paid under this Subsection B.

3. Schedule: After consulting with the consumer and considering the consumer’s financial limitations, the General Manager or his or her designee shall develop an alternative payment schedule to be agreed upon with the consumer. That alternative schedule may provide for periodic lump sum payments that do not coincide with the established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Subdivision (1), above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.

4. Compliance with Plan: The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the consumer’s current service charges for sixty (60) calendar days or more, the Supplier may
discontinue water service to the consumer’s property at least five (5) business days after posting at the consumer’s residence a final notice of its intent to discontinue service.

C. **Reduction of Unpaid Balance:** Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed thirty percent (30%) of that balance without approval of and action by the City Council; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other customers. The proportion of any reduction shall be determined by the consumer’s financial need, the Supplier’s financial condition and needs and the availability of funds to offset the reduction of the consumer’s unpaid balance.

1. **Repayment Period:** The consumer shall pay the reduced balance by the due date determined by the General Manager or his or her designee, which date (the “Reduced Payment Date”) shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.

2. **Compliance with Reduced Payment Date:** The consumer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the consumer’s current service charges for sixty (60) calendar days or more, the Supplier may discontinue water service to the consumer’s property at least five (5) business days after posting at the consumer’s residence a final notice of its intent to discontinue service.

D. **Temporary Deferral of Payment:** Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The Supplier shall determine, in its discretion, how long of a deferral shall be provided to the consumer.

1. **Repayment Period:** The consumer shall pay the unpaid balance by the deferral date (the “Deferred Payment Date”) determined by the General Manager or his or her designee. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the consumer.

2. **Compliance with Reduced Payment Date:** The consumer must pay the reduced balance on or before the Deferred Payment Date, and must
remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the consumer’s current service charges for sixty (60) calendar days or more, the Supplier may discontinue water service to the consumer’s property at least five (5) business days after posting at the consumer’s residence a final notice of its intent to discontinue service.

IV. Appeals: The procedure to be used to appeal the amount set forth in any bill for residential water service is set forth below. A consumer shall be limited to three (3) unsuccessful appeals in any twelve (12) month period and if that limit has been reached, the Supplier is not required to consider any subsequent appeals commenced by or on behalf of that consumer.

A. Initial Appeal: Within ten (10) days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge. Such request must be made in writing and be delivered to the Supplier’s office. For so long as the consumer’s appeal and any resulting investigation is pending, the Supplier cannot discontinue water service to the consumer.

B. Overdue Notice Appeal: In addition to the appeal rights provided under Subsection A, above, any consumer who receives an Overdue Notice may request an appeal or review of the bill to which the Overdue Notice relates at least five (5) business days after the date of the Overdue Notice if the consumer alleges the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under Subsection A, above, has been made. Any appeal or request for review under this Subsection B must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the Supplier’s office within that five (5) business day period. For so long as the consumer’s appeal and any resulting investigation is pending, the Supplier cannot discontinue water service to the consumer.

C. Appeal Hearing: Following receipt of a request for an appeal or review under Subsections A or B, above, a hearing date shall be promptly set before the General Manager, or his or her designee (the “Hearing Officer”). After evaluation of the evidence provided by the consumer and the information on file with the Supplier concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.

1. If water charges are determined to be incorrect, the Supplier will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day
2. (a) If the water charges in question are determined to be correct, the water charges are due and payable within five (5) business days after the Hearing Officer’s decision is rendered. At the time the Hearing Officer’s decision is rendered, the consumer will be advised of the right to further appeal before the City Council. Any such appeal must be filed in writing within seven (7) calendar days after the Hearing Officer’s decision is rendered if the appeal or review is an initial appeal under Subdivision A above, or within three (5) business days if the appeal or review is an Overdue Notice appeal under Subdivision B, above. The appeal hearing will occur at the next regular meeting of the City Council, unless the consumer and Supplier agree to a later date.

(b) For an initial appeal under Subdivision A, above, if the consumer does not timely appeal to the City Council, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) calendar days after the original billing due date, then the Supplier shall provide with the Overdue Notice in accordance with Section II(B)(1), above, and may proceed in potentially discontinuing service to the consumer’s property.

(c) For an Overdue Notice appeal under Subdivision B, above, if the consumer does not timely appeal to the City Council, then water service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least twenty-four (24) hours after the latter to occur of: (i) expiration of the original sixty (60) calendar day notice period set forth in the Overdue Notice; or (ii) the expiration of the appeal period.

3. When a hearing before the City Council is requested, such request shall be made in writing and delivered to the Supplier at its office. The consumer will be required to personally appear before the Council and present evidence and reasons as to why the water charges on the bill in question are not accurate. The Council shall evaluate the evidence presented by the consumer, as well as the information on file with the Supplier concerning the water charges in question, and render a decision as to the accuracy of said charges.

a) If the Council finds the water charges in question are incorrect, the consumer will be invoiced for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of...
that sixty (60) calendar day period; provided that the Supplier shall provide the consumer with the Overdue Notice in accordance with Section II(B)(1), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.

b) If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the decision of the Council is rendered. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the Supplier shall provide the consumer with the Overdue Notice in accordance with Section II(B)(1), above, and may proceed in potentially discontinuing service to the consumer’s property.

c) Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Council.

d) Water service to any consumer shall not be discontinued at any time during which the consumer’s appeal to the Supplier or its City Council is pending.

e) The Council’s decision is final and binding.

V. Restoration of Service: In order to resume or continue service that has been discontinued due to non-payment, the consumer must pay a security deposit and a Reconnection Fee established by the Supplier, subject to the limitation set forth in Section II(E)(1), above. The Supplier will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The Supplier shall make the reconnection no later than the end of the next regular working day following the consumer’s request and payment of any applicable Reconnection Fee.
NOTICES INCLUDED:

- NOTICE OF PAYMENT DELINQUENCY AND IMPENDING DISCONTINUATION
  - One notice is always to be mailed to customer address. Where customer address differs from address of impending service termination a second notice should be mailed to the address of impending service termination and addressed to “occupant.”
- FINAL NOTICE OF SERVICE PAYMENT DELINQUENCY AND IMPENDING DISCONTINUATION

Notes:
- Notices are to be provided in English, Spanish, Chinese, Korean, Vietnamese and Tagalog. Additionally, they should be provided in any other language spoken by 10 percent or more of the customers in the urban and community water system’s service area. (see Health & Safety Code §116922).
- Not included below are separate notices for when the District is unable to contact a consumer. When the District is unable to contact a consumer by telephone or when a mailed notice is rendered undeliverable, the District should post a copy of the NOTICE OF PAYMENT DELINQUENCY AND IMPENDING DISCONTINUATION addressed to “occupant” as well as a copy of the District Policy on Discontinuation of Residential Water Service for Non-Payment in a conspicuous location at the residence where water service is to be terminated.

[THIS PAGE DOES NOT NEED TO TRANSLATED]
NOTICE OF PAYMENT DELINQUENCY AND IMPENDING DISCONTINUATION
WATER SERVICE TO BE TURNED OFF
10-Day Notification

Date of Notice___________________________ Customer Name:_________________________
Date of Turn-Off_________________________ Account Number:_______________________
Address of Service Termination Customer Address:_________________________________
_______________________________________
_______________________________________
_______________________________________

Amount of Delinquency:___________________
Late Charge:_____________________________
Account’s Total Outstanding Balance:_________

Water service to the service address stated above is scheduled to be discontinued on the date of turn-off stated above (the “Turn-Off Date”) for non-payment. To avoid the loss of water service, you must do one of the following before the Turn-Off Date: (a) pay the delinquent amount, including any late fees and other charges, in full on or before _______ p.m. on the Turn-Off Date; (b) if you are a tenant and your landlord has failed to pay the water bill, you can become a customer responsible for the account going forward if you follow the steps described below; or (c) make an alternative payment arrangement as set forth below.

Tenant Occupants (applicable only to residential tenants):
To avoid the loss of water service as a tenant, you must contact your landlord, property manager or property owner regarding payment of the water bill.

Also, as a tenant you have a right to become a customer responsible for the account. However, if you do this you will become responsible for all future billings for the water used at this property. If you meet our requirements to become a new customer and agree to comply with our rules and regulations, which may include the payment of a deposit, the water service will be continued without requiring you to pay the current outstanding balance.

Please call our customer service representative at (562) 942-2000 to learn how to continue water service at your address, receive an estimated monthly cost of water service and obtain our office address, where you can speak to a customer service representative in person.

Requesting Extension or Alternative Payment Arrangement:
As a consumer, you have the right to request alternative payment arrangements regarding the current account balance, which will be granted at our discretion. To qualify for alternative payment arrangements, you must provide proof of meeting all three of the following requirements prior to the Turn-Off Date:

(1) Health Conditions – you must provide certification from a primary care provider that discontinuation of water service would be life-threatening to, or pose a serious threat to the health and safety of, any person who lives at the property;

(2) Financial Inability – you must demonstrate you are financially unable to pay by: (a) presenting a document that shows any member of your household is a current recipient of one of the following benefits: CalWORKS, CalFresh, general assistance, MediCal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (b) declaring that your household’s annual income is less than 200% of the federal poverty level; and
(3) **Alternative Payment Arrangements** – you must indicate your willingness to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment.

Documentation must be submitted to our office. To allow sufficient time for processing requests for alternative payments, you should return all required documentation as soon as possible.

Upon timely receipt of proof of qualification and after confirmation thereof, we will contact you within seven (7) calendar days to request any necessary additional information or to notify you of the alternative payment arrangement, and corresponding terms, for which you are selected to participate. Possible alternative payment arrangements that we may select, in our sole discretion, include: (1) amortization of the unpaid balance; (2) alternative payment schedules; (3) partial or full reduction of unpaid balance; or (4) temporary deferral of payment.

**Bill Review and Appeal Process:**

If no prior appeal or request for review of the bill to which this notice relate has been made, you may request an appeal or review of the bill if you allege the bill is in error with respect to the quantity of water consumption set forth on that bill. Appeals and requests for review must be in writing and must include documentation supporting the appeal or reason for review. All appeals or requests for review must be delivered to our office within five (5) business days of the date of this notice.

Upon receipt of an appeal or request for review, our General Manager or his or her designee will render a decision as to the accuracy of the water charges and provide you with a written summary of the decision. If charges are found to be incorrect, a corrected invoice will be issued and payment of revised charges will be due within ten (10) calendar days of the revised invoice date. Charges determined to be correct are due and payable five (5) business days after the General Manager’s or designee’s decision is rendered. You may appeal that decision to our Board of Directors. To file an appeal before the Board of Directors, you must file such appeal in writing and deliver it to our office within seven (7) calendar days after the General Manager’s or designee’s initial decision is rendered. This subsequent appeal will be heard at the next regular meeting of the Board of Directors, unless a later date is agreed upon.

A hard-copy of our Policy on Discontinuation of Residential Water Service for Non-Payment is available upon request. It is also available electronically at www.Pico-Rivera.org.
FINAL NOTICE OF SERVICE PAYMENT DELINQUENCY AND IMPENDING DISCONTINUATION
WATER SERVICE TO BE TURNED OFF
5-Business Day Notification

Date of Notice _____________________________
Date of Turn-Off ___________________________
Customer Name: ___________________________
Address of Impending Service Termination
_______________________________________
_______________________________________

Water service to this address is scheduled to be discontinued in five (5) business days for one of the following reasons:

(a) Customer has failed 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; or

(b) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer has failed to pay his or her current residential service charges for 60 days or more.

Tenant Occupants (applicable only to residential tenants):
To avoid the loss of water service as a tenant, you must contact your landlord, property manager or property owner regarding the above referenced delinquencies.

Also, as a tenant you have a right to become a customer responsible for the account. However, if you do this you will become responsible for all future billings for the water used at this property. If you meet our requirements to become a new customer and agree to comply with our rules and regulations, which may include the payment of a deposit, the water service will be continued without requiring you to pay the current outstanding balance.

Please call our customer service representative at (562) 942-2000 to learn how to continue water service at your address, receive an estimated monthly cost of water service and obtain the office address where you can speak to a customer service representative in person.
Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed $1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system’s policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community
water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multifamily structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill’s provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill’s provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:
(a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
(b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
(c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
(d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
(e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
(f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained
in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:
(a) "Board" means the State Water Resources Control Board.
(b) "Public water system" has the same meaning as defined in Section 116275.
(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.
(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.
(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.
(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.
(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:
(1) A plan for deferred or reduced payments.
(2) Alternative payment schedules.
(3) A formal mechanism for a customer to contest or appeal a bill.
(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.
(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.
(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585
and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system’s policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential 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 urban and community water system 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 of the residence to which the residential service is provided. If the customer’s address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to “Occupant.” 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 service.

(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 service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system 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 urban and community water system 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 service for nonpayment and the urban and community water system’s policy for discontinuation of residential service for nonpayment.
(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

1. The customer, or a tenant of the customer, submits to the urban and community water system 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 service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

2. The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system'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.

3. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
(A) 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.

(B) 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 service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars ($50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars ($150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system 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.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system 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.

(c) The urban and community water system is not required to 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 urban and community water system’s rules and tariffs. 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 urban and community water system, or if there is a physical means
legally available to the urban and community water system of selectively
terminating service to those residential occupants who have not met the
requirements of the urban and community water system’s rules and tariffs,
the urban and community water system shall make service available to those
residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing
credit with the urban and community water system, residence and proof of
prompt payment of rent or other credit obligation acceptable to the urban
and community water system for that period of time is a satisfactory
equivalent.

(e) Any residential occupant who becomes a customer of the urban and
community water system pursuant to this section whose periodic payments,
such as rental payments, include charges for residential water service, where
those charges are not separately stated, may deduct from the periodic
payment each payment period all reasonable charges paid to the urban and
community water system for those services during the preceding payment
period.

(i) In the case of a detached single-family dwelling, the urban and
community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed
termination.

(2) In order for the amount due on the delinquent account to be waived,
require an occupant who becomes a customer to verify that the delinquent
account customer of record is or was the landlord, manager, or agent of the
dwelling. Verification may include, but is not limited to, a lease or rental
agreement, rent receipts, a government document indicating that the occupant
is renting the property, or information disclosed pursuant to Section 1962
of the Civil Code.

116918. An urban and community water system shall report the number
of annual discontinuations of residential service for inability to pay on the
urban and community water system’s Internet Web site, if an Internet Web
site exists, and to the board. The board shall post on its Internet Web site
the information reported.

116920. (a) The Attorney General, at the request of the board or upon
his or her own motion, may bring an action in state court to restrain by
temporary or permanent injunction the use of any method, act, or practice
declared in this chapter to be unlawful.
(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system’s service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.
To: Mayor and City Council

From: City Manager

Meeting Date: January 28, 2020

Subject: PLANNING COMMISSION APPOINTMENT

Recommendation:

1. Approve a resolution approving Councilmember Dr. Sanchez’ appointment to the Planning Commission.

Fiscal Impact: There is no fiscal impact.

Discussion:

Upon Councilmember Dr. Sanchez’ recent election to the City Council to fill the unexpired term of former Councilmember Archuleta who was elected to the State Senate, the City Council is being asked to consider Councilmember Dr. Sanchez’ appointment to the Planning Commission. Councilmember Dr. Sanchez would like to re-appoint current Planning Commissioner Esther Celiz who was appointed by former Councilmember Archuleta and has remained on the Planning Commission until the newly elected Council Member could make their appointment. Ms. Celiz has an application on file with the City Clerk’s Office and is a resident of the City of Pico Rivera. Her term will expire in December 2020 when all Planning and Parks and Recreation Commissions’ terms expire. Dr. Sanchez’ appointment to the Parks and Recreation Commission is forthcoming.

It is recommended that the City Council approve the resolution appointing the proposed commissioner to the aforementioned Commission.

Steve Carmona

SC:AJ

Enclosure: 1) Planning Commission Resolution
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTOR: ESTHER CELIZ TO THE PLANNING COMMISSION FOR ONE YEAR TERM SAID TO EXPIRE DECEMBER 2020

WHEREAS, Section 2.44.010 of the Pico Rivera Municipal Code creates the Planning Commission; and

WHEREAS, Section 2.44.020 of said code provides for the appointment of a Planning Commission of five members who shall be qualified electors of the City; and

WHEREAS, City Council Ordinance No. 1014 provides for the appointment of Planning Commissioners for specified terms; and

WHEREAS, Councilmember Dr. Monica Sanchez has recommended the reappointment of Esther Celiz to the Planning Commission; and

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

SECTION 1. That the following individual is hereby appointed to the Planning Commission: Esther Celiz.

Said term shall commence on January 28, 2020 and expire on December 8, 2020 or at the time a successor is appointed, whichever is later.

SECTION 2. This resolution shall take effect immediately upon passage and approval.

SECTION 3. That the City Clerk shall certify to the adoption and passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this ___28th___ day of January, 2020.

____________________________________
Gustavo V. Camacho, Mayor
RESOLUTION NO. ______
Page 2 of 2

ATTEST: 

APPROVED AS TO FORM: 

Anna M. Jerome, City Clerk 

Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:
To: Mayor and City Council

From: City Manager

Meeting Date: January 28, 2020

Subject: MAYORAL APPOINTMENTS

Recommendation:

1. Confirm the Mayor’s appointments to various Boards, Agencies and Committees.

Fiscal Impact:

There is no fiscal impact associated with the Mayor’s appointments to various Boards, Agencies and Committees.

Discussion:

Each year, following the City Council reorganization meeting, the incoming Mayor is charged with assigning members of the City Council to represent the City Council on various Boards, Agencies, Committees, etc. Once the City Council has confirmed the Mayor’s appointments, staff then notifies the appropriate affected agencies.

The attached list shows the Mayoral appointments and is presented for City Council’s confirmation.

Steve Carmona

SC:AJ

Enclosure: 1) 2020 List of Mayoral appointments
**Mayor’s Appointments 2020**

<table>
<thead>
<tr>
<th>History and Heritage Society</th>
<th>Contact</th>
<th>Delegate/Alternate</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>8655 Holbrook Avenue, Pico Rivera, CA 90660</td>
<td>Celia Galindo 562-948-2408</td>
<td>Salcido &amp; Tercero</td>
<td></td>
</tr>
</tbody>
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<thead>
<tr>
<th>Christmas Baskets Committee</th>
<th>Contact</th>
<th>Delegate/Alternate</th>
<th>Staff</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Tom Perez 562-942-2029</td>
<td>Elias &amp; Tercero</td>
<td>Efrain Lee</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Council Liaison Appointments to Other Jurisdictions</th>
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<tbody>
<tr>
<td><strong>Agency Name</strong></td>
</tr>
<tr>
<td>League of California Cities - Los Angeles Chapter</td>
</tr>
<tr>
<td><em>Los Angeles County City Selection Committee</em></td>
</tr>
<tr>
<td>Pico Rivera Chamber of Commerce</td>
</tr>
<tr>
<td>California Contract Cities Association Exec. Board, 1st Wed. of the month, 6:00 p.m. Director's Board, 3rd Wed. of the month, 6:00 p.m.</td>
</tr>
<tr>
<td>Gateway Cities Council of Governments 1st Wed. of the month, 5:30 p.m.</td>
</tr>
<tr>
<td><em>Sanitation Districts of Los Angeles County</em> 2nd &amp; 4th Wed. of the month, 1:30 p.m.</td>
</tr>
<tr>
<td>Southeast Area Social Services Funding Authority (SASSFA) 4th Thurs. of the month, 12:00 noon</td>
</tr>
<tr>
<td>South East Area Animal Control Authority (SEAACA) 3rd Thurs. of the month, 2:00 p.m.</td>
</tr>
<tr>
<td>Greater Los Angeles County Vector Control District (2-year term)</td>
</tr>
<tr>
<td>Southeast Water Coalition (City of Downey)</td>
</tr>
<tr>
<td>Oversight Board</td>
</tr>
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* Mayor is the required delegate
To: Mayor and City Council  
From: City Attorney  
Meeting Date: January 28, 2020  
Subject: CONSIDERATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT OF STEVEN CARMONA AS CITY MANAGER FOR THE CITY OF PICO RIVERA

Recommendation:

1. Approve the First Amendment to the Employment Agreement No. 19-1886 ("First Amendment") between City Manager Steven Carmona and the City of Pico Rivera.

Background:

On May 28, 2019, the City Council approved an Employment Agreement ("Agreement") hiring Steven Carmona as the City Manager for the City of Pico Rivera. Pursuant to the agreement, the City Council was to conduct a performance evaluation and review the salary with his performance.

On January 14, 2020 the City Council conducted a performance evaluation of the City Manager and provided direction to prepare a First Amendment to Employment Agreement.

Discussion:

The First Amendment as presented provides the following:

- A salary increase to $240,000.00

As required by law, all changes to salary and benefits of high ranking City officials are required to be considered and approved in an open session of the regular City Council meeting.

Respectfully submitted,

Arnold M. Alvarez-Glasman

Enclosure: 1) First Amendment to Employment Agreement
AGREEMENT NO. 19-1886-1

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
STEVEN CARMONA AND THE CITY OF PICO RIVERA

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN STEVEN CARMONA AND THE CITY OF PICO RIVERA (“First Amendment”) is entered into on the 28th day of January, 2020, by and between the CITY OF PICO RIVERA, a Municipal Corporation, hereinafter referred to as “City” and STEVEN CARMONA, hereinafter referred to as “Carmona,” amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT BETWEEN STEVEN CARMONA AND THE CITY OF PICO RIVERA (“Agreement”) effective May 28, 2019. This First Amendment becomes effective January 14, 2020.

I. RECITALS
A. Effective May 28, 2019, City and Carmona entered into an Employment Agreement whereby Carmona was appointed to the position of City Manager and to exercise the powers and duties set forth in Chapter 2.04 of the Pico Rivera Municipal Code.

B. All terms and conditions of employment contained in the Agreement and not specifically amended by this First Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Carmona agree as follows:

II. AMENDMENT TO AGREEMENT

The following Section to the Agreement are amended to read as follows:

(a) Section III of the Agreement is amended as follows:

III. Salary

City agrees to pay Carmona a base salary of $240,000.00 a year. Salary payments shall be made in payroll period installments at the same time as other employees of City are paid.

II. ALL OTHER TERMS AS SET FORTH IN PREVIOUS AGREEMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

This First Amendment integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous understandings.
between the parties. Except as specifically set forth herein, all other terms of the Employment Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Employment Agreement, the terms of this First Amendments shall control.

IN WITNESS WHEREOF, the City of Pico Rivera (CITY) has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Steven Carmona (Carmona) has signed and executed this FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN STEVEN CARMONA AND THE CITY OF PICO RIVERA, in triplicate, the day and year first written above.

STEVEN CARMONA:               CITY OF PICO RIVERA:

Steven Carmona                       Gustavo V. Camacho, Mayor

ATTEST:                               APPROVED AS TO FORM:

Anna M. Jerome, City Clerk             Arnold M. Alvarez-Glasman, City Attorney