



**AGENDA NO: A-6**

**MEETING DATE: February 28, 2017**

**THE FOLLOWING PUBLIC CORRESPONDENCE  
WAS RECEIVED BY THE CITY COUNCIL  
FOLLOWING POSTING OF THE AGENDA**

Dana Swanson

RECEIVED  
City of Morro Bay

**From:** Sean Green [REDACTED]  
**Sent:** Sunday, February 26, 2017 6:06 PM  
**To:** Council; Dave Buckingham; Dana Swanson  
**Subject:** Agenda Item A6 - Private Dumpsters on Public Property

FEB 27 2017

City Clerk

Council and staff,

I'm writing to express my concern with the continued expansion of the unsightly catch-all collection area at the base of the Surf St steps -- a concern that has escalated with Agenda Item A6 in which City staff is recommending what appears to be gift-level lease terms for net-negative use of City property in the form of additional screened-in trash collection areas.

To begin, the two properties in question are privately owned (to my knowledge) and thus presumably responsible for their own trash removal. Comparing the private parcel predicaments of Frankie & Lolas and the Bayfront Inn to City-controlled parcels along the waterfront doesn't feel true nor adequate to justify this unwanted use of City land for very little compensation. That said, if the City feels compelled to allow and manage additional trash facilities on behalf of private owners for only a few bucks a month, sign me up! In all seriousness, it seems that much higher fees should apply here, possibly in the neighborhood of statutory parking-in-lieu fees, as the proposed dumpsters certainly eat up similar square footage to a parking space, and certainly require greater enforcement and maintenance.

Additionally, regarding design, rather than being screened in by yet another rectangle of unsightly chain-link fence, these proposed dumpsters -- and ideally the entire public-facing perimeter of the growing 1196 Front St space -- should be screened with more aesthetically pleasing dock lumber similar to that which screens other dumpsters along the waterfront. In fact, the vertical dock wood design (photo below), if implemented around the dumpsters at their current location, would seem to address the primary complaint of dumpster security that City staff has used to justify its recommendation, without requiring relocation or further development.

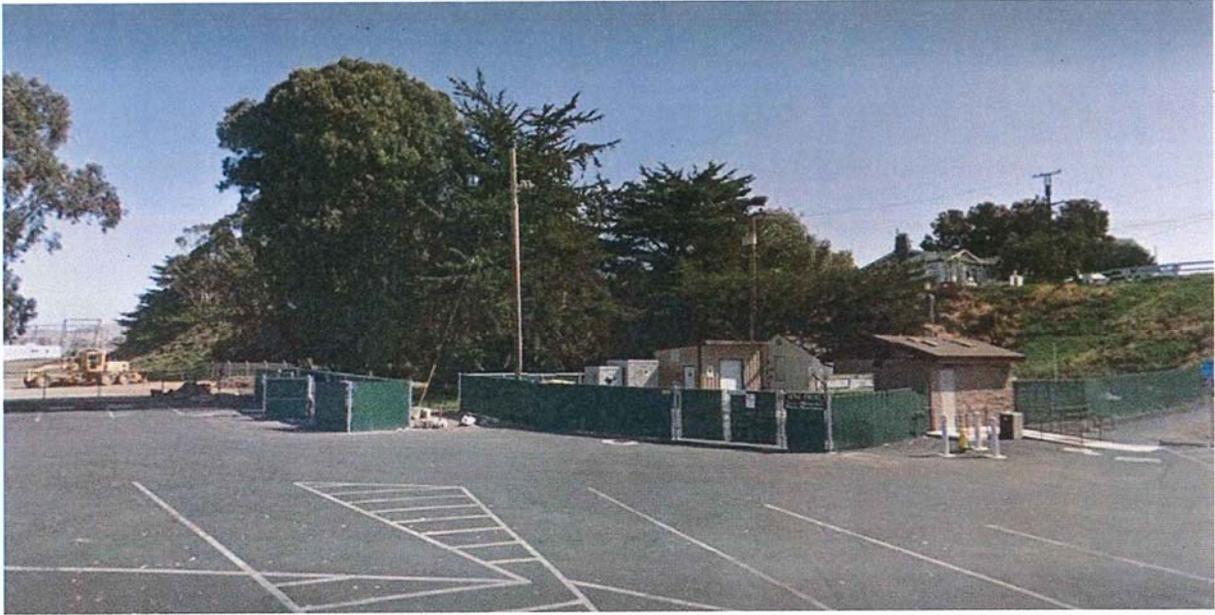
And lastly, regarding the 1196 Front St lot as a whole, I would encourage council and staff to take the opportunity, in the minutes before Tuesday's meeting, to view the parcel from above and below and consider whether or not this collection area should expand beyond its already large footprint. The massive bathroom (for a single user) installed a few years back marks what should be, in this citizen's opinion, the point of maximum westbound expansion. In fact, given the opportunity made available through the acquisition of the spillover lot next door, it seems a reduction of this highly visible footprint might even be possible. Unfortunately, it seems the opposite has taken place in recent years (photos below).

So, in the end, while I take no issue with two local businesses wishing to improve their private fates, nor do I take issue with the City's wish to quiet the complaint hotline, the precedent set through the gifting of sightly public space for unsightly private use without significant financial consideration feels counter to the City's best long-term interests, and I'd encourage all parties to devise a better solution.

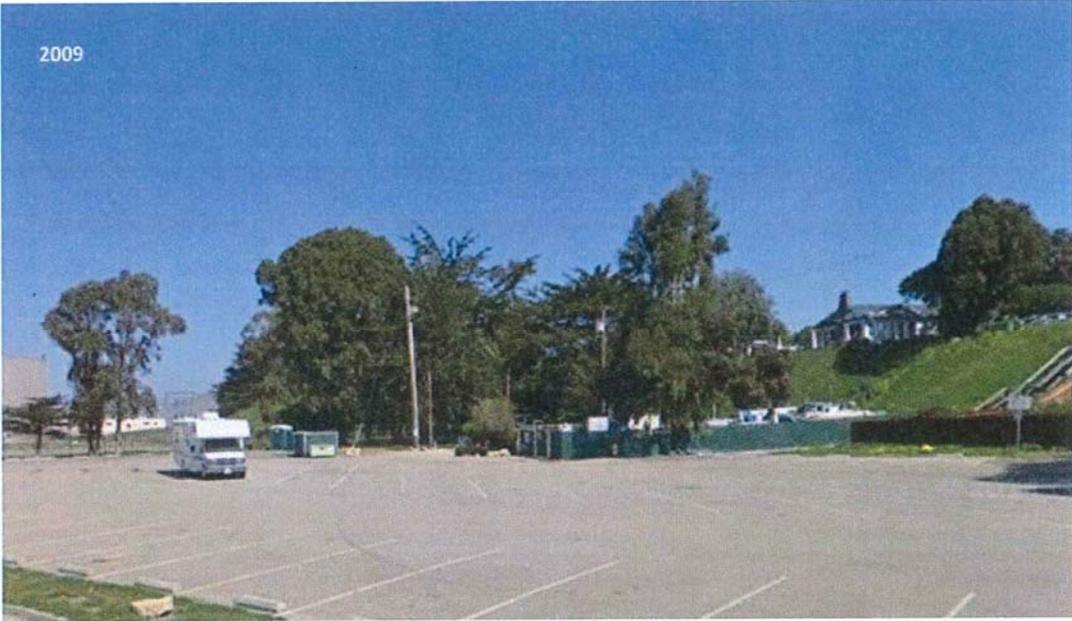
Respectfully,

Sean Green

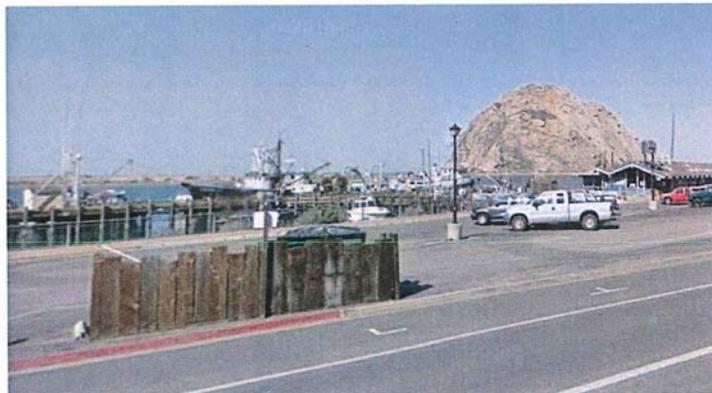
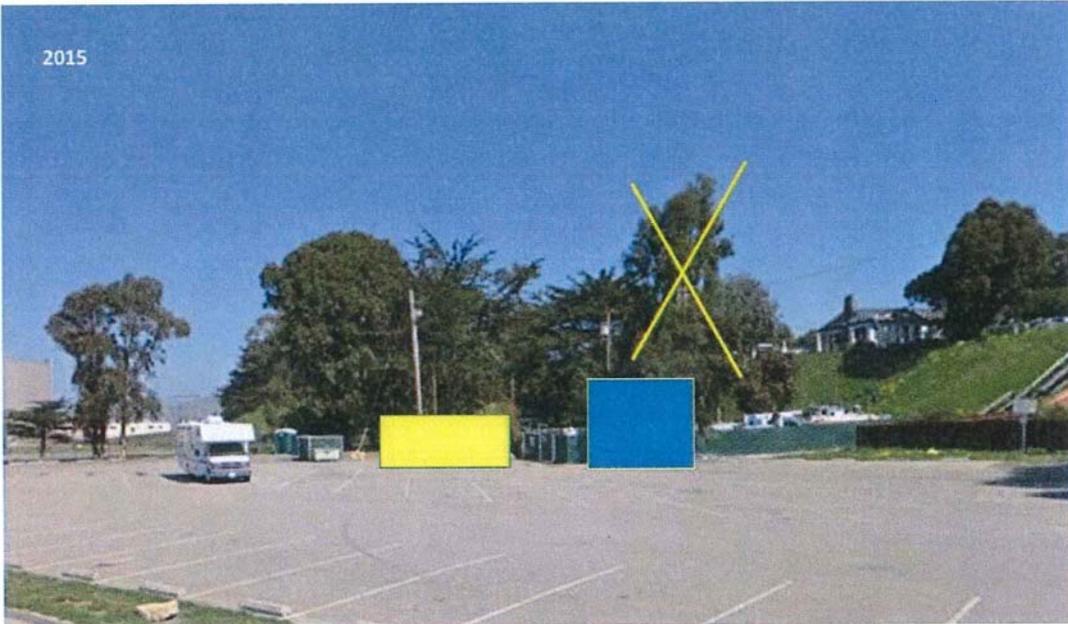
**Alternative Screening Design**



2009



2015





AGENDA NO: C-1

MEETING DATE: February 28, 2017

**THE FOLLOWING PUBLIC CORRESPONDENCE  
WAS RECEIVED BY THE CITY COUNCIL  
FOLLOWING POSTING OF THE AGENDA**

FEB 22 2017

MEMO

City Clerk

**Date:** February 22, 2017

**Subject:** Proposed Amendment 2 to MKN WRF Program Management Contract

**To:** Morro Bay City Council

**From:** Ron Reisner

This memo addresses the proposed Amendment 2 to the Michael K. Nunley & Associates, Inc. (MKN) contract with the City for "Program Management" services relative to the City's Water Reclamation Facility (WRF) project. The scope of the memo includes the original "Agreement for Consultant Services", MKN's first proposed Amendment 2, and MKN's updated Amendment 2. Proposal. The background for this memo includes a prior memo dated January 20, 2017.

The proposed updated Amendment 2 continues in various significant ways to not be in the best interests of the City, and not in the best interests of the tax payers and rate payers who support the City. I offer the following as a concerned Morro Bay tax payer and rate payer. Additionally, I offer the following as a professional consultant who, for the past thirty-six years, has represented the interests of parties involved in construction projects ranging from a few million dollars to tens of millions of dollars

- A. Presently, the Morro Bay Water Reclamation Facility project has no known end-cost or budget, with the exception of an approved site acquisition budget of 2.4 million. Additionally, project consultant's "... estimated fees over the course of the project ..." are projected as 10 to 12 million dollars – which is "soft" money, without overall specification, without performance requirements and measurement criteria, and without budget approval save for the original Program Management consulting budget of \$920,808 (plus a 10% contingency).
- B. Regarding performance requirements and measurement criteria for the consultant in this projected 10 to 12 million dollar consultancy engagement, during the February 21 Council workshop the City's Public Works Director several times stated that performance requirements are represented by the overall project schedule, and performance measurement is achieved by City Staff's periodic review of consultant activities. While the project schedule does, in a general sense, represent the consultant's performance requirements, the key word is general.

The "Program Schedule" worksheet very recently provided by MKN in support of its updated Amendment 2 proposal suggests what is in fact possible in creating a set of performance criteria for this consultant. From long experience with such matters, I understand the Public Works Director's repeated comments that in its early stages, the unknowns of the WRF project made it difficult to define the consultant's performance requirements. However, it is the nature of large and developing construction projects that as time goes on, definition of the project, and hence the Program Manager's performance requirements, become more readily definable. According to current representations by MKN itself, as well as representations of the City's Public Works Director and City Manager, very many of the project's previously unknown elements are now known. This tells me, and hopefully tells the City Council, that there is ample opportunity to identify specific consultant performance requirements. For general information regarding Program Manager performance requirements in large construction projects, see Addendum A attached. As to performance measurement metrics, see the next memo item below.

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FEB 2 2017

- C. Regarding performance measurement metrics for the WRF project's Program Manager, during the February 21 workshop the City Council quite correctly pursued the issue. However, Council appeared to become satisfied with the City Manager's and the Public Works Director's comments that consultant performance was being adequately gauged during Staff's routine interaction with the consultant.

Program Managers have responsibility for project delivery, and they should be measured on the success or failure of that delivery. During the February 21 Council workshop, there was considerable discussion around subjective and objective performance measures. Senior City Staff appeared to take the position that only subjective performance metrics, as opposed to more objective metrics, were possible.

Long experience and vast volumes of literature indicate that objective measure of Program Manager performance is readily achievable, given the will to achieve it. The Program Manager's performance in a \$150 million-plus dollar public project, and the Program Manager's anticipated approximately 4% share of that vast sum, should certainly provide the necessary will.

In my opinion and experience, the goal of Program Manager performance metrics are to make those metrics as objective as possible. Additionally, to ignore objective metrics in measuring Program Manager performance makes no sense. If the City does not have the skill set necessary to create an objective Program Manager performance evaluation program, there are any number of specialized professionals to do so. Immediately creating such a performance evaluation program, one that can be adapted to the project as it develops, would be a wise investment.

**See Addendum A attached relative to Program Manager Performance Criteria**

- D. The most recent MKN quarterly report is difficult, if not impossible, to reconcile with the current City Council approved City budget.
- E. According to the current Staff Report for MKN's Amendment 2, the Amendment uses FY 2016/2017 budget numbers approved by the City Council to justify Amendment 2. However, the Staff Report provides no analysis of consultant performance for tax and/or rate payer monies spent to date, provides no reference to a specific scope of work or to consultant performance requirements for work proposed under Amendment 2 for the balance of FY 2016/2017. Further, with the exception of work recently described by MKN for newly defined Task 104, and work proposed for newly added Task 302B, the proposed Amendment 2 work items remain very generally described, although general bullet item descriptions of proposed work have been added for various Tasks (Task 103, 106, 107 108 202, 203, 206, etc.).

Clearly, if MKN was able to provide detailed descriptions for Task 104 and Task 302B, MKN can provide the same level of detail for all project tasks. Additionally, even though some City Staff may understand the scope of a particular Task, the public paying for the project likely does not, and requires a detailed Task description. Also, the more complete the Task description, the more readily Program Manager performance can be evaluated.

- F. MKN's proposed contract Amendment 2 states it is for, "Program Management support" for eleven bullet items, and asks for \$1,262,794 in addition to the initial \$920,808. However, the

proposed contract Amendment 2 does not appear to detail what portion of the \$1,262,794 will be charged by MKN for its “support” of each of the eleven bullet item activities.

- G. Attachment 1 from MKN in support of the proposed Amendment 2 states in part under “Detailed Work Program”, “*It is assumed future authorizations will address the remainder of the program*”. This language from MKN is in italics, indicating its emphasis on the part of the consultant, and clearly indicates the open-ended nature of this consultant’s engagement expectations. Open ended consultant engagements are not in the best interests of the City, the City’s tax payers, or the City’s rate payers.

It is significant to point out that in Section 2. of the “Agreement for Consultant Services” (Agreement), the City committed to the following language: “Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A; **provided that the parties understand and agree one or more amendments to this Agreement will be required after the reviews described in Subsection 3.(b). below, and before Consultant is authorized to proceed with additional services under Task Groups 100-300 or any portions of Task Groups 400-1100.** (emphasis added)

In other words, the City initially contracted with MKN for approximately \$1 million dollars knowing that MKN would not continue unless one or more Amendments would be agreed to. At this stage of the project, it is imperative that the City know in advance how much money the consultant expects to be paid for what specific work, over what specific calendar schedule.

- H. The “. . . review once every twelve months . . .” as described in paragraph 3.(b) of the “Agreement for Consultant Services”, and which is stated as a precursor element in paragraph 2. of that Agreement, does of course relate to project scope and budgetary estimates, as pointed out by the City Manager during the February 21 Council workshop. However, scope and budget review only once every twelve months for a project of this magnitude is much too infrequent, and begs for unwelcome surprises.

Additionally, Section 3. of the Agreement, labeled “Performance”, does not in any way address performance on the part of the consultant (refer to memo item B. and C. above). This is a major shortcoming of the original Agreement. Contrary to comments made during the February 21 workshop, there is no reason not to modify language of the original Agreement while negotiating Addendum 2, or any subsequent Addendum for that matter. I find no language in the Agreement preventing the City from modifying its language. Section 20. of the Agreement, labelled “Entire Agreement”, clearly relates to, “All prior or contemporaneous agreements, understandings, representations . . .” – the key word being “prior”. What I said during public comment of the January 20 City Council meeting about “the gold rules” relative to MKN’s proposed Amendment 2, is true for the original Agreement as well.

- I. Paragraph 5.(d) of the Agreement inadequately defines, “. . . sufficient detail . . .” as it relates to the information provided in invoices submitted by the consultant. While, “. . . the status of each task . . .” is referred to, the consultant does not offer to provide with each invoice a breakdown of charges by: specific task description; who specifically performed the work; how much time (to the tenth of the hour) was charged to each specific task by each person or entity performing that task; or the specifics of provided information that would allow the City to clearly understand and track the status of each task.

In its February 8, 2017 cover letter to its updated Addendum 2 proposal, MKN makes mention of having no objection to making three information modifications to its invoices. However, it is not clear from those three bullet items that the “Detailed hours, fees, and charges for each task by date” would include the identity of the “staff” doing the work. By “staff” I mean the identity of each individual performing the work, as opposed to the identity only of subconsultant entities, as is suggested in the summary table attached to MKN’s cover letter.

- J. Certainly the consultant should maintain the records referred to in paragraph 8.(a). However, as written, the onus is on the City to go to the consultant to access the data. That data should be provided by the consultant with each and every invoice, annotated to the specific tasks listed in that invoice.
- K. Paragraph 8.(b) is ambiguous relative to “. . . full payment by City for services . . .”, as it relates to consultant’s work product becoming the sole property of the City. Does full payment mean at the end of the contract, or incrementally as consultant invoices are paid? Clearly, work product should become the property of the City incrementally as invoices are paid. Also, a provision in this regard is required in the event of partial payment of a given invoice – work product partially paid for becomes the sole property of the City at the time of payment. As previously stated, this brings me back to the need for each and every invoice to be very specific as to the tasks included in that invoice, and for each task within an invoice to be sub-totaled.
- L. Some job descriptions in the hourly rate Attachment to Amendment 2 do not correspond to the job descriptions in the second Attachment (a spreadsheet) to Amendment 2.
- M. This is a public-sector project. **The consultant’s overhead burden and margin should be disclosed for each job description embedded in any consultant’s contract, as they should be for any subcontractors engaged or included under the consultant’s contract.** While the consultant provided a, “2017 Fee Schedule for Professional Services” in Attachment 1 to a January 24, 2017 “Meeting Date”, that Fee Schedule does not disclose MKN’s margin for each category of worker. Additionally, the same document notes that MKN charges “Cost + 10%” for, “Subcontracted or Subconsultant Services”. Given that MKN, with its particular expertise and staff, rely very heavily on subcontractors and subconsultants (hundreds of thousands of dollars to date, and millions of dollars projected), what specifically does MKN do to earn that 10%, and is it worth it?
- N. The “Program Schedule” worksheet attached to MKN’s updated Addendum 2 proposal includes “Predecessor” indicators in its “key” at the bottom of the worksheet. However, while the worksheet indicates “Successor” activities, no “Predecessor” activities are noted. To be of full use to the project, critical path worksheets such as this one (which are absolutely necessary) should identify both Successor and Predecessor activities, as they both represent requisite project performance activities and measures. Predecessor activities constitute dependencies – i.e. an activity that must take place in part or whole prior to another activity.
- O. While MKN’s updated Amendment 2 proposal provides some additional information regarding parties conducting the proposed work, it does not list the specific identity of who will perform how much of each of the various Tasks, and at what charge rate. This goes to the issues of project budget, and to transparency.
- P. During the February 21 Council workshop, the City’s Public Works Director several times stated that a time and materials consultancy contract was not only necessary in this case, but to the advantage of the City – which by definition means to the advantage of City tax payers and rate payers. Over may years as a consultant, and hundreds of millions of dollars in projects - it aint’

necessarily so. While it is correct to say that under a time and materials contract the City only pays for what it is billed (presuming the invoiced charges are correct and legitimate), by definition there is no way to predict the budget of a time and materials contract.

It is always to the advantage of the client to aggressively pursue from consultants a complete and accurate scope of work, as well as a defined schedule and a defined budget. To not do so invites uncertain schedules and uncertain budgets, and can lead to abuse.

As previously stated, according to current representations by MKN, as well as representations of the City's Public Works Director and City Manager, very many of the project's previously unknown elements are now known. This indicates to me, and hopefully to the City Council, that significant elements of the Program Manager's activities can be budgeted. This is borne out by the ability of MKN to generate the Task specificity and Task scheduling indicated in the "Program Schedule" attachment to its updated Addendum 2 proposal.

### **General Comments and Questions**

- During the February 21 Council workshop the Public Works Director made reference to a "not to exceed" cost element of MKN's work. The reference in paragraph 5. of the Agreement to this point states, "The amount shall not exceed . . . (\$920,808.00). . .". That same paragraph goes on to state, ". . . unless additional payment is approved . . ." – which brings us to item G. in this memo above. Effectively, there is no not-to-exceed cost element to the existing working relationship between MKN and the City.
- During the February 21 Council workshop, Mr. Rickenbach replied to a question of Councilman Heading that the consultants had developed their own scope of work. This raises questions as to the City's ability to fully understand and anticipate what scope is necessary relative to consultant engagement in this very large and complex project.
- During the February 21 Council workshop, the Public Works Director and the City Manager stated that MKN manages other project consultants and subconsultants, and has delivered their work on time and on budget. However, the Director also stated, in response to Council inquiry, that early on the project was not well defined, and even at this date is a developing work. Further, according to senior City Staff, the only definition of consultant deliverables is the project's master schedule.

These facts beg the question of MKN delivering project elements "on time and on budget". There is no established budget other than the initial not-to-exceed amount for a somewhat amorphous scope of work, so it is not possible for MKN to have delivered "on budget". Further, the schedule referred to as being met by MKN is apparently a schedule created by the consultants. Such may be the nature of Program Management, but what assurance does that City have that the "schedule" is adequately representative of the entire project, is accurate, and is realistically achievable?

- It is strange, and somewhat disturbing, to hear senior Staff so adamantly defend MKN when the City Council is attempting to have a direct dialog with the consultant (i.e. the January 20 City Council meeting, the February 21 City Council workshop, etc.). It would be far better for any direct dialog between Council and the consultant to simply play out undisturbed.
- In what specific waste water projects between \$50 million and \$170 million has MKN taken a major consultancy role? If there are such projects, how specifically did MKN's scope of work and terms compare to that of the Morro Bay contract, and in particular the proposed Amendment 2? Did MKN complete its proposed scope of work for each of those projects to the satisfaction of the client?
- The MKN web site currently advertises for two "Assistant Engineers", and two "Senior Engineers". Does MKN plan to apply that personnel to the Morro Bay WRF project, and if so why, and how?
- The City engaging an experienced, well qualified retired or semi-retired water treatment construction project Program Manager to provide independent oversight consultation to the City might be an excellent investment. If the individual is properly qualified and disposed, there is no question in my mind, on the basis of experience, that they would pay for themselves and then some.
- Finally, I hope the Program Manager is not charging the City for the time generating contract Amendment proposals, or for any time representing (i.e. selling) those proposals to the City. Doing so would be improper.

Thank you,

Ron Reisner  
Morro Bay resident

## **Addendum A Program Manager Performance Criteria**

One large construction project I was involved in incorporated a project manager performance review process based upon assigning point values for critical project elements. The project manager earned a total of 100 points for completing the project. The overall project size was taken into consideration, in that each project element was assigned a particular number of function points - given its nature, magnitude, and/or importance.

If project elements were not completed on time, points were subtracted from the project manager's possible score. For instance, two points for every week the project element was late.

Likewise, if a project element came in over budget, or was delivered with defects, the project manager lost points. For instance, a half a point for each defect found within sixty days of the project element coming on line, or a half a point for each one percent a project element went over budget.

Performance evaluation points were assigned higher or lower point values, depending on which elements of the project were most or least weighted relative to project success (i.e. time, budget and quality). For instance, in the particular project, budget was weighted over speed, and if the project ran over budget on a particular element, the project manager was docked five points for each ten thousand dollars a project element went over budget.

Likewise, if a project element came in under time and/or under budget, the project manager earned bonus points.

During the course of the project, periodic assessment of the project manager's point status was evaluated for each project element, and for overall performance. If assessment of the project management performance was determined to be under-performing, their continuation in the project was at risk, as was their performance compensation.

### **TYPES OF METRICS FOR CONSTRUCTION PROGRAM MANAGER PERFORMANCE**

#### **Resource**

- Cost/budget
- Resource utilization: staff planned, experience levels, laboratories, manufacturing

### Progress

- Development progress
- Test progress
- Incremental capabilities/technical performance
- Milestone completion
- Rate charts
- Productivity

### Technical

- Design stability
- Requirements stability
- Design structure/complexity
- Error margins
- Performance margins

### Progress

- Total earned value--real accomplishment
- Elapsed time--time spent
- Actual cost--funds spend

### Productivity

- Cost performance index--efficiency in use of funds
- To complete CPI--efficiency needed to meet budget at project end
- Trends in cost, schedule, and efficiency

### Completion Activity

- Quality gate task status - planned/completed efforts this month
- Quality gates passed - actual and planned passing of quality checks since project start

### Change

- Percent change to product baseline per month - measures evolving product baseline and stability

### Staff

- Percent voluntary staff turnover – impact to team
- Percent overtime - stress and burnout

### Risk

- Risk impact and reduction - risks faced, resolved, reduced
- Risk liability--remaining risk reserve, time and funds
- Anonymous warning--that uneasy feeling or rumor

### Quality

- Defects by activity - quality of workmanship
- Defect removal rate
- Number of project or project element completions per year

- Percentage of cost, schedule, and performance deliveries per year (performance = scope & quality)
- Number of authorized changes to CSP during implementation phase (per project)
- Number of cancellations by phase
- Project manager turnover
- Team turnover within phase
- Number of active projects (taken monthly)
- Number of on-hold projects (taken monthly)
- Number of process exceptions per month (bypass process)
- Number of process changes per year (as approved by PST)

*Source: White & Patton; Metrics and CSFS for Your MOBP Process*

### Examples of Performance Metrics

- Completeness of requirements
- Accuracy of the cost estimate
- Extent of rework
- Number of key milestones completed
- Number of key milestones missed
- Use of the Work Breakdown structure to develop project plans
- Use of the team charter to manage conflicts
- Resource utilization versus the plan
- Expected results and actual results in testing
- Effectiveness of risk response strategies in mitigating risks
- Vendor progress in meeting schedule, cost, and performance
- Extent of requests for information outside of regular communications

### Examples of Stability Metrics

- Effectiveness of scope, schedule, and cost-tracking processes
- Value of cost tools and techniques in managing projects
- Value of scheduling tools and techniques in managing projects
- Effectiveness of contract change management system
- Revisions to subsidiary plans of the overall Project Management Plan in procurement management, cost management, quality management, schedule management, scope management

### Examples of Compliance Metrics

- Product conformance with requirements
- Effort required to use the standard project management information system
- Timeliness of project information
- Customer acceptance of product deliverables
- Extent of tools and templates available to the team
- Extent of changes to the cost baseline
- Number of workarounds required
- Number of conflicts requiring escalation outside the project team
- Applicability of the methodology for the range of projects under way by the organization

### Examples of Capability Metrics

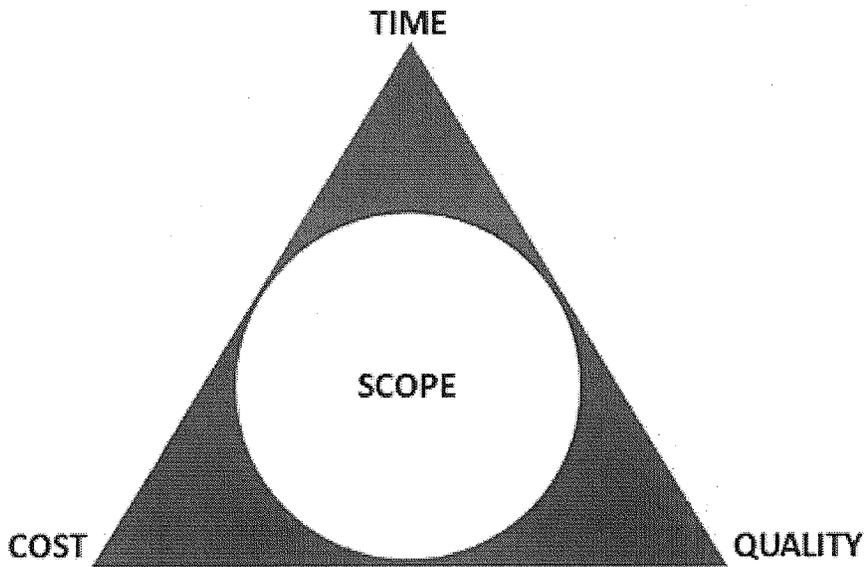
- Use of knowledge, skills, and competency profiles
- Participation in project management career path
- Participation in mentoring programs
- Extent of improvement of project predictability
- Extent to which each team member is an active participant on the team
- Success of projects undertaken by the team
- Status of the team's best practices in project management
- Use of models for schedule, cost, and performance
- Capability and ease of use of the team's integrated systems

### Examples of Improvement Metrics

- Involvement of individual team members in performance improvement initiatives
- Effect of technology in terms of performance improvement
- Optimization of the motivations and viewpoints of the client and the project team
- Benchmarking data within the industry and even outside of the industry

### **The “Iron Triangle” in Program Management**

The version below of the ‘Iron Triangle’ in major construction project program management is basic, and provides commonly used criterion of program management performance evaluation, criterion which take into account project scope, time, cost, and quality.



In this model, ‘time’ refers to the amount of time taken to complete the project, ‘cost’ refers to the amount spent on the project, ‘quality’ refers to the project successfully reliably achieving its functional purpose, and ‘scope’ refers to what must be done to produce the project’s end result. The three elements of time, cost and quality are viewed as the competing constraints of program management successfully realizing scope, and the success of program management and the project’s performance/quality is gauged by how successfully program management operates while functioning within these constraints.



**AGENDA NO: C-3**

**MEETING DATE: February 28, 2017**

**THE FOLLOWING PUBLIC CORRESPONDENCE  
WAS RECEIVED BY THE CITY COUNCIL  
FOLLOWING POSTING OF THE AGENDA**

**Dana Swanson**

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**From:** Rosalie Valvo [REDACTED]  
**Sent:** Friday, February 24, 2017 3:04 PM  
**To:** Council  
**Subject:** Agenda Item C-3 By The Sea Productions

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City of Morro Bay

FEB 27 2017

City Clerk

I don't fully understand the workings of government, but I am really surprised by the fee being asked of By The Sea Productions. It is not a for-profit group, but an entertainment service to the community and a source of scholarships. A full fee of \$5700 seems arbitrary and usurious. I beg you to offer them a waiver, or, if the fee is truly necessary, the reduced amount. Not to mention a big Welcome! to the community.

Rosalie Valvo  
Morro Bay Resident

**Dana Swanson**

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**From:** Roger [REDACTED]  
**Sent:** Monday, February 27, 2017 8:56 AM  
**To:** Council  
**Subject:** Item C-3 on 2-28-17 C. C. agenda...

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City of Morro Bay  
FEB 27 2017

City Clerk

Greetings to each of you. I am writing this to request that you reconsider Staff's recommendation to charge By The Sea Productions a \$5700 fee for a Special-Use Permit to re-locate their theatrical ventures to a private church here in Morro Bay.

For what would appear to me to be a relatively simple clerical exercise requiring little, if any, extra work by our staff, is it really necessary for the City to levy such an onerous amount of money in the form of a fee? It might even behoove you, for the sake of us all, to ask Staff to explain the need to do so.

By The Sea Productions is finally bringing live-theater to our community for the enjoyment of tourist & citizen alike...an opportunity to enrich Morro Bay's cultural well being. We should be welcoming and encouraging such activities, not seeking means to add to their already high costs to do so.

I suggest and urge you, please, to grant By The Sea Productions a one year fee waiver to determine what benefits to our community their activities generate...benefits can often be measured by more than just the money they bring in to the City's coffers. And at the end of a year's time, if there is a noticeable benefit, then the necessity for a fee is moot; but if not, then you have the choice to confront the issue at a later date.

Respectfully...

Roger Ewing

**Dana Swanson**

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**From:** B. Doerr [REDACTED] >  
**Sent:** Monday, February 27, 2017 12:27 PM  
**To:** Jamie Irons; John Headding; Matt Makowetski; Dana Swanson; Dave Buckingham  
**Subject:** Agenda Item C-3 By The Sea Productions-Please Eliminate City Fees

Good Afternoon.

Please do not charge "By The Sea Productions" any City fees. They are only an asset to the community and the City government.

Since tourists visiting Morro Bay will benefit from these performances, may come to Morro Bay just to see them (if a fee must be charged), why not get the \$,5,700. from the TOT (Transient Occupancy Tax) charged at hotels.

Thank you for considering our comments. Please share our comments with all members of the Council.

Thank you,

Barbara & Bob Doerr

Morro Bay Residents