



AGENDA NO: C-2

MEETING DATE: December 10, 2019

**AGENDA CORRESPONDENCE
RECEIVED BY THE CITY COUNCIL
FOLLOWING POSTING OF THE AGENDA IS ATTACHED
FOR PUBLIC REVIEW PRIOR TO THE MEETING**

Dana Swanson

From: [REDACTED]
Sent: Sunday, December 08, 2019 10:45 PM
To: Council
Subject: Emergency Ordinance for eviction prevention

Honorable Council Members:

I understand that at your meeting on December 10, 2019, you will be discussing the possibility of passing an emergency ordinance to prevent evictions that are occurring due to the anticipation of SB1482 taking affect on January 1, 2020. I strongly encourage to pass this much-needed ordinance for it seems that quite a few greedy landlords have taken advantage of that particular loophole in the bill and we have already seen eviction notices all around the county, without just cause.

We were very pleased down here in Grover Beach when the Council passed such an ordinance, and then San Luis Obispo also. It is really good news that your community is quickly addressing this issue as well.

Thank you,

Cathryn Sells
Grover Beach

[REDACTED]



AGENDA NO: C-4

MEETING DATE: December 10, 2019

**AGENDA CORRESPONDENCE
RECEIVED BY THE CITY COUNCIL
FOLLOWING POSTING OF THE AGENDA IS ATTACHED
FOR PUBLIC REVIEW PRIOR TO THE MEETING**

Dana Swanson

From: Mark Low [REDACTED]
Sent: Friday, December 06, 2019 1:00 PM
To: Dana Swanson
Cc: Scott Collins; Jennifer Callaway; citizensforaffordableliving; Council
Subject: Re: multiplied by six (6) nine (9). / Why is that?

Ms. Swanson et al.,

I will appreciate this complete "thread" (including [this](#) portion) being posted on the meeting correspondence link, please.

Thank you.

Mark Low
Steadfast Concerned Citizen

From: "Dana Swanson" <dswanson@morrobayca.gov>
To: "Mark Low" [REDACTED], "scollins" <scollins@morrobayca.gov>, "jcallaway" <jcallaway@morrobayca.gov>
Cc: "citizensforaffordableliving" <citizensforaffordableliving@gmail.com>, "council" <council@morrobayca.gov>
Sent: Friday, December 6, 2019 12:22:29 PM
Subject: RE: multiplied by six (6) nine (9). / Why is that?

Mr. Low,

I'm happy to include your email as agenda correspondence as you've requested; however, I wanted to note the reference to six (6) months was stricken in Section 4.1 from the contract, as shown below, to illustrate the additional three months of severance pay noted in the staff report.

“4.1 Severance Pay. In the event EMPLOYEE is terminated without cause and EMPLOYEE does not challenge such termination, including but not limited to, by means of appeal or civil or administrative claim or liberty hearing, then CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE’s monthly base salary then in effect multiplied by ~~six (6)~~ *nine (9)*. The severance payment shall not include the monetary value of benefits during said time, but salary only. This AGREEMENT does not have a defined term, but in the event this AGREEMENT is construed by a court of law to have a fixed term, notwithstanding any other provision of this Section 4.1, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months).”

Dana Swanson

City Clerk/Human Resources Manager

City of Morro Bay

Phone (805) 772-6205

dswanson@morrobayca.gov

From: Mark Low [REDACTED]
Sent: Friday, December 06, 2019 8:58 AM
To: Dana Swanson <dswanson@morrobayca.gov>; Scott Collins <scollins@morrobayca.gov>; Jennifer Callaway <jcallaway@morrobayca.gov>
Cc: citizensforaffordableliving <citizensforaffordableliving@gmail.com>; Council <council@morrobayca.gov>
Subject: multiplied by six (6) nine (9). / Why is that?

Dear Ms. Swanson et al.,

Would you please add this email and attachment to the meeting correspondence for the December 10, 2019 city council meeting?

<https://www.morro-bay.ca.us/ArchiveCenter/ViewFile/Item/5202>

It appears that there are two multipliers on the table for the city manager's severance:

i) provide EMPLOYEE additional severance pay of three (3) months in the event of termination by the CITY without cause; ii) provide EMPLOYEE an additional \$2,000 annually in deferred compensation; and, iii) provide a stipend of \$75.00 a month for purchase by EMPLOYEE of additional life insurance coverage.

“4.1 Severance Pay. In the event EMPLOYEE is terminated without cause and EMPLOYEE does not challenge such termination, including but not limited to, by means of appeal or civil or administrative claim or liberty hearing, then CITY shall pay to EMPLOYEE severance in an amount equal to EMPLOYEE's monthly base salary then in effect **multiplied by six (6) nine (9)**.”

Why is that?

On another note:

Isn't Ms. Callaway's contract worthy of similar "protection?"

Mark Low

Steadfast Concerned Citizen