

RESOLUTION NO. 2026 – 4148

A RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT WITH TONY WINNEY FOR THE POSITION AS INTERIM CITY MANAGER, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND UPDATING THE CITY'S SALARY SCHEDULE FOR FY25/26 TO REFLECT THE COMPENSATION LEVEL FOR THE INTERIM CITY MANAGER POSITION

WHEREAS, The former city manager's employment contract with the City terminated by its own terms on January 1, 2026; and

WHEREAS, no action was taken by the City Council to extend the former city manager's employment contract; thus, the former city manager's employment with the City terminated on January 1, 2026; and

WHEREAS, the City Council is in the process of engaging a firm to provide recruiting services for the permanent position of City Manager; it is anticipated that the recruitment process will take several months; as a result, the City Council will need to appoint a qualified person to act as Interim City Manager until the successful completion of the recruitment process; and

WHEREAS, appointment of an Interim City Manager is a necessary step to help ensure the smooth and efficient operation of the City; and

WHEREAS, the City Council desires to appoint Tony Winney as the Interim City Manager during the recruitment process; and

WHEREAS, during his time as Interim City Manager, Mr. Winney will assume the full duties and responsibilities of the City Manager position; Mr. Winney is familiar with municipal operations, programs, and projects and has extensive experience in City Management; Mr. Winney would serve in this position temporarily under the terms of the Interim City Manager Employment Agreement attached to the staff report accompanying this Resolution as Attachment B; and

WHEREAS, the City Council desires to approve the employment agreement with Tony Winney for the position as Interim City Manager and authorize the Mayor to sign the agreement; and

WHEREAS, the City Council also desires to update the City's salary schedule for FY2025-26 reflecting the compensation level for the Interim City Manager position to \$215,000.

NOW THEREFORE, the City Council of the City of Lemon Grove does resolve as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Interim City Manager Employment Agreement with Tony Winney is hereby approved.

Section 3. The Mayor is hereby authorized to execute the Interim City Manager Employment Agreement between the City of Lemon Grove and Tony Winney.

Section 4. The City's salary schedule for FY25/26 is hereby updated to reflect the compensation level for the Interim City Manager position to \$215,000.

PASSED AND ADOPTED by the City Council of the City of Lemon Grove, State of California, on January 20, 2026 by the following vote:

AYES: Smith, Altamirano, Mendoza, Heredia, Snow

NOES: None

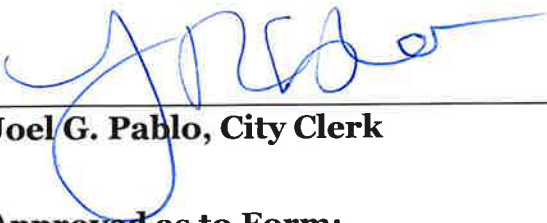
ABSENT: None

ABSTAIN: None



Alysson Snow, Mayor

Attest:



Joel G. Pablo, City Clerk

Approved as to Form:



Kristen Steinke, City Attorney

EXHIBIT 1

(Agreement – Interim City Manager Employment)

**EMPLOYMENT AGREEMENT
FOR POSITION OF
INTERIM CITY MANAGER
City of Lemon Grove**

This Employment Agreement (“Agreement”) is made and entered into this 20th day of January 2026 (“Effective Date”), by and between the City of Lemon Grove, a municipal corporation authorized and existing under the laws of the State of California (“City”) and Tony Winney (“Employee”), an individual, on the following terms and conditions. City and Employee may be collectively referred to herein as the “Parties.”

RECITALS

A. City desires to employ Employee as its Interim City Manager to carry out the duties and responsibilities of City Manager as provided for by the City’s Municipal Code and further detailed in the City’s job description for the City Manager position, in consideration of and subject to the terms, conditions, and compensation set forth in this Agreement.

B. Employee desires to serve as the duly appointed Interim City Manager of the City as provided in this Agreement, and Employee understands that he shall hold the position of Interim City Manager at the will and pleasure of the City Council. Further, he also understands that continued appointment under this Agreement is contingent on the successful completion of all necessary background checks.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. Employee accepts employment with City as its Interim City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. Employee shall provide service at the direction and under the supervision of the City Council. It is the intent of the Parties that Employee, as the Interim City Manager, shall keep the City Council fully apprised of all significant ongoing operations of City. Toward that end, Employee shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of City.

1.2 Term. Employee shall commence the performance of his duties as the Interim City Manager on January 26, 2026 (“Commencement Date”). This Agreement shall expire upon whichever of the following occurs first: (i) six (6) months from the Commencement Date reserving the option to renew for two additional six (6) month terms where both Parties must agree in writing to such renewals; (ii) upon the hiring of a permanent City Manager; or (iii) upon termination of this Agreement by either Employee or City as provided in Section 6 [Termination] of this Agreement.

1.3 At-Will. Employee acknowledges that he is an at-will employee of City who shall serve at the will and pleasure of the City Council at all times during the period of his service hereunder. The terms of City's personnel rules and regulations, rules, policies, regulations, procedures, ordinances, and resolutions (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to Employee, unless otherwise specifically provided in this Agreement or in such Personnel Policies, and nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Employee, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from this position with City, subject only to the provisions set forth in Section 1.2 [Term] or Section 6 [Termination] of this Agreement. This at-will Employment Agreement shall be expressly subject to the rights and obligations of City and Employee, as set forth in Section 1.2 [Term] or Section 6 [Termination] below.

1.4 Duties. Employee shall serve as the Interim City Manager and shall be for the term of this Agreement vested with the powers, duties and responsibilities of the City Manager as set forth in ordinances and resolutions of the City, including without limitation, those set forth in the City Manager job description, incorporated into this Agreement by this reference, the City's Municipal Code and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the Interim City Manager to function as the chief executive officer of the City. Employee shall provide such other services as are customary and appropriate to the position of Interim City Manager. Employee shall devote his best efforts and attention to the performance of these duties.

1.5 Hours of Work. Employee shall devote the time necessary to adequately perform his duties as Interim City Manager. The Parties anticipate that Employee will work approximately forty (40) hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings, attendance at such community events and City functions as the Council may direct. Employee agrees to devote additional time as is necessary for the full and proper performance of the Interim City Manager duties, and that compensation provided in this Agreement includes compensation for performance of all hours worked.

1.6 Other Activity. In accordance with Government Code Section 1126, during the period of his employment, Employee shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with City, that might cause a conflict-of-interest with City, or that otherwise might interfere with the business or operation of City or the satisfactory performance of Employee's duties as Interim City Manager.

2. **Compensation.**

Effective the Commencement Date, for all services performed by Employee as the Interim City Manager under this Agreement, City shall pay Employee compensation at an annualized base salary of two hundred fifteen thousand dollars and zero cents (\$215,000.00), minus any applicable deductions, as may be elected by Employee and as may be required by state, federal, and local law. Employee shall be paid in accordance with the City's established protocols and procedures used for City Employees. Employee shall not be entitled to any portion of the annualized salary for any period of time for which he is not actively employed as the Interim City Manager. Except as may otherwise be required by law, Employee shall not be entitled to any additional compensation or any severance pay upon termination of this Agreement.

3. **Benefits.**

3.1 **Benefit Group.** City will provide Employee benefits consistent with those provided to City at-will management employees, including health, dental, vision, and disability insurance benefits, except as expressly stated herein to the contrary.

3.2 **Vacation.** Employee shall receive one hundred fifty-three (153) hours of paid vacation per year, which Employee shall accrue proportionately for each month of employment subject to the limitations of Council Policy 92-1 adopted by Resolution No. 1422 which limits total accrued vacation time to eight (8) weeks. Vacation days may be converted into cash according to City Policy for all at-will employees.

3.3 **Sick Leave.** Employee shall receive twelve (12) days of sick leave during each calendar year, accruing proportionately for each month of employment. Management employees are entitled to convert sick leave to compensation pursuant to City Council Policy 92-2 adopted by Resolution No. 1422.

3.4 **Holidays.** Employee shall receive paid City holidays in the same manner as other at-will management employees and such hours shall not be deducted from any leave bank.

4. **Retirement Benefits.**

Benefit Formula and Employee Contribution. City intends to maintain its current retirement plan with the State of California's Public Employees Retirement System ("CalPERS") and to include Employee thereunder consistent with relevant state law and shall receive the same CalPERS benefit provided to non-sworn City employees. Nothing in this Agreement is intended to alter Employee's status as an active CalPERS member or to classify Employee as a temporary employee for retirement purposes.

5. Miscellaneous Benefits.

5.1 **Automobile Allowance.** Employee shall use his own personal automobile for official use while employed by City. City will provide Employee with a monthly automobile allowance in the amount of five hundred dollars (\$500). Such allowance is intended to cover the costs of automobile maintenance, gas, oil and automobile insurance. Employee shall be responsible for any and all liability for personal injury, property damage, and for operation, maintenance, and repair of said automobile arising out of Employee's use of said automobile. Employee shall be solely responsible for the payment of all income tax liability, whether federal or state, arising out of Employee's receipt of said automobile allowance.

5.2 **Related Business Equipment.** City shall issue Employee a City-owned cellular phone to be utilized for City business purposes. City shall pay the associated data plan.

5.3 **Life Insurance.** City agrees to provide term life insurance in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) to Employee to be effective within thirty (30) days of the execution of this Agreement.

6. Termination

6.1 **By City.** This Agreement may be terminated by City for any reason or no reason and with or without advance notice. City's only obligation in the event of such termination will be payment to Employee of all compensation then due and owing as set forth in Section 2 [Compensation] up to and including the effective date of termination, and payment of any other cashout of accrued unused leave as required under the law.

6.2 **By Employee.** This Agreement may be terminated by Employee for any reason thirty (30) days after notice in writing to City of such termination. In the event of such termination, City shall pay to Employee all compensation then due and owing as set forth in Section 2 [Compensation] up to and including the effective date of termination, and payment of any other cashout of accrued unused leave as required under the law.

6.3 **Termination Obligations.** Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Employee's employment. Employee's obligations under this paragraph shall survive the termination of his employment and the expiration of this Agreement.

6.4 **No Benefits Upon Termination.** Employee agrees that, except as may otherwise be required by law, he shall be entitled to no benefits upon termination.

7. Proprietary Information. "Proprietary Information" is all information, including confidential attorney/client privileged communications, and any idea pertaining in any manner to the business of City (or any City affiliate), its employees, clients, consultants,

or business associates, which was produced by any employee or consultant of City in the course of his/her employment or otherwise produced or acquired by or on behalf of City. All Proprietary Information not generally known outside of City's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by City, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of City and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of City. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

8. Conflict Of Interest.

8.1 Employee represents and warrants to City that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

8.2 During the term of this Agreement, Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., 1090 and 1125 of the Government Code, and all other similar statutory and administrative rules.

9 General Provisions.

9.1 **Recitals.** The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

9.2 **Vehicle Operation.** Employee shall operate any City or personal vehicle used in connection with the performance of his duties as Interim City Manager in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

9.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or email or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to City at the address below, and/or at the last known address maintained in Employee's personnel file. Employee agrees to notify City in writing of any change in his address during his employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

As to City:
City of Lemon Grove
Attn: Mayor and City Council

3232 Main Street
Lemon Grove, CA 91945

Copy to:

City of Lemon Grove
Attn: City Attorney
3232 Main Street
Lemon Grove, CA 91945

Interim City Manager's Address:

[Address on file]

9.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Gov. Code § 810 et seq.] City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Employee's tenure as Interim City Manager.

9.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9.6 Amendments. This Agreement may not be amended except in a written document signed by Employee, approved by the City Council and signed by City's Mayor.

9.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9.8 Assignment. Employee shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Employee, assign its rights and obligations hereunder.

9.9 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of such provision and remainder of this Agreement shall remain in full force and effect.

9.10 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in San Diego County, State of California.

9.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

9.12 Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel with regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

9.13 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code Sections 53243 - 53244, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes, generally require that certain contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the certain forms of payment, including but not limited to the following: (i) criminal defense costs; (ii) cash settlement payments; and (iii) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

Section 53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

Section 53243.4. "Abuse of office or position" defined.

9.14 Effect of Conviction on Termination. If Employee is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, the following restrictions will apply: (i) any paid leave given to Employee pending an investigation shall be fully reimbursed to City, (ii) any funds expended by City for the legal criminal defense of Employee shall be fully

reimbursed to City, (iii) any cash settlement paid to Employee shall be fully reimbursed. Upon conviction of a covered felony under Government Code sections 7522.72 or 7522.74, Employee may forfeit the benefits in accordance with those sections.

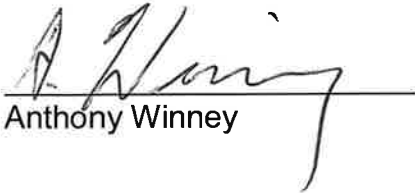
9.15 Execution of Agreement. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.16 Electronic Signature. Each party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

IN WITNESS WHEREOF, City and Employee agree to the foregoing and have directed their authorized representative to execute this Agreement.


INTERIM CITY MANAGER

CITY OF LEMON GROVE


Anthony Winney


Alysson Snow, Mayor

ATTEST:


Joel Pablo, City Clerk

APPROVED AS TO FORM:


Kristen S. Steinke, City Attorney