

CITY MANAGER EMPLOYMENT AGREEMENT

between

the City of Lemon Grove

and

Tony Winney

dated

September 1, 2026

1. Parties and Date

This Agreement is entered into as of September 1, 2026, by and between the **City of Lemon Grove**, California, a municipal corporation ("City"), and **Tony Winney** ("Winney"), an individual ("City Manager"). The City and Winney are sometimes individually referred to as a "Party" and collectively as "Parties."

- A. The City requires the services of a City Manager.
- B. Winney has the necessary education, experience, skills and expertise to serve as the City's City Manager.
- C. The City Council of the City ("City Council") desires to employ Winney to serve as the City Manager.
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Chapter 2.04 of the Lemon Grove Municipal Code ("Lemon Grove Municipal Code").
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

2. Employment

The City hereby employs Winney as its City Manager, and Winney hereby accepts such employment. This contract shall become effective on September 1, 2026, unless rescinded by the City Council or Winney prior to its Effective Date. The Term of this Agreement shall be governed by Section 7.A, below.

3. Commitments and Understandings

A. City Manager's Commitments

(1) Duties & Authority

- (a) City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.
- (b) City Manager shall perform all of the duties of the City Manager as set forth in the Lemon Grove Municipal Code, California State Law, including the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.
- (c) The City Council may also designate City Manager as the chief executive of other City-related legal entities. Such other legal entities could include a redevelopment agency, financing authorities, sanitation district, and joint powers authorities.

- (d) City Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.
- (e) To accomplish this, City Manager shall have the power and shall be required to:
 - (i) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council. City Manager shall receive notice of all regular and special meetings of the City Council.
 - (ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.
 - (iii) Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. City Manager shall endeavor to implement changes that he believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
 - (iv) Recommend to the City Council from time to time, adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
 - (v) Consolidate or combine offices, positions, departments, or units under City Manager's jurisdiction. City Manager may be the head of one or more City departments.
 - (vi) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
 - (vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
 - (viii) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

(2) Hours of Work

- (a) City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of his position. City Manager does not have set hours of work as the City Manager is expected to be available at all times.
- (b) It is recognized that City Manager must devote time to the business of the City outside of the City's customary office hours, and to that end City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. City Manager shall spend sufficient hours on site to perform his duties; however, City Manager has discretion over his work schedule and work location.
- (c) City Manager shall not spend more than 12 hours per month in teaching, consulting, speaking, or other non-City connected business for which compensation is paid without the express prior consent of the City Council.

B. City Commitments

- (1) The City shall provide City Manager with the compensation, incentives and benefits, specified elsewhere in this Agreement.
- (2) The City shall provide City Manager with a private office, administrative assistant, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of City Manager's duties.
- (3) The City shall pay for or provide City Manager reimbursement for all actual business expenses. The City shall provide City Manager a City credit card to charge appropriate and lawful business expenses.
- (4) The City agrees to pay the professional dues and subscriptions on behalf of City Manager which are necessary for his continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for City Manager's continued professional participation and advancement, including but not limited to membership in the International City/County Managers Association (ICMA).
- (5) The City agrees to pay the travel and subsistence expenses of City Manager to pursue official and other functions for the City, and meetings and occasions to continue the professional development of City Manager, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which City Manager serves as a member.

- (6) The City also agrees to pay for the travel and subsistence expenses of City Manager for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of City Manager.
- (7) The City recognizes the desirability of representation in and before local civic and other organizations, and City Manager is authorized to become a member of civic clubs or organizations, for which the City shall pay membership dues.
- (8) Given the importance of technological tools to the effective and efficient business of City government, the City shall provide computer, laptop and/or tablet computer, high-speed internet access, cellular phone, electronic calendar, copy machine and similar devices to City Manager at the City's expense, both at City Manager's office and, with the consent of the City Council, at City Manager's residence.
- (9) The City's commitments under this Section shall be subject to a budget adopted by the City Council, which budget shall consider the principles and requirements of this Agreement.

C. City Council Commitments

- (1) The City Council sets policy for the governance and administration of the City, and it implements its policies through City Manager.
- (2) The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with City Manager and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals.
- (3) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through City Manager or his designee, and neither the City Council nor any member thereof shall give orders to any subordinate of City Manager, either publicly or privately.
- (4) The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of City Manager.
- (5) The City Council agrees that any criticism of a City staff member shall be done privately through City Manager.
- (6) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of City Manager. City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

D. Mutual Commitments

(1) Performance Evaluation

- (a) Annual performance evaluations are an important way for the City Council and City Manager to ensure effective communications about expectations and performance.
- (b) The City Council recognizes that for City Manager to respond to its needs and to grow in the performance of his job, City Manager needs to know how the City Council Members evaluate City Manager's performance.
- (c) To assure that City Manager gets this feedback, the City Council shall conduct an evaluation of City Manager's performance once each calendar year. The City Council and City Manager agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year if necessary. The Parties may use an outside facilitator paid by City funds to assist them in conducting this evaluation, which shall be mutually agreed upon by City Manager and City Council.
- (d) While performance evaluations for the purpose of mid-course corrections may occur several times during the year; the annual evaluation shall occur between November and mid-December of each year.
- (e) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and City Manager. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with City Manager.
- (f) The City Council and City Manager shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the City for the attainment of the City Council's policy objectives, and the City Council and City Manager shall further establish a relative priority among those goals and performance objectives.

(2) ICMA Code of Ethics

- (a) The Parties acknowledge that City Manager is a member of the International City Management Association ("ICMA"). The Parties mutually desire that City Manager be subject to and comply with the ICMA Code of Ethics (Attachment A).
- (b) City Manager commits to comply with the ICMA Code of Ethics.

- (c) The City and the City Council agree that neither the City Council nor any of its members will give City Manager any order, direction, or request that would require City Manager to violate the ICMA Code of Ethics.

4. **COMPENSATION**

The City agrees to provide the following compensation to City Manager during the term of the agreement:

A. Compensation & Required Employer Costs

(1) Base Salary

The annual salary for the position of City Manager shall be \$215,000, effective at the beginning of the first pay period following the Effective Date of this Agreement ("Annual Salary"). Effective July 1, 2027, and each successive July 1 of each year of this Agreement, City Manager shall receive a cost-of-living adjustment equal to the consumer price index (CPI) percentage change for the San Diego Area reported in May, not to exceed three (3) percent, whichever is less.

- (a) City Manager shall be paid at the same intervals and in the same manner as regular City employees.
- (b) Notwithstanding the City's salary table or general City management salary reductions, the annual salary of City Manager shall never be less than the highest salary paid to any City employee (excluding overtime and any incentive compensation).
- (c) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department directors.
- (d) At such time or times effective reduction in base compensation for City employees are reversed or otherwise restored in whole or in part, then the Annual Salary then in effect as provided under Section 4(A)(1) above shall similarly be increased by the same percentage and become the new Annual Salary.
- (e) City Manager shall not realize any increase in salary in years where no salary increases are provided to City staff.

(2) Required Employer Costs

- (a) Federal Insurance Contributions Act (FICA) (if applicable).
- (b) Unemployment Compensation.

- (c) Group health insurance
- (d) Public Employees Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System for retirement benefits and City shall pay the required employer-share of PERS contributions.

- (e) The cost of any fidelity or other bonds required by law for City Manager.
- (f) The cost to defend and indemnify City Manager as provided in Section 7F below.
- (g) Workers Compensation.

B. Basic Benefits

(1) Plan Benefits

City Manager shall be entitled to all benefits, rights, and privileges accorded Executive management employees, and as the same may be increased, but not decreased, from time to time, except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any subsequent updates for Executive management employees that would result in a decrease in compensation or benefits for City Manager then this Agreement shall control. In the event of material modifications to Executive management employee benefits that would negatively affect the benefits of City Manager to a material degree, City Manager and the City Council will reevaluate scope of this provision.

(2) Vacation Leave Allowance

City Manager shall receive one hundred fifty-three (153) hours of paid vacation per year, which City Manager shall accrue proportionately for each month of employment.

Vacation days may be accrued and carried over on a calendar year 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 in accordance with City's policy offered to other Executive management City employees. Upon the termination of employment of City Manager, any remaining vacation days shall be converted into cash and paid to City Manager.

(3) Administrative Leave Allowance

City Manager shall accrue administrative leave at the maximum annual rate applicable to any Executive management City employee.

(4) Sick Leave

City Manager shall be entitled to twelve (12) days of sick leave during each calendar year, accruing proportionately for each month of employment. Total accrued shall be limited in accordance with City policy relating to its Executive management employees. Sick Leave may be converted into cash in accordance with City's policy offered to other Executive management City employees. Upon the termination of employment of City Manager, any remaining sick leave shall be converted into cash and paid to City Manager.

(5) Automobile

City Manager shall be provided a monthly automobile allowance of \$500 in exchange for making a vehicle available for City Manager's own use and for City-related business and/or functions during, before and after normal work hours. City Manager is responsible for all liability for City Manager's personal injury and property damages, and for operation, maintenance, and repair of the automobile arising out of City Manager's use of the automobile. City Manager is also responsible for paying all income tax liability, whether federal or state, arising out of City Manager's receipt of the automobile allowance. City Manager shall submit proof to City of a valid driver's license and insurance for their automobile. City Manager, in making City Manager's personal automobile available for use, is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

(6) Cellular Telephone

City Manager shall be provided with a cellular telephone for business use.

5. SECURITY

A. Pensions

(1) Public Employees Retirement System (PERS)

- (a) City agrees to continue City Manager's enrollment as a classic member of the California Public Employees Retirement System. For the purposes of PERS reporting, the City shall incorporate into the reported base pay as compensation earnable, but only to the extent, if any, that PERS will consider it to be compensation earnable, all payments to City Manager for the following: City will report City Manager's payroll information pursuant to CalPERS regulations..

(2) Deferred Compensation

(a) Section 457 Plan

The City will make, in equal proportionate amounts each pay period, an annual contribution of \$8,000 into a qualified Section 457 Plan from one of the City approved plans as selected by City Manager. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement.

(b) Internal Revenue Code Compliance

All provisions of this Section are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Section shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations, and the inability of the City to effectuate such requirements shall not constitute a breach of this Agreement.

B. Insurance

(1) Medical Insurance

City shall provide City Manager with the same health insurance, flexible benefit plan, dental, long-term disability insurance, and other benefits provided to other management employees. All actions taken by the City Council affecting the benefits of other management employees shall be considered actions affecting benefits of City Manager, and such actions shall be deemed amendments to this Agreement to which City Manager agrees by execution of this Agreement.

(2) Life Insurance

The City will endeavor to obtain a term life insurance policy in the amount of \$250,000 with the premium to be paid by the City. The policy shall be structured, if possible, such that City Manager, at City Manager's own expense, may purchase additional coverage at the same or more favorable rates. In the event that this level of life insurance is not attainable due to City Manager's health condition, age, or other factors beyond the City's control, this benefit shall be obtained at a lesser amount that is attainable.

6. SEPARATION

A. Resignation/Retirement

City Manager may resign at any time and agrees to give the City at least 60 days advance written notice of the effective date of City Manager's resignation, unless the Parties otherwise agree in writing. If City Manager retires from full time public

service with the City, City Manager may provide six months' advance notice. City Manager's actual retirement date will be mutually established.

B. Termination & Removal

- (1) City Manager is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.
- (2) The City Council may remove City Manager at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to City Manager in writing. Termination as used in this section shall also include the actual or constructive elimination of City Manager's position. Any such notice of termination or act constituting termination shall be given only after consideration by the City Council in a duly noticed closed session wherein the City Council may consider whether to (a) take corrective action; (b) renegotiate this Agreement to the Parties' satisfaction; (c) confirm that City Manager is being terminated; or (d) take no action.
- (3) City Manager shall not be removed during the 90-day period preceding or following any City election for membership on the City Council, or during the 90-day period following any change in membership of the City Council, except upon unanimous vote of the City Council.
- (4) Given the at-will nature of the position of City Manager, an important element of the employment agreement pertains to termination. It is in both the City's interest and that of City Manager that any separation of City Manager is done in a professional manner.

C. Severance Pay

- (1) At any time, City may terminate City Manager's employment without Cause (as defined in Section 6.D. below) by providing City Manager 30-days written notice of termination. In the event City Manager is terminated without Cause, City Manager shall be entitled to an amount equal to City Manager's base salary then in effect for six (6) months ("Severance Pay") in exchange for a release and waiver of any and all claims City Manager may have against City and/or its officers or directors, and any other provisions, clauses, terms and/or conditions, deemed appropriate by the City Council and agreed upon by the Parties at the time of the termination of City Manager's employment, under the facts and circumstances of such termination. The Parties shall act with reasonable diligence to execute any separation agreement. The Parties agree that time is of the essence. Thereafter, all of City's obligations under this Agreement shall cease. City may dismiss City Manager as provided in this Section notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of City relating to the employment, discipline, or termination of its employees.

- (2) In addition, the City shall extend to City Manager the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).
- (3) All payments required under Section 6.C are subject to and shall be interpreted to comply with the limitations set forth in Government Code Sections 53260 and 53261.
- (4) The Parties agree that the Severance Pay, if any, and other benefits due upon termination as provided by this Agreement, shall be the only compensation payable to the City Manager and are intended to compensate the City Manager for any damages, which could include, among other losses: the loss of the opportunity to transition employment, the loss of alternate employment opportunities, the loss of income, the loss of opportunities for retraining or further education, the erosion of personal investments and savings, the loss of retirement benefits, physical displacement or the loss of a residence, the loss of insurance and medical benefits, expenses for professional counseling, the loss of standard of living including educational opportunities for children, and potential resultant emotional distress to City Manager and City Manager's family.
- (5) In the event City Manager voluntarily resigns their position with the City, then the City Manager shall not be entitled to Severance Pay but will receive all pay and benefits that have already accrued as is typically paid out to other City employees upon resignation and as required by law as is also applicable for other executive city management employees.

D. Separation for Cause

- (1) Notwithstanding the provisions of Section 6.C above, City Manager may be terminated for cause. As used in this section, "cause" shall mean only one or more the following:
 - (a) Conviction of, or no contest plea to, a felony;
 - (b) Conviction of, or no contest plea to, any illegal act involving moral turpitude or personal gain;
 - (c) Conviction of, or no contest plea to, any act constituting a knowing and intentional violation of the City's conflict of interest code;
 - (d) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the City Manager's duties; or
 - (e) Failure or refusal to carry out lawful duties assigned to the City Manager.
- (2) In the event the City terminates City Manager for cause, then the City may terminate this Agreement immediately, and City Manager shall be entitled to only the compensation accrued up to the date of termination, payments

required by Section 4.B, and such other termination benefits and payments as may be required by law. City Manager shall not be entitled to the Severance Pay or other severance benefits provided for in Section 6.C above.

E. Disability, death or inability to perform

- (1) In the event City Manager becomes mentally or physically incapable of performing his functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate City Manager. If the City Council does elect to terminate City Manager due to incapacity, City Manager shall receive the Severance and severance benefits provided in Section 6.C so long as he complies with the requirements of that section.
- (2) In the event City Manager dies while employed by the City under this Agreement, City Manager's beneficiaries or those entitled to City Manager's estate, shall be entitled to City Manager's pay and benefits that have already accrued as is typically paid out to other City employees upon separating from employment and as required by law.

7. MISCELLANEOUS PROVISIONS

A. Term

(1) Initial Term

The Initial Term shall be for a period of 36 months commencing on the Effective Date and continuing until September 1, 2029, (the initial "Termination Date").

(2) Subsequent Terms

This Agreement shall automatically terminate on September 1, 2029 as provided herein unless extended in writing by mutual agreement of the Parties. The City must give City Manager written notice of non-renewal at least six (6) calendar months prior to the initial Termination Date or any succeeding Termination Date.

B. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive City Manager's termination of employment with the City, including but not limited to Sections 6 and 7.F. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

C. Amendments

This Agreement may be amended at any time by mutual agreement of the City and City Manager. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

D. Conflict of Interest

- (1) City Manager shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.
- (2) City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to City Manager's City employment.
- (3) City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

E. Abuse of Office.

- (1) Any payment Officer may receive as paid leave pending an administrative investigation, as funds for the legal criminal defense of Officer, or as any cash settlement related to the termination of Officer or the Severance Pay shall be fully reimbursed to the City if Officer is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:
 - (2) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - (3) A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
 - (4) Nothing in this Section entitles Officer to any of the above listed payments. This Section shall be interpreted to comply with the requirements set forth in Government Code Sections 52343-52343.4.

F. Indemnification

- (1) To the full extent of the law the City shall defend and indemnify City Manager, in their capacity as City Manager, and as the chief executive officer of other City related legal entities as provided herein, against and for all losses sustained by City Manager in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of

City Manager's employment save and except for those losses sustained as a result of the gross negligence of City Manager.

- (a) The City shall defend, save harmless and indemnify City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of City Manager's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
 - (b) Whenever City Manager shall be sued for damages arising out of the performance of City Manager's duties, the City shall provide defense counsel for City Manager in such suit and indemnify City Manager from any judgment rendered against City Manager; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in City Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that City Manager may have under the law.
- (2) The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City Manager, while acting within the scope of City Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by City Manager.
 - (3) In the event that City Manager shall serve as the chief executive of other City-related legal entities then each provision of this Section shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between City Manager and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City-related legal entity, and shall indemnify and hold City Manager harmless against any failure or refusal by City-related legal entity to perform its obligations under this Section.

G. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

H. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in San Diego County, California.

I. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

J. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which the City Manager or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

(1) If to the City:

Mayor
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

(2) If to City Manager:

[ADDRESS ON FILE]

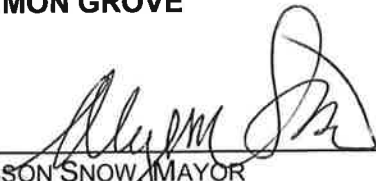
8. Execution

The Parties have signed this Agreement as of the date first written above.

[SIGNATURES APPEAR ON NEXT PAGE]

"City"

CITY OF LEMON GROVE

By: 
ALYSSON SNOW, MAYOR

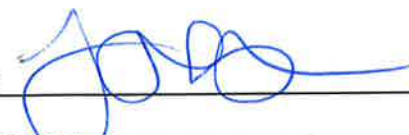
"City Manager"

Tony Winney

By: 
TONY WINNEY

ATTEST:

JOEL PABLO, CITY CLERK

By: 

APPROVED AS TO FORM:

KRISTEN STEINKE, CITY ATTORNEY

By: 