

**RESOLUTION 99-28**

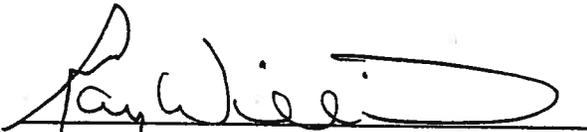
**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN  
AGREEMENT WITH THE CITY ADMINISTRATOR**

**WHEREAS**, it appears that an employment agreement between the Town of Spring Hill and the City Administrator would be beneficial to both parties; and

**WHEREAS**, the City Attorney has prepared such an agreement and has been reviewed by the Mayor and the Board of Aldermen and found to be satisfactory

**NOW THEREFORE**, Be It Resolved by the Board of Mayor and Aldermen of the Town of Spring Hill, Tennessee, that the Mayor is hereby authorized to sign the agreement with the City Administrator, said agreement attached hereto and made a part of this resolution.

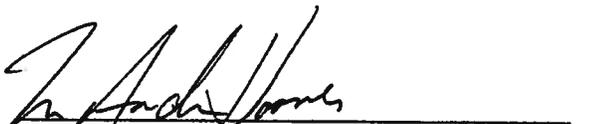
Passed and adopted by the Board of Mayor and Aldermen of the Town of Spring Hill, Tennessee on this 19<sup>th</sup> day of July, 1999.

  
RAY WILLIAMS, MAYOR

ATTEST:

  
JUNE QUIRK, CITY RECORDER

LEGAL FORM APPROVED:

  
M. ANDREW HOOVER, ATTORNEY

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made, effective the 20<sup>th</sup> day of July, 1999, by and between The Town of Spring Hill, a municipal corporation duly organized and existing under the laws of the State of Tennessee, hereinafter referred to as "Employer" and Kenneth C. York, hereinafter referred to as "Employee".

### **SECTION ONE – EMPLOYMENT**

A. Employer hereby employs, engages, and hires Employee to serve as City Administrator for the Employer pursuant to the Charter and Ordinances of the Town of Spring Hill, Tennessee. The Employee hereby accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of Employer, acting through its Mayor and Aldermen.

B. Employee shall perform such duties as are set forth in the governing laws of Employer and as are customarily performed by one holding a position in other municipalities. Employee shall also additionally render such other and unrelated services and duties as may be assigned to Employee from time to time by Employer.

### **SECTION TWO – BEST EFFORTS OF EMPLOYEE**

Employee will at all times faithfully, industriously, and to the best of Employee's ability, experience, and talents, perform all of the duties that may be required of and from Employee pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of Employer. Employee's terms and conditions of employment shall additionally be governed by the Personnel Policy of Employer.

### **SECTION THREE – TERM OF EMPLOYMENT**

This is an employment agreement for a term of five (5) years. Either Employee or Employer may terminate this agreement at any time, for any reason without cause upon six (6) months notice. Either party may terminate this agreement immediately for cause. In lieu of providing Employee six (6) months notice for a termination without cause, Employer may pay to Employee a severance payment equal to six (6) months of salary. Termination of this agreement shall be complete upon the terminating party tendering to the other party written notice of his intent to terminate this agreement.

## **SECTION FOUR – COMPENSATION OF EMPLOYEE**

A. Employer shall pay Employee, and Employee shall accept from Employer, in full payment for Employee's services under this agreement, compensation at the rate of Forty-six Thousand Three Hundred and Fifty Dollars (\$46,350.00) per annum, payable as follows: on the 15<sup>th</sup> and 30<sup>th</sup> of each month, while this agreement shall be in force.

B. Employer shall reimburse Employee for all necessary expenses incurred by Employee while traveling pursuant to Employer's directions.

C. Employee may, in the sole and absolute discretion of the Employer, from time to time receive increases in his pay.

D. In addition to the compensation Employee receives hereunder, Employee is eligible for participation in the fringe benefit programs established by Employer on fulfillment of the eligibility requirements for each program. Employer may, without notice, modify or discontinue any fringe benefit program which it maintains.

## **SECTION FIVE – OTHER EMPLOYMENT**

Employee shall devote all of Employee's time, attention, knowledge, and skills solely to the business and interest of Employer, and Employer shall be entitled to all of the benefits, profits, or other issues arising from or incident to all work, services, and advice of Employee, and Employee shall not, during the term of this agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, Employee, or in any other capacity in any other entity doing business with Employer; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of Employee to invest any of Employee's money in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent Employee from investing or limit Employee's right to invest Employee's money in real estate.

## **SECTION SIX – RECOMMENDATIONS FOR IMPROVING OPERATIONS**

Employee shall make available to Employer all information of which Employee shall have any knowledge and shall make all suggestions and recommendations that will be of mutual benefit to Employer and Employee.

## **SECTION SEVEN – COVENANTS OF EMPLOYEE**

A. Employee shall not, directly or indirectly at any time during his employment with Employer, and for a period of two (2) years after termination of the Employee-Employer relationship:

1. Solicit or attempt to solicit any employee, agent or contractor of Employer to leave the employment of Employer; or
2. Assist or attempt to assist any person, firm or corporation in any way to solicit any employee, agent or contractor of Employer to leave the employment of Employer.

B. At such time as the employment relationship between Employee and Employer has terminated, Employee shall:

1. Promptly return to Employer, or at Employer's option, destroy all Confidential Information and any documents related to the Intellectual Property, including all copies of documents, notes or materials made by Employee or at his direction; and
2. Certify in writing to Employer that he has so complied; and

## **SECTION EIGHT – EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER**

In spite of anything contained in this agreement to the contrary, Employee shall not have the right to make any contracts or commitments for or on behalf of Employer without first obtaining the express written consent of Employer. In the event the Employee enters into any agreement or writes any check on behalf of employer which is not specifically authorized in writing by Employer, Employee shall indemnify Employer for any costs incurred by Employer in connection with such agreement or check.

## SECTION NINE – MISCELLANEOUS

A. This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. Neither party has made any representation with respect to the subject matter of this agreement not specifically included in this agreement nor has either party relied on any such representation in entering into this agreement.

B. This agreement may be modified only by a writing signed by both parties.

C. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

D. This agreement shall be interpreted in accordance with Tennessee law.

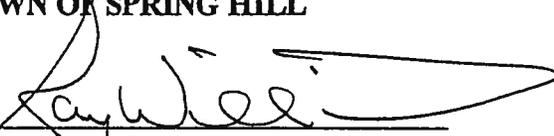
E. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

F. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed as of the day and year first above written.

**EMPLOYER:**

TOWN OF SPRING HILL

By: 

RAY WILLIAMS, MAYOR

ATTEST:

By: 

JUNE QUIRK, CITY RECORDER

**EMPLOYEE:**

  
KENNETH C. YORK