

RESOLUTION 08-60

**RESOLUTION ACCEPTING THE RESIGNATION OF
KENNETH S. WEAVER
AS CITY ADMINISTRATOR FOR THE
CITY OF SPRING HILL, TENNESSEE**

WHEREAS, on November 7, 2008, Kenneth S. Weaver tendered his resignation as the City Administrator; and

WHEREAS, the termination agreement signed by Kenneth S. Weaver is attached to this Resolution; and

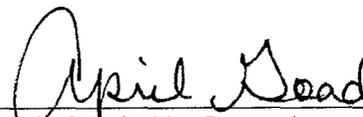
NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that it accepts the resignation of Kenneth S. Weaver as City Administrator.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of November, 2008.



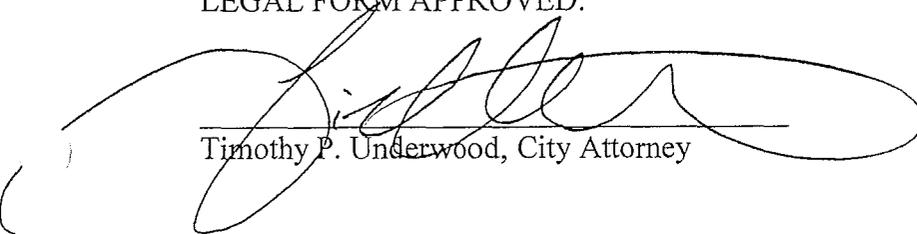
Danny M. Leverette, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney

RESIGNATION AGREEMENT AND GENERAL RELEASE

THIS RESIGNATION AGREEMENT AND GENERAL RELEASE is made and entered into by and between Kenneth S. Weaver (hereinafter "Employee") and The City of Spring Hill, Tennessee (hereinafter "the City") with respect to the end of the Employee's employment with The City.

WITNESSETH:

WHEREAS, Employee has been employed by the City as its City Administrator in Spring Hill, Tennessee.

WHEREAS, Employee and the City desire to resolve fully and finally all issues between them that might arise out of Employee's employment with the City and the employment contract entered between them.

THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. Employee and the City agree that Employee's employment with the City will cease at the close of business on the 7th day of November, 2008.

2. Employee shall not be entitled to any other benefits or compensation from the City and Employee acknowledges that the amounts received previously from the City are all that is due to Employee under any severance plan of the employment contract or other arrangements governed by the Employee Retirement Income Security Act of 1974 or any other federal or state law.

Employee shall be entitled to all compensation for accrued and unused sick and vacation days upon an appropriate demand and evidence of the availability for such compensation. The Employee specifically waives any right to the severance plan as outlined in the Employment Contract.

3. Employee represents that he has not filed any complaints or charges against the City with any local, state or federal agency or Court related to Employee's employment with or resignation from the City, that Employee will not do so at any time hereafter, and that if any such agency or Court assumes jurisdiction of any such complaint or charge against the City on behalf of Employee, Employee will request such agency or Court to withdraw from the matter. Employee represents and agrees that he has thoroughly considered all aspects of this Resignation Agreement and General Release and that he is fully aware of his right to discuss any and all aspects of this matter with an attorney chosen by Employee, that Employee has carefully read and fully understands all of the provisions of this Agreement and Release and that Employee is voluntarily entering into it. Employee further understands that the City is relying on this and all other representations he has made herein.

4. As a material inducement to the City to enter into this Resignation Agreement and General Release, Employee hereby irrevocable and unconditionally releases the City and each of the City's affiliates, successors, assigns, and employees (collectively "the Released Parties"), or any of them, from any and all claims, liabilities, causes of action, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever pertaining to his employment with or resignation from the City, known or unknown (hereinafter referred to as "Claim" or "Claims"), which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time hereafter may have, own or hold, or claim to have, own or hold, against each or any of the Released Parties. The Employee further waives any rights under the Employment Contract not specifically addressed herein.

This waiver also includes a release of any rights or claims Employee may have under the Age Discrimination in Employment Act, which prohibits age discrimination in employment; Title VII of the Civil Rights Act of 1964 and the Tennessee Human Rights Act, which prohibit discrimination in employment based on race, color, national origin, religion or sex; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act, which prohibits discrimination on the basis of disability; 42 U.S.C. §§1981 and 1985; the Employee Retirement Income Security Act of 1974; or any other federal, state or local laws or regulations. This also includes a release by Employee of any claims for wrongful discharge. Because of this release, Employee understands that, he is giving up any right he may have to sue the City for matters related to his employment with or resignation of employment from the City.

5. This Resignation Agreement and General Release shall be binding upon the parties, their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties, and to their heirs and assigns.

6. Employee agrees that he will keep the terms and facts of this Resignation Agreement and General Release completely confidential, and that he will not hereafter disclose any information concerning this Agreement and Release to anyone, including, but by no means limited to, any past, present or prospective employee or applicant for employment of the City.

7. Employee agrees to return to the City all files, memoranda, documents, records, copies of the foregoing, and any other property of the City or its affiliates in Employee's possession.

8. This Resignation Agreement and General Release shall in all respects, be interpreted, enforced and governed under the laws of the State of Tennessee, with venue being in Maury County, Tennessee. The language of all parts of this Resignation Agreement and General Release shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

9. Should any provision of this Resignation Agreement and General Release be declared or be determined by any Court to be illegal, or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Resignation Agreement and General Release.

10. This Resignation Agreement and General Release sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

11. Employee is encouraged to consult with an attorney before signing this Resignation Agreement and General Release. Employee understands that whether or not to do so is entirely Employee's decision.

12. Employee agrees to sign any documents and do anything else that is necessary in the future to implement this Resignation Agreement and General Release.

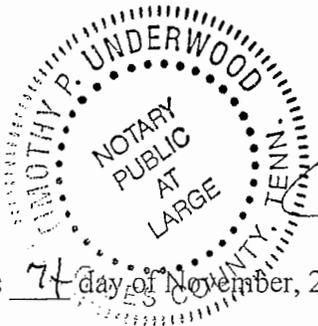
PLEASE READ CAREFULLY THIS RESIGNATION AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

Executes this 7th day of November, 2008.

Ken Weaver
Ken Weaver,
Employee

STATE OF TENNESSEE)
COUNTY OF MAURY)

On this the 7th day of November, 2008, before me *Timothy P. Underwood*, a Notary Public, personally appeared Ken Weaver, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Tim Underwood
Notary Public
My Commission Expires:

Executed this 7th day of November, 2008.

Recd. and Accepted
Nov. 7, 2008

Danny M. Coverette
DANNY M. COVERETTE
MAYOR