

**MINUTES -SPECIAL MEETING
BOONE TOWN COUNCIL
DECEMBER 11, 2013**

A special meeting of the Boone Town Council was called to order at 7:04 p.m. at the Council Chambers, 1500 Blowing Rock Road. Mayor Loretta Clawson presided. Council members present were Mayor Pro-Tem Jamie Leigh, Lynne Mason, Rennie Brantz, Andy Ball, and Allan Scherlen. Town Manager Greg Young and Town Attorney Sam Furgiuele were also present.

Upon a motion by Council Member Scherlen, seconded by Council Member Leigh, Council moved to amend the agenda to allow for possible action following Closed Session.

VOTE: Aye – All
 Nay- None

Council Member Brantz moved to enter into Closed Session at 7:05 p.m. pursuant to NCGS §143-318.11 (a)(1)(3)(7), to prevent the disclosure of information that is privileged or confidential pursuant to NCGS §160A-168, and to consider material terms of an employment contract or proposed employment contract. Council Member Ball seconded the motion.

VOTE: Aye – All
 Nay – None

Upon a motion by Council Member Mason, seconded by Council Member Brantz, Council moved to exit Closed Session at 7:17p.m.

VOTE: Aye – All
 Nay – None

Upon a motion by Council Member Mason, seconded by Council Member Brantz, Council moved to adopt the second amendment to an employment agreement (**Attachment A**) and to authorize the Mayor to sign the agreement on behalf of the Town.

VOTE: Aye – All
 Nay – None

Upon a motion by Council Member Brantz, seconded by Council Member Scherlen, Council moved to adjourn at 7:18p.m.

VOTE: Aye – All
 Nay – None

Kimberly S. Brown, Town Clerk

Loretta Clawson, Mayor

Attachment A

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement, entered into this 11 day of December, 2013, amends the Employment Agreement between the Town of Boone, a North Carolina Municipal Corporation (hereinafter "Boone"), and Gregory E. Young, (hereinafter "Employee") dated the 26th day of September, 1991, as amended, (hereafter, the "Agreement") by adding the following provisions, upon the following premises:

WHEREAS, Employee is eligible to retire effective January 31, 2014 and receive full retirement pay through the North Carolina Local Government Retirement System; and

WHEREAS, Employee had intended to retire effective said date and had made that intention known to the Town Council; and

WHEREAS, in light of the many important matters facing the Town of Boone at this time, for which the Town Council desires the expertise of Employee, and the Town Council further wishing to undertake a methodical and comprehensive search and hiring process to replace Employee, the Town Council has requested that Employee delay his retirement and extend his service until and including December 31, 2014 (the "period of extension"); and

WHEREAS, the Town Council wishes to make Employee whole by supplementing his salary during the period of extension, recognizing his opportunity to draw retirement benefits while pursuing part-time employment; and

WHEREAS, Employee has agreed to delay his retirement upon certain conditions, set out herein:

NOW, THEREFORE, in consideration of the mutual promises contained herein, each party agreeing is adequate and fair, Town and Employee agree as follows, the provisions herein superceding the September 26, 1991 Employment Agreement, as amended, only to the extent explicitly provided or to the extent an irreconcilable inconsistency is thus created:

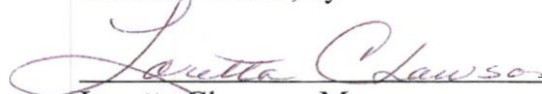
1. Effective upon adoption, Employee's annual compensation shall be \$160,000.00.
2. Nothing herein shall prevent the Town Council from terminating the services of Employee before December 31, 2014, the date upon which Employee will now retire pursuant to this Amendment, but should Town terminate Employee before December 31, 2014, Employee shall receive severance pay equal to four months'

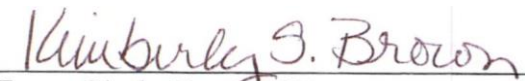
salary (hereafter, "early termination amount"). The time period upon which the early termination amount is based is considered by the parties a reasonable estimate of the time needed for Employee to reestablish eligibility for his retirement in order to avoid any lapse in income in the event of an early termination. The early termination amount substitutes for and supercedes the three months' aggregate salary established in Section III of the Agreement. Payment of this early termination amount shall otherwise be governed by the provisions of Section III of the Agreement, the remaining provisions of which are unaffected.

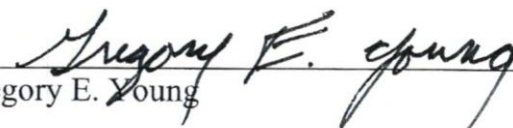
3. During the period of extension, Town shall continue to provide Employee with all fringe and non-monetary benefits afforded him prior to the effective date of this Amendment, as have been previously established.
4. If during the period of extension changes are made to the North Carolina Local Government Retirement System which will prevent Employee from qualifying for his full current retirement benefits if he remains employed through the period of extension, he will be entitled to resign his position upon as much notice as is feasible to avoid impairment of his retirement, and the Parties shall consider what alternative option may exist and be desirable to extend Employee's service to the Town.
5. This Amendment fulfills Employee's notice requirement for resignation under the Agreement, the parties recognizing that this Amendment constitutes notice by Employee of his intent to retire effective December 31, 2014.
6. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Adopted by the Boone Town Council and accepted by Gregory E. Young this 22nd day of December, 2013.

Town of Boone, by


Loretta Clawson, Mayor

Attest:  (seal)
Town Clerk, Town of Boone


Gregory E. Young