



**Town of Valdese
Town Council Special Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
YouTube: @townofvaldese6907
Monday, December 18, 2023
6:00 p.m.**

- 1. Call Meeting to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. New Business**

- A. Consideration of Agreement Between the Western Piedmont Council of Government and The Town of Valdese for the Provision of Strategic Planning Assistance, January 1, 2024 – April 30, 2024.
- B. Consideration of Agreement Between the Western Piedmont Council of Government and The Town of Valdese for HR Services for Town Manager Search December 4, 2023 to May 31, 2024.
- C. Consideration of the United States Department of Agriculture (USDA) Application for Federal Assistance and USDA Rural Development Loan.
- D. Approval of Resolution Adopting 2024 Town Council Meetings Calendar.
- E. Consideration of Appointments and/or Reappointments to Boards, Commissions, and/or Committees.
- F. Discussion of New Boards, Commissions, and/or Committees.
- G. Consideration of Appointment of Town Manager or Interim Town Manager Pursuant to N.C. General Statute § 160A-147 and Section 2-2001 of Town Ordinance.
- H. Consideration of Amendment of Town Council Rules of Procedures Pursuant to Rule 33 of the Valdese Town Council – Rules of Procedure.

5. Departmental Reports

- A. Preliminary Audit Highlights

6. Budget Amendment (If applicable)

- A. To appropriate funds from general fund for Agreements with WPCOG.
- B. To appropriate funds from general fund for engagement of Town Manager or Interim Town Manager.

7. Closed Session Pursuant to NC General Statute 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee.

8. Adjournment

The Town of Valdese holds all public meetings in accessible rooms. Special requests for accommodation should be submitted by individuals with disabilities at least 48 hours before the scheduled meeting time. Contact Town Hall at 828-879-2120 or TDD Phone Line (hearing impaired) 1-800-735-2962.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF VALDESE
FOR THE PROVISION OF
STRATEGIC PLANNING ASSISTANCE:
JANUARY 1, 2024 – APRIL 30, 2024

This AGREEMENT, entered on this the first day of January 1, 2024, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Valdese, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency as indicated in Attachment A: Work Plan/Budget.

4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning January 1, 2024, and ending April 30, 2024.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
TOWN OF VALDESE

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: _____
Mayor

By: _____
Executive Director

PLANNING AGENCY:

By: _____
Interim Town Manager

By: _____
Chair

Pre-audit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
TOWN OF VALDESE
STRATEGIC PLANNING ASSISTANCE:
JANUARY 1, 2024 – APRIL 30, 2024
WORK PROGRAM/BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Western Piedmont Council of Governments for the Town of Valdese. The product(s) of the planning activities shall be:

WORK PROGRAM

The Town of Valdese Council requested the following proposal from Western Piedmont Council of Governments (WPCOG) for the creation of a strategic plan. The Council finds the need to address public ideas and concerns as they move forward with a future action plan, fiscal year budget, and capital improvement plan. The Council requested the WPCOG to assist with the creation of a strategic plan including facilitate public forums/meetings, conduct surveys, and collect data to obtain public input. The means of collecting public input will consist of mailings, internet outreach, and group meetings to analyze the public's opinion of Valdese's strengths, weaknesses, opportunities, and threats (SWOT analysis).

WPCOG will provide the Council with the results from the public meetings by using visualization materials, data and quotes produced from the survey, and prioritized results from a public SWOT analysis. The WPCOG will lead the Council through a similar SWOT Analysis during a work session to produce a draft strategic plan. The Council shall control final editing and approval of the strategic plan content.

WPCOG staff will analyze the Council's responses to the SWOT Analysis and compare similarities and differences with the public's responses to the SWOT Analysis. WPCOG will share best practices with public education and dissemination of public information. The Council will determine the fiscal year 2025 budget and any needed updates to the capital improvement plan/budget based on public input and the priorities established during the Council work session. WPCOG will provide personnel to facilitate the following meetings/forums, initiatives, and schedules to accommodate the planning process:

- Initial contract approval December 2023 for a beginning project date of January 1, 2024.
- A public survey will be constructed and released to obtain public feedback, with a closing date prior to the Council work session for WPCOG data analysis.
- Two to three public input sessions (SWOT Analysis) for town businesses and residents to be held in January 2024 at the Old Rock School. WPCOG will work with the Town to schedule ideal dates and times.
- Two Council meetings -
 - One work session to be held at the end of February 2024 to review the public input feedback and conduct the Council SWOT assessment/Council identification of priorities.

- Presentation of the final document and findings to the Town Council in early March 2024.
- Contract time of performance will be January 1, 2024 - April 30, 2024, to allow for any transfer of information, needed clarification, or other possible delays.
- Travel, supplies, and all other associated costs to facilitate this project will be included in the contract price, except the printing and mailings, for which the Town of Valdese will pay for the paper, ink, and staff time to mail letters/postcards.
- As part of the process WPCOG will provide a brief demographic analysis within the final document to provide context.
- The Town will communicate and provide guidance to WPCOG staff regarding significant issues that arise during the planning process.
- The Town will assist in promoting the survey and public input sessions.
- WPCOG will coordinate with Town staff and officials in drafting the plan.

BUDGET

Please indicate below with a check mark which option the Town of Valdese chooses:

_____ Total proposal cost without WPCOG providing mailings.

The contract budget, including all salaries, fringe benefits, travel expenses, and indirect costs, totals \$3,770.00 (Three thousand seven hundred seventy dollars) during the period beginning January 1, 2024, and ending April 30, 2024. This fee will be billed lump sum in April 2024.

_____ Total proposal cost with WPCOG providing mailings.

The contract budget, including all salaries, fringe benefits, travel expenses, and indirect costs, totals \$8,030.00 (Eight thousand thirty dollars) during the period beginning January 1, 2024, and ending April 30, 2024. This fee will be billed lump sum in April 2024.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF VALDESE
FOR THE PROVISION OF
STRATEGIC PLANNING ASSISTANCE:
JANUARY 1, 2024 – APRIL 30, 2024

This AGREEMENT, entered on this the first day of January 1, 2024, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Valdese, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** Normal travel and training for Planning Agency staff is included in this Proposal and no additional travel is expected unless requested by the Local government. If requested and approved in advance by Town Council, the Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc-or other unexpected expenses of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

If requested and approved in advance by Town Council, the Local Government will also pay for expenses related to printing of report(s), mailings and postage costs (only for unusual and special circumstances beyond normal billing/finance), advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.
3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency as indicated in Attachment A: Work Plan/Budget.

4. **Termination/Modifications.** The Local Government may terminate the Contract **with or without cause** by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning January 1, 2024, and ending April 30, 2024.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
TOWN OF VALDESE

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: _____
Mayor

By: _____
Executive Director

PLANNING AGENCY:

By: _____
Interim Town Manager

By: _____
Chair

Pre-audit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
TOWN OF VALDESE
STRATEGIC PLANNING ASSISTANCE:
JANUARY 1, 2024 – APRIL 30, 2024
WORK PROGRAM/BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Western Piedmont Council of Governments for the Town of Valdese. The product(s) of the planning activities shall be:

WORK PROGRAM

The Town of Valdese Council requested the following proposal from Western Piedmont Council of Governments (WPCOG) for the creation of a strategic plan. The Council finds the need to address public ideas and concerns as they move forward with a future action plan, fiscal year budget, and capital improvement plan. The Council requested the WPCOG to assist with the creation of a strategic plan including facilitate public forums/meetings, conduct surveys, and collect data to obtain public input. The means of collecting public input will consist of mailings, internet outreach, and group meetings to analyze the public's opinion of Valdese's strengths, weaknesses, opportunities, and threats (SWOT analysis).

WPCOG will provide the Council with the results from the public meetings by using visualization materials, data and quotes produced from the survey, and prioritized results from a public SWOT analysis. The WPCOG will lead the Council through a similar SWOT Analysis during a work session to produce a draft strategic plan. The Council shall control final editing and approval of the strategic plan content.

WPCOG staff will analyze the Council's responses to the SWOT Analysis and compare similarities and differences with the public's responses to the SWOT Analysis. WPCOG will share best practices with public education and dissemination of public information. The Council will determine the fiscal year 2025 budget and any needed updates to the capital improvement plan/budget based on public input and the priorities established during the Council work session. WPCOG will provide personnel to facilitate the following meetings/forums, initiatives, and schedules to accommodate the planning process:

- ~~Initial contract approval December 2023 for a~~ The beginning date for the project date of will be the 1st day of the month following Council's approval of the Agreement for the Provision of Strategic Planning Assistance January 1, 2024.
- ~~WPCOGA public survey will be constructed and release/circulate a public survey to the citizens of Valdese d~~ to obtain public feedback concerning public ideas and concerns regarding the Town's future action plan, fiscal year budget, and/or capital improvement plan, with a closing date for the survey to be set prior to the Council work session for WPCOG data analysis [TDS1].
- ~~WPCOG will attend and participate in T~~ two to three public input sessions (SWOT Analysis) for T ~~town~~ businesses and residents to be held in January 2024 at the Old Rock School. WPCOG will work with the Town to schedule ideal dates and times for these events.
- ~~WPCOG will attend and participate in T~~ two Town Council meetings as follows:-
 - One work session to be held at the end of February 2024 to review the public input

feedback and conduct the Council SWOT assessment/Council identification of priorities.

- Presentation of the final document and findings to the Town Council in early March 2024.
- The ~~Contract~~ time of performance under the Agreement for the Provision of Strategic Planning Assistance will be January 1, 2024 - April 30, 2024, and ~~to~~will allow for any transfer of information, needed clarification, and/or ~~other possible~~reasonable delays not otherwise foreseeable by the parties.
- Travel, supplies, and all other associated costs to facilitate this project will be included in the contract price as set forth below, except the printing and mailings, for which the Town of Valdese will pay for the paper, ink, and staff time to mail letters/postcards.
- As part of the process outlined herein, WPCOG will provide a brief demographic analysis within the final document and findings presented to Town Council to provide context to its analysis.
- The Town will communicate and provide guidance to WPCOG staff regarding significant issues that arise during the planning process.
- The Town will assist in promoting the survey and public input sessions.
- WPCOG will coordinate with Town staff and officials in drafting the plan.

BUDGET

Please indicate below with a check mark which option the Town of Valdese chooses:

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The contract budget, including all salaries, fringe benefits, travel expenses, and indirect costs, totals \$3,770.00 (Three thousand seven hundred seventy dollars) during the period beginning January 1, 2024, and ending April 30, 2024. This fee will be billed lump sum in April 2024.

_____ Total proposal cost with WPCOG providing mailings.

The contract budget, including all salaries, fringe benefits, travel expenses, and indirect costs, totals \$8,030.00 (Eight thousand thirty dollars) during the period beginning January 1, 2024, and ending April 30, 2024. This fee will be billed lump sum in April 2024.



Valdese, North Carolina Town Manager Search Overview

Key Steps & Points:

- Confidentiality is very important and required by law. Only WPCOG staff, Mayor, Council, and the Town Attorney should see info about the candidates.
- Applications accepted until the position is filled but allow until February 5, 2024 before selecting persons to interview. A minimum period of 30 days to advertise is recommended.
- WPCOG (Anthony Starr, David Pugh and Tasmin Mack) receive and review applications based on criteria established by the Town Council.
- WPCOG will identify the top 8-10 candidates based on Town Council established criteria and provide those applications with observations and key attributes for each of the top candidates. The Council will receive all applications.
- WPCOG staff do not tell the Town Council who to interview or who to hire. WPCOG staff will provide insight about the candidates and assist in the evaluation. However, it is up to the Mayor and Council to decide which candidate is the best fit for the town.
- The Town Council selects 3-5 candidates (in closed session) they wish to interview using consensus or informal voting. The WPCOG will contact the selected candidates and schedule them for interviews.
- WPCOG will provide a list of standard questions for all interviewees and also provide suggested topics or questions customized for each candidate based on their qualifications or additional information that is needed. The Council will review questions and offer changes prior to the interviews.
- WPCOG will provide recent budget and financial information to each person interviewed. The interviews will begin with the candidate providing a 10-15 minute PowerPoint presentation about the town's finances while pretending they are the town manager. The Mayor and Council will then conduct a standard interview with the candidate. The presentation provides greater insight about each candidate's presentation skills, charisma, personality, and analytical abilities.
- All interviews held during closed sessions of the Council per N.C. General Statute 143-318.11 (a) (6). WPCOG will observe the interviews and offer insight and relevant comments to the Council.
- Council selects the top candidate and WPCOG conducts more intensive background check and returns findings to the Council. If desired, the WPCOG will set up a second round of interviews for candidates.
- Council determines their top candidate and negotiates terms of employment with that person.
- Once the candidate & Council agree to the terms of employment, the Council votes in open session to appoint that person as town manager with an effective date and annual salary amount. Approval of an employment agreement occurs at that time, if applicable. It is recommended that the town attorney and mayor or council member lead any employment agreement negotiations.
- WPCOG will assist the new town manager with the transition by serving as a resource for insight and advice.
- WPCOG recommends that the Council continue, in lieu of adjourning, it's regular meeting for the interviews for dates to be determined. This avoids extra advertising costs for public notices of the meetings but complies with the NC Open Meetings Law.

Search Timeline

Approximate Dates

November 29, 2023

December 2024

December 18, 2024

January 3, 2024

February 5, 2024

February 14, 2024

Late February 2024

March 2024

Late March/April 2024

Late March/April 2024

Late March/April 2024

April 2024

May 2024

Key Steps

Closed session (informal meeting) with incoming Valdese Council to discuss process overview

Interview department heads for feedback regarding manager needs and attributes (optional step)

Council meeting (closed session) for WPCOG staff to review desired position attributes and recommended hiring range

Position advertisement distributed

Application final cut-off date

WPCOG finalizes its review of applications & recommends 8-10 candidates for further consideration (application materials delivered to the Council)

Council meeting in closed session to select 3 to 5 candidates for interviews – at town hall

Two evening meetings for interviews (4:30-9pm) in closed session @ WPCOG; Best candidate or candidates identified

Potential second round of interviews (informal meal) for 1-2 candidates

Background/reference checks (usually about 5-7 days for this task)

Informal offer made and negotiations of employment terms/agreement

Special called Council meeting; new town manager formally appointed and announced; employment agreement formally approved; new town manager gives notice to current employer

New town manager begins work (allows overlap with interim town manager who would work as a management consultant until budget adoption)



Western Piedmont
Council of Governments

Creative Regional Solutions Since 1968

A Proposal for:

Town of Valdese Manager Search

Prepared for:

Valdese Town Council

Prepared by:

Western Piedmont Council of Governments

PO Box 9026

Hickory, NC 28603

November 29, 2023

**AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
TOWN OF VALDESE FOR
HR SERVICES FOR TOWN MANAGER SEARCH
DECEMBER 4, 2023 TO MAY 31, 2024**

This **AGREEMENT**, entered into on the 4th day of December, 2023, by and between the Western Piedmont Council of Governments (hereinafter referred to as the “WPCOG”) and the Town of Valdese (hereinafter referred to as the “Client”);
WITNESSETH THAT:

WHEREAS, the WPCOG is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the WPCOG on April 17, 1972. Technical assistance shall consist of the provision of services as described in **EXHIBIT A.**, which is herein made part of this Agreement;

WHEREAS, the Client has requested the WPCOG to provide such technical assistance to the Client; and

WHEREAS, the WPCOG desires to cooperate with the Client in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties (WPCOG and Client) hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Agreement, the WPCOG will furnish the necessary trained personnel to the Client to perform work as shown in **EXHIBIT A.**, page 4, of this agreement. The Project Manager will be Anthony W. Starr, Executive Director for the WPCOG.
2. **Travel/Printing.** Normal travel and training for WPCOG staff is included in this Proposal and no additional travel is expected unless requested by the Client.

The Client will also pay for expenses related to printing of report(s), mailing and postage costs (only for unusual and special circumstances beyond normal billing/finance), and other costs not related to normal travel and staffing costs associated with personnel furnished by the WPCOG.

3. **Compensation.** That for the purpose of providing the funds for carrying out this Agreement, the Client will pay the WPCOG a fee of \$3,500.00 (three thousand five hundred dollars). This fee will be invoiced in one payment of \$3,500.00 (three thousand five hundred dollars) upon completion of the executive search (Client will be invoiced for the service fee plus any additional cost for advertisement, meals, drug screenings, criminal background checks, credit record checks, and other client directed expenses).

4. **Termination/Modifications.** The Client may terminate the Agreement by giving the WPCOG a thirty (30) day written notice. Furthermore, if there is a need to amend the proposal outlined in **EXHIBIT A.**, either party may do so with the written consent of the other.
5. **Time of Performance.** The WPCOG shall ensure that all services required herein shall be provided during the period beginning December 4, 2023 and ending May 31, 2024.
6. **Interest of Members, Officers, or employees of the WPCOG, Members of the Client Agency, or Other Public Officials.** No member, officer, or employee of the WPCOG or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with the respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this AGREEMENT. Immediate family members of the said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The WPCOG shall incorporate, or cause to incorporate, in such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall, on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the WPCOG and the Client have executed this **AGREEMENT** as of the date first above written.

**CLIENT:
TOWN OF VALDESE**

**WPCOG:
WESTERN PIEDMONT COUNCIL
OF GOVERNMENTS**

By: _____
Valdese Mayor

By: _____
Executive Director

Attest: _____
Clerk to the Board

Attest: _____
Director of Admin Services/ HR

Pre-audit Statement:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

**EXHIBIT A
TOWN OF VALDESE
TECHNICAL ASSISTANCE:
HR SERVICES FOR TOWN MANAGER SEARCH
DECEMBER 4, 2023 TO MAY 31, 2024**

I. WORK PROGRAM/BUDGET

This is an Exhibit attached to and made part of the December 4, 2023 AGREEMENT between the Western Piedmont Council of Governments (WPCOG) (hereinafter referred to as the “WPCOG”) and the Town of Valdese (hereinafter referred to as “Client”) providing for technical assistance related to human resources services related to an executive director search. The basic services of the WPCOG are stipulated as indicated below.

II. WORK PROGRAM/SCOPE OF SERVICES

The intent of this Agreement is for the WPCOG to deliver Technical Assistance in human resources administration, consistent with applicable federal, state laws and accounting practices for the time period beginning December 4, 2023 through May 31, 2024. Leveraging experience and resources possessed by WPCOG staff, the WPCOG will administer the Client’s search to evaluate candidates for the position of Executive Director.

III. DESCRIPTION OF SERVICES PROVIDED

The following activities are illustrative of the services to be provided by the WPCOG to the Client:

- A.** Be responsible for the recruitment and collection of the application materials:
 - 1. Be responsible for the recruitment of candidates and advertisement of the position with feedback from the Client.
 - 2. Be responsible for the collection of application materials and providing notebooks with applicant materials.
 - 3. Review and identify the top applicants according to the desired attributes communicated by the Client. WPCOG will provide candidate summaries for the top applicants. All applications will be provided to the Client.

- B.** Conduct and facilitate a one-day assessment center with the following features/activities:
 - 1. Provide a schedule for the day(s) of the assessment center.
 - 2. Provide questions for the interviews.
 - 3. Provide instructions for candidates and board members.
 - 4. Develop and provide a scenario for a PowerPoint presentation by each candidate.
 - 5. The assessment center will accommodate 3 to 5 candidates chosen by the Client.
 - 6. WPCOG will schedule the candidates for the components of the assessment center on a date(s) approved by the Client.
 - 7. The WPCOG will provide the questions and evaluation tools for the Client.

8. The WPCOG will also assist with the review of top candidates and provide candidate summaries and feedback for selection to participation in the assessment center.
9. The WPCOG will provide verbal observations and insight to the Client concerning the performance of the candidates during the assessment center.
10. The WPCOG will provide feedback regarding the recruitment materials prepared by the Client.
11. Conduct drug screening, reference checks, and background checks of the selected candidate.

C. The Client shall:

1. Provide an approved date and location for the assessment center (WPCOG office is available to the Client).
2. Review and approve the candidates for the assessment center.
3. Review and approve the questions for the interviews.
4. Review and approve the scenario for the PowerPoint.
5. Be responsible for negotiations of employment terms with the favored candidate(s).

V. FEES

The WPCOG proposes to provide the services described in Section III for a fee of \$3,500.00 (three thousand five hundred dollars) invoiced with one payment at the completion of the services (Client will be invoiced for the service fee plus any additional cost for advertisement, meals, drug screenings, criminal background checks, credit record checks, and other client directed expenses).



TOWN OF VALDESE
NORTH CAROLINA'S FRIENDLY TOWN



P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (888) 798-1022 | TOWNOFVALDESE.COM

Dear Mr. Lattanzi and USDA staff:

The Town of Valdese has decided to proceed in a different direction and will not be utilizing the Community Facilities Program Loan for the Public Safety Building project.

Please note that the Town is officially withdrawing its application. We also request that the obligated funds be de-obligated.

On behalf of the staff and Town Council of Valdese, we sincerely thank you for the opportunity to work with USDA in securing this loan. The USDA staff have been excellent at helping guide the process.

Sincerely,
Town of Valdese Council

Edward Perrou, Interim Manager

Councilwoman Heather Ward

Councilman Paul Mears

Councilman Gary Ogle

Councilman Glenn Harvey

Councilwoman Rexanna Lowman

Mayor Charles Watts

**TOWN OF VALDESE
RESOLUTION ADOPTING 2024 TOWN COUNCIL MEETING SCHEDULE**

WHEREAS, pursuant to Section 2-1011 of the Town of Valdese Code of Ordinances, there shall be a regular meeting of the council at the town hall, on the first Monday in each month, at 6:00 p.m., unless another place, date or time shall be designated.

NOW, THEREFORE, BE IT RESOLVED that the Town of Valdese Town Council adopts the following Meeting Schedule for 2024:

<i>Council Chambers, Unless Noted</i>		<i>Town Hall Community Room, Unless Noted</i>	
2024 REGULAR MONTHLY MEETINGS		PUBLIC FORUMS AND REVIEW MEETINGS	
January 8		(Informal review of agendas/town news)	
		January 29	Review Feb Agenda
February 4			
		February 26	Review Mar Agenda
March 4			
		March 18	Citizen Budget Priorities <i>(TBD)</i>
April 1			
April 22	Council Budget Review		
		April 29	Review May Agenda
May 6			
		May 29	Review June Agenda
June 3			
June 24	2024-25 Budget Hearing	(June 24 for July Mtg. is a Public Meeting)	
August 5			
		Sept 4	Review Sept Agenda
September 9			
		Oct 2	Review Oct Agenda
October 7			
		Oct 28	Review Nov Agenda
November 4			
		Nov 5	Review Dec Agenda
December 2			

This 18th day of December, 2023.

Charles Watts, Mayor

2024 Board and Commission Appointments/Reappointments

Parks and Recreation Commission (3-year terms)

1. Reappointment of Donnie Edwards
2. Appointment of Shannon Radabaugh (Replacing expired term of Beth Heile)

New Appointee Bio: My name is Shannon Radabaugh. I live in the beautiful town of Valdese North Carolina. My family and I decided to move to this beautiful town because of its hospitality, beautiful landscape, and sense of community that thrives throughout the school district, small businesses, and kindness of its residence.

I am a United States Navy veteran. I served this great country from 1999 through 2004 when I was medically retired. My husband continued to serve and retired after 20 years of service in 2019.

I have three amazing children. Sterling 17 years old, Madelyn 13 years old, and Preston 11 years old. Our children have embraced this beautiful town as they grow and continuously engage in local sports and social activities throughout our community. We knew when we moved to Valdese that we wanted to get involved in the community. Since moving here, we have opened a small business for boat rentals. Rad's Rentals opened last year and did very well servicing Lake Rhodhiss. We continue to run our children's store, Twice Upon A Time, that is currently located in California. My husband works at Draughn High school as a football coach. I serve at my children's schools as well as the Valdese Rec as a Booster member.

It would be a great honor to serve on this committee and be a part of serving our wonderful community of Valdese.

Respectfully,
Shannon Radabaugh, CEO
Veteran Owned and Operated us

3. Appointment of Justin Carswell (Replacing expired term of Lin Ward)

New Appointee Bio: Justin Carswell is a Valdese native and graduate of East Burke High School. He has lived in Valdese for 20 years. He is a driver with United Parcel Service and has been with UPS for 22 years. He also operated a small business for 20 years.

He has two children who are active participants in Valdese Parks and Recreation youth programming. He and his wife, Kristen, have both volunteered their time coaching for the department, and the family can frequently be found out and about in our parks and at our facilities.

2024 Council Board and Commission Council Appointments

PROPOSED NEW APPOINTMENTS:

Ward 1 Councilman Glenn Harvey:

Street Paving Committee

WPCOG Metropolitan Planning Organization

Ward 4 Councilman Gary Ogle:

Parks & Recreation Commission

Ward 5 Councilwoman Heather Ward:

Main Street Committee

PROPOSED NEW TOWN OF VALDESE AD HOC COMMITTEES
For Consideration by the Town Council on December 18, 2023

If established, the members of each committee will be appointed at the January meeting.

Efficiency Task Force

Scope: To assist the Interim Town Manager in an in-depth analysis of each town operation, as the manager develops the 2023-24 Annual Budget.

Period of Service: through the development and adoption of the 2023-24 budget which must be adopted by June 30, 2023.

Members: Five (5) individuals with in-depth experience in enterprises or complex operations, as senior managers, financial officers, or project leaders. It is anticipated that members will be recruited through visits with local manufacturing company CEOs or plant managers. Citizens are welcome to submit nominations.

Drug and Homeless Advisory Task Force

Scope: to address homelessness and the physical and mental issues underlying our drug and crime issues; coordinating efforts of churches, local agencies, and an evolving Burke County initiative to advise the Town Council these matters.

Period of Service: One year, subject to the Task Force's conclusion about whether to have a standing board or committee in this area.

Members: A minimum of five (5) members with special interests or experience in related areas who, in turn, may expand the task force membership for additional help or expertise. Citizens are welcome to submit nominations.

Facilities Review Board

Scope: A standing board that will advise the manager and council in the management, maintenance, improvements, or construction of the Town's properties. Since this board will oversee real property, much as the planning board oversees land use, the manager and initial members will develop a charter structured similar to the Planning Board.

Members: Five (5) members with extensive experience in construction or management of the professions and trades involved with both renovation and new construction. Citizens are welcome to submit nominations.

**PROPOSED AMENDMENTS TO
VALDESE TOWN COUNCIL - RULES OF PROCEDURES**

June 5, 2023, Ordinance Book No. 9

Rule 4. Agenda

1) MOTION to amend “Rule 4, Agenda section (a)” of the Valdese Town Council – Rules of Procedures by striking the words, “electronic” and “on their iPads” by Friday afternoon” as illustrated below and inserting the words in bold underlined, as shown in context below, to issue the agenda packages ten days before the meeting for ten of the twelve regular council meetings.

(a) Proposed Agenda. The town clerk shall prepare a proposed agenda for each meeting. A request to have an item of business placed on the agenda must be received at least ten days before the meeting. Any council member may, by a timely request, have an item placed on the proposed agenda. A copy of all proposed ordinances shall be attached to the proposed agenda. An agenda package shall be prepared that includes, for each item of business placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce. Each council member shall receive the ~~electronic~~, proposed agenda and agenda package ~~on their iPads~~ by Friday afternoon prior to the Monday meeting **for the January meeting and the June meeting with the new budget and ten (10) days prior to all other regularly scheduled council meetings**, and proposed agenda shall be available for public inspection and distribution or copying when it is distributed to the council members.

2) MOTION to amend “Rule 4. Agenda” of the Valdese Town Council – Rules of Procedures by striking section “Rule 4. (b) Consent Agenda” and to amend “Rule 6. Order of Business” Accordingly.

~~(b) **Consent Agenda.** The council may designate a part of the agenda as the "consent agenda." Items shall be placed on the consent agenda by those preparing the proposed agenda if they are judged to be noncontroversial and routine. Any member may remove an item from the consent agenda and place under "Item(s) Removed From Consent Agenda." All items on the consent agenda shall be voted on and adopted by a single motion, with the minutes reflecting the action on each item.~~

Budget Amendment # 7-10

Subject: Contract with WPCOG for Strategic Planning

Description: This amendment covers the expense for technical assistance from WPCOG for strategic planning including public survey, and multiple public input sessions per contract.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		8,030
Total		\$0	\$8,030

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4200.040	Professional Services	8,030	
Total		\$8,030	\$0

Section II:

Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

Budget Amendment # 5-10

Subject: Contract with WPCOG for Town Manager Search

Description: This amendment covers the unexpected expense of a Town Manager search contracted through the Council of Governments

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section I:

The following revenues available to the Town will be increased:

Account		Description	Decrease/ Debit	Increase/ Credit
10.3990.000		General Fund Balance Appr.		3,500
Total			\$0	\$3,500

Amounts appropriated for expenditure are hereby amended as follows:

Account		Description	Increase/ Debit	Decrease/ Credit
10.4200.040		Professional Services	3,500	
Total			\$3,500	\$0

Section II:

Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.