

**TOWN OF WEAVERVILLE**

**AGENDA**

Town Hall/Community Room  
30 South MainStreet, Weaverville, NC 28787

June 8, 2026 at 6:00 pm  
Town Council Regular Workshop  
Meeting - Budget

Livestreaming of meeting via the “Live” Tab on the Town’s YouTube Channel –  
Click this link: [Youtube.com Weaverville NC government Live streams](https://www.youtube.com/WeavervilleNCgovernmentLivestreams) ; and  
Meeting recordings viewable under the “Videos” Tab  
*(unless technical difficulties are experienced)*

1.	Call to Order .....		Mayor Lawrence
2.	Notable County and Legislative Updates .....	2	Town Manager Harris
3.	FY2027 Proposed Budgets – Discussion, Direction, and Possible Adoption ..	5	Town Manager Harris and
	a. Proposed Budget Ordinance – General Fund and Fire Fund .....	7	Finance Director Dozier
	b. Proposed Budget Ordinance – Water Fund .....	12	
4.	Proposed FY2027 Fee Schedules .....	15	Assistant Manager Jackson
	a. Proposed Fee Schedule for General Fund and Fire Fund .....	17	
	b. Proposed Fee Schedule for Water Fund .....	25	
5.	Proposed FY2027 Pay Plans .....	31	Town Manager Harris
6.	Proposed Policy Amendments and Adopting Resolution .....	32	Town Manager Harris
	a. Personnel Policy Amendments .....	35	
	b. Harassment Policy and Procedures Amendments .....	46	
	c. Workplace Policy Amendments .....	50	
	d. Grievance Policy and Procedures Amendment .....	53	
7.	Town Council - Further Discussion and/or Direction .....		Town Council
8.	Adjournment .....		Mayor Lawrence

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2025**

**SESSION LAW 2026-5  
HOUSE BILL 1089**

AN ACT TO AMEND THE CONSTITUTION OF THE STATE TO REQUIRE THE  
LEGISLATURE TO ENACT A PROPERTY TAX LEVY LIMIT.

The General Assembly of North Carolina enacts:

**SECTION 1.** Subsection (5) of Section 2 of Article V of the North Carolina Constitution reads as rewritten:

"(5) ~~Purposes of property tax.~~ Property tax purposes, limitation. The General Assembly shall not authorize any county, city or town, special district, or other unit of local government to levy taxes on property, except for purposes authorized by general law uniformly applicable throughout the State, unless the tax is approved by a majority of the qualified voters of the unit who vote thereon. The General Assembly shall enact general laws limiting the amount by which the levy of taxes on property may increase, which may include exceptions."

**SECTION 2.** The amendment set out in Section 1 of this act shall be submitted to the qualified voters of the State at the statewide general election to be held on November 3, 2026, which election shall be conducted in accordance with the laws governing elections at that time. The question to be used in the voting systems and ballots shall be:

"  FOR       AGAINST

Constitutional amendment requiring limits on property tax increases by local governments."

**SECTION 3.** The State Board of Elections shall certify the results of the referendum conducted under Section 2 of this act. If a majority of votes cast on the question are in favor of the amendment set out in Section 1 of this act, the Secretary of State shall enroll the amendment among the permanent records of that office. If a majority of votes cast on the question are against the amendment set out in Section 1 of this act, the amendment shall have no effect.

**SECTION 4.** If the certification from the State Board of Elections under Section 3 of this act reflects that a majority of votes cast on the question are in favor of the amendment set out in Section 1 of this act, the amendment set out in Section 1 of this act is effective upon certification.

**SECTION 5.** Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 21<sup>st</sup> day of May, 2026.

s/ Phil Berger  
President Pro Tempore of the Senate

s/ Donna McDowell White  
Presiding Officer of the House of Representatives



**GENERAL ASSEMBLY OF NORTH CAROLINA**  
**SESSION 2025**

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**SENATE BILL 889**  
**Second Edition Engrossed 5/6/26**

Short Title: Property Tax Reappraisal Moratorium. (Public)

Sponsors: Senators Berger, Jackson, and Jarvis (Primary Sponsors).

Referred to: Rules and Operations of the Senate

April 29, 2026

A BILL TO BE ENTITLED

1 AN ACT REQUIRING CERTAIN COUNTIES WITH REAPPRAISALS EFFECTIVE AS OF  
2 JANUARY 1, 2026, TO USE A SCHEDULE OF VALUES ADOPTED PRIOR TO THAT  
3 DATE FOR THE 2026-2027 FISCAL YEAR, REQUIRING THOSE COUNTIES TO USE  
4 THE 2026 SCHEDULE OF VALUES FOR 2027-2028 AND FUTURE FISCAL YEARS  
5 UNTIL THE COUNTY'S NEXT GENERAL REAPPRAISAL, AND REQUIRING  
6 COUNTY ASSESSORS TO PAY AN EXAMINATION FEE.  
7

8 The General Assembly of North Carolina enacts:

9 **SECTION 1.(a)** 2026 Taxable Year. – Notwithstanding any provision of law to the  
10 contrary and effective only for the taxable year beginning July 1, 2026, every county (i) with a  
11 population of 15,000 or greater according to the latest federal decennial census and (ii) in which  
12 a reappraisal of real property became effective as of January 1, 2026, shall not use the schedule  
13 of values adopted by the board of county commissioners in accordance with that reappraisal but  
14 shall instead use the schedule of values adopted in accordance with the county's most recent  
15 previous reappraisal effective prior to January 1, 2026.

16 **SECTION 1.(b)** 2027 and Future Taxable Years. – Notwithstanding any provision  
17 of law to the contrary, effective for the taxable year beginning July 1, 2027, every county (i) with  
18 a population of 15,000 or greater according to the latest federal decennial census and (ii) in which  
19 a reappraisal of real property became effective as of January 1, 2026, shall use the schedule of  
20 values adopted by the board of county commissioners in accordance with the January 1, 2026,  
21 reappraisal until the adoption of a new schedule of values pursuant to a future reappraisal by the  
22 county in accordance with G.S. 105-286 and subsection (c) of this section.

23 **SECTION 1.(c)** Base Year Calculation. – Every county to which this section applies  
24 shall be deemed to have conducted its most recent reappraisal effective January 1, 2027, for  
25 purposes of calculating the time for its next general reappraisal of real property under  
26 G.S. 105-286.

27 **SECTION 1.(d)** Property Tax Appeals. – Notwithstanding any provision of law to  
28 the contrary, a taxpayer may appeal the listing or appraisal of real property in accordance with  
29 Subchapter II of Chapter 105 of the General Statutes during the 2026 calendar year for an  
30 appraisal of real property that became effective as of January 1, 2026. A taxpayer that fails to  
31 appeal an appraisal of real property subject to this section during the 2026 calendar year may  
32 appeal the appraisal during the 2027 calendar year as if the appraisal became effective January  
33 1, 2027 provided that the real property is located in a county with a population of 15,000 or  
34 greater according to the latest federal decennial census. A county shall accept an appeal from a  
35 taxpayer subject to this section during the 2027 calendar year, provided that the appeal is  
36 submitted in timely manner for an appraisal that became effective January 1, 2027. Any



1 adjustment made during the appeal process provided for under this section is effective for the  
2 taxable year beginning July 1, 2027.

3 **SECTION 2.** G.S. 105-294 reads as rewritten:

4 "**§ 105-294. County assessor.**

5 ...

6 (b) Qualifications. – Persons who held the position of assessor on July 1, 1971, and  
7 continue to hold the position, and persons who have been certified for appointment as assessor  
8 by the Department of Revenue between July 1, 1971, and July 1, 1983, are deemed to be qualified  
9 to serve as county assessor. Any other person selected to serve as county assessor must meet the  
10 following requirements:

11 ...

12 (5) Pay to the Department of Revenue a fee of twenty dollars (\$20.00) for the  
13 comprehensive examination required under subdivision (4) of this subsection.  
14 Fees collected by the Department under this subdivision shall be applied to  
15 the cost of administering the examination.

16 ...

17 (d) Continuing Education. – In order to retain the position of county assessor, every  
18 person serving as county assessor, including those persons deemed to be qualified under ~~the~~  
19 ~~provisions of this act, this section,~~ shall, in each period of 24 months, attend at least 30 hours of  
20 instruction in the appraisal or assessment of property as provided in ~~regulations~~ rules of the  
21 Department of Revenue.

22 (e) Compensation. – The compensation and expenses of the county assessor shall be  
23 determined by the board of county commissioners.

24 (f) ~~Alternative to separate office of county assessor.~~ Separate Office of County Assessor.  
25 – Pursuant to ~~Act [Article]~~ Article VI, Section 9 of the North Carolina Constitution, the office of  
26 county assessor is hereby declared to be an office that may be held concurrently with any other  
27 appointive or elective office except that of member of the board of county commissioners."

28 **SECTION 3.** Section 1 of this act is effective when it becomes law. Section 2 of this  
29 act becomes effective October 1, 2026, and applies to examinations conducted on or after that  
30 date. The remainder of this act is effective when it becomes law.

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** June 8, 2026  
**SUBJECT:** Proposed FY2027 Budgets  
**PRESENTER:** Town Manager Harris  
**ATTACHMENTS:** FY2026-2027 Proposed Budget Summary  
Proposed Budget Ordinance – General Fund and Fire Fund  
Proposed Budget Ordinance – Water Fund

**COUNCIL ACTION REQUESTED:**

Town Council is asked to consider adopting the proposed FY2027 budgets for the General Fund, Fire Fund and Water Fund.

The following motion is suggested:

*I move the adoption of the Fiscal Year 2026-2027 Budget Ordinance for the General Fund and Special Revenue Fund and the Fiscal Year 2026-2027 Budget Ordinance for the Water Public Enterprise Fund as presented (or with Town Council amendments).*

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town Manager presents the attached budget ordinances for consideration and possible adoption.

Town Council has been thoughtful and engaged in the budget discussions this year with a positive result for the Weaverville community. These budgets attempt to meet the consensus of Town Council gained over the last few budget workshops and have been carefully drafted to balance the expenditures necessary to provide for our growing community with revenues that are lagging behind the growth that we are already experiencing.

It is not lost on staff that the tax rate increase that was necessary to sustain the service delivery expectations and infrastructure needs in Weaverville will be felt deeply by many.

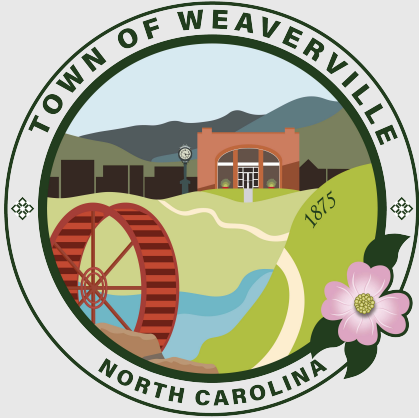
The highlights of the budgets are shown on the attached summary.

**SUMMARY OF FY2027 COMBINED TOWN BUDGET**

General Fund	\$10,932,421
Fire Fund	\$5,113,557
Water Fund	\$4,279,970
<b>Total</b>	<b>\$20,325,948</b>
Tax Rate with Reval	\$0.32
Use of General Fund	\$1.148M
Water Rate	+5%
Use of Water Fund	\$663,568

**Notes:**

- +Full-Time Positions Added = 1 HR Position, 1 part-time Finance/Front Office; 2 Police Officers, 1 Maintenance Tech, 1 WTP Operator
- + COLA = 3%
- +Health Insurance Increase = 8%
- +Vehicles/Equipment Added = PD 4 Patrol Vehicles, PW 2 Ford F-150s & 1 Swaploader, PW Message Board & Arrow Board, Light tower replacement, Security Cameras, PD Drone & Safety Equipment, FD Rescue Equipment, Water Meter Replacements
- +Capital Project Funding =
  - Waterline Replacements
  - WTP Claricone Pipe Insulation
  - Backup generator at High Bluff Tank
  - Stormwater Improvements
  - Playground Resurfacing
- +FD Salaries (recruitable wages)
- +PD Salaries (pay parity)
- +Retention (Holiday) Bonuses
- +PW Living Wages
- + Main Street Lighted Holiday Tree
- +IT Services Increase
- +Water Engineering Services
- +Policy amendments:
  - 2% 401(k) contribution with matching up to 6%
  - Increase paid parental leave from 2 wks to 4 wks
  - Increase starting annual leave from 2 wks to 3 wks



**TOWN OF WEAVERVILLE  
FISCAL YEAR 2026-2027 BUDGET ORDINANCE FOR  
THE GENERAL FUND AND SPECIAL REVENUE FIRE FUND**

**WHEREAS**, N.C.G.S §159-8 requires that the Town of Weaverville appoint a Budget Officer to serve at the will of the governing body and Town Council has and hereby appoints the Town Manager to serve in such capacity; and

**WHEREAS**, in accordance with N.C.G.S. §159-10, departmental budget requests were submitted to the Budget Officer by February 16, 2026, and in accordance with N.C.G.S. §159-11, the Budget Officer submitted the budget message to the Mayor and Town Council on April 13, 2026, which included the tax rate calculated as 31 cents (\$0.31) per \$100 in valuation per the Buncombe County Tax Department’s assessments; and

**WHEREAS**, in accordance with N.C.G.S. §159-12(a), the Budget Officer filed the proposed budget with the Town Clerk on April 14, 2026, and posted the same on the Town's website, and the Town Clerk caused a statement indicating that the proposed budget had been submitted to the governing body and was available for public inspection and that a public hearing on the budget was scheduled for May 18, 2026; and

**WHEREAS**, Town Council, in accordance with N.C.G.S. §159-12(b) and after proper notice under N.C.G.S. §159-12(a), held a public hearing on the proposed budget on May 18, 2026, providing the public with an opportunity to attend and provide comment; and

**WHEREAS**, Town Council has carefully considered the anticipated revenues and expenditures necessary to provide for the provision of municipal services within the Town of Weaverville during the 2026-2027 fiscal year and wishes to adopt this Budget Ordinance which reflects a balanced budget in accordance with N.C.G.S. §159-8, with the sum of estimated net revenues and appropriated fund balances equal to appropriations;

**BE IT, THEREFORE, ORDAINED** by the Town Council for the Town of Weaverville, North Carolina:

**Section 1. General Fund Revenues**

It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

<b>GENERAL FUND REVENUES</b>	
Prior Year Tax Revenue	\$4,000
Ad Valorem Tax Revenue	\$5,993,911
DMV Tax Revenue	\$282,807
Tax Penalties & Interest	\$7,000
Utilities Franchise Tax	\$541,121
Beer & Wine Tax	\$20,000
Powell Bill Distributions	\$165,000
Local Government Sales Tax	\$2,205,679
ABC Store Distribution to Town	\$170,000

Cell Tower Revenue	\$22,300
Miscellaneous Revenue	\$14,000
Interest Earned	\$263,362
Interest Earned-Powell Bill	\$9,000
Zoning Inspections Fees	\$20,000
Facility Use Rental Fees	\$45,000
Parking Enforcement Fees	\$5,000
Sale of Property	\$16,000
Appropriated Fund Balance	\$1,148,241
<b>TOTAL ESTIMATED GENERAL FUND REVENUES</b>	<b>\$10,932,421</b>

**Section 2. General Fund Appropriations**

The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027, in accordance with the departmental units heretofore established for the Town:

<b>GENERAL FUND APPROPRIATIONS</b>	
Governance	\$305,444
Administration	\$1,232,192
Planning & Code Enforcement	\$266,981
Police Department	\$4,068,850
Public Works:	
Streets Division	\$703,247
Powell Bill Division	\$19,607
Sanitation Division	\$816,872
Stormwater Management Division	\$338,604
Grounds Maintenance Division	\$515,003
Recreation / Community Center	\$384,619
Debt Service	\$139,200
Transfer to Fire District Fund	\$2,141,802
<b>TOTAL GENERAL FUND APPROPRIATIONS</b>	<b>\$10,932,421</b>

**Section 3. Special Revenue Fund – Weaverville Fire Department Revenue**

A Special Revenue Fund was established in fiscal year 2021-2022 to account for North Buncombe Fire Tax revenue as well as all expenditures associated with the Town’s fire department, as required by Buncombe County to remain eligible for fire tax revenue. It is estimated that the following revenues will be available in the Special Revenue Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

<b>FIRE DISTRICT FUND REVENUES</b>	
Buncombe County Fire Protection	\$2,970,755
Fire Fees	\$1,000
Transfer from General Fund	<u>\$2,141,802</u>
<b>TOTAL FIRE DISTRICT FUND REVENUES</b>	<b>\$5,113,557</b>

**Section 4. Special Revenue Fund – Weaverville Fire Department Appropriations**

The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Town’s fire department and its activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

<b>FIRE DISTRICT FUND APPROPRIATIONS</b>	
Fire Department	\$4,930,277
Debt Service	<u>\$183,280</u>
<b>TOTAL FIRE DISTRICT FUND APPROPRIATIONS</b>	<b>\$5,113,557</b>

**Section 5. Grant Project Funds**

A Grant Project Fund was established for the FEMA funds and OSBM funds related to Tropical Storm/Hurricane Helene to account for the funds received and spent by the Town on debris removal and other storm-related expenditures.

**Section 6. Ad Valorem Property Taxes**

An *ad valorem* property tax rate of 32 cents (\$0.32) per one hundred dollars (\$100.00) valuation of taxable property, as listed for taxes as of January 1, 2026, is hereby levied and established as the official tax rate for the Town of Weaverville for fiscal year beginning July 1, 2026, and ending June 30, 2027. This tax rate is based upon a total projected valuation of \$1,874,972,128 and an estimated collection rate of 99.9%.

**Section 7. Fee and Rate Schedule**

A fee schedule is adopted by separate ordinance to establish monies receivable by the Town of Weaverville for July 1, 2026, through June 30, 2027.

**Section 8. Pay Plan and Position Classification Plan**

Any Pay Plan or Position Classification Plan adopted by Town Council, and amendments, that are effective for fiscal year beginning July 1, 2026, and ending June 30, 2027, are hereby incorporated into this Budget Ordinance by reference.

**Section 9. County Fire Revenue**

Buncombe County adopted a Countywide Fire Tax effective for this fiscal year and has established a FY2027 County Fire Tax Rate of \$0.1196 per \$100.00 in valuation. The County’s

appropriation to the Town’s Fire Fund Budget as approved in the County’s FY2027 budget is \$2,970,755.

**Section 10. Senate Bill 889**

This budget has been developed based on Buncombe County’s property revaluation that was effective on January 1, 2026. Senate Bill 889 is still pending in the North Carolina General Assembly at the time of adoption and if passed in its current form would require the Town to use property values in place prior to the revaluation. The Town will revise and readopt a budget ordinance to comply with legislative mandates if necessary.

**Section 11. Authorizations & Conditions**

The Town Manager, serving as the Budget Officer for the Town of Weaverville, is hereby authorized to transfer appropriations as contained herein under the following conditions:

- A. This Budget Ordinance defines departments and divisions as follows:

<b>General Fund and Fire Fund Departments:</b>	<b>Divisions:</b>
Governance	
Administration	
Planning Department	
Recreation/Community Center	
Police Department	
Fire Department	
Public Works:	<ul style="list-style-type: none"> <li>• Streets</li> <li>• Powell Bill</li> <li>• Sanitation</li> <li>• Stormwater Management</li> <li>• Grounds Maintenance</li> </ul>

- B. The Budget Officer or their designee is hereby authorized to distribute departmental funds based upon the line-item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
- C. The Budget Officer or their designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
- D. The Budget Officer or their designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
- E. The Budget Officer or their designee may not transfer any amounts between funds, except as a budget amendment approved by the Weaverville Town Council.

F. The Town Manager is hereby designated as the Deputy Finance Officer.

**Section 12. Utilization of Budget Ordinance**

The Budget Ordinance shall be the basis for the financial plan of the Town of Weaverville during the fiscal year beginning July 1, 2026, and ending June 30, 2027. The Budget Officer or their designee shall administer the budget. The accounting system shall establish records which are in consonance with this budget and this ordinance and the appropriate statutes of the State of North Carolina.

**Section 13. Distribution and Documentation**

Copies of this Budget Ordinance shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer to be kept on file by them for direction in the collection of revenues and disbursement of Town funds.

**DULY ADOPTED** this the \_\_\_\_ day of June 2026.

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**Gary D. Lawrence, Mayor**  
**Town of Weaverville**

**ATTEST:**

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**Tamara Mercer, Town Clerk**

**TOWN OF WEAVERVILLE  
FISCAL YEAR 2026-2027 BUDGET ORDINANCE FOR  
THE WATER PUBLIC ENTERPRISE FUND**

**WHEREAS**, N.C.G.S §159-8 requires that the Town of Weaverville appoint a Budget Officer to serve at the will of the governing body and Town Council has and hereby appoints the Town Manager to serve in such capacity; and

**WHEREAS**, in accordance with N.C.G.S. §159-10, departmental budget requests were submitted to the Budget Officer by February 16, 2026, and in accordance with N.C.G.S. §159-11, the Budget Officer submitted the budget message to the Mayor and Town Council on April 13, 2026; and

**WHEREAS**, in accordance with N.C.G.S. §159-12(a), the Budget Officer filed the proposed budget with the Town Clerk on April 14, 2026, and posted the same on the Town's website, and the Town Clerk caused a statement indicating that the proposed budget had been submitted to the governing body and was available for public inspection and that a public hearing on the budget was scheduled for May 18, 2026; and

**WHEREAS**, Town Council, in accordance with N.C.G.S. §159-12(b) and after proper notice under N.C.G.S. §159-12(a), held a public hearing on the proposed budget on May 18, 2026, providing the public with an opportunity to attend and provide comment; and

**WHEREAS**, the Town of Weaverville operates a public water system as a public enterprise fund in accordance with Article 16 of Chapter 160A of the N.C. General Statutes;

**WHEREAS**, Town Council has carefully considered the anticipated revenues and expenditures necessary to operate the Town of Weaverville’s public water system during the 2026-2027 fiscal year and wishes to adopt this Budget Ordinance which reflects a balanced budget in accordance with N.C.G.S. §159-8, with the sum of estimated net revenues and appropriated fund balances equal to appropriations;

**BE IT, THEREFORE, ORDAINED** by the Town Council for the Town of Weaverville, NC:

**Section 1. Water Fund Revenues**

It is estimated that the following revenues will be available in the Water Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

<b>WATER FUND REVENUES</b>	
Water Revenue	\$3,056,435
Miscellaneous Revenue	\$80,000
Water Taps	\$26,250
System Development Fees	\$250,000
Fees for MSD Collection	\$86,990
Interest Earned	\$116,727
Appropriated Fund Balance	\$663,568
<b>TOTAL WATER FUND REVENUES</b>	<b>\$4,279,970</b>

**Section 2. Water Fund Appropriations**

The following amounts are hereby appropriated in the Water Fund for the operation of the Town’s water system for the fiscal year beginning July 1, 2026, and ending June 30, 2027, in accordance with the departmental divisions heretofore established for the Town:

<b>WATER FUND APPROPRIATIONS</b>	
Water Administration	\$593,911
Water Production	\$1,623,186
Water Maintenance	\$1,761,529
Debt Service - General Obligation Bonds	\$207,595
Debt Service - USDA Revenue Bonds	\$93,749
<b>TOTAL WATER FUND APPROPRIATIONS</b>	<b>\$4,279,970</b>

**Section 3. Capital Project Funds**

A Capital Project Fund was first established by ordinance on June 28, 2021, for capital projects associated with the Town’s Water System. This ordinance includes both the Water System Resiliency Project and the Water Treatment Plant Expansion Project and was most recently amended on August 26, 2024. Both projects are underway and budget amendments and transfers will be necessary as each project progresses.

**Section 4. Grant Project Funds**

A Grant Project Fund was established on March 23, 2026, for the US Army Corps of Engineer grant funds related to water system improvements.

**Section 5. Fee and Rate Schedule**

The Town is authorized to set rents, rates, fees, charges, and penalties for its Water Fund pursuant to N.C. Gen. Stat. 160A-314 and has adopted system development fees pursuant to Article 8 of Chapter 162A of the N.C. General Statutes. A fee schedule is adopted by separate ordinance to establish those monies receivable by the Town of Weaverville’s Water Fund for July 1, 2026, through June 30, 2027.

**Section 6. Pay Plan and Position Classification Plan**

Any Pay Plan or Position Classification Plan adopted by Town Council, and amendments, that are effective for fiscal year beginning July 1, 2026, and ending June 30, 2027, are hereby incorporated into this Budget Ordinance by reference.

**Section 7. Authorizations & Conditions**

The Town Manager, serving as the Budget Officer for the Town of Weaverville, is hereby authorized to transfer appropriations as contained herein under the following conditions:

A. This Budget Ordinance defines departments and divisions as follows:

<b>Water Fund Department:</b>	<b>Divisions:</b>
Water:	<ul style="list-style-type: none"> <li>• Water Administration</li> <li>• Water Production</li> <li>• Water Maintenance</li> </ul>

- B. The Budget Officer or their designee is hereby authorized to distribute departmental funds based upon the line-item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
- C. The Budget Officer or their designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
- D. The Budget Officer or their designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
- E. The Budget Officer or their designee may not transfer any amounts between funds, except as a budget amendment approved by the Weaverville Town Council.
- F. The Town Manager is hereby designated as the Deputy Finance Officer.

**Section 8. Utilization of Budget Ordinance**

The Budget Ordinance shall be the basis for the financial plan of the Town of Weaverville during the fiscal year beginning July 1, 2026, and ending June 30, 2027. The Budget Officer or their designee shall administer the budget. The accounting system shall establish records which are in consonance with this budget and this ordinance and the appropriate statutes of the State of North Carolina.

**Section 9. Distribution and Documentation**

Copies of this Budget Ordinance shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer to be kept on file by them for direction in the collection of revenues and disbursement of Town funds.

**DULY ADOPTED** this the \_\_\_\_ day of June 2026.

\_\_\_\_\_  
**Gary D. Lawrence, Mayor**  
**Town of Weaverville**

**ATTEST:**

\_\_\_\_\_  
**Tamara Mercer, Town Clerk**

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** June 8, 2026  
**SUBJECT:** Proposed FY2027 Fee Schedules  
**PRESENTER:** Assistant Town Manager Jackson  
**ATTACHMENTS:** Proposed Fee Schedule Ordinance for General Fund and Fire Fund  
Proposed Fee Schedule Ordinance for Water Fund

**COUNCIL ACTION REQUESTED:**

Town Council adoption of the attached fee schedule ordinances to establish fees for FY2027.

The following motion is suggested:

*I move the adoption of the Fiscal Year 2026-2027 Fee Schedule Ordinance for the General Fund and Fire Fund and the Fiscal Year 2026-2027 Fee Schedule Ordinance for the Water Fund as presented (or with Town Council amendments).*

**DESCRIPTION/SUMMARY OF REQUEST:**

Town staff has been working on updating the fee schedules for the upcoming budget year. The Assistant Town Manager will be at tonight's meeting to discuss these changes with Town Council and to answer any questions.

The changes are highlighted in the materials attached and the following is a brief summary of the proposed changes:

- Fee Schedule for General Fund and Fire Fund
  - Notes that parade entry fees support community programming and events
  - Rounds up the per page copying charge to implement the phaseout of the penny
  - Adds an outsourced copying charge to cover actual costs
  - Adds more detailed hourly charges for Public Works equipment
  - Increases hourly fee for Public Works Department personnel
  - Amends the Fire Code Violation section to comply with NC law for tampering with fire hydrants and interfering with water appliances and meters
  - Notes that fees for zoning map amendments and text amendments are for citizen requested amendments
  - Adds a note that subdivision fees must comply with NC law
  - Increases Curbie recycling fee from \$3.65 to \$3.73 (CPI increase)
  - Adopts symmetrical rounding for all transactions for the phaseout of the penny

- Fee Schedule for Water Fund
  - Increases seasonal disconnect and reconnect fees
  - Notes that Meter Re-Check/Re-Read fees apply only if meter is operational
  - Increases Flow Test Fee for Fire Systems
  - Renames “Disconnect/reconnect fee” to “Nonpayment Processing Fee”
  - Adds hourly charges for Public Works equipment and personnel
  - Changes meter tampering charges to “Interfering with Water Appliances or Meters” and makes other amendments to comply with NC law
  - Adds “Negligent/Reckless Damage to Water System”
  - Simplifies bulk water purchases (same rate)
  - Increases Emergency Water Rate to account for increases to cost of production
  - Adds relocation of existing tap
  - Adds sidewalk cut and repair
  - Amends application fee section to capture administrative time handling requests
  - Notes that irrigation and fire line connections are exempt from system development fees if associated with a domestic water account
  - Increases domestic water rates by 5% per water rate study
  - Consolidates irrigation rates to one rate
  - Increases Fire Line Testing fee
  - Notes that consumption of water off of a fire line related to a leak is not charged if fixed within 30 days
  - Adopts symmetrical rounding for all transactions for the phaseout of the penny

**TOWN OF WEAVERVILLE  
FISCAL YEAR 2026-2027 FEE SCHEDULE ORDINANCE FOR  
THE GENERAL FUND AND SPECIAL REVENUE FIRE FUND**

**WHEREAS**, North Carolina law authorizes Town Council to adopt various fees, rates, fines, and penalties, and Town Council wishes to adopt a fee schedule for Fiscal Year 2026-2027 with an effective date of July 1, 2026;

**NOW THEREFORE, BE IT ORDAINED** by the Town Council for the Town of Weaverville, North Carolina that the following fee schedule shall be effective beginning July 1, 2026:

**Section 1. General Administrative Fees and Miscellaneous Fees**

<b>Returned Check/Bank Draft Fee</b> (G.S. § 25-3-506)	<b>\$25.00</b>
<b>Processing Fees for Electronic Payments</b>	
<i>Direct vendor fees charged through electronic payment vendors - These fees shall automatically be updated should changes be made to the fees charged by vendor and the Town Manager is authorized to amend the adopted Fee Schedule to reflect such changes.</i>	
<b>MyGovHub</b> ( <a href="https://weavervillenc.mygovhub.com">https://weavervillenc.mygovhub.com</a> ) Monthly Utility Billing (Visa, Mastercard, American Express, Discover Card)	<b>\$3.50 flat fee</b>
<b>PaymentUs</b> ( <a href="https://ipn.paymentus.com/rotp/towe">https://ipn.paymentus.com/rotp/towe</a> ) Miscellaneous Payments	<b>2.95% no minimum</b>
<b>Special Event Permit Fees</b>	
Town Sponsored Event	<b>No Charge</b>
Events with No Alcohol	<b>\$300.00</b>
Events with Alcohol	<b>\$600.00</b>
<b>Parade Entry Fee</b> (fees collected support <b>community programming and events</b> )	<b>\$20/entry</b>
<b>Public Records Request Copying Charges</b>	
<i>Applicable postage will be charged for mailing of documents</i>	
8 ½" x 11" black & white single-sided or double-sided hardcopy (per page)	<b>\$0.05</b>
8 ½" x 11" color single-sided hardcopy (per page)	<b>\$0.10</b>
8 ½" x 11" color double-sided hardcopy (per page)	<b>\$0.15</b>
<b>Outsourced Copies</b> (large maps, etc.)	<b>actual cost</b>
Electronic Copies	<b>no charge</b>
<b>Annexation Petition Fee</b> (zoning map amendment fee also applies, see Sec. 5)	<b>\$200.00</b>
<b>Municipal Election Filing Fee</b>	<b>\$20.00</b>
<b>Beer and Wine Privilege Licenses</b>	
Taxes will be assessed for all malt beverage and wine licenses in accordance with and as required by N.C.G.S. § 105-113.77 et seq., as the same may from time to time be amended.	

<b>Hourly Charges for Equipment/Personnel</b>	
<i>Hourly charges are for special event permits (unless Town sponsored or supported), standby/watch services, secondary employment, etc. See also the notes below for secondary employment.</i>	
<b>Equipment</b>	
Pumper Truck	<b>\$150</b>
Ladder Truck	<b>\$220</b>
Ton Truck/Brush Truck	<b>\$35</b>
Command Vehicles	<b>\$30</b>
Tanker	<b>\$40</b>
ATV	<b>\$40</b>
UAV/Drone	<b>\$40</b>
Loader, Backhoe, Street Sweeper/Vacuum, Mini Excavator, Skidsteer	<b>\$75</b>
Dump Truck	<b>\$50</b>
Utility Service Truck	<b>\$25</b>
Equipment Rental	<b>Actual cost</b>
<b>Personnel</b> (see notes below for secondary work)	
Fire Department	<b>\$50</b>
Police Department	<b>\$65</b>
Public Works Department	<b>\$35</b>
The rate for Police Department personnel hired for secondary work is \$65/hour for a four-hour minimum. If there is less than 96 hours' notice, it is \$80/hour. If secondary employment is cancelled within 24 hours, the requester is still responsible for a minimum payment of four hours. Holiday pay can be up to \$90/hour.	
A 4-hour minimum is required for Fire Department personnel hired for secondary work. Minimum staffing for the brush truck, drone, and ATV is two and a minimum staffing of three is required for the engine, ladder, and rescue trucks.	

## Section 2. Fire Department and Code Enforcement Fees

<b>Construction/Operations Permits</b>	<b>\$100</b>
Automatic Fire Extinguishing System	<b>\$100</b>
Compressed Gas Installation	<b>\$100</b>
Fire Alarm and Detection Systems and Related Equipment	<b>\$100</b>
Fire Pumps and Related Equipment	<b>\$100</b>
Flammable and Combustible Liquid Installations	<b>\$100</b>
Hazardous Materials	<b>\$100</b>
Industrial Ovens	<b>\$100</b>
Liquid Propane (LP) Gas	<b>\$100</b>
Private Hydrant System	<b>\$100</b>
Spraying and Dipping Operations	<b>\$100</b>
Standpipe Systems	<b>\$100</b>
Temporary Membrane Structures ( <i>tents, canopies, and air-supported structures</i> )	<b>\$50</b>
Outdoor Event Fire Inspections/200+ square feet Onsite Cooking	<b>\$75</b>
Fuel Dispensing Permit	<b>\$50</b>
Other Required Plan Permit	<b>\$100</b>

<b>Construction Plan Review</b>	
ABC Inspections	<b>\$100</b>
Commercial Kitchen Hood Suppression Systems	<b>\$100</b>
Explosives and Fireworks	<b>\$100</b>
Petroleum Tanks and Related Equipment	<b>\$100</b>
Other Required Plan Review	<b>\$100</b>
<b>Sprinkler/Fire Alarm System Inspections</b>	
Up to 1,000 square feet	<b>\$50</b>
1,0001 – 5,000 square feet	<b>\$100</b>
5,001 – 10,000 square feet	<b>\$150</b>
10,001 – 25,000 square feet	<b>\$200</b>
25,001 – 50,000 square feet	<b>\$250</b>
50,001 – 100,000 square feet	<b>\$300</b>
100,001 – 200,000 square feet	<b>\$350</b>
Over 200,000 square feet	<b>\$400</b>
<b>Code Violations</b>	
Specific Code Violations	<b>\$100</b>
Illegal Burning	<b>\$100</b>
Construction Work/Operations without Permit	<b>\$100</b>
Fire Lane Obstruction/Parking in Fire Lane	<b>\$100</b>
Fire Hydrant Obstruction/Blocking Fire Hydrant	<b>\$100</b>
Nuisance Fire Alarms (3+ in 72 hours; per occurrence beginning with 3 <sup>rd</sup> alarm)	<b>\$100</b>
Tampering with Fire Hydrant (N.C.G.S. §§ 14-160.3 and 14-151) <i>It is illegal to intentionally injure, destroy, remove, vandalize, or tamper with or otherwise intentionally interfere with the operation of a fire hydrant or related fire machinery or equipment and can result in criminal prosecution.</i>	<b>\$TBD</b>
Interfering with Water Appliances or Meters (N.C.G.S § 14-151) <i>Water meters, fire hydrants, waterlines, tank, etc., are the property of the Town of Weaverville and it is unlawful for any person to willfully interfere with the water system by, among other things, obstructing, altering, bypassing, tampering with, injuring, or preventing the action of a meter or other instrument used to measure or register the quantity of water of than the Town and its employees and licensed contractors and can result in civil actions with triple the actual damages/costs or \$5,000, whichever is greater, or criminal prosecution</i>	<b>\$TBD</b>
Violation of provision of Weaverville Code of Ordinances	<b>\$100+</b>
Violations which increase hazard of menace of fire, explosion, or other hazardous condition that may delay, hinder, or interfere with Fire Department operations	<b>\$200+</b>
Violations which delay, hinder, or prevent the egress of occupants of a building on fire and/or other emergency or acts which may prevent the operation of fire and/or life safety devices or systems	<b>\$300+</b>
Violations which delay, hinder, or prevent the egress of occupants during an emergency that caused a fire or increased the severity of a fire, or the	<b>\$500+</b>

commission of any acts that prevented the operation of a fire and/or life safety devices or systems during an emergency	
<b>Hourly Charges for Equipment/Personnel</b>	<b>See Section 1</b>

**Section 3. Police Department and Code Enforcement Fees**

<b>Dangerous Dog Violations</b> <i>(Code Section 4-107)</i>	
Class I	<b>\$250/day</b>
Class II	<b>\$500/day</b>
Class III	<b>\$1,000/day</b>
<b>Unrestrained Dogs</b> <i>(dogs off leash; Code Section 4-80))</i>	<b>\$250</b>
<b>Parks and Recreation Violations</b> <i>(includes vehicles parking on grass/trail)</i>	<b>\$30/day</b>
<b>Parking Violations</b>	
Parked within Handicapped Zone	<b>\$100</b>
Parked within Fire Lane	<b>\$100</b>
Obstructing Traffic	<b>\$100</b>
Blocking Private Driveway	<b>\$100</b>
Parked within 25 feet of Intersection	<b>\$50</b>
Parked in or within 10 of Crosswalk	<b>\$50</b>
Parked within 25 feet of Traffic Sign/Signal	<b>\$50</b>
Double Parked	<b>\$50</b>
Truck Traffic in Restricted Area	<b>\$50</b>
Exceeding Time Limit	<b>\$30</b>
Parked Across Lines	<b>\$30</b>
Exceeding 12 inches from Curb or Street Edge	<b>\$30</b>
All Other Parking Violations	<b>\$30</b>
<b>Parking Permit for Construction, Loading, and Unloading</b> <i>(per parking space; limited to 2 spaces)</i>	<b>\$15/day</b>
<b>Nuisance Security Alarms</b> <i>(3+ in 72 hours; per occurrence beginning with 3<sup>rd</sup> alarm)</i>	<b>\$100</b>
<b>Removal of Traffic Related Signs</b> <i>(including signs, traffic cones, caution tape, barriers, barrels, etc.)</i>	<b>\$300</b>
<b>Road/Park Closure Violations</b> <i>(using streets, sidewalks, parks areas that have been closed)</i>	<b>\$300</b>

<b>Golf Cart Violations</b>	
First Offense	<b>\$50</b>
Second Offense	<b>\$75</b>
Third and Subsequent Offenses	<b>\$100</b>
<b>General Violation of Weaverville Code of Ordinances</b>	<b>\$100 min.</b>
<b>Hourly Charges for Equipment/Personnel</b>	<b>See Section 1</b>

**Section 4. Planning and Zoning and Code Enforcement Fees**

<b>Residential Zoning Permits</b>	
Single Family Dwelling	<b>\$250</b>
Multifamily Dwelling (\$150 plus \$50/dwelling, max \$1,000)	<b>\$300 - \$1,000</b>
Secondary Dwelling	<b>\$150</b>
Addition to Dwelling	<b>\$100</b>
Accessory Structure	<b>\$50</b>
Deck/Porch	<b>\$50</b>
Home Occupation	<b>\$50</b>
Internal Up-Fit/Renovation	<b>\$50</b>
Temporary Structure/Use	<b>\$50</b>
<b>Commercial/Industrial Zoning Permits</b>	
Commercial/Industrial Structure (\$350 + \$0.05/sqft over 2000, max \$1,000)	<b>\$350 - \$1,000</b>
Commercial/Industrial Addition	<b>\$250</b>
Accessory Structure	<b>\$100</b>
Internal Up-Fit/Renovation	<b>\$100</b>
Telecomm. Tower (per location; *subject to the max allowed by law)	<b>\$4,000*</b>
Telecomm. Tower - Co-location, Microcell, Concealed (per location)	<b>\$500</b>
Temporary Structure/Use (annually)	<b>\$100</b>
Mobile Food Vendors:	
Daily Permit	<b>\$25</b>
Annually Permit	<b>\$100</b>
<b>Sign Permits</b>	
Sign Permit Fee (\$50 + fee based on surface area of sign [see below], max \$200)	<b>\$50-\$200</b>
Up to 32 square feet	<b>+\$25</b>
33-64 square feet	<b>+\$50</b>
65-96 square feet	<b>+\$100</b>
97+ square feet	<b>+\$150</b>

<b>Special Use Permit or Related Amendment Fee</b>	<b>\$500</b>
<b>Rezoning/Zoning Map Amendment Fee and Conditional District Zoning Application Fee - Citizen Requested</b>	
Less than 1 acre or accompanied by an annexation petition	<b>\$250</b>
1-3 Acres	<b>\$500</b>
4-9 Acres	<b>\$750</b>
10+ Acres	<b>\$1,000</b>
<b>Text Amendment Fee - Citizen Requested</b>	<b>\$500</b>
<b>Subdivision Fee (N.C.G.S. § 160D-805 applies)</b>	
Minor Subdivision (\$100 + \$25 per lot)	<b>\$100-\$200</b>
Major Subdivision (\$300 + \$25 per lot)	<b>\$300+</b>
<b>Zoning Verification Letter</b>	<b>\$25</b>
<b>Variance, Sidewalk Waiver, and Other Board of Adjustment Matters</b>	<b>\$250</b>
<b>Appeal of and Administrative Decision</b>	<b>No Charge</b>
<b>Fee in Lieu of Sidewalk Construction (or Other Required Work)</b>	<b>TBD</b>
<i>The fee is the amount approved by Town Council based on cost estimates provided and staff recommendation. For sidewalk construction the estimate must be based on the linear feet required and must include surveying, engineering, permitting, grading, materials, installation, finishing, and restoration of the area disturbed, and a 5% contingency</i>	
<b>Nuisance Violation (which requires Town abatement)</b>	<b>\$100</b>
<b>Violation of Weaverville Code of Ordinances</b>	<b>\$100+</b>
<i>Unless otherwise specifically provided in the Town Code, \$100 charge for each separate and district violation, and for each day of continuing violation; additional civil penalties may be assessed pursuant to Town Code or other applicable law</i>	

**Section 5. Public Works and Code Enforcement Fees**

<b>Recycling Fee (included on monthly utility bill)</b>	<b>\$3.73</b>
<i>Direct vendor fees charged by Curbside Management. Fee reflects vendor charge as of July 1, 2026. Additional fees apply for on-premise services requested by customer.</i>	
<b>Solid Waste/Trash Violation</b>	<b>\$50</b>
<b>Construction Debris Violation</b>	<b>\$100+</b>
<b>Public Street Commitment Application Fee</b>	<b>\$200</b>
<b>Street Cut Permit Fee</b>	<b>\$50</b>

<b>Unauthorized Removal of Traffic Related Signs</b> <i>(including signs, traffic cones, caution tape, barriers, barrels, etc.)</i>	<b>\$300</b>
<b>Road/Park Closure Violations</b> <i>(using streets, sidewalks, parks areas that have been closed)</i>	<b>\$300</b>
<b>Hourly Charges for Equipment/Personnel</b>	<b>See Section 1</b>

**Section 6. Facility Use Fees**

*For purposes of this section, "Weekday" is Monday through Thursday, "Weekend" is Friday, Saturday and Sunday, "Resident" is any person residing within the municipal limits of the Town of Weaverville.*

		<b>Resident, Nonprofit, and Employee Rates</b>	<b>Non-Resident and Commercial Rates</b>
<b>Community Center Albert Weaver Room</b>	Deposit	<b>\$500</b>	<b>\$500</b>
	Weekday Hourly	<b>\$25</b>	<b>\$100</b>
	Weekend Hourly	<b>\$50</b>	<b>\$150</b>
	Daily Max	<b>\$500</b>	<b>\$1,500</b>
<b>Community Center Multipurpose Room</b>	Deposit	<b>\$100</b>	<b>\$100</b>
	Weekday Hourly	<b>\$10</b>	<b>\$50</b>
	Weekend Hourly	<b>\$25</b>	<b>\$75</b>
	Daily Max	<b>\$250</b>	<b>\$750</b>
<b>Community Center Whole Building</b>	Deposit	<b>\$500</b>	<b>\$500</b>
	Rate	<b>\$750</b>	<b>\$2,000</b>
<b>Town Hall Community Room</b>	Deposit	<b>\$100</b>	<b>\$100</b>
	Weekday Hourly	<b>\$10</b>	<b>\$20</b>
	Weekend Hourly	<b>\$20</b>	<b>\$30</b>
	Daily Max	<b>\$100</b>	<b>\$200</b>

**Section 7. General Provisions**

- a. Unless otherwise provided, the charge provided for violations is for each separate and distinct violation and is assessed daily if the violation is continuing in nature. Additional civil penalties may be assessed pursuant to Town Code or other applicable law.
- b. If fees listed in the fee schedule differ from a fee assessed in the Weaverville Code of Ordinances or differ between sections within this fee schedule, the higher applies.
- c. Fees that are noted as daily are assessed for the first day of violation and for each subsequent day of continuous violation.
- d. With the phaseout of penny production by the U.S. Mint, the Town of Weaverville has adopted symmetrical rounding for all transactions. The standard rules for adjusting the final total are:

- i. Round Up: If the final digit is 3, 4, 8, or 9 (e.g., \$9.88 rounds to \$9.90, and \$9.93 rounds to \$9.95);
- ii. Round Down: If the final digit is 1, 2, 6, or 7 (e.g., \$9.91 rounds to \$9.90, and \$9.96 rounds to \$9.95).

**DULY ADOPTED** this the \_\_\_ day of June 2026.

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**Gary D. Lawrence, Mayor  
Town of Weaverville**

**ATTEST:**

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**Tamara Mercer, Town Clerk**

**TOWN OF WEAVERVILLE  
FISCAL YEAR 2026-2027 FEE SCHEDULE ORDINANCE FOR  
THE WATER ENTREPRISE FUND**

**WHEREAS**, North Carolina law authorizes Town Council to adopt various fees, rates, fines, and penalties, and Town Council wishes to adopt a fee schedule for Fiscal Year 2025-2026 with an effective date of July 1, 2026;

**NOW THEREFORE, BE IT ORDAINED** by the Town Council for the Town of Weaverville, North Carolina that the following fee schedule of fees, rates, fines, and penalties, shall be effective beginning July 1, 2026:

**Section 1. General, Administrative, and Miscellaneous**

<b>Returned Check/Bank Draft Fee (G.S. § 25-3-506)</b>	<b>\$25</b>
<b>Processing Fees for Electronic Payments</b>	
<i>Direct vendor fees charged through electronic payment vendors - These fees shall automatically be updated should changes be made to the fees charged by vendor and the Town Manager is authorized to amend the adopted Fee Schedule to reflect such changes.</i>	
<b>MyGovHub (<a href="https://weavervillenc.mygovhub.com">https://weavervillenc.mygovhub.com</a>)</b> Monthly Utility Billing (Visa, Mastercard, American Express, Discover Card)	<b>\$3.50 flat fee</b>
<b>PaymentUs (<a href="https://ipn.paymentus.com/rotp/towe">https://ipn.paymentus.com/rotp/towe</a>)</b> Miscellaneous Payments	<b>2.95% no minimum</b>
<b>Account Establishment Service Charge</b>	<b>\$25</b>
<b>Seasonal Disconnect and Seasonal Reconnect Fees – Customer Requested</b> <i>(per occurrence)</i>	<b>\$25</b>
<b>Meter Testing – Customer Requested</b> <i>(charged only if meter is operational)</i>	<b>\$100</b>
<b>Meter Re-Check/Re-Read – Customer Requested</b> <i>(charged only if meter is operational)</i>	<b>\$25</b>
<b>Flow Test Fee for Fire Systems (Sprinkler Systems)</b>	<b>\$100</b>
<b>Nonpayment Processing Fee</b> <i>(for nonpayment; per occurrence)</i>	<b>\$40</b>
<b>Late Payment Fee</b>	<b>\$10</b>
<b>Hourly Charges for Equipment/Personnel</b>	
<i>Hourly charges are for assisting with calculation of actual costs for items such as interference with the water system, negligent/reckless damage to the water system, and all other instances where costs are recoverable under this Fee Schedule</i>	
<b>Equipment</b>	
Loader, Backhoe, Street Sweeper/Vacuum, Mini Excavator, Skidsteer	<b>\$75</b>
Dump Truck	<b>\$50</b>
Utility Service Truck	<b>\$25</b>
Equipment Rental	<b>Actual cost</b>
<b>Personnel</b>	
Public Works Department	<b>\$35</b>

<b>Interfering with Water Appliances or Meters</b> (N.C.G.S § 14-151) <i>Water meters, fire hydrants, waterlines, tank, etc., are the property of the Town of Weaverville and it is unlawful for any person to willfully interfere with the water system by, among other things, obstructing, altering, bypassing, tampering with, injuring, or preventing the action of a meter or other instrument used to measure or register the quantity of water of than the Town and its employees and licensed contractors and can result in civil actions with triple the actual damages/costs or \$5,000, whichever is greater, or criminal prosecution</i>	<b>\$TBD</b>
<b>Negligent or Reckless Damage to Water System</b> <i>Water meters, fire hydrants, waterlines, tanks, etc., are the property of the Town of Weaverville and negligent or reckless damage or injury to any part of the water system can result in assessment of actual costs plus 10% and civil and/or equitable remedies</i>	<b>\$TBD</b>
<b>Water Leak Protection Fees</b> <i>The following monthly fees shall be assessed on all water customers with waterlines that are 2-inches or less in diameter, subject to opt-out provision of the water leak protection policy</i>	
Residential – Single Meter	<b>\$1.25</b>
Commercial – Singe Meter	<b>\$3.45</b>
Commercial – Master Meter	<b>\$6.90</b>
<b>Bulk Water Rates</b> <i>(sold in 500-gallon increments only)</i>	<b>\$25/500 gal</b>
<b>Emergency Water Rates</b> (approximate cost of production + 10%)	<b>\$7.42/1000 gal</b>
<b>Tap Charges and Re-Tap Charges – Customer Requested</b> <i>(certain connections require customer-provided “RPZ”/back-flow prevention devices)</i>	
Less than 1” Meters	<b>\$2,000</b>
1” Meter	<b>\$3,500</b>
1 ½ ” Meter	<b>\$5,000</b>
2” + Meter	<b>\$6,500</b>
<b>Relocation of Existing Tap – Customer Requested</b> <i>(for less than 1” meters only; cost plus 10%, min. \$500)</i>	<b>\$500+</b>
<b>Boring Under Road</b> <i>(up to 2”; if needed)</i>	<b>\$500</b>
<b>Road Cut and Pavement Repair</b> <i>(if needed)</i>	<b>\$500</b>
<b>Sidewalk Cut and Repair</b> <i>(if needed; actual cost incurred)</i>	<b>\$TBD</b>

**Section 2. Domestic Water Line Connections**

<b>Application Fee for Water Availability, Commitment, and Extension Requests</b> <i>(non-refundable; required for all domestic water connections)</i>		
Less than 1" meters (Town Manager approval)		<b>\$50</b>
1" to 2" meters (Town Manager approval)		<b>\$100</b>
Greater than 2" meters and waterline extensions (Town Council approval)		<b>\$300</b>
Renewal Application Fee (for Town Council approved commitments/extensions)		<b>\$100</b>
<b>Water System Availability and Commitment Fees</b>		
<i>For all multi-lot and multi-unit developments, the availability/commitment fee shall apply to each meter to be set based upon connection size, <b>except that for multi-family development with master meters the fee shall be calculated by multiplying the number of residential units proposed by the fee associated with the smallest meter size; charged at issuance of commitment letter/renewal</b></i>		
<b>Meter Size Requested</b>	<b>Inside Town</b>	<b>Outside Town</b>
Less than 1" Meter	<b>\$35</b>	<b>\$70</b>
1" Meter	<b>\$50</b>	<b>\$100</b>
1 ½" Meter	<b>\$100</b>	<b>\$200</b>
2" Meter	<b>\$160</b>	<b>\$320</b>
3" Meter	<b>\$300</b>	<b>\$600</b>
4" Meter	<b>\$500</b>	<b>\$1,000</b>
6" Meter	<b>\$1,000</b>	<b>\$2,000</b>
<b>Water System Development Fees</b>		
<i>Pursuant to N.C.G.S. § 162A-213, System Development Fees are collected prior to issuance of a building permit for each lot associated with a subdivision of land and at time of connection for all other land development. <b>Fire line and irrigation line connections are exempt from system development fees if the lines are associated with a domestic water account.</b></i>		
<b>Size of Connection</b>	<b>Rated Max. Capacity</b>	<b>System Development Fee</b>
Less than 1" Meter	20 gallons	<b>\$2,750</b>
1" Meter	50 gallons	<b>\$6,875</b>
1 ½" Meter	100 gallons	<b>\$13,750</b>
2" Meter	160 gallons	<b>\$22,000</b>
3" Meter	300 gallons	<b>\$44,000</b>
4" Meter	500 gallons	<b>\$68,750</b>
6" Meter	1,000 gallons	<b>\$137,500</b>
<b>Water System Account Deposits</b>		
<i>Residential renter deposits and deposits on commercial accounts will be returned upon 24 months of prompt payment of monthly bills. All other deposits will be returned upon 12 months of prompt payment of monthly bills. Late payment and non-payment may result in a new deposit being required.</i>		
<b>Size of Connection</b>	<b>Inside Town</b>	<b>Outside Town</b>
Less than 1" Meter	<b>\$100</b>	<b>\$200</b>
Residential Renter	<b>\$200</b>	<b>\$200</b>
1" Meter	<b>\$120</b>	<b>\$240</b>
1 ½" Meter	<b>\$200</b>	<b>\$400</b>
2" Meter	<b>\$320</b>	<b>\$640</b>
3" Meter	<b>\$600</b>	<b>\$1,200</b>
4" Meter	<b>\$1,000</b>	<b>\$2,000</b>

<b>Water Rates</b>			
<i>Water bills for domestic water consumption are calculated based on rates per 1,000 gallons of water used on a monthly basis. Different rates apply depending on whether the service location is inside or outside of Town limits.</i>			<i>per 1,000 gallons</i>
<b>Inside Town</b>			
First 3,000 gallons or fraction thereof used monthly			<b>\$11.35</b>
Next 2,000 gallons or fraction thereof used monthly			<b>\$12.10</b>
Next 20,000 gallons or fraction thereof used monthly			<b>\$12.55</b>
Next 175,000 gallons or fraction thereof used monthly			<b>\$13.55</b>
Next 300,000 gallons or fraction thereof used monthly			<b>\$14.70</b>
All usage over 500,000 gallons of fraction thereof used monthly			<b>\$15.75</b>
<b>Outside Town</b>			
First 3,000 gallons or fraction thereof used monthly			<b>\$22.70</b>
Next 2,000 gallons or fraction thereof used monthly			<b>\$24.15</b>
Next 20,000 gallons or fraction thereof used monthly			<b>\$25.10</b>
Next 175,000 gallons or fraction thereof used monthly			<b>\$27.10</b>
Next 300,000 gallons or fraction thereof used monthly			<b>\$29.40</b>
All usage over 500,000 gallons of fraction thereof used monthly			<b>\$31.50</b>
<b>Minimum Monthly Water Charges</b>			
The minimum monthly charge for water service shall be according to the size of the meter through which water is delivered to each customer in accordance with the following schedule			
Meter Size	Min. Monthly Usage	Inside Town	Outside Town
Less than 1" Meter	400 gallons	<b>\$11.35</b>	<b>\$22.70</b>
1" Meter	2,400 gallons	<b>\$71.55</b>	<b>\$143.10</b>
1 ½" Meter	4,480 gallons	<b>\$136.50</b>	<b>\$273.00</b>
2" Meter	7,280 gallons	<b>\$224.00</b>	<b>\$448.00</b>
3" Meter	14,480 gallons	<b>\$460.80</b>	<b>\$921.60</b>
4" Meter	23,400 gallons	<b>\$763.15</b>	<b>\$1,526.30</b>
6" Meter	44,800 gallons	<b>\$1,488.55</b>	<b>\$2,977.10</b>
8" Meter	72,000 gallons	<b>\$2,410.50</b>	<b>\$4,821.00</b>
10" Meter	103,200 gallons	<b>\$3,532.40</b>	<b>\$7,064.80</b>

### Section 3. Irrigation Line Connections

<b>Irrigation Rates</b>		<b>\$22.70/1,000 gal</b>
<b>Minimum Monthly Irrigation Charges</b>		
The minimum monthly charge for irrigation service is based on whether the account is residential or commercial and according to the size of the meter through which water is delivered to each customer in accordance with the following schedule. HOA meters are considered to be commercial.		
Meter Size	Min. Monthly Usage	Min. Monthly Charge
Less than 1" Meter	1,000 gallons	<b>\$22.70</b>
1" Meter	3,600 gallons	<b>\$81.75</b>
1 ½" Meter	6,720 gallons	<b>\$152.55</b>
2" Meter	10,920 gallons	<b>\$247.90</b>

**Section 4. Fire Line Connections**

<b>Monthly Charge for Fire Connection</b>			
<i>All fire line connections on the water system for the Town of Weaverville shall be subject to a monthly charge based on the square inch size of the line at the following rates:</i>			
<i>Inside Town = \$2.60 per square inch per month</i>		<i>Outside Town = \$5.15 per square inch/month</i>	
<i>Fire line charges shall be levied on a monthly basis according to the following schedule with calculations based on the square inch rates noted above:</i>			
<b>Diameter of Line</b>	<b>Square Inch Size</b>	<b>Inside Town</b>	<b>Outside Town</b>
2" or smaller	3.14	<b>\$8.20</b>	<b>\$16.20</b>
3"	7.07	<b>\$18.40</b>	<b>\$36.45</b>
4"	12.56	<b>\$32.70</b>	<b>\$64.70</b>
6"	28.26	<b>\$73.50</b>	<b>\$145.55</b>
8"	50.24	<b>\$130.65</b>	<b>\$258.75</b>
10"	78.50	<b>\$204.10</b>	<b>\$404.30</b>
<b>Consumption of Water from Fire Line</b>			
<i>Fire lines are for fire protection only and not for any other use. If the detector-check valve meter for a fire line shows any consumption note related to fire line testing or firefighting activity a fine will be assessed and added to the monthly fire connection charge. If the customer/owner believes that a fine has been mistakenly charged, the matter should be referred to the Town Manager.</i>			
<b>Fire Line Testing with Town-Issued Work Order</b>			<b>\$100</b>
<b>Firefighting Activity</b>			<b>No Charge</b>
<b>Consumption for Fire Line Leak</b> <i>(requires documentation of repair within 30 days)</i>			<b>No Charge</b>
<b>Any Other Consumption off of a Fire Line</b> <i>(per occurrence; also see "Interfering with Water Appliances or Meters" in Section 1)</i>			<b>\$1,000</b>

**Section 5. General Provisions**

- a. Water System Development Fees are adopted pursuant to Article 8 of Chapter 162A of the N.C. General Statutes and are based on the professional financial analysis conducted and prepared by Willdan Financial Services in 2023.
- b. The rates and charges adopted with this fee schedule are rounded up to the nearest nickel and include a 5% water rate increase as recommended by the Water Rate Study Report prepared by WithersRavenel in 2024.
- c. Differential rates are charged based on whether the water service is located within the corporate limits of the Town of Weaverville ("Inside Town") or outside of those municipal limits ("Outside Town"). Differential rates for irrigation meters are based on whether the use is residential or commercial in nature.
- d. If fees listed in this fee schedule differ from a fee assessed in the Weaverville Code of Ordinances or the Water Customer Service Policy, the higher of the two shall apply.
- e. With the phaseout of penny production by the U.S. Mint, the Town of Weaverville has adopted symmetrical rounding for all transactions. The standard rules for adjusting the final total are:
  - i. Round Up: If the final digit is 3, 4, 8, or 9 (e.g., \$9.88 rounds to \$9.90, and \$9.93 rounds to \$9.95);

ii. Round Down: If the final digit is 1, 2, 6, or 7 (e.g., \$9.91 rounds to \$9.90, and \$9.96 rounds to \$9.95).

**DULY ADOPTED** this the \_\_\_ day of June 2026.

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**Gary D. Lawrence, Mayor**  
**Town of Weaverville**

**ATTEST:**

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**Tamara Mercer, Town Clerk**

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** June 8, 2026  
**SUBJECT:** Proposed FY2027 Pay Plans  
**PRESENTER:** Town Manager Harris  
**ATTACHMENTS:** [PENDING]

**DESCRIPTION/SUMMARY OF REQUEST:**

Town staff have been working on updating the pay plans for FY2027 to include living wages for all and salary ranges that reflect recruitable wages within our area consistent with Town Manager’s recommendation and Town Council’s discussion during the budget process.

Staff will ask Town Council to consider adoption of the pay plans that are under development and are anticipated to be presented at tonight’s meeting.

**COUNCIL ACTION REQUESTED:**

If appropriate, the following motion is suggested:

*I move the adoption of the Fiscal Year 2026-2027 Pay Plans as presented (or with Town Council amendments).*

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** June 8, 2026

**SUBJECT:** Recommended Policy Amendments

**PRESENTER:** Town Manager Harris

**ATTACHMENTS:** Proposed Resolution Amending Personnel Policy, Harassment Policy and Procedures, Workplace Violence Prevention Policy, and Grievance Policy and Procedures

**COUNCIL ACTION REQUESTED:**

Town Council adoption of the attached Resolution amending the Town’s Personnel Policy, Harassment Policy and Procedures, Workplace Violence Prevention Policy, and Grievance Policy and Procedures for clarification and to support recruitment and retention efforts.

The following motion is suggested:

*I move the adoption of the proposed Resolution which amends the Town’s Personnel Policy, Harassment Policy and Procedures, Workplace Violence Prevention Policy, and ratifies an amendment to the Grievance Policy and Procedures made on May 18, 2026.*

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town Manager has been working with the HR Consultant and other staff members to review the Personnel Policy and recommends certain amendments for both clarification and to increase certain employee benefits for recruitment and retention purposes, some of which have been discussed during Town Council’s budget workshops. Clarifications are also recommended for the Harassment Policy and Procedures, Workplace Violence Prevention Policy, and Grievance Policy and Procedures. The changes are highlighted in the materials attached and the following is a brief summary of the proposed changes:

- Personnel Policy
  - Minor changes to Workplace Violence Prevention section (Policy p. 29)
  - Increases annual leave to a minimum of 3 weeks for all employees (Policy p. 32)
  - Clarifies annual leave provisions regarding negative leave balances & payment upon separation (Policy p. 33)
  - Clarifies sick leave provisions regarding negative leave balances and notice of use of sick leave (Policy pp. 34, 35)
  - Modifies provisions concerning maternity/paternity leave and increases paid leave to 4 weeks and expands on procedures (Policy p. 36)
  - Adds automatic 401(k) contribution if funded with budget (Policy p. 42)
  - Adds definition of retaliation to the Harassment Policy (Policy p. 52)

- Makes minor changes in harassment complaint procedures (Policy pp. 53 and 54)
  - Clarifies the disciplinary actions that can be taken based on severity of situation (Policy p. 54)
- Harassment Policy and Procedures
  - Adds definition of retaliation
  - Makes minor changes in harassment complaint procedures
  - Clarifies the disciplinary actions that can be taken based on severity of situation
- Workplace Violence Prevention Policy
  - Adds definition of retaliation
  - Notes that disciplinary action should be congruent with severity of violation
  - Requires that all complaints must be submitted to the Human Resources Officer
- Grievance Policy and Procedures
  - Updates the Manager's name as a contact for general grievances under the policy

The attached proposed amendments have been drafted and are proposed for adoption. A resolution for this purpose is attached for consideration.

**TOWN OF WEAVERVILLE**  
**RESOLUTION AMENDING THE TOWN'S PERSONNEL POLICY, HARASSMENT POLICY**  
**AND PROCEDURES, WORKPLACE VIOLENCE PREVENTION POLICY, AND GRIEVANCE**  
**POLICY AND PROCEDURES**

**WHEREAS**, Part 4 of Article 7 of Chapter 160A of the North Carolina General Statutes sets forth certain requirements and provides certain authority to Town Council regarding its employees and the establishment of policies regarding its employees; and

**WHEREAS**, Weaverville has previously adopted a Personnel Policy and related policies, routinely reviews those policies, and now wishes to adopt new and revised policies regarding personnel and related matters to set forth general guidelines for its employees' conduct and benefits, and to amend other important policies; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF WEAVERVILLE, NORTH CAROLINA, ACTING THROUGH ITS COUNCIL MEMBERS, AS FOLLOWS:**

1. Town Council hereby amends the **PERSONNEL POLICY** as shown in the relevant excerpts attached as Attachment A with changes highlighted.
2. Town Council hereby amends the **HARASSMENT POLICY AND PROCEDURES** as shown on Attachment B with changes highlighted.
3. Town Council hereby amends the **WORKPLACE VIOLENCE PREVENTION POLICY** as shown on Attachment C with changes highlighted.
4. Town Council hereby ratifies the amendment made to the **GRIEVANCE POLICY AND PROCEDURES** on May 18, 2026, to reflect that David Scott Harris is the Town Manager and the contact for general grievances on the policy with the amended policy attached as Attachment D.
5. The Town Manager is hereby directed to continue to maintain a Policy and Procedures Manual which is to include, but is not limited to, all personnel and related policies adopted by Town Council and the Town Manager, and, in accordance with Section 6 of Article I of the Personnel Policy, is directed to continue to develop, maintain and administer such guidelines, policies, and procedures indicated in the Personnel Policy, and to provide copies of those adopted policies to Town Council on an annual basis or upon request.
6. All amendments shall become effective immediately upon adoption.

**ADOPTED** this \_\_\_ day of June, 2026.

\_\_\_\_\_  
**GARY D. LAWRENCE, Mayor**

**ATTEST:**

\_\_\_\_\_  
**TAMARA MERCER, Town Clerk**

**TOWN OF WEAVERVILLE  
PERSONNEL POLICY**



**ADOPTION, EFFECTIVE DATE, AND AMENDMENTS**

This Personnel Policy has been adopted by Town Council and replaces any and all personnel policies previously adopted by the Town. This policy is effective beginning July 1, 2019, and shall be in full force and effect until such time as it is amended or repealed. Amendments to this Personnel Policy can only be made by a majority vote of Town Council.

**ADOPTED BY** the Weaverville Town Council on 17 June 2019;

**AMENDED BY** the Weaverville Town Council on the 27 April 2020, 24 January 2022, 25 July 2022, 18 December 2023, 24 June 2024, 26 August 2024, 23 September 2024, 17 June 2025; and **AMENDED FURTHER** on the \_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN OF WEAVERVILLE**

By: \_\_\_\_\_  
**Gary D. Lawrence, Mayor**

**ATTESTED:**

By: \_\_\_\_\_  
**Tamara Mercer, Clerk**

# **TOWN OF WEAVERVILLE PERSONNEL POLICY**

shall establish policies and procedures related to employee substance abuse in order to ensure the safety and well-being of citizens and employees, and to comply with any federal, state or other laws and regulations. Employees are expected to follow the guidelines, policies and procedures adopted by the Town Manager.

## **Section 14. Disruptions in the Workplace**

The Town has a responsibility to maintain a productive and professional work environment conducive to conducting the Town's business. To that end, employees are expected to keep any workplace disruptions and distractions to a minimum. This includes, but is not limited, personal visits and phone calls, texting and messaging, social media, use of internet for personal purposes, receiving personal mail or packages, charitable solicitations, or other activities that distract an employee or co-workers from the work of the Town. Supervisors will provide feedback to employees on any actions that are becoming distracting.

## **Section 15. Workplace Violence Prevention**

The Town is committed to preventing workplace violence and to maintaining a safe work environment. Behavior that is intended or likely to be perceived as intending to create a fear of bodily harm, actual physical injury, or damage to Town property will not be tolerated **and will be investigated. Those who are found to have engaged** in such behaviors will be held accountable and dealt with in a manner consistent with maintaining a violence-free workplace. The Town shall adopt a policy concerning workplace violence prevention which contains guidelines and procedures to deal with intimidation, harassment or other threats of or actual violence that may occur on-site during work-related activities.

## **Section 16. Weapon-Free Workplace Policy**

It is the policy of the Town to maintain a work environment that is safe for all persons, including employees and the community, and conducive to attaining high work standards. To achieve these objectives, the Town is committed to a strong stand against firearms and weapons in the workplace. It is the Town's policy to maintain a firearms and weapons free workplace and prohibit the possession of firearms and weapons regardless of any license or permit that an individual may have which would otherwise authorize the individual to carry firearms or weapons. A concealed carry permit does not supersede Town policy.

Any employee in violation of this policy will be subject to prompt disciplinary action up to and including dismissal. Except as otherwise provided, all Town employees, are subject to this provision, including contract and temporary employees, visitors and customers on Town property. Qualified law enforcement officers that are carrying out official duties are exempt from this policy.

## **Section 17. Use of Town Vehicles and Equipment**

Operation of a Town vehicle is both a privilege and a responsibility. The Town Manager shall establish and maintain policies and procedures relating to the requirements of

# TOWN OF WEAVERVILLE PERSONNEL POLICY

- (g) **Payment Upon Separation** - At separation all holiday leave accumulated by an employee shall be treated like annual leave and paid out in accordance with those provisions.

### Section 3. Annual Leave

The Town provides all eligible employees with periods of time off for rest and relaxation for the mutual benefit of the employee and the Town.

Annual leave may also be used by employees who wish to observe religious holidays other than those granted by the Town. Employees who wish to use leave for religious observances must request leave from their respective department heads. The department head will attempt to arrange the work schedule so that an employee may be granted annual leave for the religious observance. Annual leave for religious observance may be denied only when granting the leave would create an undue hardship for the Town.

- (a) **Eligible Employees** – All employees, whether full-time or part-time, probationary or regular, are eligible for the accrual and use of annual leave, except for the following employees: elected officials, auxiliary employees (such as relief firefighters and auxiliary law enforcement officers), temporary employees (such as short-term project employees and seasonal workers).
- (b) **Use by Probationary Employees** – Employees serving a probationary period following their initial appointment shall not be permitted to take annual leave during the first six (6) months of the probationary period unless the denial of such leave would create an undue hardship or the leave is agreed upon prior to employment. Any annual leave granted during the probationary period must have the prior approval of the Town Manager.
- (c) **Accrual Rate** – For the purpose of earning and accruing annual leave, the twelve (12) calendar month period between January 1 and December 31 is established as the leave year. Eligible employees shall earn annual leave at the following rate based on total service years on a pay period basis:

Service Time	Accrued Per Year for Employees Hired Prior to 7/1/2019	Accrued Per Year for Employees Hired 7/1/2019 or After
Less than 2 years	10 days	10 days
2 years but less than 10 years	15 days	15 days
10 years but less than 16 years	21 days	20 days
16 years but less than 20 years	27 days	20 days
20+ years	27 days	25 days

The above table represents the number of days that an employee shall accrue annual leave time and is based on each employee's normal scheduled work day (e.g. 4 hours, 7.5 hours, 8 hours, 10 hours, 12 hours, 24 hours), subject to a maximum of 12 hours per day of annual leave. Annual leave shall be converted to an hourly rate of accrual that shall be applied in each payroll period.

## TOWN OF WEAVERVILLE PERSONNEL POLICY

- (d) **Maximum Accumulation** – Annual leave may be accumulated without any maximum between January 1 and December 31 of each calendar year.

Effective the first payroll in the calendar year, any employee with more than 240 hours of accumulated annual leave shall have the excess accumulation converted to sick leave so that only 240 hours of annual leave are carried forward to January 1 of the new calendar year.

Employees are cautioned not to retain excess accumulated annual leave, especially late in the year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted annual leave at any one time. If an employee has excess annual leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having annual leave scheduled or in receiving any exception to the maximum accumulation. In addition, payment for annual leave is capped at 240 hours.

- (e) **Manner of Taking** – Annual leave requests should be submitted in advance to the employee's department head. Employees shall be granted the use of earned annual leave at those times designated by the department head which will least obstruct normal operations of the Town. Department heads shall consider staffing needs in approving annual leave requests. Department heads are responsible for ensuring that approved annual leave does not hinder the effectiveness of service delivery. Annual leave should normally be taken in one hour increments. Employees are expected to keep track of their leave balances and are not allowed to have a negative annual leave balance except as approved by the Town Manager.

- (f) **Payment upon Separation** – An employee who has successfully completed six months of the probationary period and who provides notice to the supervisor and works their normal schedule without use of accrued leave time for at least two weeks in advance of the effective date of resignation unless leave is approved by the Department Head at least two weeks in advance of the effective date of resignation will be paid for annual leave accumulated from prior years of service and/or for unused annual leave accrued in the year of separation, provided however, the total payment for annual leave shall not exceed 240 hours. Any employee failing to give the notice required by this section shall forfeit payment for annual leave. The notice requirement may be waived by the Town Manager when deemed to be in the best interest of the Town. Employees who are involuntarily separated shall receive payment for annual leave accumulated from prior years and/or for unused annual leave accrued in the year of separation, provided, however, the total payment for annual leave shall not exceed 240 hours. Any annual leave advanced to an employee and due to the Town shall be deducted from the employee's final compensation. Any Employee who separates from the Town's service while in his or her initial probationary period is not entitled to payment for any accrued annual leave.

## **TOWN OF WEAVERVILLE PERSONNEL POLICY**

- (g) **Payment upon Death** – The estate of an employee who dies while employed by the Town shall be entitled to payment for annual leave accumulated from prior years of service and/or unused annual leave accrued in the year of the employee’s death, provided, however, the total payment for annual leave shall not exceed 240 hours.
- (h) **Effect of Reinstatement** – Any employee who separates in good standing from Town service and is reinstated may, in the discretion of the Town Manager, receive credit for previous years of service with the Town for purposes of establishing the accrual rate for annual leave. If credit is approved, the total months of previous service time will be added to the employee’s service time at the end of the six-month probationary period.

### **Section 4. Sick Leave**

The Town provides all eligible employees with periods of time off for illness and injury. Sick leave is a privilege granted by the Town and not a right.

- (a) **Eligible Employees** – All employees, whether full-time or part-time, probationary or regular, are eligible for the accrual and use of sick leave, except for the following employees: elected officials, auxiliary employees (such as relief firefighters and auxiliary law enforcement officers), temporary employees (such as short-term project employees and seasonal workers).
- (b) **Accrual Rate** – Sick leave shall accrue at a rate of one (1) workday per month (see Article II for definition of workday) on a pay period basis.
- (c) **Accumulation** – Sick leave is allowed to accumulate for an indefinite period of time and there shall be no maximum number of days that can be accrued. Sick leave may be converted upon retirement for service credit as allowed by the provisions of the North Carolina Local Government Employees’ Retirement System. All sick leave accumulated by an employee shall end and terminate without compensation unless otherwise required by law. Employees are expected to keep track of their leave balances and are not allowed to have a negative sick leave balance except as approved by the Town Manager.
- (d) **No Payment Upon Separation** - At separation all sick leave accumulated by an employee shall end and terminate without compensation unless otherwise required by law.
- (e) **Appropriate Uses of Sick Leave** –
  - (1) Sick leave may be granted for any of the following reasons: sickness, bodily injury, medical or dental examinations or treatment, or exposure to a contagious illness or disease, when continuing work might jeopardize the health of others.
  - (2) Sick leave may be used when an employee must care for a member of his or her immediate family who is ill or injured.

## **TOWN OF WEAVERVILLE PERSONNEL POLICY**

- (3) Sick leave may be used for approved bereavement leave.
- (4) Sick leave may be used to supplement Workers' Compensation Disability Leave both during the waiting period before Workers' Compensation benefits begin, and afterward to supplement the remaining one-third of salary, except that employee may not exceed the regular salary amount using this provision.
- (f) **Notification of Use of Sick Leave** – Employees must notify their immediate supervisor of all requests for sick leave before the leave is taken, ~~if possible, or not later than one (1) hour after the beginning of a scheduled workday for public works and administrative employees. Police and fire employees must notify their supervisor one hour before the start of the shift.~~ As much advance notice as possible under the circumstances should be given and departmental policies may be established to set expectations on how much notice is appropriate. Sick leave may only be taken with the approval of the immediate supervisor.
- (g) **Medical Certification** –
- (1) The employee's department head or the Town Manager may require a statement from a physician, or other acceptable proof, that the employee was unable to report for work as a condition of approving sick leave.
  - (2) At the expiration of an authorized sick leave period, the employee's department head or the Town Manager may require certification of fitness for duty from a physician, or other attending healthcare provider, to determine if the employee is able to resume his or her regular duties.
  - (3) The employee's department head or the Town Manager may require a statement from a physician stating the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a pattern of absenteeism. The employee may be required to submit to such medical examination or inquiry as the department head or Town Manager deems desirable. The department head shall be responsible for the application of this provision to the end that: (i) employees shall not be on duty when they might endanger their own health, the health of other employees, or the public in general; and (ii) there will be no abuse of sick leave privileges.
- (h) **Transfer of Sick Leave from Previous Employer** – The Town will accept sick leave balances either accumulated under a previous employer that participated in the State or Local Government Employees' Retirement System, or accumulated under a sick leave policy adopted by a previous employer if approved by the Town Manager. Upon request of the employee, such sick leave will be transferred to the Town and treated as though it were earned with the Town upon the following conditions:
- (i) Verification of accumulated sick leave must be received in writing from the previous employer;

## TOWN OF WEAVERVILLE PERSONNEL POLICY

- (ii) Verified sick leave will be calculated and accepted in hours rounded to the nearest whole;
- (iii) The total number of hours accepted as transferred will be added to the employee's leave record after completion of the employee's probationary period;
- (iv) Sick leave that was paid out at separation will not be counted;
- (v) Sick leave accumulated under a policy that does not provide an employee with full salary when used for absences from work due to illness or injury will not be counted.

The Town will provide verification of accumulated sick leave for any employee separated from Town employment if requested within three (3) years from the employee's last work day with the Town. The Town is under no obligation to provide documentation of sick leave balances for employees who have been separated from the Town for more than three (3) years.

### **Section 5. Maternity and Paternity Parental Leave**

Full-time employees are eligible for up to two four weeks of paid maternity or paternity leave for the birth, or adoption, or foster care placement of any child that the employee has a continuing parental role with. The two four weeks of paid leave is calculated based on the base pay rate at the time leave is taken and does not include any overtime.

In order to be eligible for paid parental leave, employees must have worked at the Town for 12 months or at least 1,250 hours in the 12-month period preceding the leave request.

Employees must submit parental leave requests to their Department Head with documentation showing eligibility for leave under this section. Department Heads must forward all parental leave requests to the Human Resources Officer. The Town will respond to a leave request within five (5) business days and may require additional documentation supporting the need for leave. The Town and the employee must mutually agree to the schedule before the employee may take parental leave, or any changes needed upon return, including taking time intermittently in combination with any other eligible leave options. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

As a condition of paid parental leave under this section, an employee must agree not to work at any employment during their period of approved parental leave.

During approved parental leave, employees shall maintain all employee benefits, including coverage under any group health insurance policy, unless the employee's coverage would have expired had the employee not been on leave.

### **Section 6. Bereavement Leave**

Full-time and part-time employees are eligible for bereavement leave. An employee who wishes to take time off due to the death of an immediate family member should notify his

# **TOWN OF WEAVERVILLE PERSONNEL POLICY**

## **Section 7. Group Life Insurance**

The Town provides group term life insurance for each regular full-time and regular part-time employee subject to eligibility under the group life insurance contract and subject to the stipulations of that insurance contract.

## **Section 8. Optional Group Insurance Plans**

Upon authorization of the Town Manager or Town Council, the Town may make other optional group insurance plans available to employees at the employee's expense.

## **Section 9. Retirement Benefits**

The Town provides a general retirement plan to help eligible employees achieve future financial security at retirement or permanent disability and to provide financial benefit to an employee's designated beneficiary in the event of his or her death during active employment. The plan used is the North Carolina Local Government Employees' Retirement System (LGERS).

Each employee who is expected to work for the Town more than 1,000 hours annually, or such other amount which triggers a requirement to participate in LGERS, shall, as a condition of employment, enroll as a participant with LGERS on the first day of employment and contribute such amounts as are required by the plan. For such employees participating in LGERS, the Town shall likewise make such contributions as are required by the plan.

Should the Town employ any other individual who is actively receiving retirement benefits under LGERS, continued eligibility to receive retirement benefits is subject to LGERS rules and regulations. It is noted that the Town may employ retired law enforcement officers in a public safety position in a capacity not requiring participation in the LGERS and doing so shall not cause payment to cease to those officers under these benefits.

## **Section 10. Optional Deferred Compensation Benefits**

The Town offers participation in 401(k) and/or 457(b) deferred compensation plans to full-time and part-time employees beginning on the first day of employment through payroll deduction, subject to certain plan eligibility requirements. The Town's **contributions and/or** matching contributions are based on a percentage of salary as designated by Town Council and subject to appropriation within each annual budget. See Section 12 concerning law enforcement officers.

## **Section 11. Death Benefit**

The Town does participate in the death benefits offered through the Local Government Employees' Retirement System. The eligibility for and payout of this benefit will be based on the rules and regulations established by the Local Government Employees' Retirement System.

## TOWN OF WEAVERVILLE PERSONNEL POLICY

- (p) Interfering with work performance.

**Retaliation** – Any adverse action taken against an employee because the employee engaged in a good faith complaint or participated as a witness in an investigation into a harassment policy violation and includes things as extreme as demotion, harassment or unjustified disciplinary action or as seemingly benign as changing work schedules, job duties, compensation or giving negative performance evaluations.

**Sexual Harassment** – Sexual harassment includes:

- (a) Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature;
- (b) Threats or insinuations, either explicitly or implicitly, that an employee's employment, evaluations, wages, advancement, assigned duties, shifts, or any other conditions of employment or career development is dependent upon submission to or rejection of sexual conduct;
- (c) Other sexual harassment which is prohibited in the workplace includes but is not limited to:
  - (1) Engaging in offensive sexual flirtations;
  - (2) Repeatedly requesting a date or for sexual activity;
  - (3) Pressuring or demanding a date or for sexual activity;
  - (4) Making sexual advances or propositions;
  - (5) Engaging in verbal abuse of a sexual nature;
  - (6) Making graphic verbal comments about an individual's body;
  - (7) Using sexually degrading words used to describe an individual;
  - (8) Sharing or displaying pictorial or actual displays of obscenities or sexually suggestive objects or pictures;
  - (9) Making written, verbal, pictorial or nonverbal communications of a sexual nature;
  - (10) Unwelcomed, deliberate, or repeated touching or physical contact (including pinching, patting, rubbing, massaging, or purposefully brushing up against another person);
  - (11) Making or repeating jokes of a sexual nature;
  - (12) Sharing sexually inappropriate images or videos, such as pornography or salacious gifs, with co-workers;
  - (13) Sending suggestive letters, notes or emails;
  - (14) Displaying inappropriate sexual images or posters in the workplace;
  - (15) Telling lewd jokes, or sharing sexual anecdotes;
  - (16) Making inappropriate sexual gestures;
  - (17) Staring in a sexually suggestive or offensive manner, whistling, or cat-calling;

# TOWN OF WEAVERVILLE PERSONNEL POLICY

- (18) Making sexual comments about appearance, clothing, or body parts;
- (19) Asking sexual questions, such as inquiries about someone's sexual history or their sexual orientation or preferences;
- (20) Making offensive comments about someone's sexual orientation or gender identity.

## **Section 4. Confidentiality**

All claims of harassment and related investigations will be kept as confidential as possible. The Town has an obligation to ensure a harassment-free workplace, so confidentiality cannot be guaranteed if it compromises a thorough investigation. Due to the confidential nature of personnel matters, the Town has legal obligations to maintain confidentiality with regard to personnel matters.

## **Section 5. No Retaliation**

Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees.

## **Section 6. Procedure**

All complaints shall be taken seriously and shall be fully investigated. Except as provided in Sections 6 and 7, a complaint under this Section should proceed based on the following procedure:

**Step 1 – Notification of Claim.** Any employee affected by such conduct or is witness to such conduct, whether physical or verbal, should notify their **Supervisor**, Department Head, the Town Manager, or Human Resources Officer as soon as possible. It is preferred that such notification be made in writing, signed and dated by the employee, so as to more easily facilitate an investigation.

**Step 2 – Investigation of Claim.** The Human Resources Officer shall immediately investigate the complaint by interviewing, at a minimum, the complaining employee, the alleged harasser, and any witnesses named by the parties. In the event that the Human Resources Officer is the alleged harasser, the Town Manager **or the Town Manager in conjunction with a third-party consultant**, will conduct the investigation. To effectuate a thorough investigation the Human Resources Officer or Town Manager may seek the advice or assistance of the Town Attorney.

**Step 3 – Report of Investigation.** Upon completion of the investigation of the alleged harassment, the Human Resources Officer shall submit to the Town Manager **or, if appropriate, the Mayor**, a report setting forth the facts of the case and a recommendation for action. All investigative information should be documented in detail. Witness statements should be reviewed and signed by the witnesses.

**Step 4 – Remedial and/or Disciplinary Action.** A finding that an employee harassed another employee or member of the public may lead to a full range of

## **TOWN OF WEAVERVILLE PERSONNEL POLICY**

disciplinary actions including written warnings, required trainings, suspension, demotion, or dismissal depending on the severity of the situation. Any disciplinary action based on the results of the investigation will be handed by the Town Manager or Department Head, as appropriate, under the Disciplinary Policy. Remedial action based on the findings of the investigation may include but are not limited to the following: re-assignment, back pay, promotion, pay adjustments, reinstatement and hiring adjustments.

**Step 5 – Notification of Resolution.** The Human Resources Officer and/or the Town Manager will notify the complainant of the results but in so doing, may not be authorized to share confidential details. To that end, the complainant may only receive a statement that the situation has been handled.

### **Section 7. Complaints Against Mayor, Council Members, Manager or Attorney**

Complaints of harassment against the Town Manager should be made to the Mayor or Town Attorney, complaints of harassment against the Town Attorney should be made to the Mayor or Town Manager, complaints of harassment against the Mayor should be made to the Town Attorney, complaints of harassment against any member of Town Council other than the Mayor should be made to the Mayor or Town Attorney, and in all situations an investigation shall be promptly conducted and appropriate corrective action taken.

### **Section 8. Complaints Against Third-Parties**

The Town can't necessarily control the behavior of citizens, customers, clients, vendors, contractors, and everyone else its employees interact with in their work; however, employees do not have to endure harassment from third parties. Complaints of harassment against a third party should be made to the complainant's Department Head or the Town Manager, and in all situations an investigation shall be promptly conducted and appropriate corrective action taken.

# ATTACHMENT B

## TOWN OF WEAVERVILLE

### HARASSMENT POLICY AND PROCEDURES

#### **Section 1. Purpose and Objectives**

Harassment disrupts the workplace. The Town's goal is to provide a workplace free of tension or unfair treatment based on race, color, religious beliefs or creed, sex (including gender, gender identity, transgender status, or sexual orientation), age, national or ethnic origin (ancestry), disability or genetic information, marital status, pregnancy, military status, or any other characteristic protected under applicable federal or state law.

#### **Section 2. Harassment Prohibited**

Each employee is charged with conducting themselves in a manner which reflects the right of their fellow employees to work in an environment free from harassment. All employees are prohibited from engaging in harassment of any other employee or other persons in the course of or in connection with their employment.

The Town can't necessarily control the behavior of citizens, customers, clients, vendors, contractors, and anyone else its employees interact with in their work; however, employees do not have to endure harassment from third parties. Harassment inflicted on town employees by third parties will not be tolerated.

All management employees have the responsibility and the legal obligation to ensure the provision of a harassment-free workplace.

#### **Section 3. Definitions.**

For the purposes of this policy the following definitions shall apply:

**Harassment** – Harassment includes any unwarranted and unwanted verbal or non-verbal conduct which threatens, intimidates, pesters, annoys, or insults another person, where such conduct has a purpose or effect of creating offensive, intimidating, degrading, or hostile environment or interferes with or adversely affects a person's work. Harassment that is prohibited includes, but is not limited to:

- (a) Making or repeating offensive jokes, slurs, epithets or name calling;
- (b) Physical assaulting or threatening;
- (c) Intimidating;
- (d) Ridiculing or mocking;
- (e) Insulting or putting someone down;
- (f) Displaying offensive objects or pictures;
- (g) Making negative comments about an employee's religious beliefs, or trying to convert them to a certain religious ideology;
- (h) Using racist slang, phrases, or nicknames;
- (i) Remarks about an individual's skin color or ethnic traits;
- (j) Displaying racist drawings or poster that might be offensive to a particular group;
- (k) Making offensive gestures;
- (l) Making offensive reference to an individual's mental or physical disability;
- (m) Offensively talking about negative racial, ethnic, or religious stereotypes;

## TOWN OF WEAVERVILLE HARASSMENT POLICY AND PROCEDURES

- (n) Sharing inappropriate images, videos, emails, letters or notes;
- (o) Making derogatory age-related comments;
- (p) Interfering with work performance.

**Retaliation** – Any adverse action taken against an employee because the employee engaged in a good faith complaint or participated as a witness in an investigation into a harassment policy violation and includes things as extreme as demotion, harassment or unjustified disciplinary action or as seemingly benign as changing work schedules, job duties, compensation or giving negative performance evaluations.

**Sexual Harassment** – Sexual harassment includes:

- (a) Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature;
- (b) Threats or insinuations, either explicitly or implicitly, that an employee's employment, evaluations, wages, advancement, assigned duties, shifts, or any other conditions of employment or career development is dependent upon submission to or rejection of sexual conduct;
- (c) Other sexual harassment which is prohibited in the workplace includes but is not limited to:
  - (1) Engaging in offensive sexual flirtations;
  - (2) Repeatedly requesting a date or for sexual activity;
  - (3) Pressuring or demanding a date or for sexual activity;
  - (4) Making sexual advances or propositions;
  - (5) Engaging in verbal abuse of a sexual nature;
  - (6) Making graphic verbal comments about an individual's body;
  - (7) Using sexually degrading words used to describe an individual;
  - (8) Sharing or displaying pictorial or actual displays of obscenities or sexually suggestive objects or pictures;
  - (9) Making written, verbal, pictorial or nonverbal communications of a sexual nature;
  - (10) Unwelcomed, deliberate, or repeated touching or physical contact (including pinching, patting, rubbing, massaging, or purposefully brushing up against another person);
  - (11) Making or repeating jokes of a sexual nature;
  - (12) Sharing sexually inappropriate images or videos, such as pornography or salacious gifs, with co-workers;
  - (13) Sending suggestive letters, notes or emails;
  - (14) Displaying inappropriate sexual images or posters in the workplace;
  - (15) Telling lewd jokes, or sharing sexual anecdotes;
  - (16) Making inappropriate sexual gestures;

# TOWN OF WEAVERVILLE

## HARASSMENT POLICY AND PROCEDURES

- (17) Staring in a sexually suggestive or offensive manner, whistling, or cat-calling;
- (18) Making sexual comments about appearance, clothing, or body parts;
- (19) Asking sexual questions, such as inquiries about someone's sexual history or their sexual orientation of preferences;
- (20) Making offensive comments about someone's sexual orientation or gender identity.

### **Section 4. Confidentiality**

While the identity of the complainant will be protected, The Town has an obligation to ensure a harassment-free workplace, so confidentiality cannot be guaranteed if it compromises a thorough investigation.

### **Section 5. No Retaliation**

Employees and others making complaints of harassment are protected against retaliation from alleged harassers or other employees.

### **Section 6. Complaints Against Employees**

All complaints against employees shall be taken seriously and shall be fully investigated. Consistent with Article XI of the Town's Personnel Policy, a complaint under this Section should proceed based on the following procedure, except as provided in Section 7 below:

**Step 1 – Notification of Claim.** Any employee affected by such conduct or is witness to such conduct, whether physical or verbal, should notify their Supervisor, Department Head, the Town Manager, or Human Resources Officer as soon as possible. It is preferred that such notification be made in writing, signed and dated by the employee, so as to more easily facilitate an investigation.

**Step 2 – Investigation of Claim.** The Human Resources Officer shall immediately investigate the complaint by interviewing, at a minimum, the complaining employee, the alleged harasser, and any witnesses named by the parties. In the event that the Human Resources Officer is the alleged harasser, the Town Manager or the Town Manager in conjunction with a third-party consultant will conduct the investigation. To effectuate a thorough investigation the Human Resources Officer or Town Manager may seek the advice or assistance of the Town Attorney.

**Step 3 – Report of Investigation.** Upon completion of the investigation of the alleged harassment, the Human Resources Officer shall submit to the Town Manager or, if appropriate, the Mayor, a report setting forth the facts of the case and a recommendation for action. All investigative information should be documented in detail. Witness statements should be reviewed and signed by the witnesses.

**Step 4 – Remedial and/or Disciplinary Action.** A finding that an employee harassed another employee or member of the public may lead to a full range of

**TOWN OF WEAVERVILLE  
HARASSMENT POLICY AND PROCEDURES**

disciplinary actions **including written warnings, required trainings, suspension, demotion, or dismissal depending on the severity of the situation.** Any disciplinary action based on the results of the investigation will be handled by the Town Manager **or Department Head, as appropriate,** under the Disciplinary Policy. Remedial action for the claimant based on the findings of the investigation may include but are not limited to the following: re-assignment, back pay, promotion, pay adjustments, reinstatement and hiring adjustments.

**Step 5 – Notification of Resolution.** The Human Resources Officer and/or the Town Manager will notify the complainant of the results but in so doing, may not be authorized to share confidential details. To that end, the complainant may only receive a statement that the situation has been handled.

**Section 7. Complaints Against Mayor, Council Members, Manager or Attorney**

Complaints of harassment against the Town Manager should be made to the Mayor or Town Attorney, complaints of harassment against the Town Attorney should be made to the Mayor or Town Manager, complaints of harassment against the Mayor should be made to the Town Attorney, complaints of harassment against any member of Town Council other than the Mayor should be made to the Mayor or Town Attorney, and in all situations an investigation shall be promptly conducted and appropriate corrective action taken.

**Section 8. Complaints Against Third-Parties**

Complaints of harassment against a third party should be made to the complainant’s Department Head or the Town Manager, and in all situations an investigation shall be promptly conducted and appropriate corrective action taken. Any third party found to be in violation of this policy risks criminal prosecution and civil actions, as appropriate.

**Section 9. Adoption and Effective Date**

This policy has been adopted by Town Council and is effective upon adoption and shall be in full force and effect until such time as it is amended or repealed.

**ADOPTED BY** the Weaverville Town Council on the \_\_\_\_ day of June, 2026.

**TOWN OF WEAVERVILLE**

By: \_\_\_\_\_  
**Gary D. Lawrence, Mayor**

**ATTESTED:**

By: \_\_\_\_\_  
**Tamara Mercer, Clerk**

# ATTACHMENT C

## TOWN OF WEAVERVILLE WORKPLACE VIOLENCE PREVENTION POLICY AND PROCEDURES

### Section 1. Purpose and Objectives

The safety and wellbeing of the Town's employees, customers, and visitors is important. The Town is committed to preventing workplace violence and to maintaining a safe environment in which to work and for the public to transact business with the Town.

The Town has adopted the following guidelines and procedures to deal with disruptive, threatening and violent behavior that may occur on-site or when conducting business on behalf of the Town.

### Section 2. Definitions

**Disruptive behavior** – Includes yelling, using profanity, waving arms and/or fists, verbally abusing others, and refusing reasonable requests for identification.

**Retaliation** – Any adverse action taken against an employee because the employee engaged in a good faith complaint or participated as a witness in an investigation into a workplace violence violation and includes things as extreme as demotion, harassment or unjustified disciplinary action or as seemingly benign as changing work schedules, job duties, compensation or giving negative performance evaluations.

**Threatening behavior** – Includes physical actions short of actual contact or injury (moving aggressively into another's personal space), general oral or written threats to people or property ("You better watch your back." "I'll get you."), and implied threats ("You'll be sorry." "This isn't over.").

**Violent behavior** – Includes any physical assault, with or without weapons; behavior that a reasonable person would interpret as being potentially violent (throwing things, pounding one's fist on a desk or door, or destroying property), or specific threats to inflict physical harm, (a threat to shoot a specific person: "I'm going to shoot you, Eustis.")

### Section 3. Disruptive, Threatening, and Violent Behavior Prohibited

The Town prohibits: (1) disrupting, interfering, or preventing the normal work functions or activities; (2) making physical or verbal threats; and (3) endangering the health or safety of any individual.

Threats, threatening behavior or acts of violence against employees, clients, visitors or others while on the Town's property, conducting business or receiving services from the Town will not be tolerated and will result in disciplinary action **congruent with the severity of the violation.**

All employees, customers, vendors, business associates, and citizens of the Town should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay", **bullying**, or any other conduct that may be dangerous to others.

# **TOWN OF WEAVERVILLE WORKPLACE VIOLENCE PREVENTION POLICY AND PROCEDURES**

Town equipment and/or resources may not be used to threaten, stalk, or harass anyone at the workplace or outside of the workplace.

The Town treats threats coming from an abusive personal relationship as it does any other forms of violence.

## **Section 4. Reporting and Investigation**

Employees must report disruptive, threatening, and/or violent behavior in a timely manner to their **Supervisor, Department Head, Human Resources Officer, Town Manager, or Police Chief. In all cases the Human Resources Officer shall be notified.** Employees should timely report to their supervisor or any of the people mentioned above other behaviors that may indicate the potential for a violent act to be committed, including suspicious individuals or activities. Failure to report can jeopardize your continued safety, the safety of co-workers and the safety of the general public.

The Town will promptly and thoroughly investigate all reports of disruptive, threatening or violent behavior and suspicious individuals or activities.

The identity of the individual making a report will be protected to the extent possible.

Retaliation against employees making good faith reports of violence, threats or suspicious individuals or activities is strictly prohibited.

In order to maintain workplace safety and the integrity of its investigation, the Town may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

## **Section 5. Violations**

Any employee found to be in violation of this policy will be subject to prompt disciplinary action, from a verbal or written warning, up to and including dismissal, and criminal prosecution and civil actions, as appropriate based on the severity of the threat. In extreme instances of "unlawful conduct" this may also include initiating a no-contact order under the Workplace Violence Prevention Act (NCGS § 95-260, et seq.), as appropriate.

Any non-employee found to be in violation of this policy risks criminal prosecution and civil actions, including no-contact orders under the Workplace Violence Prevention Act (NCGS § 95-260, et seq.), as appropriate.

## **Section 6. Adoption and Effective Date**

This policy has been adopted by Town Council and is effective upon adoption and shall be in full force and effect until such time as it is amended or repealed.

**TOWN OF WEAVERVILLE  
WORKPLACE VIOLENCE PREVENTION POLICY  
AND PROCEDURES**

**ADOPTED BY** the Weaverville Town Council on the \_\_\_\_ day of June, 2026.

**TOWN OF WEAVERVILLE**

By: \_\_\_\_\_  
**Gary D. Lawrence, Mayor**

**ATTESTED:**

By: \_\_\_\_\_  
**Tamara Mercer, Clerk**

# ATTACHMENT D

## TOWN OF WEAVERVILLE GRIEVANCE POLICY AND PROCEDURES

### Section 1. Policy

It is the policy of the Town to provide a just procedure for the presentation, consideration, and disposition of grievances of citizens or other non-employees. The purpose of this policy is to outline a grievance procedure and to assure the public that a response to their complaints and grievances will be prompt and fair.

### Section 2. Definition

**ADA** – Collectively the Americans with Disabilities Act and the Americans with Disabilities Act Amendment Act

**Grievance** – A grievance is a claim or complaint of a citizen or customer of the Town, or member of the public against the Town or any of its officials or employees, including, but not limited to, claims or complaints alleging discrimination, harassment, retaliation, improper or unlawful activity, Title VI civil rights discrimination, ADA accessibility issues, failure to provide services, or access to services, violations of Town policies, excessive or improper imposition of fees.

**Title VI** – Title VI of the Civil Rights Act of 1964

### Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- (a) Providing the public with a procedure by which their complaints can be considered promptly and fairly;
- (b) Promoting better understanding of the Town's policies, practices, and procedures;
- (c) Increasing confidence that Town services are being delivered in accordance with established, fair, and uniform policies and procedures;
- (d) Encouraging conflicts to be resolved between the Town and the public in order to foster good relationships; and
- (e) Creating an environment free of continuing conflicts, disagreements, and negative feelings about the Town or its leaders in order to allow for better public relations and provision of municipal services.

### Section 4. Procedure

When a member of the public has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by the aggrieved person shall be considered to be the step at which the grievance is resolved. In all cases the Town Manager's decision shall be the final decision.

- (a) **Informal Resolution** – Prior to the submission of a formal grievance, the aggrieved person and Town employee should meet to discuss the problem and

# TOWN OF WEAVERVILLE

## GRIEVANCE POLICY AND PROCEDURES

seek to resolve it informally. Either the aggrieved person or Town employee may involve the respective Department Head as a resource to help resolve the grievance.

(b) **Formal Resolution** – If an informal resolution is not achieved then the following procedures shall be utilized with written documentation made at each step. For grievances involving ADA or Title VI civil rights issues, the respective coordinators will serve as the Department Head in the following steps (see Sections 5 and 6 below).

**Step 1** – If no resolution to the grievance is reached informally, the aggrieved person who wishes to pursue a grievance shall present the grievance to the appropriate Department Head in writing. The Department Head shall respond to the grievance within 10 calendar days after receipt of the grievance. The Department Head should, and is encouraged to, consult with any employee of the Town in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the Department Head is required to cooperate to the fullest extent possible. The response shall explain the position of the Town and offer options for substantive resolution of the complaint.

**Step 2** – If the grievance is not resolved to the satisfaction of the citizen at the end of Step 1, the aggrieved person may appeal, in writing, to the Town Manager within 10 calendar days after receipt of the response from Step 1. The Town Manager shall meet with the aggrieved person to discuss the complaint and possible resolutions. Within 10 calendar days of the meeting the Town Manager will respond in writing with a final resolution of the complaint.

The Town reserves the option, but not the requirement, to obtain a neutral outside party to provide mediation between the aggrieved person and the Town. Such parties might consist of attorneys trained in mediation, mediators, or other parties appropriate to the situation.

In all cases the Town Manager's decision shall be the final decision. The Town Manager shall notify the Mayor and Town Council of any impending legal action.

### **Section 5. Grievances Related to the Americans with Disabilities Act (ADA) or Title VI Civil Rights Discrimination**

Complaints concerning discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Town should be sent to the ADA Coordinator who shall serve as the Department Head in the formal grievance steps set out herein if an informal resolution cannot be reached. Where appropriate, responses and resolutions shall be provided in a format that is accessible to the aggrieved person.

Complaints concerning discrimination on the basis of race, color, national origin, sex, age, or disability, in the provision of services, activities, programs, or benefits by the Town should be sent to the Civil Rights Coordinator who shall serve as the Department Head in the formal grievance steps set out herein if an informal resolution cannot be reached.

# TOWN OF WEAVERVILLE GRIEVANCE POLICY AND PROCEDURES

Complaints involving the ADA Coordinator or the Civil Rights Coordinator can be made directly to the Town Manager.

## **Section 6. Contact Information for Submitting Grievances**

The following contact information can be used to submit a grievance:

<b><u>GENERAL GRIEVANCES</u></b>	<b><u>ADA GRIEVANCES</u></b>	<b><u>TITLE VI CIVIL RIGHTS GRIEVANCES</u></b>
David Scott Harris Town Manager 30 South Main Street Weaverville, NC 28787 (828)645-7116 coordinator@weaverville.org	Jennifer Jackson ADA Coordinator 30 South Main Street Weaverville, NC 28787 (828)645-7116 coordinator@weaverville.org	Jennifer Jackson Civil Rights Coordinator 30 South Main Street Weaverville, NC 28787 (828)645-7116 coordinator@weaverville.org

## **Section 7. Adoption and Effective Date**

This policy has been amended and restated by Town Council, is effective immediately, and shall be in full force and effect until such time as it is amended or repealed.

**ADOPTED BY** the Weaverville Town Council on the 27th day of April, 2020 and  
**AMENDED** on the 18<sup>th</sup> day of May, 2026.

**TOWN OF WEAVERVILLE**

By:   
**GARY D. LAWRENCE**, Mayor

**ATTESTED:**

By:   
**TAMARA MERCER**, Town Clerk