

2 x 2 Meeting * Duncan McDonald House
June 26, 2024 @ 9:00 AM



A. AGENDA TOPICS

1. **PARTF Grant**

Inform the BOC of future funding opportunities for Phase III of the Downtown Park. Recap the Park Master Plan and how it is essential for this process.

[PARTF Downtown Park 2025 June Update DS](#)

[Presentation PARTF Downtown Park 2025 June Update DS](#)

2. **Trail Grant**

Inform the BOC of future funding opportunities for 12-mile Creek/ CTT Greenway. This grant would focus on connecting Town Creek Park to Mill Bridge Greenway and HC Nesbit Park. The 12-mile Creek feasibility study will support this effort.

[Presentation Great trails State grant June- updated 6.26.24](#)

3. **Text Amendment - Code Enforcement for Commercial Vehicles**

[Commercial Vehicle Supplemental Information](#)

[Sec. 66 21. Trucks, Tractors, Trailers, Motorcoaches, and the like Final Changes](#)

4. **Food Truck Update**

As of Tues, June 18, staff has met with Mary O'Neill's and Great Wagon Road Distillery to discuss concerns and solutions regarding a Food Truck/Limited Time Parking space on N Church Street. Staff has attached notes from both meetings to the agenda.

Engineering will continue to investigate alternative layouts to add more parking on Church St, in addition to adding more ADA spaces in downtown. Business Development staff will schedule a meeting with Mary O'Neill's and GWR after alternative layouts for N Church St have been considered.

Staff is seeking input from the board on the next steps.

[GWR Meeting Recap](#)

[Mary O'Neill's Meeting Recap](#)

5. **Waxhaw Parkway East & West Project Update**

Staff will be providing a brief update on the Waxhaw Parkway - there may be limited details until a full response is received from the Charlotte Regional Transportation Planning Organization (CRTPO).

B. BONUS ITEMS

1. **Duran Parking Lot**

Staff has redesigned the layout of the lot at NC16 and Price St to save trees, while also providing 35 parking spaces. Estimate to improve the lot is \$40,000-45,000. Staff is proposing a lease amount of \$200/space or \$7,000/year.

[Duran Lot Cost Estimate](#)

[Parking Agreement - Duran](#)

[Duran Layout Layout](#)

2. **Enhancing Efficiency and Maximizing Resources Policy**
[Cost Cutting Policy Draf EEMRt.ver2](#)



Parks & Recreation
North Carolina Parks and Recreation Trust Fund Grant
Dena Sabinske, Director Parks & Recreation





Parks and Recreation Trust Fund (PARTF)

Waxhaw Downtown Park Connectivity and Shade Project

Next phase of the Downtown Park - Connectivity and Shade

The Why: Vetting out the probability of pursuing a PARTF Grant 2025

The scope for data collection for the PARTF Grant can take 6 to 9 months. During this time, we will update the cost analysis for each amenity and gather the information for the grant application. The process takes time and effort; staff must program it into their work schedule. There is a possibility of using outside technical support if we hit roadblocks.

Downtown Park Master Plan prioritizes the list (Citizen feedback through the Master plan process). These amenities were postponed because of budget concerns at the time of construction.

- 1) to provide Shade in the Playground, Flex Court, and Amphitheater (seating shade)
- 2) to provide connectivity to our Neighbors off Brevard Street (that connect to the New Learning Center)
- 4) Amphitheater Roof



Parks and Recreation Trust Fund (PARTF)

Waxhaw Downtown Park Connectivity and Shade Project

The priority is established from the Downtown Park Master Plan, which was updated to the Strategic Master plan for future phasing. We have preliminary cost associated with each amenity from the BID process.

Updating the Strategic Master Plan 2024-25* : Waxhaw Downtown Park- (neighborhood park)

Currently, the park has a playground, pump track, amphitheater, nature play area, nature stream, event lawns, shelters, picnic pods, walking paths, Hobbit home, and public art.

Phase 1 - Shade structures for Playground, Flex Court, and Amphitheater-seating area (Fitness already being provided from P&R Operating Budget FY24)

Phase 2 - Brevard PED Connection

Phase 3 - David G. Barnes PED Connection to Downtown Park

Phase 4 - Amphitheater roof

Phase 5 - Sound system

Phase 6 - Add Additional Public art

Phase 7 - Automatic gate



Parks and Recreation Trust Fund (PARTF)

Waxhaw Downtown Park Connective and Shade Project

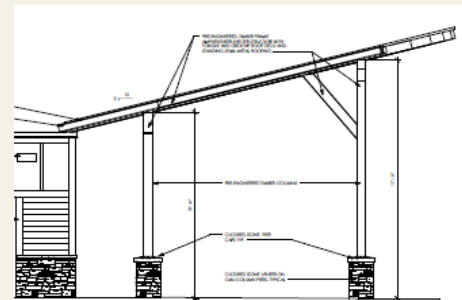
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+/--\$200K



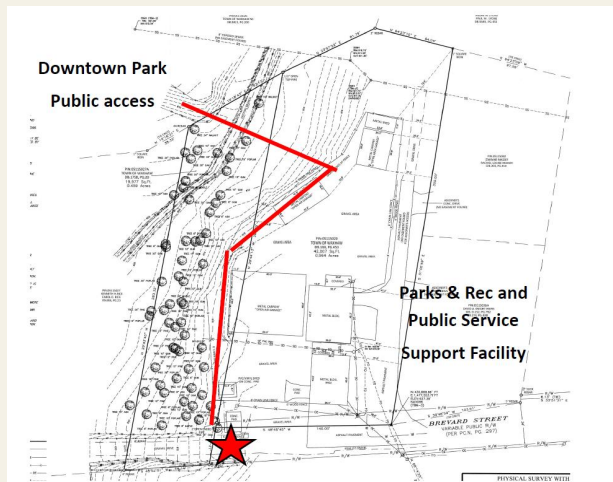
+/--\$250K



+/--\$300K



+/--\$125K



+/--\$300K



Parks and Recreation Trust Fund (PARTF)

Waxhaw Downtown Park Connective and Shade Project

Timeline:

- Announcement/ NOFO- November 2024- Kick-off meeting
- The application will be released Fall 2024
- **Updated Waxhaw Park Master Plan survey completed by February 2025 * Flash Vote*
- Application Review Deadline March 2025
- March- April BOC dedicated funding support (vote)
- Application Due May 2025
- Selecting Grant Recipient Late Summer/Early Fall 2025
- **Award Notification November-December 2025 (sign the agreement)*
- ** December 2025- February 2026 (BIB/Construction/timeline)*

Request:

Move forward with the NC PARTF Grant application with the knowledge that the grant match is 50% of the project up to \$500K for a 1-million-dollar project.

Note: this project has the potential to be over one million-dollar (we will gather cost analysis to help with decision-making)

A parallel request is to advocate with a state earmark for the match.

Parks & Recreation- **mission** of the department is to provide recreational, educational, and cultural opportunities that promote a healthy lifestyle and excellent quality of life in a safe environment for citizens of all ages, means, and abilities.

Questions?



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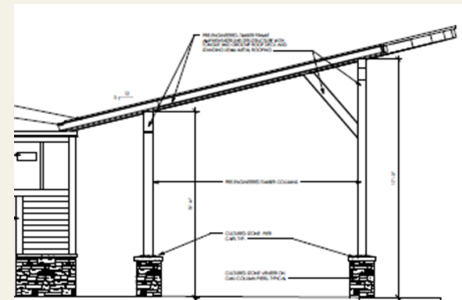
+/- \$200K



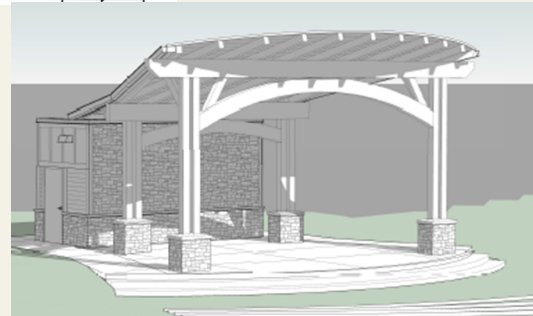
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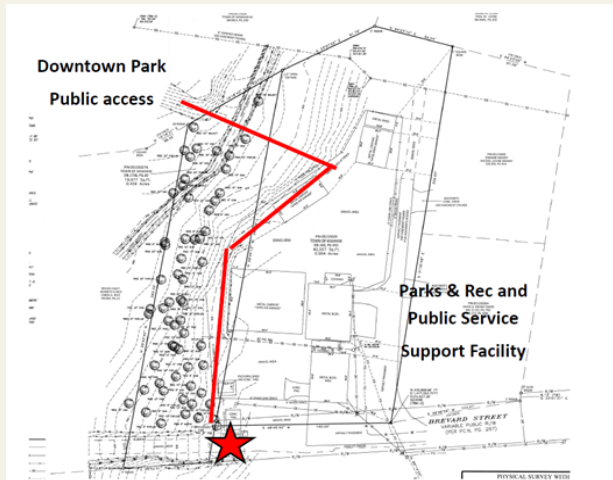
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Questions?



Grant Committee & Parks & Recreation
Great Trail State Program Grant
Will Cramton – Admin Intern and
Robin Viar- Parks & Rec. Admin Manager





Great Trails State Program Grant

12-mile Creek Greenway Installation Grant

Mission

The Great Trails State Program (GTSP) provides funding for the new trail development and extension of existing trails within the state of North Carolina. There will be one grant cycle distributing the full \$25 million dollars in non-recurring funds.

Scope

We intend to apply for a construction grant with the GTSP. We have worked with the Great Trails Coalition; this is the group mostly responsible for lobbying and funding for this grant, and we showed support by participating in 2023 Year of the Trail monthly events.



Great Trails State Program Grant

12-mile Creek Greenway Installation Grant

Overview of project

Project List (in priority order)

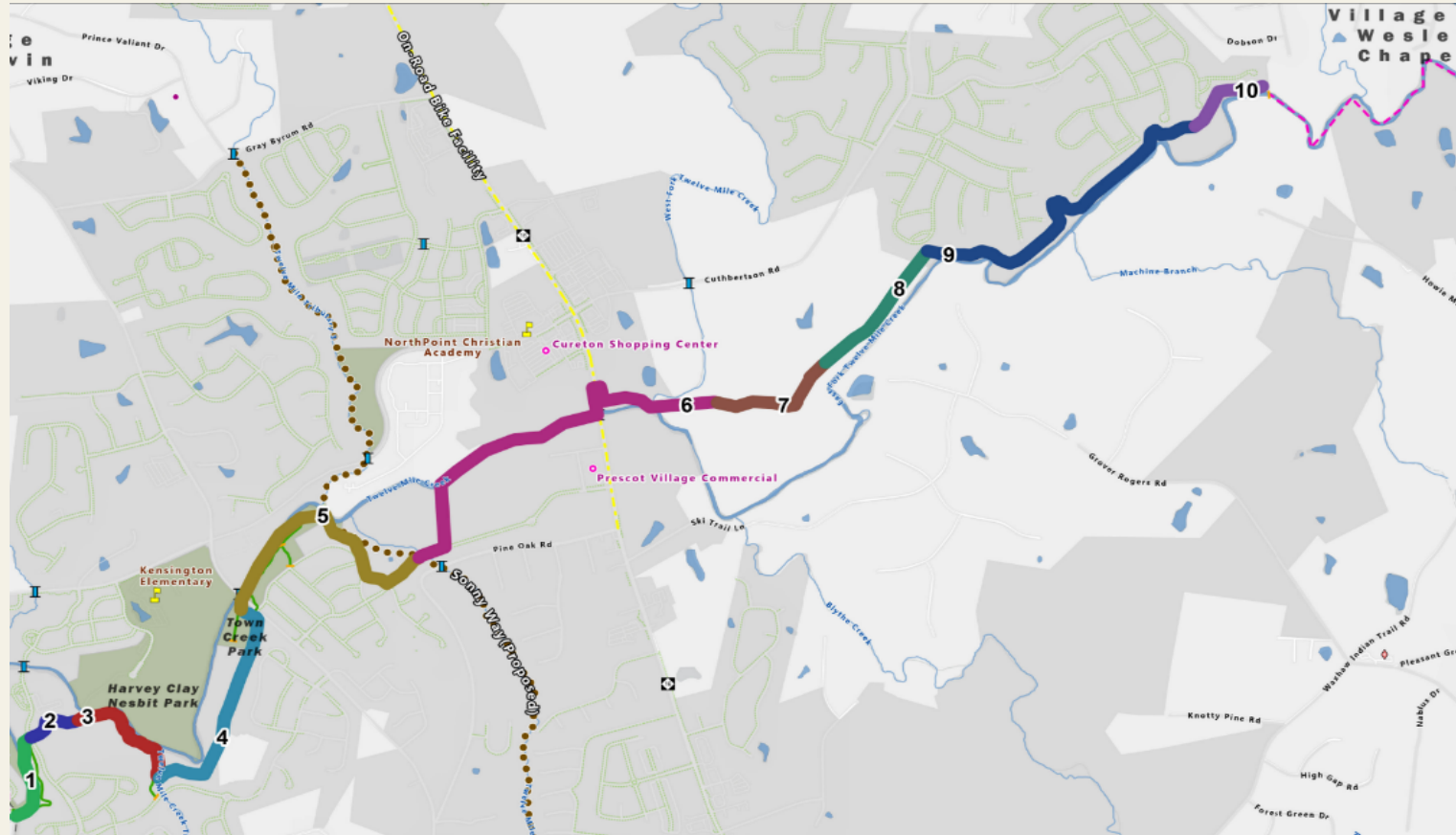
1. Millbridge neighborhood connection to Town Creek Park **(Segment 4)**
2. End of Prescott Glen Pkwy East to Encore Greenway **(Segment 6)**
3. Encore Clubhouse Trail to Lawson East Boundary **(Segment 8)**

The Feasibility Study will help us understand the costs of each project and we will choose which project to apply for based on cost and level of priority. The project maximum for this grant is \$500,000, so the costs cannot exceed that amount.



Great Trails State Program Grant

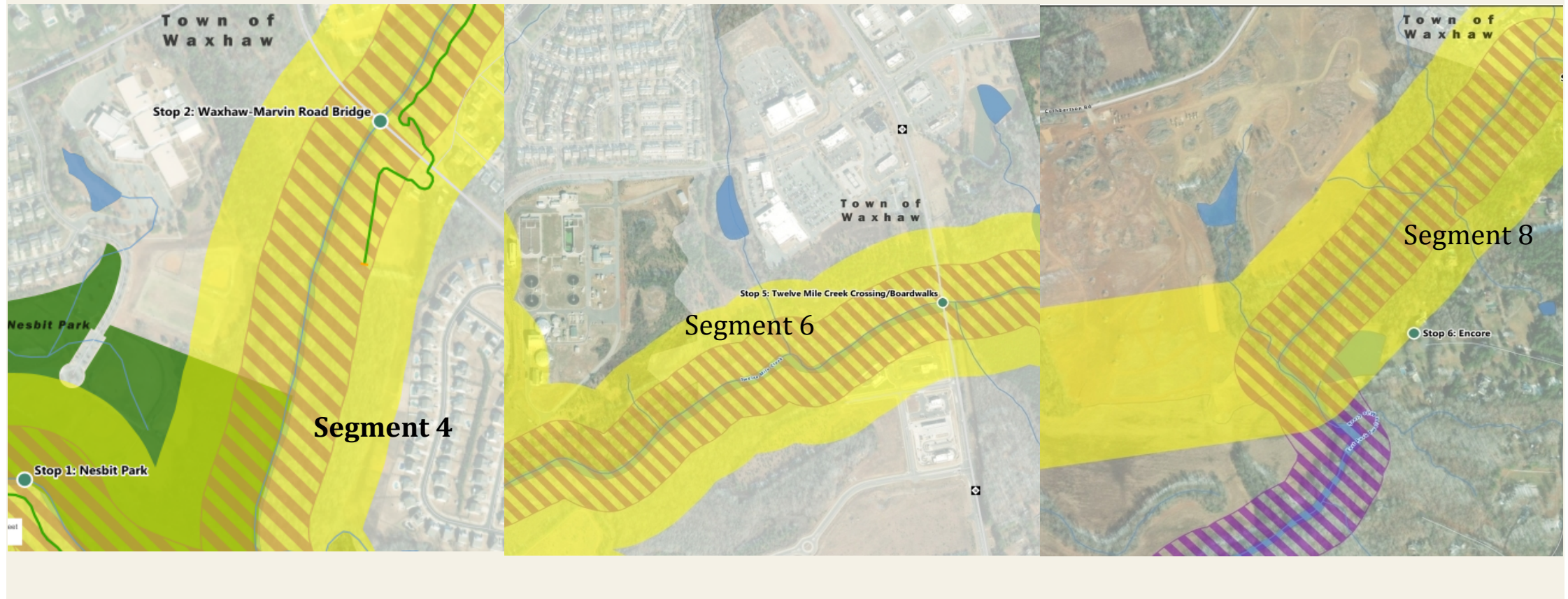
12-mile Creek Greenway Installation Grant





Great Trails State Program Grant

12-mile Creek Greenway Installation Grant





Great Trails State Program Grant

12-mile Creek Greenway Installation Grant

Timeline*

- Application Deadline: September 3, 2024
- Awards Made: Early 2025 (no date specified)
- Project Completion Deadline: 3 years from award date

*This is a new grant; more details will follow

BOC Request

- Project Total Cost Minimum: \$300,000
- Project Total Cost Maximum: \$500,000
- Match requirement for Tier 3 county (Union County): 100%
- **Match will be a minimum of \$150,000 and a maximum of \$250,000**
- Asking for a resolution at the first BOC meeting in July

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Questions?

U.S. Department of Transportation Federal Highway Administration (FHWA)

The FHWA defines vehicles as Class 1 through 8, the most common categorization used in the fleet industry. The classes are based on a vehicle's gross vehicle weight rating (GVWR), which is the maximum operating weight of the vehicle, measured in pounds (lbs.). GVWR is set by the manufacturer and includes the total vehicle weight plus fluids, passengers, and cargo. The FHWA's vehicle classes (listed below) are used in the [Fixing America's Surface Transportation](#) (FAST) Act (e.g., as it relates to the National Highway Freight Program). The vehicle classes are also used by certain states to determine vehicle road and fuel taxes, access to roadways, and idle reduction and emissions reduction requirements.

- **Light-Duty Vehicle:** less than (<) 10,000 lbs.
 - Class 1: <6,000 lbs.
 - Example vehicle: Sedan or sport-utility vehicle (SUV)
 - Class 2: 6,001 – 10,000 lbs.
 - Example vehicle: Utility van
- **Medium-Duty Vehicle:** 10,001 – 26,000 lbs.
 - Class 3: 10,001 – 14,000 lbs.
 - Example vehicle: Mini bus, small walk-in truck, 1 ton pick-up trucks (3500's)
 - Class 4: 14,001 – 16,000 lbs.
 - Example vehicle: Step van, large walk-in truck, 1.5-ton pick-up truck (4500's)
 - Class 5: 16,001 – 19,500 lbs.
 - Example vehicle: Bucket truck
 - Class 6: 19,501 – 26,000 lbs.
 - Example vehicle: School bus
- **Heavy-Duty Vehicle:** greater than (>) 26,000 lbs.
 - Class 7: 26,001 – 33,000 lbs.
 - Example vehicle: City transit bus
 - Class 8: >33,000 lbs.
 - Example vehicle: Refuse truck

Sec. 66-21. Trucks, tractors, trailers, motorcoaches and the like.

- (a) *On-street parking of truck tractors/truck trailer units and commercial vehicles in public streets, alleys, and bridges.*
- (1) It shall be unlawful for truck tractors and/or truck-trailer units to be parked or remain standing on public streets, alleys, and bridges or right-of-way thereof within the municipal limits of the town.
 - (2) A commercial vehicle is prohibited from being parked overnight in the public right-of-way within 1,200 feet of the Main Street Zoning District. The exception is taken to this prohibition in the following instances:
 - a. The vehicle is engaged in a permitted construction project or is engaged in routine pickups, deliveries, or similar type activities in the area;
 - b. The vehicle is involved in a governmental purpose and/or performing an emergency function;
 - c. The vehicle is involved in a special event recognized by the town.
- (b) *Unlicensed and special/commercial vehicles.*
- (1) An automobile, truck and/or trailer of any size and/or type without a current license plate and a current vehicle safety inspection emblem shall not be parked and/or stored within any residential primary zoning district, as indicated on the zoning map, unless contained within a completely enclosed building. Any vehicle not found in compliance with this requirement will constitute a separate offense.
 - (2) A special/commercial vehicle, as defined in subsection (b)(4) of this section, is prohibited from being parked and/or stored in any residential primary zoning district as indicated on the zoning map. The exception is taken to this prohibition in the following instances:
 - a. The vehicle is engaged in a permitted construction project in the zoning district or is engaged in routine pickups, deliveries, or similar type activities in the district;
 - b. The vehicle is engaged in bona fide farm operations;
 - c. The vehicle is designed and operated in conjunction with typical residential purposes such as a home garden tractor or a grass mower;
 - d. The vehicle is involved in a governmental purpose and/or performing an emergency function;
 - e. The vehicle is licensed as a school, church, or nonprofit organization bus or is a travel/motorcoach vehicle as regulated in subsection (b)(3) of this section; and/or
 - f. The vehicle is associated with and stored/parked at a permitted use or legally existing nonconforming use.
 - g. *The vehicle is light or medium commercial weighing less than 14,000 pounds which is primarily used to operate a power attachment or tool and is parked where the owner resides. Commercial vehicles may not be parked overnight on public streets.*

Any vehicle not found in compliance with this requirement will constitute a separate offense.
 - (3) No more than one recreational vehicle (as defined in G.S. 20-4.01 (32b)) or trailer unit is permitted to be parked and/or stored on a lot within any residential primary zoning.
 - a. No recreation vehicle shall be occupied either permanently or temporarily while parked and/or stored, except within a conforming manufactured home park.
 - b. Any recreation vehicle or trailer unit not found in compliance with this requirement will constitute a separate offense punishable in accordance with the provisions hereof.

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(Supp. No. 10)

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- c. Exception to this requirement is taken to any unit temporarily occupied for not more than seven days in any 90-day period where occupancy is for the purpose of visitation to persons residing on the premises.
 - d. A recreation vehicle or trailer unit shall be stored/parked only to the side or rear of the dwelling with which they are associated. Parking such vehicle upon an established residential driveway is permitted if access to side or rear yards for storage is not feasible. No recreation vehicle or trailer unit shall be stored/parked in the front yard outside of an established driveway, except for temporary purposes as set out above. Any recreation vehicle or trailer not found in conformance with this requirement will constitute a separate offense.
 - e. Recreational vehicles or, trailers shall not be parked or stored on any public right-of-way within the town. Exceptions to this requirement include parking on any public right-of-way for the duration necessary to load or unload such vehicle as may be necessary for its intended use, provided that such loading and unloading shall not exceed 12 hours in one interval.

(4) The following words, terms, and phrases, when used in this subsection (b), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Special/commercial vehicle means a vehicle that meets any one of the following classifications:

1. A large vehicle designed for off-road usage such as a bulldozer, front-end loader, and similar construction equipment;
2. A vehicle designed to transport 16 or more passengers, including the driver;
3. A vehicle used in the transport of hazardous materials that requires the vehicle to be placarded under 49 CFR part 172, subpart F;
4. A vehicle requiring the driver to have either a Class A or Class B state driver's license or the equivalent; and/or
5. A vehicle with more than two axles or a gross vehicle weight rating of ~~10,000~~ 14,000 pounds or more.
6. — A truck or van of any type used or maintained primarily to transport property or to operate a power attachment or tool. Any vehicle with advertising or business designation affixed to it shall be considered a commercial vehicle, except for passenger vehicles having such affixations.

(Code 2015, § 71.03; Ord. of 12-14-1992; Ord. of 3-13-1995; Ord. No. 2018017, 6-26-2018; Ord. No. 2018019, 7-24-2018; Ord. No. 2018019.02, 7-24-2018; Ord. No. 2018020, 8-14-2018; Ord. No. 2022013, 6-14-2022)

Editor's note(s)—At the direction of the town, per an email dated May 12, 2022, the above section has been amended to read as set out herein.

Meeting with Great Wagon Road

1:00pm, Tuesday, June 28th

Duncan McDonald House

Present: Commissioner Susanna Wedra, Town Manager Jeff Wells, Assistant Town Manager/Engineering Director Matt Hubert, Business Development Director Ashley Nowell, Transportation Engineer James Kelly, Business Development Coordinator Alara Baltmiskis, Oliver Mulligan, owner Great Wagon Road Distillery, and Brian Donovan, manager Great Wagon Road Distillery Waxhaw.

GWR REMARKS

While they acknowledge the expenses associated with owning and operating a traditional restaurant, Great Wagon Road has also made significant investments in their establishment.

As a distillery vs. restaurateur, their expertise lies in the production of high-quality whiskey and cocktails, rather than managing a full-scale restaurant. GWR's desire was to partner with food truck owners whose expertise lies in producing high-quality food. Many food trucks have a following and customers will visit downtown specifically for the truck.

Before opening, GWR considered the advantages and disadvantages of incorporating a kitchen as part of their operations. To gain insight, they consulted with several downtown restaurant owners and found that many struggle with finding reliable employees to staff their kitchens, as employees often move from one establishment to another.

Understanding the staffing issue, they aimed to find a solution that would benefit their customers and local restaurants. They explored the possibility of partnering with other businesses and offering their menus for customers to order, with food runners handling the delivery. However, when approached, downtown restaurants expressed their inability to accommodate this arrangement due to the high volume of business they experience on weekends.

NEED FOR FOOD TRUCKS

Food trucks complement GWR's business and contribute to the overall downtown experience. By offering alternative dining options, they provide customers with a wider range of choices.

The presence of food trucks not only caters to diverse preferences but also helps downtown meet the demand, especially during peak hours when restaurants may have long waiting times. This ensures that people are more likely to visit downtown, as they know they have options beyond traditional restaurants.

GWR operates during hours when nearby retail businesses have already closed. Their busiest times, particularly from 5-8pm, coincide with the peak hours of nearby restaurants. This presents an ideal time to have food trucks available for customers.

GWR CUSTOMER INPUT

After GWR announced that they would no longer be able to accommodate food trucks, they received an overwhelming number of calls and emails from their customers expressing their disappointment. This served as a reaffirmation of the popularity of food trucks among their customer base.

GWR ECONOMIC IMPACT OF FOOD TRUCKS

GWR conducted an analysis on the impact of food truck presence on their sales and shared the results. According to the data, the average duration of customer visits decreased significantly, and there was a 32.6% decline in sales when food trucks were not present. These findings highlight the importance of food trucks in attracting customers and driving spending.

NEED FOR A LOADING ZONE

By the end of July, GWR plans to expand its operations to include in-house distillation, producing exclusive Waxhaw spirits and offering distilling workshops for customers. To support this new initiative, they will collaborate with several local vendors, which will result in an increase in the number of deliveries they receive.

The block is home to multiple businesses that receive frequent deliveries throughout the week. Additionally, the upcoming opening of Jekyll & Hyde will further contribute to the traffic of delivery trucks in this area. As a result, the street can become congested and narrow, almost resembling a one-way road due to the presence of these trucks.

Having a designated loading area for supply deliveries would mean sacrificing two prime parking spaces located right outside their business. However, they believe that this change would improve business operations and optimize traffic flow for everyone on the block. Although there are concerns regarding the potential decrease in parking spaces, the inclusion of a loading/limited parking zone would only impact a small portion of the overall parking capacity, and only during certain times of the day.

When special events take place or when the community lot is closed, either by the town or by other local businesses, it results in a decrease of at least thirty-six parking spaces. This reduction in parking availability can also have a negative impact on sales.

ACCESSIBILITY & SAFETY CONCERNS

GWR prefers a food truck parking solution that prioritizes convenience and safety for their guests. They would like the food trucks to be located on the same side of the street as their business to avoid any risks associated with crossing the street, especially during busy times.

It was discussed for GWR to work with Elizabeth at Tangles and use the area behind her business for food trucks. The primary concern was that customers crossing the street to grab food could result in unsafe pedestrian conditions. Additionally, after the meeting, Elizabeth indicated she did not want to allow food trucks in that area.

A concern has been raised by other businesses regarding the removal of parking in this area. They have expressed their worries about the potential impact on accessible parking for customers with limited mobility or those who require proximity to the businesses due to difficulties in walking long distances.

The Town's Engineering and Business Development Departments are exploring different options to improve accessibility and safety in the area. This involves conducting an ADA audit, assessing the costs, and engaging in discussions with neighboring businesses.

CLOSING & NEXT STEPS

Great Wagon Road expressed their long-term commitment to Waxhaw and dedication to finding a compromise and solution that benefits all parties involved.

Staff will provide meeting notes and an update to the Board of Commissioners at their upcoming 2x2s. Engineering will continue to investigate alternative layouts to add more parking on Church St, in addition to adding more ADA spaces in downtown. Business Development staff will schedule a meeting with Mary O'Neill's and GWR after alternative layouts for N Church St have been considered.

Meeting with Mary O’Neill’s

Wednesday, May 29, 1 PM

Duncan McDonald House

Present: Commissioner Susanna Wedra, Commissioner Jason Hall, Town Manager Jeff Wells, Assistant Town Manager/Engineering Director Matt Hubert, Business Development Director Ashley Nowell, Transportation Engineer James Kelly, Business Development Coordinator Alara Baltmiskis

Denis McDonagh, Ciaran Farrelly, Lee McShane – owners of Mary O’Neill’s

Concern: Reduction of Parking Spaces for Loading Zone/Food Truck Parking

The removal of 2-4 parking spaces would be required to accommodate a loading zone/food truck area. This adjustment would allow for organized and regulated parking for food trucks and delivery vehicles, as well as short-term parking and pick-up options. Some businesses do not see a need for a loading zone or for food truck parking. There is a major concern that the loss of parking spaces could affect businesses financially.

For further evaluation, it would be beneficial to calculate the potential revenue per parking space, a project that the Downtown Economic Vitality Committee has discussed taking on.

The Town of Waxhaw will added 14 additional spaces to the Community Corner lot, and is working to add a new parking lot at the intersection of Price and NC16. There is additional effort being put towards better connectivity and accessibility in downtown.

Concern: Differences between Food Trucks and Brick-and-Mortar Establishments

Food trucks have different costs and levels of community involvement compared to brick-and-mortar establishments. Brick-and-mortars cost considerably more money to get started, and, often cost more to run. Food trucks are self-contained with only very few staff needed, and don’t pay taxes to the town. Staffing and food for an independent restaurant are costly and very difficult. There is a concern that allowing food trucks downtown benefits one business versus benefiting all of downtown.

While food trucks do play a role in addressing the \$61 million gap in restaurant spending within a 5-mile radius of Downtown Waxhaw, they are not invested nor do they pay a “fair share” of costs to the Town of Waxhaw. Currently, food trucks are allowed to park anywhere. By restricting food trucks to designated areas, the town can provide the service while regulating operations to suitable areas. The town could conduct surveys to gather more information and make informed decisions regarding their presence in the downtown area.

Additionally, there may be some room for improvement and opportunities to encourage more collaboration and partnerships between downtown bars and restaurants. This is a project that the Downtown Economic Vitality Committee could champion.

Concern: Misuse of Cones for Reserving Parking Spaces

Cones should only be placed an hour before the food truck arrival, but there have been instances where employees have failed to follow this guideline. The town has and will continue to ramp up enforcement of this issue.

A similar issue was successfully resolved on E. North Main Street through the implementation of a loading zone, which eliminated the need for cones altogether. However, it is important to consider that W N Main St and N Church St block is a more frequently trafficked route for vehicles driving through town. A different solution may be needed for the W N Main block.

Concern: Parking Accessibility

Finding parallel parking spots and navigating the gravel in the Community Corner and Niven-Price Lot can be problematic for seniors, families, and those with mobility difficulties. The town and Downtown Waxhaw Association are conducting an analysis of ADA parking space and recommending additional parking spaces in the district.

The Town of Waxhaw is committed to addressing parking concerns and improving the overall experience in downtown Waxhaw.

- The Town Team will meet with Great Wagon Road Distillery to discuss concerns over food trucks.
- The Town Engineering Department will consider options for increased parking on N Church St by adding angled parking spaces.
- To gain a comprehensive understanding of the needs and preferences of the community for food trucks, the town can conduct surveys among local businesses and residents.
- Aligned with this commitment to the growth of downtown and its business community, the Town is dedicated to its Business Development Department that provides increased support to small businesses and advocates for policies that benefit downtown as a whole.

The newly formed nonprofit, the Downtown Waxhaw Association, is dedicated to improving the downtown area and enhancing the experience for everyone, in collaboration with the Business Development Department.

- The DWA's Economic Vitality Committee can work to foster collaboration between bars and brick-and-mortar restaurants, with the possibility of producing display cards to display restaurant menus in the bars.
- Additionally, the DWA has placed a significant focus on parking education and awareness, ensuring that everyone understands the parking options and regulations in the downtown area. The group is also considering an update to parking signage.
- The Downtown Economic Vitality completes a bi-annual parking study of downtown to maintain an awareness of the current usage of downtown public parking. They are also updating the ADA parking counts to provide recommendations for additional spaces in the district.

Price Street Parking Opinion of Cost

Item Description	Quantity	Unit	Unit Price	Amount
Clearing and Grubbing	1	LS	\$ 6,500	\$ 6,500
Silt Fence	175	LF	\$ 5	\$ 875
Tree Removal	1	LS	\$ 2,000	\$ 2,000
Grading and Compaction	1	LS	\$ 5,000	\$ 5,000
Fill	5	Load	\$ 200	\$ 1,000
ABC Stone (4-inches)	320	TN	\$ 36	\$ 11,520
Fabric	505	SY	\$ 7	\$ 3,283
Geogrid	505	SY	\$ 13	\$ 6,565
Car Stops	35	EA	\$ 100	\$ 3,500
Subtotal				\$ 40,243
10% Contingency				\$ 4,024
Total				\$ 44,267

13703 sf

4512 sf

4 inches	4567.67 cf	319.74
501.33 sy		

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (“Agreement”) is made between the **Town of Waxhaw, North Carolina** (“Town”) and Eduardo Duran (“Property Owner”).

RECITALS

WHEREAS, the Property Owner own the real property containing approximately .516 acres located at the intersection of Price St and NC16 in Waxhaw, NC bearing tax parcel number 05113057 (“Property”);

WHEREAS, the Property includes a grassy area that could be used for additional public parking parking;

WHEREAS, the parties wish to allow general public parking in accordance with the terms and provisions of this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the Town and the Property Owner hereby agree as follows:

1. **Recitals.** The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein.
2. **Term.** The term of Agreement shall be for three (3) years from the date of the execution of this Agreement. This Agreement shall automatically renew for successive three (3) year terms at the end of each term unless either Party provides at least two (2) months written notice of its intent not to renew prior to expiration of any term.
3. **License for Public Parking.** The Property Owner grant and convey to the Town a non-exclusive license to enter and use the Property for general public parking. The Property Owner agree that the Town and public shall have access to the property each day of the year.
4. **Signs.** The Town is authorized, subject to final approval from the Property Owner, which will not be unreasonably withheld, to place a sign at NC16 and Price St indicating public parking on the Property.
5. **Property Area; Improvements.** The Town will remove garbage and debris from the property area and will mow the property in a similar manner and fashion as other Town properties. The Town will make necessary upgrades to the Property including, but not limited to grading, adding gravel, installing parking stops, etc.
6. **Warranty of Title and Quiet Enjoyment.** The Property Owner warrant that it holds fee simple title to the Property. The Property Owner further warrant that the execution, delivery and performance of this Agreement will not conflict with or violate any other agreement by which the Property Owner are bound, or any law, rule, regulation or ordinance by which the Property Owner are bound. Subject to the terms of this Agreement, so long as the Town complies with its

obligations, the Property Owner shall secure to the Town the quiet and peaceful enjoyment of the Property as provided in this Agreement.

7. **Rent, Compensation.** For the use of the property the Town will pay the Property Owners rent in the amount of \$7,000 per year. The Property Owner will not impose or charge any fees upon the general public for parking on the Property pursuant to this Agreement.

8. **Property Damage; Claims.** The Property Owner remains liable for its use and ownership of the Property. However, the Town is responsible for its use of the Property and will have the property added to its insurance policy. Provided, however, that no provision of this Agreement shall operate or be construed as a waiver by either party of any immunity from liability which it has or could be asserted under the doctrine of governmental immunity or any other immunity which it has under law. In addition, nothing contained herein shall be construed to limit the liability of persons using the Property for damages or claims based upon their actions.

9. **Default.** If either Party fails to comply with the terms of this Agreement and such non-compliance is material, such non-compliance shall constitute a default by such party hereunder. In the event of a default by a Party hereunder, the non-defaulting party may (i) terminate the Agreement on thirty (30) days prior written notice, unless the other party cures or commences to cure such breach during such thirty (30) day period and diligently proceeds with such cure (exercising commercially reasonable efforts); and/or (ii) bring an action against the defaulting party for damages or any other available legal or equitable remedies.

10. **Notices.** Any notice, demand, request or other communication hereunder given or made by either party to the other shall be in writing and shall be deemed to be delivered or received whether actually received or not, (i) within three (3) days after deposited in the United States mail, postage prepaid, certified or registered mail or (ii) one (1) business day after deposited with a nationally-recognized overnight carrier such as Federal Express or UPS, addressed to the parties hereto at the respective addresses set out below, or at such other address as they may hereafter specify by written notice so given.

If to Town:

Town Manager
Town of Waxhaw
P.O. Box 6
Waxhaw, NC 28173

If to Property Owner:

Eduardo Duran
5919 Newell Dr
Monroe, NC 28112

11. **No Partnership or Joint Venture.** Nothing contained in this Agreement shall be construed to make the Parties a legal partnership or joint venture. Neither Town nor Property Owner shall be responsible for the acts and omissions of the others' officers, agents, servants, contractors, subcontractors, or employees.

12. **Warranty of Authority.** The execution and performance of this Agreement has been duly authorized by each of the parties hereto and no other approval or authorization is required to be obtained or made in order for Property Owner and Town to enter into and perform their obligations under this Agreement.

13. **Governmental Powers.** It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers.

14. **Attorneys' Fees.** In the event of a dispute between the Parties regarding the terms and conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees and costs actually incurred.

15. **Entire Agreement; Modification.** Except as otherwise provided herein, this Agreement shall constitute the entire and full Agreement and understanding between the Property Owner and Town, and shall supersede all prior and/or contemporaneous agreements, understandings and discussions between them, written and/or oral, all of which shall be deemed merged into this Agreement and shall be of no further force and effect. No change, amendment or modification of this Agreement shall be made unless agreed to in writing by both the Property Owner and Town.

16. **Effective Date.** The effective date of this Agreement shall be deemed to be the latest of the dates this Agreement is executed by both parties as set forth below.

TOWN OF WAXHAW

By: _____

Jeff Wells, Town Manager

Date: _____

PROPERTY OWNER

Eduardo Duran

Date: _____

This Agreement has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

By: _____

Town Finance Director: _____

Date: _____

DRAFT



LEGEND

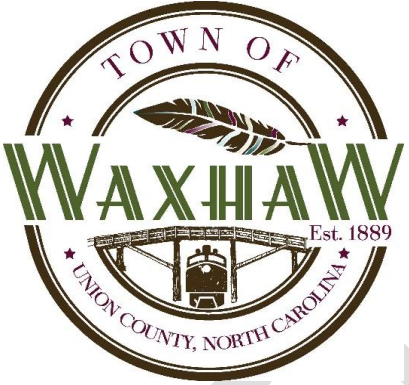
- VEGETATION
- TREE
- PROPOSED GEOGRID (UNDER DRIPLINE)
- PROPOSED SWALE
- UNDISTURBED AREA

- NOTES**
1. GEOSYSTEMS GEOPAVE PAVEMENT OR APPROVED EQUAL SHALL BE USED UNDER THE DRIPLINE OF EXISTING TREES.
 2. GEOPAVE LIMITS ON DRAWING ARE APPROXIMATE AND SHALL BE IDENTIFIED IN THE FIELD PRIOR TO PLACEMENT AND COMPACTION OF AGGREGATE.

TOWN OF WAXHAW
LAND DEVELOPMENT STANDARDS

PRICE STREET PARKING LOT EXHIBIT

DATE	REV.
6/11	



ENHANCING EFFICIENCY AND
MAXIMIZING RESOURCES POLICY

Approved:

Values: We Make It Better
We Are in it Together
We Live Our Word
We Stay on Track

ENHANCING EFFICIENCY AND MAXIMIZING RESOURCES

SECTION 1. Purpose

This policy aims to ignite the creativity and innovative spirit of all municipal employees by encouraging them to actively contribute to enhancing our community services, employee processes, and operational efficiency. By submitting groundbreaking and cost-saving suggestions, employees can help foster a culture of continuous improvement and cost-effectiveness that benefits everyone.

SECTION 2. Scope

We value the unique insights and expertise of our municipal employees and believe that their suggestions can significantly contribute to the betterment of our town services and resource management. All full and part-time town employees are eligible to participate in this program.

To recognize and reward these contributions, the following incentive structure is established:

Initial Reward for Submission: Any employee who submits a suggestion *that is approved for further evaluation* will receive a one-time monetary reward for that suggestion of \$200. This reward celebrates the creativity and effort put into developing the suggestion. There is no limit to the number of suggestions an employee can make.

Implementation Reward: If a suggestion is implemented, the employee who made the suggestion will receive an additional reward. The reward amount will be determined based on the estimated cost savings or efficiency improvement projected over a one-year period, up to a maximum of \$500.

SECTION 3. Eligibility Criteria

Eligible Suggestions must benefit the following:

- Save time, labor, materials or supplies.
- Improve methods, procedures or equipment resulting in increased output and/or efficiency.
- Eliminate unnecessary procedures, records, and forms.
- Improve revenue.
- Improve safety/health.
- Improve service to the public.

Ineligible Suggestions are:

- Those that call attention to a problem but do not suggest an acceptable solution.
- Those calling for enforcement of existing rules, policies, and procedure.
- Those proposing adjustments in salaries, job classification or terms and conditions of employment.
- Those that are within the scope of the normal job responsibility of the employee.
- Suggestions that cannot or will not be implemented because they are not practical or there are insufficient funds to implement the suggestion.

- Suggestions that are duplicate to another suggestion within the last year.

SECTION 4. Submission Process

Employees must submit their suggestions to Human Resources in writing using a confidential online form submittal through Laserfiche or by using a manual form located on Waxhub, the employee online portal. Human Resources will be a valuable resource, helping employees gather data, refine their applications, or answer general questions.

Human Resources will forward the submissions to management for review and to recommend further action. The employee who submitted the suggestion and any other employee selected to assist with the suggestion or project may be involved in the process to provide additional information.

The submission must include a detailed description of the suggestion, an explanation of the problem it solves, and an estimate of the potential impact or savings.

SECTION 5. Review and Approval

Management will evaluate all submissions based on feasibility, potential impact, and alignment with town goals. Viability, potential benefits, cost implications, safety, and impact on operations or morale will be considered.

Employees will be notified of the management’s decision within a reasonable amount of time.

IMPLEMENTATION:

Suggestions approved for implementation will be assigned a project manager to oversee the development and execution phases. The employee who made the suggestion will be invited to participate in the implementation process.

Recognition:

Employees whose suggestions are implemented will be formally recognized via various outlets, such as social media, newsletter, annual awards ceremony, and a Town Board meeting.

Amendments to the Policy:

This policy is subject to review and amendment at the discretion of the Town Manager to ensure its effectiveness and alignment with the Town’s strategic goals.

Notice:

All suggestions shall become the property of the Town of Waxhaw and shall not form the basis of a future claim upon the Town of Waxhaw by the suggester/employee, his/her heirs, successors or assigns, including suggestions which are subsequently patented.

Signed

Date