

**CITY OF HAYS COMMISSION MEETING
THURSDAY, JANUARY 9, 2014 – 6:30 P.M.
AGENDA**

1. Call to order by Chairperson.
2. **MINUTES:** Consider approval of the minutes from the regular meeting held on January 2, 2014. ([PAGE 1](#))
3. **CITIZEN COMMENTS:** (non-agenda items).
4. **CONSENT AGENDA:** (Items to be approved by the Commission in one motion, unless objections are raised).

UNFINISHED BUSINESS

(No business to review)

NEW BUSINESS

5. **[NORTH CENTRAL KANSAS TECHNICAL COLLEGE LEASE – 101 MAIN STREET:](#)** Consider approving the Amended Lease with the North Central Kansas Technical College for the former Army Reserve facility located at 101 Main Street, Hays, Kansas. ([PAGE 5](#))
6. **[AMENDMENT TO PARKING REGULATIONS:](#)** Consider approving Ordinance No. 3878 amending Chapter 71 of the City of Hays, Kansas, Municipal Code, by modifying Article III, Division 2, Section 71-759, regarding required off-street parking. ([PAGE 29](#))
7. **[REPORT OF THE CITY MANAGER](#)** ([PAGE 39](#))
8. **COMMISSION INQUIRIES AND COMMENTS**
9. **EXECUTIVE SESSION (IF REQUIRED)**
10. **ADJOURNMENT**

ANY PERSON WITH A DISABILITY NEEDING SPECIAL ACCOMMODATIONS TO ATTEND THIS MEETING SHOULD CONTACT THE CITY MANAGER'S OFFICE 48 HOURS PRIOR TO THE SCHEDULED MEETING TIME. EVERY ATTEMPT WILL BE MADE TO ACCOMMODATE ANY REQUESTS FOR ASSISTANCE.

MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYS, KANSAS
HELD ON JANUARY 2, 2014
(RESCHEDULED FROM DECEMBER 26, 2013)

1. CALL TO ORDER BY CHAIRMAN: The Governing Body of the City of Hays, Kansas met in regular session on Thursday, January 2, 2014 at 6:30 p.m. This meeting was originally scheduled for December 26, 2013 and rescheduled due to lack of a quorum.

Roll Call: Present: Eber Phelps

Shaun Musil

Ron Mellick

Absent: Kent Steward

Henry Schwaller IV

Vice-Chairperson Phelps declared that a quorum was present and called the meeting to order.

2. MINUTES: There were no corrections or additions to the minutes of the regular session held on December 12, 2013; the minutes stand approved as presented.

3. FINANCIAL STATEMENT: Finance Director Kim Rupp reported that month-to-date general fund sales tax collections were at \$553,637 which is a drop of \$84,853 as compared to last year. The year-to-date general fund sales tax collections are down \$50,192 or - .74%. The six month running average on general fund sales tax collections have slipped to -1.21%.

The Finance/City Clerks office invested \$3,300,000 of maturing or renewing certificates with a weighted average interest rate of .23%. The portfolio of certificates of deposit on November 30, 2013 totaled \$53,000,000 with a weighted average interest rate of .23%. The total balance of the Money Market account on November 30, 2013 was \$600,000 with a current yield of .20%. Total investments are up \$5,150,000 when compared to this time last year.

Ron Mellick moved, Shaun Musil seconded, that the Financial Statement for the month of November, 2013 be approved.

Vote: Ayes: Eber Phelps
Shaun Musil
Ron Mellick

4. CITIZEN COMMENTS: There were no comments.

5. CONSENT AGENDA: Shaun Musil moved, Ron Mellick seconded, that the following mayoral appointments be approved:

Sister Cities Advisory Board

Dawne Leiker – unexpired term to expire January 1, 2016

Patricia Levy – 3-year term to expire January 1, 2017

Vote: Ayes: Eber Phelps
Shaun Musil
Ron Mellick

NEW BUSINESS

6. 2014 JOB CLASSIFICATION AND PAY PLAN: According to City Code Section 47-4, the City Commission must adopt a job classification and pay plan for City employees. For 2014, the City Administration recommends providing all employees with a 1% merit increase at the beginning of the year and continuation of the existing pay plan.

Ron Mellick moved, Shaun Musil seconded to approve Resolution No. 2013-024 adopting the 2014 job classification and pay plan which includes a 1% merit increase for all non-union covered employees and continuation of the current pay plan.

Ron Mellick moved, Shaun Musil seconded to amend the previous motion and second to approve Resolution No. 2013-024 adopting the 2014 job

classification and pay plan which includes a 1% merit increase for **all employees** and continuation of the current pay plan.

Vote: Ayes: Eber Phelps
Shaun Musil
Ron Mellick

7. 2013 BOUNDARY RESOLUTION: Whenever property is annexed into the city limits during a calendar year, Kansas statutes require cities to pass a resolution re-defining the entire boundary line of the city.

The following ordinances annexed property into the city limits in 2013:

Ordinance No. 3859 – dk Ranch

Ordinance No. 3865 – Golden Belt Estates 5th Addition

Ordinance No. 3873 – 1101 East 43rd St.

Shaun Musil moved, Ron Mellick seconded, that Resolution No. 2013-025, being a resolution re-defining the boundaries or corporate limits of the City of Hays, Kansas, as required by Section 12-517 of Kansas Statutes Annotated, be approved.

Vote: Ayes: Eber Phelps
Shaun Musil
Ron Mellick

9. REPORT OF THE CITY MANAGER: The City Manager had no additional items to report.

10. COMMISSION INQUIRIES AND COMMENTS: Commissioner Mellick requested staff look into adding street lights on East 43rd St. east of Vine.

City Manager Toby Dougherty stated he would have it looked at.

The meeting adjourned at 6:46 p.m.

Submitted by: _____

Brenda Kitchen – City Clerk

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 5

MEETING DATE: 1-9-14

TOPIC:

North Central Kansas Technical College Lease

ACTION REQUESTED:

Approve the amended lease with North Central Kansas Technical College for the property at 101 Main Street.

NARRATIVE:

North Central Kansas Technical College (NCKTC) and the City of Hays have a five-year lease agreement for the 101 Main Street facility that is set to expire in May 2014. The agreement allows for an opportunity to change the terms or automatically renew. After discussions with Eric Burks, President of NCKTC, the Commission is being presented with a two-year renewal for that lease.

City staff and NCKTC recommend approval of the amended lease that extends the agreement for two years.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
Paul Briseno, Assistant City Manager

ADMINISTRATION RECOMMENDATION:

City staff and NCKTC recommend approval of the amended lease that extends the agreement for two years.

COMMITTEE RECOMMENDATION(S):

N/A

ATTACHMENTS:

Staff Memo
Amended Lease Recommendation
Updated List of Potential Services
Current Project List
Original Agreement/Memorandum of Agreement

Commission Work Session Agenda

Memo

From: Paul Briseno, Assistant City Manager

Work Session: January 2, 2014

Subject: NCKTC Lease

**Person(s)
Responsible:** Paul Briseno, Assistant City Manager

Summary

North Central Kansas Technical College (NCKTC) and the City of Hays have a five year lease agreement for the 101 Main Street facility that is set to expire in May 2014. The agreement allows for an opportunity to change the terms or automatically renew.

City staff and NCKTC recommend approval of the amended lease that extends the agreement for two years.

Background

In 2009 a five year lease was agreed upon between the City of Hays and NCKTC for free utilization of the former Army Reserve Facility now known as the Big Creek Facility at 101 Main. NCKTC is responsible for:

- Utilities, janitorial and annual maintenance
- Hire approximately five full time employees
- Construction of city selected projects every other year

The memorandum of agreement notes NCKTC will benefit from the rent-free use of the facility. In return the City will benefit from having an educational institution in the downtown area and from the free labor provided by students and faculty to assist with projects.

To date NCKTC has constructed the Police Departments shooting range facility, assisted in remodeling the Parks Department operations facility, reconstructed various parks amenities, and built the Commission podium.

The current agreement allows a six month notification if either party chooses to change the terms. If neither party opens the contract and automatic renewal will occur. Staff gave notice in fall 2013 to open the agreement.

Discussion

NCKTC and City staff recommend a two year extension of the lease with a twelve month notification requirement if either entity decides not to renew. All other requirements within the original agreement remain.

A new list of potential city projects was communicated to NCKTC and attached to this memo. As reported at the last work session, NCKTC will upgrade city facilities in 2014 to retrofit with water efficient fixtures. This program allows the city to lead by example and students an opportunity to gain hands on training.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

The city has no financial cost in maintaining or operating the 101 Main facility. Potential revenue from rent is offset by services provided by NCKTC and economic impact of jobs as well as students attained.

Options

The City Commission has the following options:

1. The City Commission may approve the amended lease as presented.
2. The City Commission may choose not to approve the amended lease.
3. The City Commission can provide staff with further guidance.

Recommendation

Staff recommends approval of the amended lease as presented.

Action Requested

Approve the amended lease with North Central Kansas Technical College for the City owned 101 Main Street facility.

Supporting Documentation

Amended Lease Recommendation
Updated List of Potential Services
Current Project List
Original Agreement/Memorandum of Agreement

**AMENDED
LEASE FOR REAL PROPERTY**

This Amended Lease for Real Property agreement for the lease of real property entered into this 9th day of January, 2014 by and between the City of Hays, Kansas, P.O. Box 490, Hays, Kansas 67601-0490, hereinafter referred to as City and North Central Kansas Technical College, 2205 Wheatland Ave., Hays, Kansas 67601, hereinafter referred to as NCKTC, WITNESSETH:

WHEREAS, City and NCKTC entered into a lease agreement dated the 14th day of May, 2009, wherein City agreed to lease the following described property located in the City of Hays, Kansas, to-wit:

A tract located in the City of Hays, Ellis County, Kansas, lying northwesterly of the northwesterly right-of-way line of Main Street, lying southwesterly of the southwesterly right-of-way line of Third Street, lying easterly of the southeasterly and easterly right-of-way line of Fort Street and lying northeasterly of the northeasterly right-of-way line of First Street, more commonly known as 101 Main Street, per the attached Exhibit A, with improvements consisting of a 9,909 square foot building, but excluding the 1,540 square foot organizational maintenance shop currently occupied by the Kansas National Guard Armory and the grass area south of the main building, for use as its Downtown Hays Campus;

pursuant to the terms and conditions contained in said Lease, a copy of which is attached hereto;

AND WHEREAS, City and NCKTC desire to amend the provisions of Paragraph 2. C. Term.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in a *Memorandum of Agreement executed May 14, 2009* and contained in the *Lease for Real Property dated May 14, 2009*, Paragraph 2. C. Term, is hereby amended to read as follows:

“C. Term. The term of this lease shall be extended for a period of two (2) years, commencing on the 14th day of May, 2014, and expiring on the 13th day of May, 2016. Thereafter, the Lease will renew under the same terms and conditions for a period of two (2) years, with like provisions for renewal, thereafter. In the event either party intends not to renew the Lease, they shall give written notice to the other party of such intention at least twelve (12) months prior to the expiration of the two-year term.”

DATED this 9th day of January, 2014.

CITY OF HAYS, KANSAS

NORTH CENTRAL KANSAS
TECHNICAL COLLEGE

KENT L. STEWARD
Mayor

ERIC BURKS
President

Approved as to Form: City Attorney

Approved as to Form: Legal Advisor

BRENDA KITCHEN
City Clerk

ACKNOWLEDGEMENTS

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this ____ day of _____, 2014, personally appeared KENT L. STEWARD the Mayor of the City of Hays, Kansas, known to me to be the identical person who executed the within and foregoing instrument of writing, in said capacity, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.

(SEAL)

NOTARY PUBLIC

AMENDED LEASE FOR REAL PROPERTY

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BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this ____ day of _____, 2014, personally appeared ERIC BURKS, the President of North Central Kansas Technical College, known to me to be the identical person who executed the within and foregoing instrument of writing, in said capacity, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.

NOTARY PUBLIC

(SEAL)

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this ____ day of _____, 2014, personally appeared JOHN T. BIRD, the City Attorney of the City of Hays, Kansas, known to me to be the identical person who executed the within and foregoing instrument of writing, in said capacity, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.

NOTARY PUBLIC

(SEAL)

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this ____ day of _____, 2014, personally appeared _____, the legal advisor for North Central Kansas Technical College, known to me to be the identical person who executed the within and foregoing instrument of writing, in said capacity, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.

NOTARY PUBLIC

(SEAL)

NCKTC students may provide the following services for the City of Hays:

- Roof Framing
- Window and Exterior Doors
- Basic Stair Layout
- ~~Commercial Drawings~~
- Roofing Applications
- Thermal and Moisture Protection
- Exterior Finishing
- ~~Cold-Formed Steel Framing~~
- Drywall Installation
- Drywall Finishing
- Doors and Door Hardware
- Suspended Ceilings
- Window, Door, Floor and Ceiling Trim
- Cabinet Installation
- Cabinet Fabrication
- ~~Rigging Equipment~~
- ~~Handling and Placing Concrete~~
- Trenching and Excavating
- Vertical Formwork
- Horizontal Formwork
- Tilt-Up Wall Panels
- Distance Measurement and Leveling
- Advanced Roof Systems
- Advanced Wall Systems
- ~~Advanced Stair Systems~~
- Welding
- Commercial Finish Work
- Site Preparation
- Soldering and Brazing
- Air Distribution Systems
- Commercial Airside Systems
- Chimneys, Vents and Flues
- Leak Detection, Evacuation, Recovery, and Charging
- Alternating Current
- Heat Pumps
- Basic Installation and Maintenance Practices
- Sheet Metal Duct Systems
- Fiberglass and Flexible Duct Systems
- Hydronic Heating and Cooling Systems
- Airside Systems
- Air Properties and Air System Balancing
- Construction Drawings and Specifications
- Energy Conservation Equipment
- Building Management Systems
- Water Treatment
- System Startup and Shutdown
- Heating and Cooling System Design
- Commercial and Industrial Refrigeration
- Plastic Pipe and Fittings

- Copper Pipe and Fittings
- Cast-Iron Pipe and Fitting
- Carbon Steel Pipe and Fitting
- Corrugated Stainless Steel Tubing
- Fixtures and Faucets
- Installing and Testing DWV Piping
- Installing Roof, Floor, and Area Drains
- Installing and Testing Water Supply Piping
- Installing Fixtures, Valves and Faucets
- Installing Water Heaters
- Fuel Gas Systems
- Backflow Preventers
- Sewage Pumps and Sump Pumps
- Corrosive-Resistant Waste Piping
- Compressed Air

TOBY DOUGHERTY, CPM, CITY MANAGER
PAUL BRISENO, ASSISTANT CITY MANAGER

P.O. BOX 490
1507 MAIN STREET
HAYS, KANSAS 67601-0490

TEL 785/628-7320
FAX 785/628-7323
www.haysusa.com



CITY COMMISSION
KENT STEWARD, MAYOR
HENRY SCHWALLER, IV
EBER PHELPS
SHAUN MUSIL
RON MELICK

October 11, 2013

Eric Burks, President
North Central Kansas Technical College
P.O. Box 507
Beloit, KS 67420

RE: POSSIBLE CITY OF HAYS/NCKTC PROJECTS

Dear Eric:

Included with this letter you will find a list of potential projects compiled by City staff. Some of the projects are very comprehensive and detailed, and some of the projects are quite simple. The projects are divided by department with contact information for each department head. In the past, City staff has spent a lot of time and effort trying to gauge the Technical College's interest in a specific project. As we discussed previously, City staff feels that method has not been productive. Therefore, we are sending you this list of projects and ask that you please review them with your staff. If you would like more information about a specific project, please feel free to contact the appropriate department head. In the end, we will leave it up to the Technical College to determine what, if any, projects it is interested in pursuing.

If the Technical College is interested in pursuing a project for the City of Hays, I ask that the Technical College spearhead the process. I would ask that the instructor in charge of the program that would oversee the project initiate contact with the appropriate City of Hays department to determine costs, timing and expected outcomes of the project. Once agreed upon, I ask that the onus be upon the Technical College to develop and implement the project schedule. I would also ask that the proposed project be memorialized in a simple letter of understanding that outlines the details.

It is hoped that by evaluating and enacting projects utilizing this method, the process will be streamlined significantly. If you have further questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Toby Dougherty', with a large, stylized flourish at the end.

Toby Dougherty
City Manager
CPM, ICMA-CM

aw

c: Don Benjamin, NCKTC
Paul Briseno, Assistant City Manager

**NCKTC Proposed Projects
by the City of Hays
10-10-13**

Gary Brown
Fire Chief
Hays Fire Department
628-7330
gbrown@haysusa.com

It would be most helpful if the fire department had a training facility for hands-on training. As well as being owned by the city, the NCKTC Big Creek campus has street access, fire hydrants, similar use, plenty of room and a location that would have minimal impact to the public. There may be the potential for a smoke nuisance but this could be managed.

A fire training facility can be relatively low budget and could include a concrete pad, steel shipping containers used for live firefighting, a car fire prop, dumpster fire prop and perhaps a 15' x 15' three story tower for hose and ladders work. While the City may have to fund this, the construction could be an NCKTC responsibility.

If the Big Creek campus is not an option because of the smoke nuisance potential, the Wheatland campus also has plenty of room for a reciprocal agreement.

My goal would be for NCKTC to provide a county or regional fire rescue training program where HFD training hours could be used by NCKTC for FTE funding and a cooperative program where local instructors are employed by NCKTC to present fire rescue training. If they are in for the training facility, they should be in for the training program.

I.D. Creech
Director of Public Works
628-7350
idcreech@haysusa.com

Cabinetry for the PW remodel (break room, new conference room, copy center, etc.).

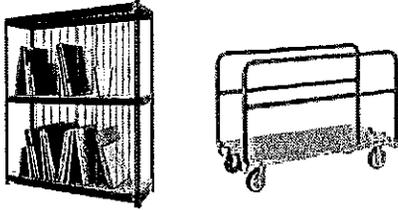
Don Scheibler
Chief of Police
Hays Police Department
625-1030
dscheibler@haysusa.com

- 1) Storage Building for seized property / bikes – The Hays Police Department is in need of a storage building for miscellaneous items. A metal building placed on a cement slab (PW has indicated that they can do the concrete work) would be best for this project.
- 2) Office Furniture – Upon the completion of the Law enforcement Center remodeling project we may need to replace and add office furniture. This will include book shelves and desks for offices, squad rooms, interview rooms, and meeting rooms.

Chad Ruder
I.T. Coordinator
City of Hays
628-7390
cruder@haysusa.com

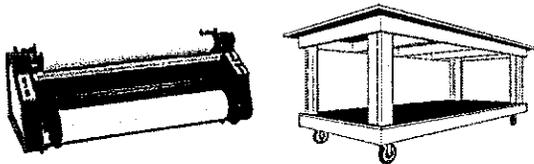
Upright (vertical) shelving for foamboard stock & foamboard-mounted layouts:

Currently, foamboard materials are stored upright between a desk and shelving unit upstairs (City Hall). Some layouts are also stored by this method, archived for future use (flood zones, historical city limits, comprehensive plans). A wheeled design would allow the unit to be easily moved.



Laminator Stand/Table (2014):

While the exact make/model of the laminator has not been confirmed, many of the high-end units do not include a stand or table workspace, which is recommended for best lamination results. A wheeled design would allow the unit to be easily moved.



Bernie Kitten
Director of Utilities
628-7380
bkitten@haysusa.com

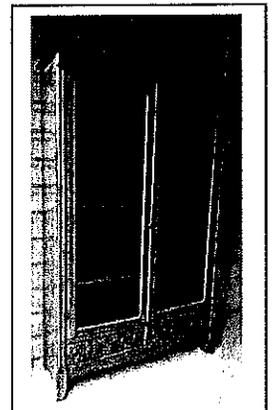
First Project – Utilities

The Utilities department intends to Display items from past Water and Sewer industry. Antique meters, valves, Cast iron pipe, and possibly artifacts we find buried such as old glass bottles etc.

We would like a glass front Oak Cabinet with an antique style. Something like shown to the right, possibly more ornate.

The shelves would probably be wood.

Size determined later: 36 or 42 or 48 x 16 or 18 x 72 or 84



Second Project – Utilities

A modern appearance Oak cabinet with glass front to be used to display current meters, valves, conservation items, meter radios, etc. The front could be all glass sliding doors with lock. This might give the modern contrast I want of "Old things and New things" Maybe something like shown below with glass shelves and a different front. We may want every other shelf to be oak because some items maybe to heavy.

Size determined later: 36 or 42 or 48 x 16 or 18 x 72 or 84



Jeff Boyle
Director of Parks
628-7375
jboyle@haysusa.com

- 1) Review and install current and future Heater/A/C requirements of the Park offices/storage areas. The current unit runs at full capacity most of the time during extreme conditions and some offices are constantly hotter or colder than other offices.
- 2) Review and offer suggestions, costs and estimates for heating of park restrooms so they can stay open in the winter.
- 3) Install electrical service and lights at Sunrise Park shelter house.
- 4) Add exterior and gable roofs to Aubel-Bickle and 7-Hills restrooms.
- 5) Rebuild roof on Aubel Bickle shelter house.
- 6) Rebuild the roof on the West Frontier Shelter house.
- 7) Build small bridges for crossings in Frontier Park
- 8) Rebuild small snake shelters in various parks
- 9) Add on to concessions at Larks Park

- 10) Build an enclosed building for reservations for family or community events.
 - 11) Build small restrooms in area parks
 - 12) Build shelter houses in area parks
 - 13) Build two (2) shelter houses at the golf course
 - 14) Enclose golf course pro-shop awning
 - 15) Build awning on the concessions side of Glassman Ball Field building.
 - 16) Build small restroom at Mount Allen Cemetery
 - 17) Build small restroom at Memorial Gardens Cemetery
 - 18) Build chemical shed for storing bulk pesticides. This should be placed at the golf course.
 - 19) Numerous small projects like Kiosks, Trail head brochure racks, cabinets for offices, large storage cabinets for small equipment (chainsaws, tree equipment, janitorial supplies, etc)
-

LEASE FOR REAL PROPERTY

This lease agreement for the lease of real property entered into this 14th day of May, 2009 by and between the City of Hays, Kansas, P.O. Box 490, Hays, Kansas 67601-0490, hereinafter referred to as City and North Central Kansas Technical College, 2205 Wheatland Ave., Hays, Kansas 67601, hereinafter referred to as NCKTC, witnesseth:

1. The City, in consideration of the mutual covenants and agreements contained in the Memorandum of Agreement executed 5-14-09 and the mutual covenants and agreements contained herein, does hereby lease to NCKTC a parcel of property located in the City of Hays, Kansas, as hereinafter described:

A. The City agrees to lease to NCKTC:

A tract located in the City of Hays, Ellis County, Kansas, lying northwesterly of the northwesterly right-of-way line of Main Street, lying southwesterly of the southwesterly right-of-way line of Third Street, lying easterly of the southeasterly and easterly right-of-way line of Fort Street and lying northeasterly of the northeasterly right-of-way line of First Street, more commonly known as 101 Main Street, per the attached Exhibit A, with improvements consisting of a 9,909 square foot building, but excluding the 1,540 square foot organizational maintenance shop currently occupied by the Kansas National Guard Armory and the grass area south of the main building, for use as its Downtown Hays Campus.

2. It is mutually agreed between the parties that this agreement is subject to the following terms and conditions, to wit:

A. Consideration. The consideration for this lease shall be the mutual promises contained in the Memorandum of Agreement executed 5-14-09 and the mutual promises contained hereinafter.

B. Title. Title to the above-described tract of real property will remain vested in the City.

C. Term. The term of this lease shall be for a period of five (5) years, commencing on the 15 day of May, 2009. Six (6) months prior to expiration of the five-year term, the parties will confer to review the terms of the lease. If such terms are mutually satisfactory, the lease will renew under the same terms for a period of five (5) years, with like provisions for review and renewal, thereafter.

D. Utilities and Maintenance. NCKTC shall arrange for and bear the cost of all utility services furnished to the Downtown Hays Campus during the lease term. NCKTC shall arrange for and bear the cost of all janitorial and other services to the Downtown Hays Campus. The City will ensure that all utilities and mechanical equipment at the Downtown Campus are in

LEASE FOR REAL PROPERTY

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good operating condition prior to occupancy by NCKTC. NCKTC shall, at all times during the term of this lease and at its own cost and expense, perform all reasonable maintenance to all or any part of the property, including any structures on the property, or structures that may be constructed in the future during the term of the lease. NCKTC shall be responsible for care of the grounds and for snow removal, upon occupancy.

E. Use of Building and Parking. The City retains the right to use the parking lot located on the Downtown Campus as a public parking lot. NCKTC will be allowed the use of the parking lot for its activities, also. Uses of the property by NCKTC are limited to educational uses consistent with the mission of NCKTC and will not include subleasing for purely retail operations. Any sublease shall be approved, in writing, by the City and shall be subject to termination upon termination of this base lease.

G. Improvements. It is anticipated that NCKTC will need to paint the classrooms and hallways, install new ceiling tiles, prepare the floors, and add additional internet accessibility and phone lines upon its occupancy of the premises. All such improvements will be the sole responsibility of NCKTC and all costs associated with such improvements will be borne by NCKTC. NCKTC will not build additional structures on the property or make major structural changes to the building without prior written approval by the City. NCKTC shall cause to be discharged any and all liens or encumbrances associated with its alterations, additions or improvements to the Downtown Campus, no later than thirty days prior to the termination or expiration of this lease. Any alteration, addition, or improvement made by NCKTC and any fixtures installed as part thereof shall become the property of the City upon the termination or expiration of this lease.

H. Insurance. The City shall keep the structures located on the property insured in an amount adequate to protect its interests therein. NCKTC shall carry insurance upon any personal property located on the premises, at its own expense and for its benefit, in an amount adequate to protect its own interests. NCKTC shall also insure the coverage afforded under a Commercial General Liability Policy for third party injury (including death and disease) and property damage, in an amount adequate to protect the interests of both parties, covering all claims for injuries to persons or damage to property occurring in or about the property. This obligation shall not by itself reduce or relieve NCKTC of any liability it may incur under this lease or otherwise.

I. Indemnification. The City shall not be liable for damages to property or injuries to persons arising from acts of NCKTC or their agents or employees in the use of the property under lease.

J. Destruction of the Property. If the Property is materially (i.e., 50% or more) damaged or destroyed, NCKTC may terminate this lease effective the date of the City's receipt of written notification from NCKTC.

LEASE FOR REAL PROPERTY

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K. Vacation of the Property. NCKTC shall not abandon the property during the term of this lease.

L. Assignment. This lease shall not be assignable without the written consent of the City, and shall be binding upon the successors and assigns of the parties.

M. Notices. All notices and other communications from one party to the other pertaining to this lease shall be given in written form.

If such notices or other communications are to be given to NCKTC, they shall either be personally delivered to an officer of NCKTC, or sent to NCKTC by United States mail, postage prepaid, addressed to NCKTC as follows:

North Central Kansas Technical College
Attn : Clark Coco, President
P.O. Box 507
Beloit, Kansas 67420
Phone : (785) 738-9055
Email : ccoco@ncktc.edu

All notices and other communications to be given to the City shall be personally delivered to the City, or sent by United States mail, postage prepaid, addressed to the City as follows:

The City of Hays, Kansas
Attn: Toby Dougherty, City Manager
P.O. Box 1490
1507 Main Street
Hays, KS 67601
Phone: (785) 628-7320
E-mail: tdougherty@haysusa.com

All notices to either party shall be effective when personally delivered or five (5) days after being deposited in the U.S. Postal system, postage prepaid.

N. Waiver. The failure of either party to enforce any condition of this lease shall not be a waiver of its right to enforce every condition of this lease. No provision of this lease shall be deemed to have been waived unless the waiver is in writing.

O. Binding Effect. This lease and all indemnifications herein shall bind and benefit the parties and their heirs, administrators, successors and assigns. Each party represents to the other that no brokers or other persons are entitled to a fee, commission or other compensation by virtue of this lease transaction.

LEASE FOR REAL PROPERTY

Page 4

P. Interpretation. If any clause, sentence, paragraph, or part of this lease shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not effect, impair, or invalidate the remainder of this lease, but be confined in its operation to the section, clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects said lease shall continue in full force and effect.

Time is of the essence for this lease.

This lease for the subject real property is executed and acknowledged the day and year indicated hereinafter.

CITY OF HAYS, KANSAS

NORTH CENTRAL KANSAS
TECHNICAL COLLEGE



RON MELLICK

Mayor

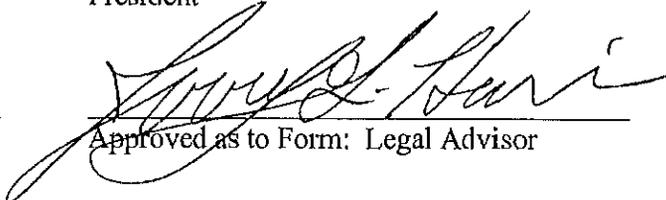


CLARK COCO

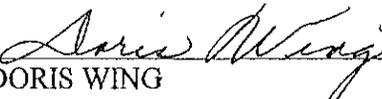
President



Approved as to Form: City Attorney



Approved as to Form: Legal Advisor



DORIS WING

City Clerk

ACKNOWLEDGEMENTS

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this 14th day of May, 2009, personally appeared **RON MELLICK**, the Mayor of the City of Hays, Kansas, known to me to be the identical person who executed the within and foregoing instrument of writing, in said capacity, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.

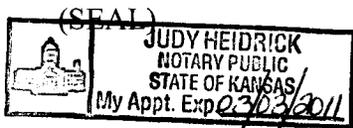


Doris Wing
NOTARY PUBLIC



BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this 20 day of May, 2009, personally appeared **CLARK COCO**, the President of North Central Kansas Technical College, known to me to be the identical person who executed the within and foregoing instrument of writing, in said capacity, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.



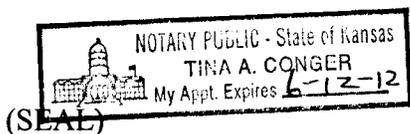
Judy Heidrick
NOTARY PUBLIC

LEASE FOR REAL PROPERTY

Page 6

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this 15th day of May, 2009, personally appeared JOHN T. BIRD, the City Attorney of the City of Hays, Kansas, known to me to be the identical person who executed the within and foregoing instrument of writing, in said capacity, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

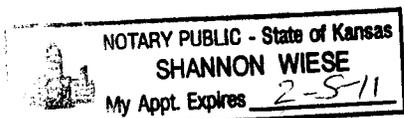
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.



Tina A Conger
NOTARY PUBLIC

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this 20th day of May, 2009, personally appeared Jerry L. Harrison, the legal advisor for North Central Kansas Technical College, known to me to be the identical person who executed the within and foregoing instrument of writing, in said capacity, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.



Shannon Wiese
NOTARY PUBLIC

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into the date and year next set out, by and between THE CITY OF HAYS, KANSAS, hereinafter "City", and NORTH CENTRAL KANSAS TECHNICAL COLLEGE, hereinafter "NCKTC",

WITNESSETH:

1. That this agreement shall serve as consideration for a lease agreement entered into by the parties on May 14, 2009, regarding occupancy of real property owned by the City. To the extent this agreement is cancelled or breached, the accompanying lease shall be deemed cancelled or breached.
2. That the City intends to and shall lease to NCKTC the real property described in the accompanying lease for use as its Downtown Hays Campus, in exchange for the promises contained in the lease and in this agreement.
3. That NCKTC intends to staff the Downtown Hays Campus with at least five (5) full-time employees. While it is understood that there may be fluctuations in staff numbers over the life of the agreement, NCKTC agrees to make every effort to employ an average of at least five (5) full-time employees at the Downtown Hays Campus.
4. That NCKTC agrees not to conduct any activities at the Downtown Campus to the detriment of its East Hays Campus. NCKTC will not move any curricula from the East Hays Campus to the Downtown Hays Campus without replacing those courses at the East Hays Campus or obtaining prior approval of the City.
5. NCKTC agrees to present a report of its activities on the Downtown Hays Campus to the City, at least annually.
6. That the parties agree that NCKTC will benefit from the rent-free use of the Downtown Hays Campus and the City will benefit from having an educational institution in the downtown area and from the free labor provided by NCKTC students and faculty to assist with its projects, therefore
 - a. Within three (3) years from the execution of this agreement, NCKTC shall assist the City with the creation and/or renovation of the Parks Department office and equipment storage space at no cost to the City, other than for materials.
 - b. NCKTC shall assist the City with one project of the City's choosing, at least every two years after the first three years of the agreement.
 - c. NCKTC shall, to the best of its ability, assist the City with technical and expert design services for all of its projects, upon request.

MEMORANDUM OF AGREEMENT

Page 2

- d. There will be no charge to the City of Hays, other than for materials, for any project undertaken by NCKTC under this agreement.
7. NCKTC students may provide the following services for the City of Hays:
- Roof Framing
 - Window and Exterior Doors
 - Basic Stair Layout
 - Commercial Drawings
 - Roofing Applications
 - Thermal and Moisture Protection
 - Exterior Finishing
 - Cold-Formed Steel Framing
 - Drywall Installation
 - Drywall Finishing
 - Doors and Door Hardware
 - Suspended Ceilings
 - Window, Door, Floor and Ceiling Trim
 - Cabinet Installation
 - Cabinet Fabrication
 - Rigging Equipment
 - Handling and Placing Concrete
 - Trenching and Excavating
 - Vertical Formwork
 - Horizontal Formwork
 - Tilt-Up Wall Panels
 - Distance Measurement and Leveling
 - Advanced Roof Systems
 - Advanced Wall Systems
 - Advanced Stair Systems
 - Welding
 - Commercial Finish Work
 - Site Preparation
 - Soldering and Brazing
 - Air Distribution Systems
 - Commercial Airside Systems
 - Chimneys, Vents and Flues
 - Leak Detection, Evacuation, Recovery, and Charging
 - Alternating Current
 - Heat Pumps

MEMORANDUM OF AGREEMENT

Page 3

- Basic Installation and Maintenance Practices
 - Sheet Metal Duct Systems
 - Fiberglass and Flexible Duct Systems
 - Hydronic Heating and Cooling Systems
 - Airside Systems
 - Air Properties and Air System Balancing
 - Construction Drawings and Specifications
 - Energy Conservation Equipment
 - Building Management Systems
 - Water Treatment
 - System Startup and Shutdown
 - Heating and Cooling System Design
 - Commercial and Industrial Refrigeration
 - Plastic Pipe and Fittings
 - Copper Pipe and Fittings
 - Cast-Iron Pipe and Fitting
 - Carbon Steel Pipe and Fitting
 - Corrugated Stainless Steel Tubing
 - Fixtures and Faucets
 - Installing and Testing DWV Piping
 - Installing Roof, Floor, and Area Drains
 - Installing and Testing Water Supply Piping
 - Installing Fixtures, Valves and Faucets
 - Installing Water Heaters
 - Fuel Gas Systems
 - Backflow Preventers
 - Sewage Pumps and Sump Pumps
 - Corrosive-Resistant Waste Piping
 - Compressed Air
8. That any disagreements which may arise regarding the interpretation or application of this agreement by the parties will be addressed and resolved by the City Manager of the City of Hays and the Dean of NCKTC. The City Commission of the City of Hays will become involved in resolving disagreements only under extraordinary circumstances.

MEMORANDUM OF AGREEMENT
Page 4

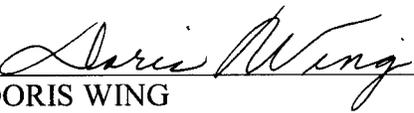
WITNESS OUR HANDS the date and year next set out beside our names.

THE CITY OF HAYS, KANSAS

By 

RON MELLICK
Mayor

ATTEST:



DORIS WING
City Clerk

NORTH CENTRAL KANSAS TECHNICAL
COLLEGE

By 

Clark Coco
President

It is mutually understood and agreed that all improvements to plumbing, heating, electrical equipment or other features of the building shall remain therein at the termination of this Lease, this applying to the building proper and not referring to any special connections or fittings installed in connection with or as part of the equipment owned by the Tenant. Tenant agrees to repair any damage done to the premises caused by the removal of any such special connections or fittings.

It is further agreed and understood that the [~~Tenant~~] [Landlord] shall maintain the roof, exterior walls, downspouts and structural parts of the building herein described. The Tenant shall maintain the interior of the building, including ordinary utility service, in good condition and repair and pay for all other replacements, repairs or redecorating during the full term of this Lease.

CITY OF HAYS

AGENDA ITEM COVER SHEET

COMMISSION AGENDA ITEM NO. 6

MEETING DATE: 1-9-14

TOPIC:

Amendment to Parking Regulations

ACTION REQUESTED:

Approve Ordinance No. 3878 adding verbiage to the existing parking regulations which provides an alternative method of calculating the minimum number of parking stalls required.

NARRATIVE:

During the development and after adoption of the current Comprehensive Plan in 2012, many issues were discussed as needing updating due to their antiquated or irrelevant nature when compared to present time standards. Staff, together with the Planning Commission, was tasked with reviewing one of those items, parking regulations, and determining a method to better provide an accurate number of parking stalls needed for any particular occupancy. Staff developed verbiage that can be added to the current regulations which would provide for an alternative method of calculating the required number of parking stalls needed for commercial locations. Staff, as well as the Planning Commission, recommends adopting the Ordinance as submitted which will provide more flexibility in determining the minimum number of parking stalls required.

PERSON/STAFF MEMBER(S) MAKING PRESENTATION:

Toby Dougherty, City Manager
I.D. Creech, Director of Public Works

ADMINISTRATION RECOMMENDATION:

Staff, as well as the Planning Commission, recommends adopting the Ordinance as submitted.

COMMITTEE RECOMMENDATION(S):

The Planning Commission has recommended adopting this ordinance as submitted.

ATTACHMENTS:

Staff Memo
Calculation Example
Ordinance No. 3878

Commission Work Session Agenda

Memo

From: Jesse Rohr, PIE Superintendent

Work Session: January 2, 2014

Subject: Amendment to Parking Regulations

Person(s) Responsible: Toby Dougherty, City Manager
I.D. Creech, Director of Public Works

Summary

During the development and after adoption of the current Comprehensive Plan in 2012, many issues were discussed as needing updating due to their antiquated or irrelevant nature when compared to present time standards. Staff, together with the Planning Commission, was tasked with reviewing one of those items, parking regulations, and determining a method to better provide an accurate number of parking stalls needed for any particular occupancy. Staff developed verbiage that can be added to the current regulations which would provide for an alternative method of calculating the required number of parking stalls needed for commercial locations. Staff, as well as the Planning Commission, recommends adopting the Ordinance as submitted which will provide more flexibility in determining the minimum number of parking stalls required.

Background

During the creation of the current Comprehensive Plan, adopted in 2012, and the Smart Growth EPA Workshop, also in 2012, many issues were discussed as needing updating when possible. In 2014, the City will be soliciting proposals for a possible re-write of the current regulations, but in the meantime, staff will be looking at some of the “small” issues and recommending changes as needed.

An immediate opportunity was determined in the area of parking requirements. Since the 1970’s drive-through restaurants, shopping centers, strip malls, and single-family neighborhoods away from core downtown area have place a greater dependence on the automobile in Hays. The City established parking regulations, often called off-street parking minimums, for each possible land use. Now, by regulation, when building a new house or shop, or often when a developer is simply remodeling a building or changing its use, the developer must provide a minimum number of off-street parking spaces. These regulations are meant to address demand for parking that cannot be met by nearby on-street spaces, but they have also led to increased development costs, less flexibility for adaptive reuse of existing buildings.

Discussion

The issue of parking can be a highly contentious and debatable matter when it comes to discussing minimum or maximum parking stalls required for a particular occupancy or zoning area. Currently, the City of Hays parking regulations, labeled as “first generation” by the Comprehensive Plan Consultant, tend to require an excess of parking stalls for a majority of business occupancies. Most are calculated on a square footage basis rather than a true occupancy number. Excess parking leads to:

- Increased and excessive storm water run-off
- Increased cost of initial installation of the parking stalls
- Ongoing maintenance leading to increased costs
- Reduced aesthetics
- Opportunity costs – highest and best use of land is not maximized; buildings and properties are left vacant
- Sprawl

Staff has reviewed many sources of discourse on the subject of parking to learn what other communities are attempting. The summation of the discussion can be seen in the following excerpt from Parking Spaces / Community Places Finding the Balance through Smart Growth Solutions by the Development, Community, and Environment Division (1807T) U.S. Environmental Protection Agency Washington, DC 20460 EPA 231-K-06-001 January 2006:

In calculating parking requirements, planners typically use generic standards that apply to individual land-use categories, such as residences, offices, and shopping. The most commonly used guidelines, issued by the Institute of Transportation Engineers in the Parking Generation Handbook (ITE, 2004), are based on observations of peak demand for parking at single-use developments in relatively low-density settings with little transit (Shoup, 2005)¹. In such places, the destinations are widely separated, parking is typically free, and walking, biking, and transit are not available.

As a result, planners assume in effect that every adult has a car, every employee drives to work, and every party visiting a restaurant arrives by car. Under these conditions, parking can take up more than 50 percent of the land used in a development (see figure). For more compact, mixed-use, walkable places, these standards end up calling for far more parking than is needed.

A surplus of parking really can be too much of a good thing. It creates a ‘dead zone’ of empty parking lots in the middle of what ought to be a bustling commercial district or

¹ UCLA Planning Professor Donald Shoup’s 2005 publication: *The High Cost of Free Parking*.

neighborhood. This dead zone means there is less room for the offices and homes that would supply a steady stream of office workers and residents who might patronize businesses in the area – and less room to cluster other businesses that will attract more foot traffic. Requiring more parking than the market actually demands adds substantial costs to development and redevelopment, and in some cases the added costs will prevent development altogether.

New Best Management Practices in parking requirements in zoning regulation allow consideration of:

- Development type and size;
- Development density and design
- Demographics;
- Availability of transportation choices;
- Surrounding land-use mix; and,
- Off-site parking

Staff began discussing this item with the Planning Commission to look for an alternative method in determining the minimum number of parking stalls required for any particular occupancy. Staff suggested the following addition to the current parking regulations:

- ▶ *Where approved by the Zoning Administrator, the actual number of parking spaces provided may be based on the actual number of occupants for whom each occupied space, floor, or building is designed, rather than the number of spaces determined by calculation.*

By adding this verbiage, an **alternative** method is provided to staff to help determine the minimum number of stalls required. An example of how this would work is provided with this memo as an attachment. The current regulations would remain, however more flexibility would be available under certain conditions and situations.

This is not an automatic exercise. Application and documentation would have to be provided to the Zoning Administrator for consideration. The appeals process would flow in the same manner as any other section of the zoning regulations.

The Planning Commission conducted a Public Hearing on this recommended change at the October 21, 2013 Planning Commission meeting. There was no discussion from anyone in the audience, since there was no audience. After a short presentation by staff, and discussion amongst the Planning Commissioners, it was passed by a favorable vote of 7-0 to recommend this verbiage as an addition to the existing parking regulations. Therefore, an ordinance has been prepared by staff for consideration by the City Commission that would add this alternative calculation method to the existing parking regulations.

Legal Consideration

There are no known legal obstacles to proceeding as recommended by City Staff.

Financial Consideration

N/A

Options

Options include the following:

- Approve the prepared Ordinance which adds an alternative method of calculating the minimum number of parking stalls
- Do not approve the Ordinance
- Provide other options or recommendations to staff
- Do nothing

Recommendation

Staff, as well as the Planning Commission, recommends adopting the Ordinance as submitted.

Action Requested

Approve an Ordinance adding verbiage to the existing parking regulations which provides an alternative method for calculating the minimum number of parking stalls required.

Supporting Documentation

Calculation Example
Ordinance

Actual Examples:

Chiropractic Office

- ▶ Under Current regulations:
 - 2400 sq. ft. building = 1 parking space/100 sq. ft.
 - ▶ = **24 spaces minimum**

- ▶ Under Recommended Wording Change:
 - Using **actual** occupancy of 1 Doctor, 1 Receptionist, 1 Assistant, 4 full exam/treatment rooms, 4 in waiting room
 - ▶ = **11 spaces**
 - ▶ = **difference of 13 spaces**

6 Bay Carwash – 4 automatic with dryers, 2 hand wash

- ▶ Under Current regulations:
 - 6 holding spaces for each washing stall + 2 drying spaces for each washing stall
 - ▶ = **36+12 = 48 stalls**

- ▶ Under Recommended Wording Change:
 - 6 holding spaces for each stall (remains the same) + 2 drying spaces for the 2 hand wash bays only
 - ▶ = **40 stalls**
 - ▶ = **difference of 8 spaces**

ORDINANCE NO. 3878

AN ORDINANCE AMENDING CHAPTER 71 OF THE CITY OF HAYS, KANSAS, MUNICIPAL CODE, BY MODIFYING ARTICLE III, DIVISION 2, SECTION 71-759 REGARDING REQUIRED PARKING SPACES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS:

Section 1. Chapter 71, Article III, Division 2, Section 71-759 of the City of Hays, Kansas Municipal Code is hereby amended as follows:

CHAPTER 71

ZONING

ARTICLE III. SUPPLEMENTARY DISTRICT REGULATIONS

DIVISION 2. PARKING AND LOADING REGULATIONS

Sec. 71-759 Required spaces.

Off-street parking spaces shall be provided as follows:

- (1) *Dwelling and Lodging Uses.*
 - a. *Boardinghouses or lodginghouses:* One parking space per each three sleeping rooms.
 - b. *Dormitories, fraternities, sororities:* Two parking spaces for each three occupants, based on the design maximum capacity of the building.
 - c. *Hotels and motels:* One space per each rental unit plus one space per each two employees in the largest working shift and such spaces as are required for restaurants, assembly rooms, and other affiliated facilities provided.
 - d. *Mobile home parks:* One parking space per each mobile home, plus one additional space for each two mobile homes.
 - e. *Nursing homes, rest homes, etc.:* One parking space per each five beds, based on the designed maximum capacity of the building, plus one parking space for each employee.
 - f. *Single-family dwellings:* One space per dwelling unit.
 - g. *Two-family and multiple-family dwellings:* 1½ spaces per dwelling unit.

(2) *Business, Commercial and Industrial Uses.*

- a. *Automobile, truck, trailer and mobile home sales and rental lots:* One parking space for each 3,000 square feet of open sales lot area devoted to the sale, display and rental of such vehicles, plus one parking space for each service bay and employee.
- b. *Automobile wrecking yards:* One space for each employee, plus one parking space for each 10,000 square feet of storage area.
- c. *Banks, post offices and business and professional offices:* One parking space for each 300 square feet of gross floor area.
- d. *Bowling alleys:* Five parking spaces for each lane.
- e. *Cartage, express, parcel delivery and freight terminal establishments:* One parking space for each two employees in the largest working shift in a 24-hour period, plus one parking space for each vehicle maintained on the premises.
- f. *Carwash:* Three holding spaces for each car washing stall, plus two drying spaces for each car washing stall.
- g. *Funeral homes and mortuaries:* One parking space for each four seats based upon the designed maximum capacity of the parlor, plus one additional parking space for each employee and each vehicle maintained on the premises.
- h. *Furniture and appliance stores, household equipment or furniture repair shop:* One parking space for each 400 square feet of floor area.
- i. *Manufacturing, production, processing, assembly, disassembly, cleaning, servicing, testing or repairing of goods, materials or products:* One per three employees, based upon the largest working shift in any 24-hour time period.
- j. *Medical and dental clinics or offices:* One parking space for each 100 square feet of floor space.
- k. *Restaurants, nightclubs, taverns and lounges:* One parking space for each 2½ seats based on the maximum designed seating capacity; provided, however, that drive-in restaurants shall have a minimum of at least ten parking spaces.
- l. *Retail stores and shops:* One space per 200 square feet of floor area.

- m. *Service stations:* One parking space for each employee plus two spaces for each service bay.
 - n. *Theaters, auditoriums, and places of assembly with fixed seats:* One space for each 3½ seats.
 - o. *Theaters, auditoriums, and places of assembly without fixed seats:* One parking space for each three people, based upon the designed maximum capacity of the building.
 - p. *Warehouse, storage and wholesale establishments:* One parking space for each two employees based upon the largest working shift in any 24-hour period.
 - q. *All other business and commercial establishments not specified above:* One parking space for each 30 square feet of floor area.
- (3) *Other Uses.*
- a. *Churches:* One parking space for each four seats, based upon the maximum designed seating capacity, including choir lofts.
 - b. *Elementary, junior high and equivalent parochial and private schools:* Two for each classroom.
 - c. *High schools, colleges, universities and other similar public or private institutions of higher learning:* Eight parking spaces for each classroom, plus one space for each two employees.
 - d. *Hospitals:* One parking space for each two beds, plus one parking space for each resident or staff doctor, plus one space for each two employees based on the largest working shift in any 24-hour period.
 - e. *Laundromats:* One space for each two washing machines.
 - f. *Nursery schools and day care centers, public or private:* One parking space for each employee.
 - g. *Private clubs, lodges and union headquarters:* One parking space for each three seats, based upon the design maximum seating capacity.
 - h. *Swimming pools and clubs:* One parking space for each 38 square feet of water area.
 - i. *Trade and commercial schools:* One parking space for each three students and employees.

- (4) *Alternative Calculation Method.* Where approved by the Planning, Inspection and Enforcement Superintendent, the actual number of parking spaces provided may be based on the actual number of occupants for whom each occupied space, floor or building is designed, rather than as provided above.

Section 2. The ordinance shall take effect and be in force from and after its passage and publication in the Hays Daily News, the official city newspaper.

PASSED by the Commission on January 9, 2014.

KENT L. STEWARD
Mayor

ATTEST:

BRENDA KITCHEN
City Clerk

(SEAL)

COMMISSION INFORMATIONAL MEMORANDUM

TO: City Commission
FROM: Toby Dougherty, CPM
City Manager
DATE: January 6, 2014

The Great Lakes On-Time Report for December 2013 is attached.

If you have any questions regarding this information, please do not hesitate to contact me.

Great Lakes Airlines On-Time Report

| Dec-13 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | Under 15 Min On-Time | 15-44 Min Late | 45-74 Min Late | 75 -104 Min Late | 105 Min Late or more | Canceled | | | | | | | | | |
|----------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----------------------|----------------|----------------|------------------|----------------------|----------|-----|--|-----|-----|-----|-----|-----|-----|-----|
| Mon-Fri | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 630 | C | C | L | x | x | | | | x | x | x | C | x | | | x | C | C | x | x | | | x | C | C | x | C | | | C | x | | | | | | | | | | | | | | | |
| 645 | C | C | L | x | x | | | | x | x | x | C | x | | | x | C | C | x | x | | | x | C | C | x | C | | | C | x | | | | | | | | | | | | | | | |
| 1016 | x | x | C | C | C | | | | L | L | C | x | x | | | L | L | L | x | x | | | L | C | L | L | L | | | C | C | | | | | | | | | | | | | | | |
| 1026 | x | x | C | C | C | | | | L | L | C | x | L | | | L | L | L | x | x | | | L | C | L | L | L | | | C | C | | | | | | | | | | | | | | | |
| 1311 | x | x | L | x | L | | | | x | L | x | x | L | | | C | L | x | C | L | | | C | x | x | x | C | | | L | x | | | | | | | | | | | | | | | |
| 1321 | x | x | L | x | L | | | | x | L | x | x | L | | | C | L | L | C | L | | | C | L | x | x | C | | | L | x | | | | | | | | | | | | | | | |
| 1425 | x | x | L | x | x | | | | x | x | x | x | L | | | C | L | x | C | C | | | C | L | x | x | C | | | L | x | | | | | | | | | | | | | | | |
| 1435 | x | x | L | x | x | | | | x | x | x | x | L | | | C | L | L | C | C | | | C | L | x | x | C | | | L | x | | | | | | | | | | | | | | | |
| 1626 | L | L | C | L | C | | | | C | x | x | x | L | | | L | C | L | x | C | | | L | L | x | C | x | | | x | L | | | | | | | | | | | | | | | |
| 1636 | L | L | C | L | C | | | | C | x | x | x | L | | | L | C | L | x | C | | | L | L | x | C | x | | | x | L | | | | | | | | | | | | | | | |
| 2156 | C | L | L | x | x | | | | x | L | C | x | x | | | C | C | L | x | L | | | C | C | x | C | C | | | L | L | | | | | | | | | | | | | | | |
| 2206 | C | L | L | x | x | | | | x | L | C | x | x | | | C | C | L | L | L | | | C | C | x | C | C | | | L | L | | | | | | | | | | | | | | | |
| Saturday | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 715 | | | | | | | x | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | 75% | | | | 25% | | | | |
| 725 | | | | | | | L | | | | | | | | L | | | | | | | | | | | | | | | | | | | | | | | | | 75% | | | | 25% | | |
| 1250 | | | | | | | C | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | 25% | | 25% | | 50% | | |
| 1300 | | | | | | | C | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | 25% | | 25% | | 50% | |
| 1406 | | | | | | | x | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | 50% | | | 25% | 25% | |
| 1416 | | | | | | | x | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | 50% | | 25% | 25% | |
| 1931 | | | | | | | C | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | 25% | | 25% | | 50% | |
| 1941 | | | | | | | C | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | 25% | | | | 75% | |
| Sunday | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 845 | x | | | | | | C | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | 40% | | | | 60% | |
| 855 | x | | | | | | C | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | 40% | | 20% | | 40% |
| 1250 | x | | | | | | L | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | 80% | | | 20% | |
| 1300 | x | | | | | | L | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | 60% | | 20% | | 20% |
| 1626 | x | | | | | | L | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | 60% | | 20% | | 20% |
| 1636 | x | | | | | | L | | | | | | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | 60% | | 20% | | 20% |
| 2156 | C | | | | | | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 20% | | 40% | | 40% |
| 2206 | C | | | | | | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 20% | | 40% | | 40% |

No time logged =na
 Late=L
 On Time=x
 Canceled=C

| | | | | | | |
|--|------------|------------|------------|-----------|-----------|------------|
| Average | 40% | 14% | 10% | 3% | 3% | 30% |
| Total Flights - 336 | 133 | 48 | 35 | 10 | 10 | 100 |
| Percentage of flights delayed or canceled | 60% | | | | | |

On time means <= 15 minutes