



Wichita-Sedgwick County Metropolitan Area Planning Department

July 30, 2021

Power Community Development Corporation
1802 N. Hydraulic Ave.
Wichita, KS 67214

LK Architecture, Inc.
Attn: Tony Rangel
345 Riverview, Suite 200
Wichita, KS 67203

Re: BZA2021-00036: City zoning Administrative Adjustment to reduce the number of parking spaces to zero on property zoned GC General Commercial by providing off-site parking on an adjacent lot. Site is located approximately 60 feet north of E. 9th St. North on the west side of N Cleveland Avenue (1007 N. Cleveland Ave.)

Legal Description: Lot 1, Block 1, Historic Dunbar Theater Addition, Wichita, Sedgwick County, Kansas

Dear Applicant,

We reviewed your Zoning Adjustment request to reduce the parking requirement for the above-referenced property and all the required parking to be located off-site. We understand that Power Community Development Corporation has a Shared Parking and Covenant Agreement with Unified School District USD 259 provide 17 off-site parking spaces as required by the Unified Zoning Code (UZC)

Sec. IV-A.9 allows the Zoning Administrator to authorize a reduction in the number of required Parking Spaces for multiple use Developments or for Uses that are located near one another and that have different peak parking demands and operating hours. Sec. IV-A.10 allows the Zoning Administrator to permit up to 100% of the required Parking Spaces to be located on a remote Lot, which is defined as a Lot separated by a Street, Alley or Lot under separate ownership or control from the Lot on which the Principal Use is located. These adjustments may be allowed when the conditions required by Sec. V-I.6 of the Code are met.

We find that the parking requirement reduction as proposed meets the four conditions required by Sec. V-I.6 of the Code as set out below:

- 1) Impact on safety and convenience of vehicular and pedestrian circulation: The proposed reduction in parking requirement should have no impact on the safety and convenience of vehicular and pedestrian circulation in the vicinity of the application area. The off-site


parking area is located approximately 300 feet south of the subject site.

- 2) Impact on existing uses in surrounding areas: The proposed reduction in parking should not impact the surrounding uses in the immediate area.
- 3) Compatibility with existing or permitted uses on abutting sites: Properties to the north, south, east and west are zoned GC General Commercial and are developed with a commercial block, residences, vacant restaurant and public school. The public school property is partially zoned SF-5 Single-Family Residential which provides parking for the school. Therefore the re-location of off-site parking within 300 feet should not compromise existing or permitted uses on abutting sites. Street visibility will not be affected.
- 4) Effect on public health, safety or welfare: The public's safety, health and welfare should not be impacted.

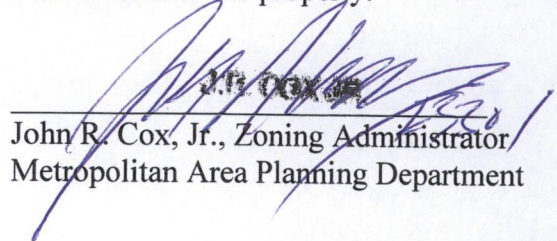
Our signatures below indicate that an Administrative Adjustment to reduce required on-site parking spaces to zero and providing off-site parking spaces by a Covenant and Agreement with USD 259 is hereby **GRANTED** for the aforementioned property subject to the following conditions:

- 1) The site shall be developed in general conformance with the approved site plan.
- 2) This adjustment shall apply only to the general uses shown on the approved site plan. Any additional uses, change in uses, or occupancy level over 49 will require parking standards to be met.
- 3) If the parking agreement with USD 259 is voided, the required parking spaces shall be provided on-site.
- 4) All parking shall be paved and marked in accordance with City standards.
- 5) If the Zoning Administrator finds that there is a violation of any of the conditions of the Administrative Adjustment, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Zoning Adjustment is null and void.

The "Development Application" sign should now be removed from the property.



Scott Wadle, Director
Metropolitan Area Planning Department



John R. Cox, Jr., Zoning Administrator
Metropolitan Area Planning Department

cc: MABCD
Brandon Johnson, CM District I
Maddy Campbell, Community Services Representative District I

Shared Parking Covenant
and Agreement

After Recording, mail to:

Metropolitan Area Building and Construction Department
City of Wichita
271 West 3rd Street North, Suite 101
Wichita, KS 67202

COVENANT AND AGREEMENT
REGARDING MAINTENANCE OF SHARED PARKING SPACES
(Corporation)

THIS COVENTANT AND AGREEMENT, executed this 15th day of June, 2021.

WITNESSETH: That,

WHEREAS, the undersigned are the owners of the below-described real property by virtue of a deed filed of record with the Register of Deeds of Sedgwick County.

LEGAL DESCRIPTION OF SHARED PARKING SITE:

Lots 13-15-17-19-21-23, Hammond's Addition (Dunbar School)

WHEREAS, the undersigned certifies that if this document is executed by one officer of the Corporation, the Bylaws of said Corporation are so structured to allow said officer to act as sole authorized agent for the Corporation.

WHEREAS, the undersigned are agreeable to the use of the above described real property for the purpose of providing seventeen (17) off-street parking stalls between the hours of 8 a.m. and 12:00 a.m. midnight, Monday through Saturday and 8 a.m. to 6:00 p.m. on Sundays, except Tuesday & Thursday from 3:00 p.m. to 8:00 p.m. and during the two-week school enrollment period from 8:00 a.m. to 5:00 p.m., to serve the users of the building located at 1007 North Cleveland in Wichita, Kansas which is located on land legally described as follows:

LEGAL DESCRIPTION OF BUILDING SITE TO BE SERVED:

Lot 1, Block 1, Historical Dunbar Theater Addition

WHEREAS, Art. IV, Section IV-A, Sub Section 9 of the Zoning Ordinance of the City of Wichita permits seventeen (17) off-street parking stalls to be located off site within a shared parking lot, provided the shared parking site is located in proximity to the use it serves, is not in full use between the hours of 8 a.m. and 12:00 a.m. midnight, Monday through Saturday and 8 a.m. to 6:00 p.m. on Sundays, and not to be used Tuesday & Thursday from 3:00 p.m. to 8:00 p.m., and during the two-week school enrollment period, 8:00 a.m. to 5:00 p.m., and the shared parking agreement is filed on record with the Register of Deeds of Sedgwick County, Kansas.

NOW, THEREFORE, the undersigned hereby covenant and agree with the City of Wichita that an off-site parking area containing not less than ninety (90) useable, accessible and conforming automobile parking spaces will be provided and maintained between the hours of 8 a.m. and 12:00 p.m. midnight, Monday through Saturday and 8 a.m. to 6:00 p.m. on Sundays on the real property first described above.

Shared Parking Covenant and Agreement

This covenant and agreement shall run with the land and shall be binding upon ourselves and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect so long as said building to be served is maintained without providing automobile parking spaces on the same lot and/or another off site shared lot as required by the provisions of the City of Wichita Zoning Ordinance, or unless otherwise released by authority of the Superintendent of Central Inspection.

THIS COVENTANT AND AGREEMENT executed as of the first above written.

Stan Reeser
(Signed) Stan Reeser

BOE PRESIDENT
(Title)

David Bower CDC
(Signed)

David Bower CDC 6/1 6/21
(Title)

Unified School District (USD) 259
STATE OF KANSAS)

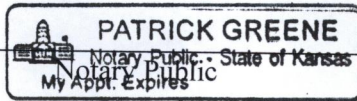
) ss.

COUNTY OF SEDWICK)

The foregoing instrument was acknowledged before me this 30 day

of June, 2021, by Stan Reeser

Patrick Greene



My Appointment Expires: June 17, 2025

POWER COMMUNITY DEVELOPMENT CORPORATION

STATE OF KANSAS)

) ss.

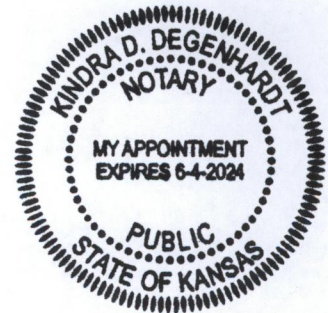
COUNTY OF SEDWICK)

The foregoing instrument was acknowledged before me this 16 day

of June, 2021, by Kindra D. Degenhardt

Kindra D. Degenhardt
Notary Public

My Appointment Expires: 06/09/2024



FOR DEPARTMENT USE ONLY

Accepted by _____
Metropolitan Area Building and
Construction Department, City of
Wichita, Kansas

SITE PLAN

APPROVED 7-30-21 BY *PLMorgan*

PRINTS ISSUED	NO.
DATE	FOR PERMIT
5/21/21	

**HISTORIC DUNBAR
THEATRE RENOVATION
PHASE 1A**
1007 North Cleveland Avenue
Wichita, Kansas 67214

Architecture • Engineering • Planning • Interior Design • Landscape Architecture
LKArchitecture



LKArchitecture, Inc.
3415 Riverway Wichita, KS 67203
T 316.266.0230 F 316.266.0205
www.lkarch.com
CONTACT: Tom Morgan, AIA, LEED AP
CARRIE COOK, LEED AP
PROJECT NUMBER: **21125**
SHEET TITLE: FLOOR PLAN, RESTROOM, ELEVATIONS & TIE-IN SCHEDULE
SHEET NUMBER: **A1.0** OF 2

ROOM FINISH SCHEDULE

ROOM	NAME	FLOOR	BASE	NORTH	SOUTH	WEST	EAST	CEILING	REMARKS
100	ENTRANCE VESTIBULE	V011	V011	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
101	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
102	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
103	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
104	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
105	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
106	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
107	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
108	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
109	OFFICE	P01	P01	CEILING	CEILING	CEILING	CEILING	CPT	SEE FINISH SCHEDULE
110	HALLWAY #1	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
111	HALLWAY #2	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
112	HALLWAY #3	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
113	HALLWAY #4	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
114	HALLWAY #5	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
115	HALLWAY #6	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
116	HALLWAY #7	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
117	HALLWAY #8	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
118	HALLWAY #9	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
119	HALLWAY #10	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
120	HALLWAY #11	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
121	HALLWAY #12	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
122	HALLWAY #13	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
123	HALLWAY #14	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
124	HALLWAY #15	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
125	HALLWAY #16	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
126	HALLWAY #17	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
127	HALLWAY #18	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
128	HALLWAY #19	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
129	HALLWAY #20	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
130	HALLWAY #21	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
131	HALLWAY #22	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
132	HALLWAY #23	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
133	HALLWAY #24	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
134	HALLWAY #25	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
135	HALLWAY #26	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
136	HALLWAY #27	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
137	HALLWAY #28	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
138	HALLWAY #29	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
139	HALLWAY #30	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
140	HALLWAY #31	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
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142	HALLWAY #33	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
143	HALLWAY #34	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
144	HALLWAY #35	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
145	HALLWAY #36	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
146	HALLWAY #37	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
147	HALLWAY #38	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
148	HALLWAY #39	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
149	HALLWAY #40	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
150	HALLWAY #41	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
151	HALLWAY #42	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
152	HALLWAY #43	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
153	HALLWAY #44	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
154	HALLWAY #45	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
155	HALLWAY #46	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
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190	HALLWAY #81	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
191	HALLWAY #82	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
192	HALLWAY #83	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
193	HALLWAY #84	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
194	HALLWAY #85	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
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198	HALLWAY #89	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
199	HALLWAY #90	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
200	HALLWAY #91	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
201	HALLWAY #92	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
202	HALLWAY #93	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
203	HALLWAY #94	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
204	HALLWAY #95	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
205	HALLWAY #96	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
206	HALLWAY #97	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
207	HALLWAY #98	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
208	HALLWAY #99	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE
209	HALLWAY #100	H01	H01	MASONRY	MASONRY	MASONRY	MASONRY	CPT	SEE FINISH SCHEDULE

RESTROOM ACCESSORY SCHEDULE

NO.	QTY.	DESCRIPTION	MODEL NO.
1	2	PAPER TOWEL DISPENSER	BORRICK-BANKS OR EQUAL
2	2	3" GRAB BAR	BORRICK-BANKS OR EQUAL
3	2	4" GRAB BAR	BORRICK-BANKS OR EQUAL
4	2	TOILET PAPER ROL DISPENSER	BORRICK-BANKS OR EQUAL
5	2	TRASH CAN	BORRICK-BANKS OR EQUAL
6	2	2" X 1/2" BRIBOR	BORRICK-BANKS OR EQUAL
7	2	COAT HOOK	BORRICK-BANKS OR EQUAL
8	2	BNAT CHANGING STATION	KOHLER OR EQUAL
9	2	SOAP DISPENSER	BORRICK-BANKS OR EQUAL
10	2	ACCESSIBLE TOILET SEAT	(1) MEN (1) WOMEN

GENERAL ADA PLUMBING NOTES:

- WATER CLOSET CONTROLS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRIPPING, PINCHING, OR TWISTING OF THE WRIST.
- WATER CLOSET CONTROLS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRIPPING, PINCHING, OR TWISTING OF THE WRIST.
- THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 POUNDS FORCE.
- IF SELF-CLOSING VALVES ARE USED, THEY SHALL REMAIN OPEN FOR AT LEAST 10 SECONDS.
- FAUCET CONTROLS AND OPERATING MECHANISMS SHALL NOT BE LOCATED IN A POSITION THAT REQUIRES REACHING OR TWISTING OF THE WRIST (OPERABLE WITH ONE HAND SUCH AS LEVER-OPERATED) AND AN OPERATING FORCE NOT EXCEEDING 5 POUNDS.
- LAV - INSULATE ALL EXPOSED PLUMBING LINES AND DRAINS.

