

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is entered into this ____ day of January, 2012, by and between United Methodist Open Door, Inc., a Kansas corporation, hereinafter referred to as “Landlord,” and Sedgwick County, Kansas, sometimes herein referred to interchangeably as “Lessee” or “Sedgwick County.”

WITNESSETH:

WHEREAS, Lessee, through Sedgwick County COMCARE operates a Center City program for providing assistance to homeless individuals; and

WHEREAS, Landlord agrees to make available to Lessee the Premises (defined below) for use in its Center City program; and

WHEREAS, the Premises (defined below) is located within Landlord’s larger facility (comprised of 3 buildings), and associated parking, that has the business address of 402 E. Second Street, Wichita, Kansas 67202 (“Facility”); and

WHEREAS, Lessee’s presence at, and the operation of Lessee’s programs within, the Facility contributes importantly to the accomplishment of Landlord’s exempt purposes.

NOW THEREFORE, In consideration of the foregoing and the covenants and promises contained hereinafter, it is mutually agreed as follows:

1. **Premises.** Landlord hereby leases to Lessee for the term hereof, and Lessee leases from Landlord, on the terms and conditions hereinafter set forth, a certain area within the Facility identified as “Condominium Unit A” containing a stipulated 7,474 square feet of commercial building space (“Premises”) and common use of the parking lots as specified in Section 8 below, also owned by Landlord, all as shown as **Exhibit “A,”** attached hereto and incorporated herein. The parties stipulate and agree that the square footage measurements contained in this Section 1 are true and correct, and that neither party shall have the right to re-measure the Premises for purposes of recalculating rental hereunder. Landlord also grants to Lessee the nonexclusive use of the following common areas: the elevator, entrance and stairway to Premises as depicted on Exhibit A.

2. **Term.** The term of this Agreement is for five (5) years with the period commencing on the 1st day of February, 2012, and ending at midnight on the 31st day of January, 2017, or such earlier date as this Agreement may terminate as hereinafter provided (“Term”). This Agreement shall automatically renew for five (5) successive one-year terms unless either party provides written notice of intent not to renew 180 days prior to the expiration of the current term. Possession of the Premises will be granted to Lessee at the beginning of the Term. If Landlord grants possession to Lessee prior thereto, then Lessee agrees to be bound by the terms of this Agreement for such period as

well, except that (i) no rent or reimbursements will be due under Sections 3, 4, or 6 for such advance period.

3. Rental. Lessee agrees to pay to Landlord, its successors and assigns, without demand, as rental on the Premises a fixed rental payment (the "Fixed Rent"). The Fixed Rent shall be deemed immediately due and payable from Lessee to Landlord as of the first day of the Term, and as applicable, provided, however, that so long as Lessee is not in default under this Agreement, Landlord agrees to accept payment of Fixed Rent in monthly installments as follows:

<u>Time Period</u>	<u>Annual Rental</u>
02/01/2012-01/31/2017	\$84,000.00 /\$11.23 per square foot

The first Fixed Rent payment shall be due on February 1, 2012 (the "Rent Commencement Date"). All rental reserved herein, shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate Fixed Rent for irregular periods of less than one (1) year, an appropriate pro-rata adjustment shall be made on a daily basis in order to compute Fixed Rent for such irregular period. Provided that both parties agree to renew this Agreement for the optional one-year terms, rental amounts shall remain the same and shall be paid using the same process as outlined above.

4. Utilities. Landlord will be responsible for all water, sewer and trash services for the Facility. Lessee will promptly reimburse Landlord for 20.7% of the Facility's total electricity and gas charges upon receipt of a monthly invoice from Landlord.

5. Janitorial and Security Services. Lessee will provide, at its sole cost (i) maintenance of the Premises not required of Landlord under Section 12; and ii) janitorial services within the Premises; and (iii) security services for the Facility during normal business hours. The manner in which Lessee will provide security services shall be determined in its reasonable discretion.

6. Taxes. Lessee will promptly reimburse Landlord for the property taxes attributable to the Premises and 33% of the taxes attributable to the parking lot located at 302 N. Emporia Ave. (Legal: Lots 43-45, J.R. Mead's Add.).

7. Americans with Disabilities Act Modifications. Landlord shall comply with the applicable requirements of the Americans with Disabilities Act (ADA) and Amendments; provided, however, that once the Premises are deemed to comply with the ADA upon commencement of this Agreement, except with regard to those maintenance items listed in Paragraph 12, Lessee will insure continued compliance throughout the term hereof. Lessee has completed its ADA assessment of the Facility and has approved the Premises' compliance with the ADA except for the listing of deficiencies, which will be the responsibility of the Landlord to correct, set forth on Exhibit B – ADA Assessment Report, which is attached hereto and incorporated herein by reference.

8. Parking. Lessee's employees who require accommodations under the ADA and members of the public who come to the Premises to receive services from Lessee shall have the right to use, in common with other occupants of the Facility, the parking lot located at 406 E. 2nd Street, Wichita, Kansas. Lessee's employees who do not require

accommodations under the ADA shall have the right to use, in common with other occupants of the Facility, the parking lot located at 302 N. Emporia, Wichita, Kansas. Landlord is responsible for proper striping, signage and ice and snow removal.

9. Liens and Encumbrances. Lessee agrees to not allow any liens or encumbrances to attach to the Facility during the term of this Agreement.

10. Termination. Either party may terminate this Agreement upon a one hundred and twenty (120) day written notice, pursuant to Section 21 below. If, however, either party breaches any provision of this Agreement, the non-breaching party shall have all the rights allowed by state law, including the right to terminate this rental Agreement if allowed by state law, and pursue any remedies allowed by law. At the termination of the tenancy, Lessee agrees to promptly return all keys and peacefully surrender the Premises to Landlord in as good a condition as when received.

11. Condition of Premises. Lessee shall keep said Premises and appurtenances in good, sanitary, and tenantable condition, free from filth, nuisance, or danger of fire, and will use the same so as to fully meet and comply with all health and police regulations and ordinances and all other laws now in force or which may hereafter be enacted by the City of Wichita, State of Kansas, or federal government or department thereof. Landlord shall ensure that Premises are clean and in leasable condition upon delivery of Premises at commencement of the Agreement.

12. Maintenance. Landlord shall maintain all exterior and structural walls, windows, roof, heating, ventilating and air conditioning, plumbing, and electrical systems in good operational condition, shall provide expeditious snow and ice removal in a manner consistent with generally accepted standards in this area to allow for safe entrance to and from the building for all occupants, and shall be responsible for mowing, broken glass, any other structural repairs needed, outdoor ADA issues and any other exterior maintenance that may arise. At the termination of the tenancy, Lessee shall surrender the Premises in as good a condition as when first received, reasonable wear and tear excepted.

13. Improvements and Alterations. Lessee shall make no material changes or alterations to the Premises unless permission to make the changes and alterations has first been obtained from Landlord by written consent. All improvements which are not fixtures and which are not specifically identified as belonging to Landlord shall remain the property of Lessee. At the termination of this Agreement, Lessee shall have the option of removing all such fixtures and leasehold improvements belonging to Lessee and restoring the Premises to its original condition, less ordinary wear and tear; or with the consent of Landlord may leave said fixtures and leasehold improvements in place. In the event that said fixtures and leasehold improvements are not removed within fifteen (15) days after the termination of this Agreement, Landlord shall have the option of taking title to all such fixtures and leasehold improvements immediately.

14. Lessor-Lessee Relationship. Nothing contained herein shall be deemed or construed by the parties hereto, or any third party, as creating a relationship of principal and agent, partnership, joint venture or similar relationship or arrangement between the parties.

15. Expenses. If either party incurs any expenses to enforce any provision of this Agreement, including reasonable attorney's fees, either before or after either party begins an action in a court, the losing party in the suit or action, or the party defaulting on this Agreement if there is no suit or action, shall pay the other party's expenses and reasonable attorney's fees, including attorney's fees at trial and on any appeal of any suit or action.

16. Access. Lessee shall allow Landlord reasonable access to the Premises to inspect or repair any portion of the Premises as necessary. Landlord must exercise this right of access reasonably, and shall not use it to harass the Lessee in any way. Landlord shall give Lessee reasonable notice before inspecting or repairing the Premises.

17. Insurance on Lessee's Property. Lessee acknowledges that Landlord is not responsible for insuring any of Lessee's property. Lessee is self-insured.

18. Indemnification, Hold Harmless and General Liability Insurance. Lessee shall indemnify and hold Landlord harmless from and against any and all liabilities, claims and costs (including reasonable attorney's fees, penalties and fines) for death, injury or damages for persons, or property during the term of this Agreement, arising from Lessee's negligent acts, omissions, or the negligent acts or omissions of Lessee's agents, employees, contractors or invitees, subject to the requirements of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. Landlord shall indemnify and hold Lessee harmless from and against any and all liabilities, claims and costs (including reasonable attorney's fees, penalties and fines) for death, injury or damages for persons, or property during the term of this Agreement, arising from Landlord's negligent acts, omissions, or the negligent acts or omissions of Landlord's agents, employees, contractors or invitees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this Agreement.

Lessee shall provide to Landlord documentation showing that Lessee has sufficient reserves to meet any potential liability occasioned by Lessee's occupancy of the Premises. Neither the attainment of insurance by Lessee nor the execution of this contract by either party shall constitute a waiver of any applicable exemption from liability or limitation of liability provided to Lessee pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. Nothing contained herein shall be construed to be a purchase of insurance as contemplated by K.S.A. 75-6111.

Sedgwick County is self-insured for injuries or damages to persons in accordance with the Kansas Tort Claims Act.

19. Default. If either party defaults in the performance of any term, covenant, or condition required to be performed by the party under this Agreement, the other party may elect to terminate this Agreement on giving at least thirty (30) days notice of such intention to the defaulting party, thereby terminating this Agreement on the date designated in the notice, unless the default is cured prior to the expiration of the thirty (30) day period, or, if the default cannot reasonably be cured within such period, is commenced within such period and prosecuted with reasonable diligence.

20. Destruction – Eminent Domain. Both parties agree that in the event more than one-half of the Premises is destroyed by fire or other loss, or is taken by eminent domain, this Agreement shall become void at the option of either party.

21. Written Notice. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Notices shall be sent to:

Landlord: United Methodist Open Door, Inc.
Attn: Executive Director
P.O. Box 2756
Wichita, KS 67201-2756

and

Foulston Siefkin LLP
Attention: Real Estate
1551 Waterfront Parkway, Suite 100
Wichita, KS 67206

Lessee: COMCARE of Sedgwick County
Attn: Lease Notification
635 N. Main,
Wichita, KS 67203-3752
PHONE (316) 660-7600
FAX (316) 383-7925

and

Sedgwick County Project Services
Attention: Lease Notification
538 N. Main
Wichita, KS 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

22. Complete Agreement. This is the complete and final agreement of the parties regarding rental of the Premises. This Agreement replaces any prior written or oral agreements regarding the Premises.

23. Modifications. Neither this Agreement nor any of the rights secured to any of the parties hereto may be waived, modified, supplemented, or otherwise altered unless done so in writing duly signed by all the parties hereto.

24. EPA. Landlord will ensure that the Facility is not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify Lessee and the State of Kansas of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that the Facility is under consideration for such listing by the EPA.

25. Satisfaction with Premises. Lessee agrees that Lessee has personally inspected the Premises and common areas and finds them satisfactory at the time of signing this Agreement. The parties agree that they have both read all the provisions contained in this Agreement. The parties agree that they have not made any promises that this Agreement does not contain.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. If any provision of this Agreement contravenes any law or is unenforceable, such provision shall be deemed null and void and not a part of this Agreement as if it had never been a part of this Agreement from its inception, and the remainder of the Agreement shall be valid and binding as though such provision were not herein included.

27. Use of Language. Words of any gender used in this Agreement shall be held and construed to include words of any other gender, and words in the singular shall be held to include the plural, unless the context requires otherwise.

28. Captions. The captions or headings of paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof if any questions of intent or meaning should arise.

29. Time of Essence. Time is of the essence to this Agreement and to all terms, covenants, promises and conditions contained herein.

30. Successors and Assigns. The covenants, agreements and payments herein contained shall extend to and bind the permitted heirs, administrators, executors, trustees, successors, and assigns of each of the parties hereto, except as herein otherwise provided.

31. Authority to Execute. Both parties hereto acknowledge that each has the authority to execute this Agreement on behalf of the party represented.

32. Cash Basis and Budget Laws. Landlord acknowledges and agrees that the indebtedness or obligations created under this Agreement or any addendum or addenda hereto is subject to the Kansas Budget Law (K.S.A. 79-2925, et seq.) and to the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.); and as such, it is further agreed that:

- (a) Lessee is obligated only to pay periodic payments or monthly installments as may lawfully be paid from either:
 - (1) funds budgeted and appropriated for that purpose during the Lessee's current budget year; or,
 - (2) funds made available from any lawfully operated revenue-producing source.
- (b) Lessee does not guarantee that unbudgeted funds will be made available for payment of the above-referenced obligations. In the event such funds are not budgeted, then this Agreement and any addenda shall terminate, effective December 31 of the year in which such budget is approved, and Lessee shall not be obligated to pay any further amounts hereunder.

33. Notice of Claim or Suit. Sedgwick County agrees to promptly notify Landlord in writing of any claim, action, proceeding or suit instituted or threatened against Lessee and arising from or otherwise related to its occupancy of the Premises.

34. Fixtures. Sedgwick County is self-insured for all trade fixtures, merchandise and personal property on or upon the Premises.

35. Increase in Fire Insurance Premium. Sedgwick County agrees not to keep upon the Premises any articles or goods that may be prohibited by any standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the within Premises shall be increased by reason of any use of the Premises made by Sedgwick County then Sedgwick County shall pay to Landlord such increase in insurance as shall be occasioned by said use, within ten (10) days of Lessee's receipt of a bill for same.

36. Mutual Waiver of Subrogation. Landlord and Sedgwick County hereby waive the rights each may have against the other on account of any loss or damage occasioned to Landlord or Sedgwick County, as the case may be, their respective property, the Premises or its contents, arising from any risk insured against by Landlord or Sedgwick County, and the parties each, on behalf of their respective insurance companies insuring

the property of either Landlord or Sedgwick County against any such loss, waive any right of subrogation that it may have against Landlord or Sedgwick County, as the case may be. The release and waiver of subrogation rights provided herein shall apply only if and to the extent that insurance proceeds are in fact paid to or for the account of the party giving the release hereunder.

37. Fire or Other Casualty. If the Premises shall be partially damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same (exclusive of Sedgwick County's trade fixtures, decorations, signs and contents) substantially to the condition thereof immediately prior to such damage or destruction; limited, however, to the extent of the insurance proceeds received in hand by Landlord therefor. If by reason of such occurrence, (a) the Premises are damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies, or (b) the Premises are damaged in whole or in part during the last year of the Agreement term (or at any time during any renewal term exercised prior to such loss) hereof; or (c) the Facility is damaged (whether or not the Premises are damaged) to an extent of thirty percent (30%) or more of the value thereof; or (d) any portion or all of said Facility is damaged (whether or not the Premises are damaged) to such an extent that it cannot, in the sole judgment of Landlord, be operated as an integral unit, then in any of such event, Landlord may elect either to repair the damage as aforesaid, or cancel this Agreement by written notice of cancellation given to Sedgwick County within one hundred eighty (180) days after the date of such occurrence, and thereupon this Agreement shall cease and terminate with the same force and effect as though the date set forth in Landlord's said notice were the date herein fixed for the expiration of the term hereof and Sedgwick County shall immediately vacate and surrender the Premises to Landlord. Upon the termination of this Agreement as aforesaid, Sedgwick County's liability for the rents reserved hereunder shall cease as of the effective date of the termination of this Agreement.

38. Habitability. If the Premises during the term of this Agreement shall become, by reason of fire or other casualty, so damaged that the same is not habitable or cannot be made habitable for Lessee's normal course of business within three (3) months after the occurrence of such casualty, then this Agreement and rental payments shall cease, and the accrued rent shall be paid up to the time of the fire or other casualty. Provided, however, in the event the Premises can be made habitable within such three (3) months, then this Agreement shall continue in full force and effect. Landlord shall rebuild, recondition, or repair said Premises, as soon as possible, and the rent shall abate only while the premises are not habitable.

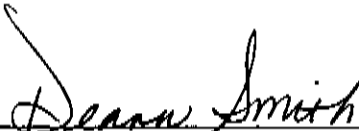
39. Removal of Fixtures. Tenant may remove from the Premises at the termination of this Agreement any and all furniture and trade fixtures it may have installed in or placed upon the Premises; provided, however, that Tenant shall make all necessary repairs to the Premises occasioned by such removal.

40. **Assignment/Sublease.** Lessee shall not assign the Agreement nor sublease the Premises.

41. **Facility/Parking Lot Rules and Regulations.** Landlord may, from time to time, institute rules and regulations applicable to the Facility and parking lots which shall not conflict with the provisions hereof. Lessee shall abide by all such rules and regulations and shall see to it that its employees, agents, contractors and invitees abide by such rules and regulations.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names and caused this Agreement to be executed as of the day, month and year first above written.

“LANDLORD”



Deann Smith, Executive Director
United Methodist Open Door, Inc.

“LESSEE”

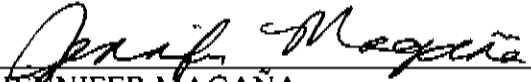
SEDGWICK COUNTY, KANSAS

TIM R. NORTON
Chairman, Board of Sedgwick County
Commissioners

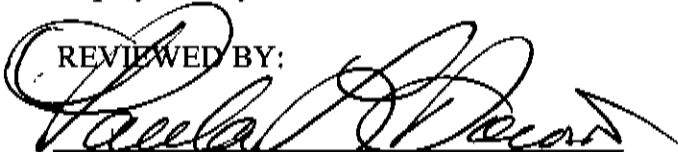
ATTEST:

KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM ONLY:



JENNIFER MAGAÑA,
Deputy County Counselor

REVIEWED BY:


PAULA L. DOWNS, Manager
Project Services

APPENDIX A – SITE/BUILDING PLAN

Parking Areas:

Lots 44-46 on Emporia Avenue, J.R. Mead's Addition to Wichita, Sedgwick County, Kansas (406 E. Second St.).

Lots 43-45 on Emporia Avenue, J.R. Mead's Addition to Wichita, Sedgwick County, Kansas (302 N. Emporia).

EXHIBIT B – ADA ASSESSMENT REPORT
Report Date January 3, 2012

Exhibit B



*Sedgwick County...
working for you*

*Lindsey Mahoney
Sedgwick County ADA Coordinator*

SITE VISIT REPORT – Punch List

RE: United Methodist Open Door – 402 E. 2nd

COMCARE Homeless Program

Site Visit Date: December 22, 2011 – Interior

December 27, 2011 - Exterior

Report Date: January 3, 2012

Attendees: Lindsey Mahoney and Paula Downs

The following items reflect issues observed during the December 22 & 27, 2011 site visits to perform a final ADA assessment. **Where noted in bold or red**, these items require correction to comply with ADA Standards.

During this time (September 15, 2011 until March 15, 2012), projects may choose between following the 1991 ADA Standards or the new 2010 ADA Standards. However, a project needs to be consistent in the standard that it follows (2010 or 1991). **It is understood that the 1991 Standards were selected for this project.** The following areas were surveyed, as they would be utilized by individuals participating in COMCARE's programs and services:

General Areas:

- Lobby Vestibule
- Elevator/stair
- Parking
- Exterior routes/sidewalks

COMCARE Program Areas on 2nd floor:

- COMCARE suite, including group room and multipurpose room
- Restrooms serving COMCARE suite (Men's and Women's)
- Drinking Fountains serving COMCARE suite
- Employee break room located in UMOD admin. area

Other areas in the facility that would not serve COMCARE programs/services, including other tenant spaces throughout the building, were not surveyed.

Note: As required by new ADA regulations that were published September 15, 2010, any alterations or future construction that occurs after March 15, 2012 **must** comply with the new 2010 ADA Standards. All facilities covered under ADA must comply with these new requirements for construction, additions, or alterations/renovations if such work occurs after 3/15/2012. A link to the 2010 ADA Standards is provided at the end of this document.

1. **General:**

- a. Most of the doors within the COMCARE space are **fire doors with closers**. Ensure that all fire doors are set to the minimum opening force allowable by code.

4.13.11 Door Opening Force. The maximum force for pushing or pulling open a door shall be as follows:

- (1) Fire doors shall have the minimum opening force allowable by the appropriate administrative authority.
(2) Other doors.
(b) interior hinged doors: 5 lbf (22.2N)

- b. **Doors with exit signs do not also have Braille signage.** Signs that identify permanent rooms and spaces (room numbers, exit signs, and restrooms) are required to be provided in Braille, mounted at the latch side of doorway openings. Ensure that Braille exit signs are installed at locations where exit signs exist at doors. Note: Those exit signs that are not located at doors and are directional in nature are not required to be provided in Braille.

4.1.3(16) Building Signage:

(a) Signs which designate permanent rooms and spaces shall comply with 4.30.1, 4.30.4, 4.30.5 and 4.30.6.

(b) Other signs which provide direction to or information about functional spaces of the building shall comply with 4.30.1, 4.30.2, 4.30.3, and 4.30.5.

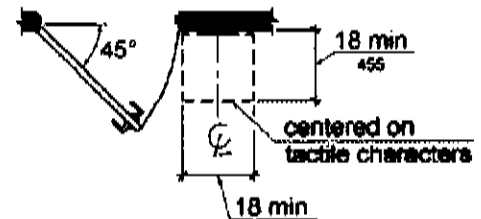
EXCEPTION: Building directories, menus, and all other signs which are temporary are not required to comply.

4.30.6 Mounting Location and Height. Where permanent identification is provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, including at double leaf doors, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60 in (1525 mm) above the finish floor to the centerline of the sign. Mounting location for such signage shall be so that a person may approach within 3 in (76 mm) of signage without encountering protruding objects or standing within the swing of a door.

703.4.2 Location. Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side.

Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf.

Where a tactile sign is provided at double doors with two active leaves, the sign shall be located to the right of the right hand door. Where there is no wall space at the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall. Signs containing tactile characters shall be located so that a clear floor space of 18 inches (455 mm) minimum by 18 inches (455 mm) minimum, centered on the tactile characters, is provided beyond the arc of any door swing between the closed position and 45 degree open position.



- c. **Room signs have not yet been installed.** If rooms are labeled with signage, ensure that signage complies with ADA Standards. Permanent room signs (those labeling any room numbers, restrooms, or other permanent spaces) should have Braille and tactile characters. Mount signs at the latch sides of doors at 60" A.F.F. measured to the centerline of the sign. See item 1b above and 4a below for more specifications.

2. Entrances:

- a. **The symbol of accessibility is required to be located at all accessible entrances.** Inaccessible entrances should have directional signage stating the location of the nearest accessible entrance (ex. – "Not a public entrance. Accessible entrance located at south side." OR "Not a public entrance. Accessible entrance →"). Install appropriate signage at each accessible and inaccessible entrance.

4.1.2 (7) Building Signage... Elements and spaces of accessible facilities which shall be identified by the International Symbol of Accessibility and which shall comply with 4.30.7 are:

(c) Accessible entrances when not all are accessible (inaccessible entrances shall have directional signage to indicate the route to the nearest accessible entrance)

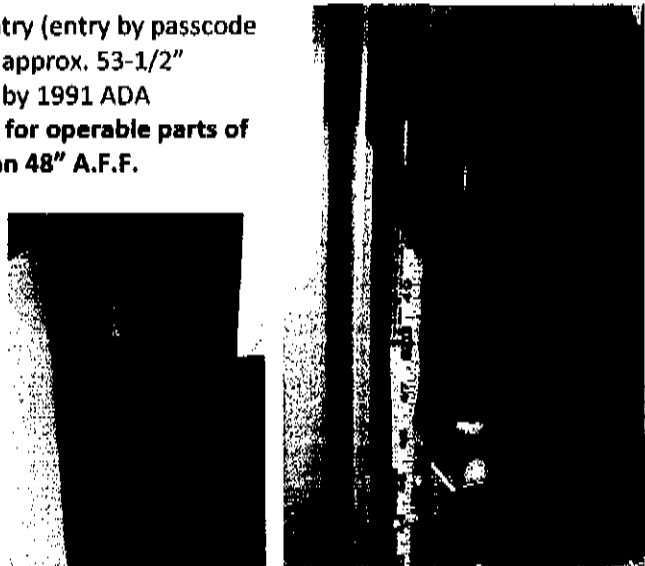
- b. Many doors have keypad for restricted entry (entry by passcode only). The top of these devices measures approx. 53-1/2" A.F.F., which is acceptable as a side reach by 1991 ADA Standards. However, the **1991 Standards for operable parts of doors require devices to be no higher than 48" A.F.F.**

Locations noted:

- Main outside entrance
- Several doors at COMCARE suite

It is recommended to contact the Great Plains ADA Center or U.S. Access Board to obtain feedback on this issue (since these devices will be employee only).

4.13.9 Door Hardware... Hardware required for accessible door passage shall be mounted no higher than 48 in. above finished floor.

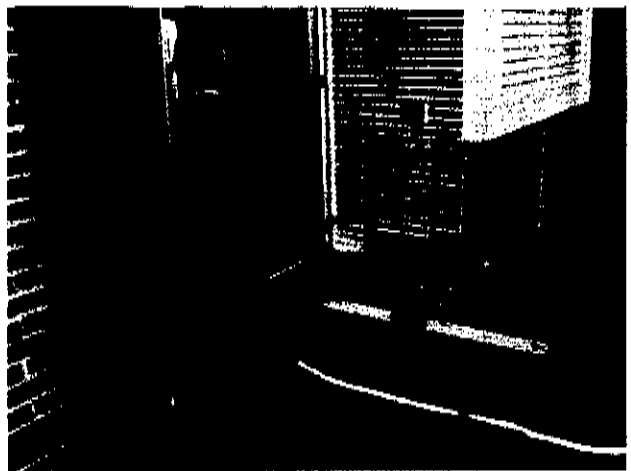


- c. Since the **location of the elevator is not obvious** from the main COMCARE entry, it is recommended to install directional signage so that people can easily identify its location.

- d. An automatic door opener exists to open the exterior door from the outside. Will an automatic door opener also exist on the inside for individuals who are leaving the facility? Where door openers are provided, it is generally recommended to have them on both sides of the door.



- e. The automatic door opener on the outside of the building is located in a location where the automatic door would swing into someone who is pushing the button. This creates a safety hazard, and is prohibited by the ANSI/BHMA standard. Move the operating device to a location where the user would not be within the swing of the door (assume a 30" wide x 48" long wheelchair space centered on the device) or modify so that the west door is the automatic one. Note: During earlier on-site visits, it had been discussed that the west door would be the automatic door.



4.13.12 Automatic Doors and Power-Assisted Doors. If an automatic door is used, then it shall comply with ANSI/BHMA A156.10-1985. Slowly opening, low-powered, automatic doors shall comply with ANSI A156.19-1984.

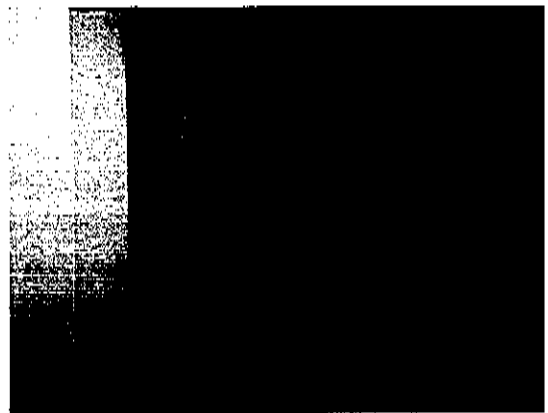
404.3.5 Controls. Manually operated controls shall comply with 309. The clear floor space adjacent to the control shall be located beyond the arc of the door swing.

4.2.4.1 Size and Approach. The minimum clear floor or ground space required to accommodate a single, stationary wheelchair and occupant is 30 in by 48 in (760 mm by 1220 mm) (see [Fig. 4\(a\)](#)).

- Clear floor space complying with 4.2.4 that allows a forward or a parallel approach by a person using a wheelchair shall be provided at controls, dispensers, receptacles, and other operable equipment.

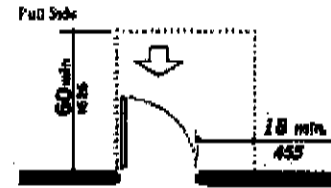
3. COMCARE Suite – 2nd Floor:

- a. If this door has an intercom or other device added, ensure that it is accessible to people who are deaf and within reach. A typical accessible intercom will have an LED light that indicates when the call has been answered. Staff should be trained to understand that a silent call could be a person who is deaf. Ensure that operable parts on any phone or intercom device are located no higher than 48" A.F.F.
- b. The pull side of the rear entrance door has only 17-3/4" adjacent to the latch. ADA Standards require 18" adjacent to the latch for a front approach. However, since this is within 1/4" of the required distance, this maybe considered within the conventional building tolerance.



4.13.6 Maneuvering Clearances at Doors. Minimum maneuvering clearances at doors that are not automatic or power-assisted shall be as shown in Fig. 25. The floor or ground area within the required clearances shall be level and clear.

3.2 Dimensional Tolerances. All dimensions are subject to conventional building industry tolerances for field conditions.



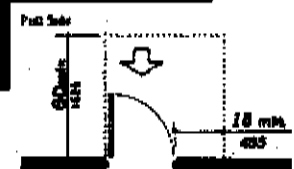
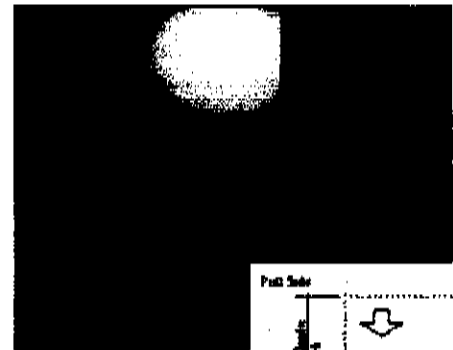
- c. The nurse's office has a sink, but the sink does not have knee clearance below. If this sink is used by the public, it should have knee clearance. However, if it is only used by employees, it may be considered an "employee work area" and knee clearance would not be required.

Per Crystal Deselms, COMCARE (1/3/12): This is used only by the nurse. Therefore, it qualifies as an employ work area only. No action necessary.

4.24.3 Knee Clearance. Knee clearance that is at least 27 in (685 mm) high, 30 in (760 mm) wide, and 19 in (485 mm) deep shall be provided underneath sinks.



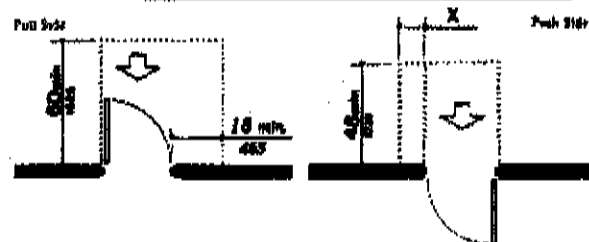
- d. The center office (in the row of 5 on west side) lacks proper door maneuvering clearance on the pull side of the door (only has 14"). ADA standards require 18" adjacent to the latch at accessible doors. COMCARE intends to use this space to serve clients. It is recommended to modify the door location (move the hinge side closer to the adjacent wall) to provide proper clearance, or consider adding an automatic door opener so that this space is accessible.



4.13.6 Maneuvering Clearances at Doors. Minimum maneuvering clearances at doors that are not automatic or power-assisted shall be as shown in Fig. 25. The floor or ground area within the required clearances shall be level and clear.

- e. The door between the COMCARE suite and the UMOD administration office lacks sufficient maneuvering clearances on both sides of the door.

The door has only 12-7/8" on the pull side and also lacks clearance on the push side. This door will be used by COMCARE employees on the route to access the break room. Will this door be held open as it was during the site visit? Or how will the door be made accessible?



NOTE: x = 12 in (305 mm) if door has both a closer and latch.

4. **2nd Fl. Restrooms by COMCARE Suite (general items affecting both Men's and Women's Restrooms):**

- a. **Restroom signage has not yet been installed.** Install accessible room signage wherever permanent room signage occurs at doors, including at all restrooms. Ensure that restroom signs are located at the latch side of the door, and centerline of the sign at 60" A.F.F. The signs should have tactile characters, raised Braille, and the symbol of accessibility on the sign.

4.1.3 (16) Building Signage:

(a) Signs which designate permanent rooms and spaces shall comply with 4.30.1, 4.30.4, 4.30.5 and 4.30.6.

4.30.4 Raised and Brailled Characters and Pictorial Symbol Signs (Pictograms). Letters and numerals shall be raised 1/32 in. minimum, upper case, sans serif or simple serif type and shall be accompanied with Grade 2 Braille. Raised characters shall be at least 5/8 in. high, but no higher than 2 in. Pictograms shall be accompanied by the equivalent verbal description placed directly below the pictogram. The border dimension of the pictogram shall be 6 in. minimum in height.

4.30.5 Finish and Contrast. The characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with their background -- either light characters on a dark background or dark characters on a light background.

4.30.6 Mounting Location and Height. Where permanent identification is provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, including at double leaf doors, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60 in. above the finish floor to the centerline of the sign. Mounting location for such signage shall be so that a person may approach within 3 in. of signage without encountering protruding objects or standing within the swing of a door.

Wichita City Code Sec. 18.50.960. – Signage.

(a) Signage: International symbol of accessibility. The following elements and spaces of accessible facilities shall be identified by the international symbol of accessibility:

4. Accessible toilet and bathing facilities.

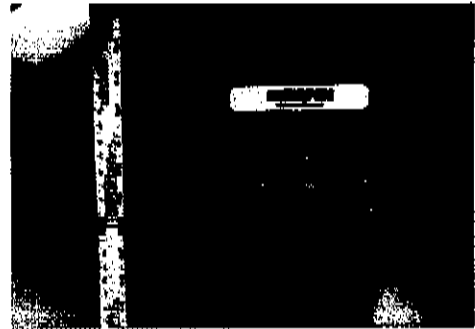
- b. **The paper towel dispenser is a protruding object hazard, since it projects more than 4" from the wall and is located in a walk path.** Items that project more than 4" from the wall and do not have cane detection below can be a hazard to people with visual disabilities. It is recommended to relocate the dispenser so that it is over the counter (46" A.F.F. max. to highest operable part for side reach over obstruction). However, an alternate approach is to locate a trash can below the dispenser and ensure that the trash can always remains in this location.



4.4.1 General. Objects projecting from walls (for example, telephones) with their leading edges between 27 in and 80 in. above the finished floor shall protrude no more than 4 in.

into walks, halls, corridors, passageways, or aisles (see [Fig. 8\(a\)](#)). Objects mounted with their leading edges at or below 27 in. above the finished floor may protrude any amount (see [Fig. 8\(a\)](#) and [\(b\)](#)). Protruding objects shall not reduce the clear width of an accessible route or maneuvering space (see [Fig. 8\(e\)](#)).

- c. **The paper towel dispenser may not be accessible.** The instructions on the dispenser indicate that it requires two hands to operate. ADA standards require that controls and operable parts are usable with one hand. Additionally, the back-up mechanism on the side of the dispenser (ex. – if no towel is hanging) requires tight twisting and grasping to advance the towel. Ensure at least one paper towel dispenser in each restroom is accessible.



4.27.4 Operation. Controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist.



- d. **The toilet stall doors may require tight twisting or grasping to operate.** There is not a door pull on either side of the stall door. As such, the slider-style of hardware is the only part that can be held to operate to the door. As such, tight grasping would be required. It is recommended to install a door pull at both sides of the accessible stall door (located between 34" min. and 48" max.) so that tight grasping is not required. Note: The 2010 ADA Standards will also require the door pull at both sides.



4.17.5 Doors. Toilet stall doors, including door hardware, shall comply with [4.13](#).

4.13.9 Door Hardware. Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require

tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. When sliding doors are fully open, operating hardware shall be exposed and usable from both sides. Hardware required for accessible door passage shall be mounted no higher than 48 in (1220 mm) above finished floor.

5. **2nd Fl. Women's Restroom by COMCARE Suite:** No additional comments.

6. **2nd Fl. Men's Restroom by COMCARE Suite:**

- a. **The toilet stall door sticks and is hard to open/close.** When you pull it to open, it shakes/wobbles the whole stall wall. Adjust door.
- b. The rim of the lavatory at the men's restroom slightly exceeds 34" A.F.F. However, this only exceeds by approx. 1/8", so it is believed this is within the conventional building tolerance for this type of condition/material. No action necessary.

4.19.2 Height and Clearances. Lavatories shall be mounted with the rim or counter surface no higher than 34 in. above the finish floor.

3.2 Dimensional Tolerances. All dimensions are subject to conventional building industry tolerances for field conditions.

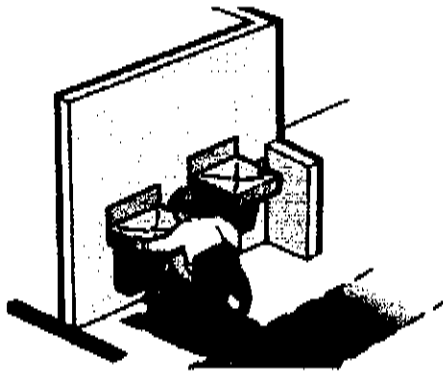
- c. The centerline of the toilet at the men's restroom is not centered exactly at 18" from the wall (measuring 17-3/4") as required by 1991 Standards. However, this amount of difference would generally be considered within the conventional building tolerance. Additionally, it is within the requirements of the new 2010 Standards (16" – 18"), so it could be considered equivalent facilitation. No action necessary.

3.2 Dimensional Tolerances. All dimensions are subject to conventional building industry tolerances for field conditions.

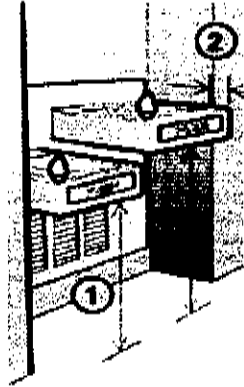
7. **2nd Fl. Drinking Fountains by COMCARE Suite:**

- a. **The high drinking fountain is a protruding object to people who are blind or have visual disabilities.** Objects that project more than 4" from the wall, 27" above the floor and less than 80" above the floor are not cane detectable. Add cane detection to the high fountain so that it is detectable at 27" A.F.F. or below. This can be achieved by placing a cane detectable object on the side of the drinking fountain, or by wing walls, or other methods such as those shown below.





Wing walls.



Recessing the drinking fountains such that dimension #2 does not exceed 4".

4.4.1 General. Objects projecting from walls (for example, telephones) with their leading edges between 27 in and 80 in. above the finished floor shall protrude no more than 4 in. into walks, halls, corridors, passageways, or aisles (see [Fig. 8\(a\)](#)). Objects mounted with their leading edges at or below 27 in. above the finished floor may protrude any amount (see [Fig. 8\(a\)](#) and [\(b\)](#)). Protruding objects shall not reduce the clear width of an accessible route or maneuvering space (see [Fig. 8\(e\)](#)).

- b. **The low drinking fountain is too low at 26-3/4" A.F.F. to the bottom of the apron.** ADA standards require at least 27" clearance below the drinking fountain apron to fit a wheelchair. It is recommended to consider raising the low fountain so that the bottom of the apron is at exactly 27" A.F.F.; however this might be considered within the allowable construction tolerance since it is within 1/4". This would both ensure it is not a protruding object, and also ensure it works for people who use wheelchairs.

4.15.5 Clearances. (1) Wall- and post-mounted cantilevered units shall have a clear knee space between the bottom of the apron and the floor or ground at least 27 in. high, 30 in. wide, and 17 in. to 19 in. deep (see [Fig. 27\(a\)](#) and [\(b\)](#)). Such units shall also have a minimum clear floor space 30 in by 48 in. to allow a person in a wheelchair to approach the unit facing forward.

8. 2nd Floor Break Room (in adjacent suite) – will be used by COMCARE employees:

- a. Employee break rooms are "common use" spaces under the ADA, and therefore required to be accessible. **There is no knee space below the sink in the break room** due to cabinets below the sink. The 1991 ADA Standards require knee space below sinks. The 2010 ADA Standards will allow a side approach (no knee space) in kitchenettes and wet bars that do not have a range; however, it is understood that a project needs to select one standard and be consistent throughout, which would mean knee clearance is required.

1991 - 4.24.3 Knee Clearance. Knee clearance that is at least 27 in (685 mm) high, 30 in (760 mm) wide, and 19 in (485 mm) deep shall be provided underneath sinks.

2010 - 606.2 Clear Floor Space. A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.

EXCEPTIONS: 1. A parallel approach complying with 305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars.

- b. **The sink at the break room is slightly too high** (countertop measures 34-1/8" A.F.F., and the rim of the sink is approx. 34-3/8" A.F.F.). ADA standards require that the rim of the sink does not exceed 34" A.F.F. However, the City of Wichita has issued guidance on this type of condition, and determined that 1/2" is the conventional building industry tolerance at sinks. Therefore, modification may not be required.

4.24.2 Height. Sinks shall be mounted with the counter or rim no higher than 34 in. above the finish floor.

9. Elevator:

- a. **The elevator lacks raised and Braille floor designations (numbers) at the jambs.** Elevators are required to have such signs, with characters 2" high, located at 60" A.F.F. measured to the centerline of the sign. Install proper floor designations at both sides of the elevator jambs at each floor.

4.10.5 Raised and Braille Characters on Hoistway Entrances. All elevator hoistway entrances shall have raised and Braille floor designations provided on both jambs. The centerline of the characters shall be 60 in (1525 mm) above finish floor. Such characters shall be 2 in (50 mm) high and shall comply with 4.30.4. Permanently applied plates are acceptable if they are permanently fixed to the jambs. (See Fig. 20).

10. Stairs:

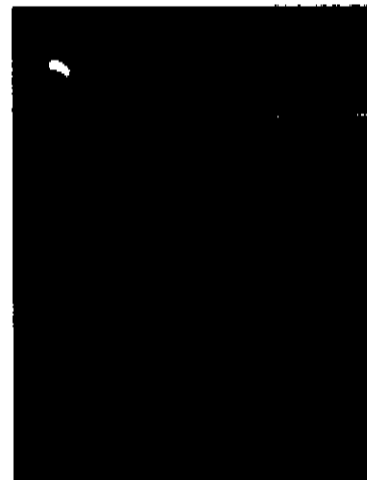
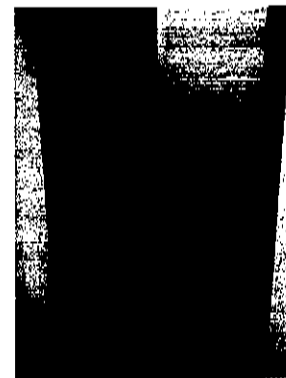
- a. **Some stair doors have round door hardware.** Due to the scope of this renovation (full interior remodel), it would be recommended that noncompliant door hardware be replaced with lever-style hardware.

4.13.9 Door Hardware. Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs.

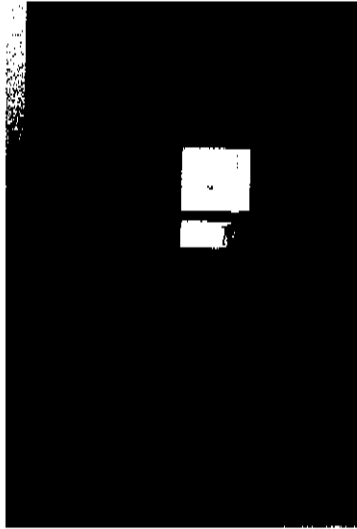
- b. **Some stair handrails are at the incorrect height.** Handrails at stairs can be considered both an accessibility and a safety feature. Ensure that all handrails are mounted at proper height.

2006 International Building Code (as adopted by City of Wichita) requires:

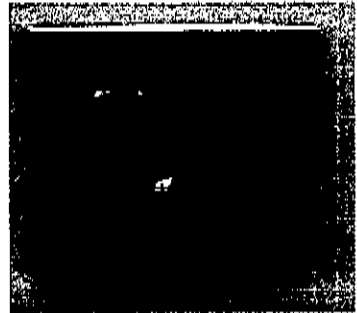
1012.2 Height. Handrail height, measured above stair tread nosings, or finish surface of ramp slope shall be uniform, not less than 34 inches and not more than 38 inches.



- c. **Area of Rescue Assistance:** An area of rescue assistance has been provided. Where does this call button send the calls? Ensure staff is trained for use of this area, and that people with disabilities are considered in emergency planning.

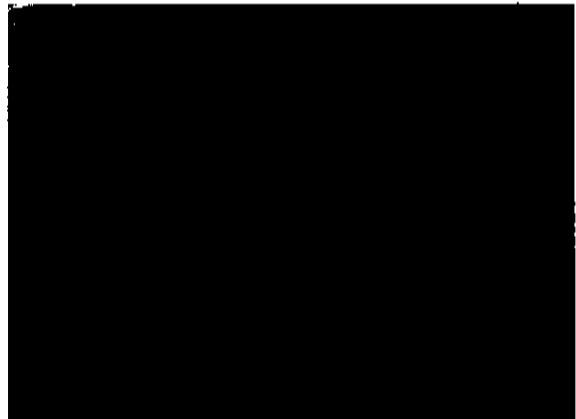


4.1.3(9) In buildings or facilities, or portions of buildings or facilities, required to be accessible, accessible means of egress shall be provided in the same number as required for exits by local building/life safety regulations. Where a required exit from an occupiable level



above or below a level of accessible exit discharge is not accessible, an area of rescue assistance shall be provided on each such level (in a number equal to that of inaccessible required exits). Areas of rescue assistance shall comply with 4.3.11. A horizontal exit, meeting the requirements of local building/life safety regulations, shall satisfy the requirement for an area of rescue assistance.

EXCEPTION: Areas of rescue assistance are not required in buildings or facilities having a supervised automatic sprinkler system.



4.3.11 Areas of Rescue Assistance.

4.3.11.1 Location and Construction. An area of rescue assistance shall be one of the following:

(3) A portion of a one-hour fire-resistive corridor (complying with local requirements for fire-resistive construction and for openings) located immediately adjacent to an exit enclosure.

4.3.11.2 Size. Each area of rescue assistance shall provide at least two accessible areas each being not less than 30 inches by 48 inches (760 mm by 1220 mm). The area of rescue assistance shall not encroach on any required exit width. The total number of such 30-inch by 48-inch (760 mm by 1220 mm) areas per story shall be not less than one for every 200 persons of calculated occupant load served by the area of rescue assistance.

EXCEPTION: The appropriate local authority may reduce the minimum number of 30-inch by 48-inch (760 mm by 1220 mm) areas to one for each area of rescue assistance on floors where the occupant load is less than 200.

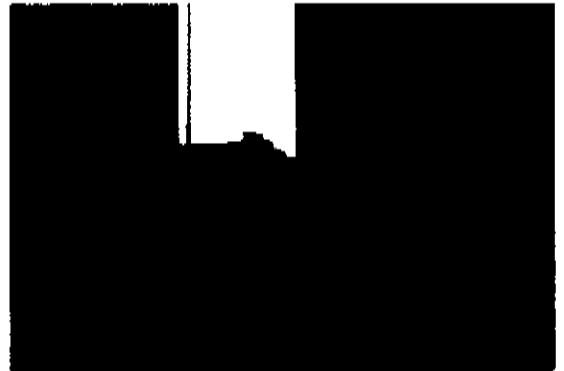
4.3.11.3 Stairway Width. Each stairway adjacent to an area of rescue assistance shall have a minimum clear width of 48 inches between handrails. Appendix Note

4.3.11.4 Two-way Communication. A method of two-way communication, with both visible and audible signals, shall be provided between each area of rescue assistance and the primary entry. The fire department or appropriate local authority may approve a location other than the primary entry.

4.3.11.5 Identification. Each area of rescue assistance shall be identified by a sign which states "AREA OF RESCUE ASSISTANCE" and displays the international symbol of accessibility. The sign shall be illuminated when exit sign illumination is required. Signage shall also be installed at all inaccessible exits and where otherwise necessary to clearly indicate the direction to areas of rescue assistance. In each area of rescue assistance, instructions on the use of the area under emergency conditions shall be posted adjoining the two-way communication system.

11. Parking:

- a. **Parking spaces had not yet been striped, and signs had not yet been installed,** at the time of the site visit. Ensure each ADA parking space has an upright sign measuring 60" A.F.F. min. to bottom of the sign. To comply with City of Wichita code requirements, ADA parking spaces should be 11' wide min. with a 5' wide access aisle. A sufficient number of spaces should be provided to comply with ADAAG table 4.1.2(5)(a). Also ensure that the access aisle is located next to the new sidewalk path so that parked vehicles can't block access.

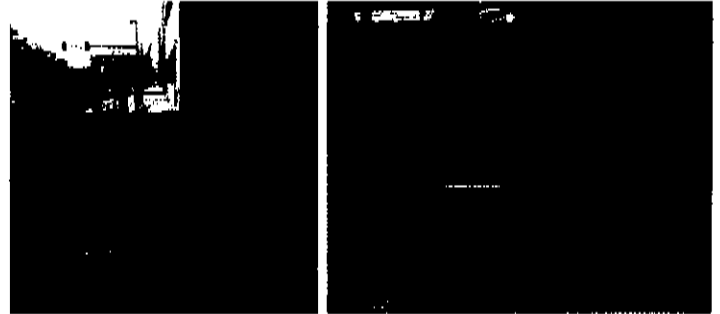


Total Parking in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7

- b. It is recommended to **paint/strip the accessible route** from parking to the sidewalk path so that it is obvious to visitors.

12. Exterior Route:

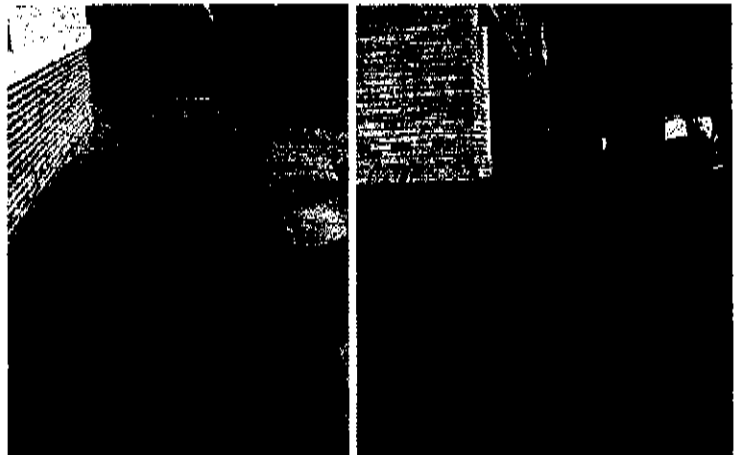
- a. Exterior sidewalks appear to comply with ADA for slope and cross slope. About 2 limited instances were found where cross slopes slightly exceeded 2% (but less than 3%); however, these were limited instances and each limited only to a very small area in one panel. Therefore, it is believed that the slopes fall within the conventional building industry tolerances for compliance.



- b. The curb ramps at the street do not have detectable warnings, and one of the curb ramps appears to have a side flare exceeding 10% slope. Running slopes (measuring 7% and 4.6%) and cross slopes (measuring 2% and .4%) do comply within the required slopes. It is recommended that detectable warnings be installed at the curb ramps, and curb ramps modified to comply. Contact the City to request that these ramps be added onto the City's maintenance plan, or otherwise modify to comply. This is important due to the usage of this facility, and the fact that many of the clients who are homeless will not arrive in cars, but will use the curb ramps/sidewalks to access the facility.

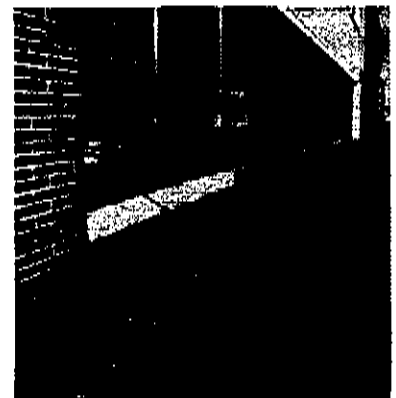


- c. There is one panel on the sidewalk path that is Incompliant. A pedestrian turning the corner would have to cross slopes exceeding 2% (measures 6.2%). Additionally, someone travelling the other direction would exceed 6% running slope.



4.3.7 Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.

- d. The windows, if open, could be a protruding object hazard to pedestrians on the sidewalk. Ensure that the windows are not opened more than 4" (dimension measured from face of brick to



furthest point of the open window) or ensure that cane detection is otherwise provided.

4.4.1 General. Objects projecting from walls (for example, telephones) with their leading edges between 27 in and 80 in. above the finished floor shall protrude no more than 4 in. into walks, halls, corridors, passageways, or aisles (see Fig. 8(a)). Objects mounted with their leading edges at or below 27 in. above the finished floor may protrude any amount (see Fig. 8(a) and (b)). Protruding objects shall not reduce the clear width of an accessible route or maneuvering space (see Fig. 8(e)).

- e. **Sidewalks on the west side of the facility slightly exceed 2% at some locations, but are less than 3%.** Since this deviation is minor, it is recommended that this item be addressed at such time that these sidewalks are next replaced/alterd. The new concrete work in front of the west entrance was fully compliant.

4.3.7 Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.



References

For more information, the above referenced ADAAG guidelines (1991 ADA Standards) are available at:
<http://www.access-board.gov/adaag/html/adaag.htm>

For more information, the above referenced 2010 ADA Standards (New ADAAG or ADA/ABA) guidelines are available at:
<http://www.access-board.gov/ada-aba/ada-standards-doj.cfm>