

**SECOND AMENDMENT TO COOPERATION AGREEMENT
BETWEEN THE CITY OF LAWRENCE, KANSAS,
AND THE UNIVERSITY OF KANSAS**

THIS SECOND AMENDMENT is made and entered into effective May ____, 2017, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City") and the University of Kansas, an educational institution, public body, and independent agency of the State of Kansas (hereinafter referred to as the "University")(the City and the University are, from time to time, hereinafter collectively referred to as "the parties").

RECITALS

WHEREAS, the City and the University, in their mutual desire to cooperate regarding the City's regulation of the use of the University's property, entered into a Cooperation Agreement on April 7, 2005, which specifies those City land use regulations which shall be applicable to the University's property;

WHEREAS, the parties agreed to extend the Cooperation Agreement for an additional five years, commencing April 6, 2010;

WHEREAS, thereafter, in accordance with Section 13 of the Cooperation Agreement, the Cooperation Agreement was automatically renewed for an additional five years, with its current term extending through April 6, 2020;

WHEREAS, on April 26, 2016, the City and the University entered into a First Amendment to Cooperation Agreement, which specified certain land use regulations applicable to the University's Central District Development Project;

WHEREAS, Section 12 of the Cooperation Agreement grants the parties the right to modify or amend the terms of the Cooperation Agreement at any time, upon the mutual written agreement of the duly authorized representatives of the parties; and

WHEREAS, the City and the University wish to enter into a Second Amendment to the Cooperation Agreement, whereby the parties will clarify the notice to be given to neighboring landowners prior to the Initial Project Meeting and the establishment, under the Cooperation Agreement, of any *ad hoc* committee; and

WHEREAS, pursuant to Section 12 of the Cooperation Agreement, which grants the parties the right to modify or amend the terms of the Cooperation Agreement at any time, upon the mutual written agreement of the duly authorized representatives of the parties, hereby amend the Cooperation Agreement consistent with the terms and conditions set forth below.

TERMS

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Section 4(b) of the Cooperation Agreement is hereby amended to read as follows:

b) Primary University of Kansas, Lawrence, Campus Property within 150 feet of the Boundary

There is hereby designated a 150 foot buffer area within the Primary University of Kansas, Lawrence, Campus Property shall extend 150 feet into the Primary University of Kansas Campus from the exterior boundary depicted in Exhibit A. The University shall comply only with the following City land use regulations for any new construction within the 150 foot buffer area, it being specifically understood and agreed by the parties that, pursuant to section 1, Pre-Existing Conditions, above, the University is exempted from any storm water study for the drainage areas that flow from the Primary University of Kansas, Lawrence, Campus and from any detention requirements other than those attributable specifically and only to new construction within the 150 foot buffer area:

- 1) the City's standards and requirements for potable water service;
- 2) the City's standards and requirements for wastewater service for all new construction;
- 3) the City's standards and requirements for storm water management and detention for all new construction; and
- 4) the City's requirements governing access to City public rights-of-way and public streets, creation of curb cuts, and similar traffic control measures.

Further, any new University construction within the 150 foot buffer area shall have a height no greater than its set-back from the public right of way adjacent to the nearest City-maintained street, and on-site parking pursuant to City requirements shall be provided for student housing structures built within the 150 foot buffer area. Existing structures shall not be subject to these provisions. Additionally, any renovations, expansions or construction on the following locations or structures shall not be subject to the height and off street parking requirements: the Kansas Memorial Stadium; the scholarship halls planned or under construction on Ohio Street (formerly identified as lots 209, 211, 213, 215, 217, 219, 221, 2231, and 225 on Ohio Street in the City of Lawrence, Douglas County, Kansas); the parking garage adjacent to the Memorial Union; and any University-owned or KUEA-owned properties on Stewart Avenue or on either or both sides of Iowa Street from 15th (Bob Billings Parkway) Street south to 23rd Street (Clinton Parkway). The University will be require any student who lives in the scholarship halls planned or under construction on Ohio Street and registers an automobile with the University to purchase a University parking pass.

Whenever the University has final approval from the Kansas Board of Regents and, if required, the Kansas legislature to undertake a construction project, other than routine repairs and maintenance, on Primary University of Kansas, Lawrence, Campus, Property that is within 150 feet of the exterior boundary, the University shall conduct an impact analysis and will provide appropriate notification to representatives of affected neighborhoods and involve them in the planning process. As a general practice, this shall involve the establishment of an *ad hoc* Community Program Advisory Committee with representation from adjoining property owners, neighborhood association representatives, City representatives, and appropriate University representation. Such advisory committees shall review architectural plans and drawings, site and footprint layouts, provide recommendations for changes and improvements, and shall have the opportunity to review subsequent planning documents. Concerns which may be discussed at such *ad hoc* Community Program Advisory Committee meetings include,

but are not limited to: off street and on street parking, height and setbacks of proposed buildings, exterior lighting, location of service entrances and screening of such entrances, location of HVAC units and screenings of such systems, location of trash receptacles and screening of such receptacles, and noise generation. Should the *ad hoc* Community Program Advisory Committee not reach a consensus on one or more concerns, it shall prepare a report, including any dissenting views, for consideration by the University Building Committee and the Provost of the University. The Provost will review the report, receive recommendations of the University Building Committee, and issue a written response, which will explain any deviation from the desires of the *ad hoc* Community Advisory Committee, including dissenters. The Provost's decision shall be final.

Prior to the establishment of any *ad hoc* Community Program Advisory Committee, the University shall conduct an Initial Project Meeting with property owners within the Notice Area. The Notice Area shall be composed of that area extending 200 feet from the University property line, adjacent to the proposed construction and encompassing at least the length and breadth of the construction project. The Notice Area shall ultimately be determined in consultation with the City. The University agrees to mail Notice of the Initial Project Meeting to all owners of record within the Notice Area and to the representative of any adjacent neighborhood association not less than fourteen days prior to the date of the Initial Project Meeting. The City will provide to the University the names of current representatives of any adjacent neighborhood associations upon request. The purpose of the Initial Project Meeting is to provide property owners within the Notice Area an overview of the planned construction and notification of the establishment of any *ad hoc* committees.

In addition, the University shall seek to advice and recommendation of the City (Lawrence-Douglas County Metropolitan Planning Department) in attempting to achieve consistency with the City's master tree plans; it being the agreement of the parties to not establish a requirement for the University to comply with the City's master street tree plan but to seek voluntary adherence to the street tree goals set forth in the City's street tree plans.

Section 2. Section 4(b) of the Cooperation Agreement is hereby superseded by Section 1 of this Second Amendment to Cooperation Agreement, it being the intent of the parties that Section 1 of this Second Amendment to Cooperation Agreement shall control. The parties also agree that if there is any other inconsistency between the terms of this Second Amendment to Cooperation Agreement and the Cooperation Agreement, then the terms of this Second Amendment shall control. All other terms of the Cooperation Agreement are unmodified and shall remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

THE UNIVERSITY OF KANSAS

This Agreement is approved as authorized by the University of Kansas, Douglas County, Kansas on the ____ day of ____, 2017.

Dr. Neeli Bendapudi, Provost and
Executive Vice Chancellor

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Sara Rosen, Provost and Executive Vice Chancellor of the University of Kansas, who is personally known to me to be the same person who executed the above Agreement, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

Notary Public

My appointment expires:

CITY OF LAWRENCE, KANSAS

This agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the ____ day of _____, 2017.

Leslie Soden
Mayor

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Leslie Soden, Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed the above Agreement, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

Notary Public

My appointment expires: