

**First Amendment to Cooperation Agreement
Between The City of Lawrence, Kansas, and
the University of Kansas**

THIS AMENDMENT is made and entered into effective April 26, 2016, 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 from time to time herein collectively referred to as “the parties.”

RECITALS

WHEREAS, the City and University, in their mutual desire to avoid disputes concerning the applicability of certain City land use regulations to University property, entered into a Cooperation Agreement on April 7, 2005, which specifies City land use regulations with which the University shall comply in its ownership of real property within City boundaries;

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

WHEREAS, thereafter the Cooperation Agreement was automatically renewed for an additional five years, as set forth at Section 13, with its terms extending through April 6, 2020;

WHEREAS, the University is currently embarking on additional property development within the City, known as the Central District Development Project, as reflected on the attached site map, and the City desires to cooperate in that endeavor in order to preserve the parties’ long history of cooperation where they have shared mutual interests; and

WHEREAS, the Cooperation Agreement requires the University to establish an *ad hoc* Community Program Advisory Committee with representation from adjoining property owners, neighborhood association representatives, City representatives, and appropriate University representation, in order to 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;

WHEREAS, the University completed the *ad hoc* Community Program Advisory Committee process as directed by the Cooperation Agreement, with said committee being in support of this amendment; and

WHEREAS, the Cooperation Agreement requires that 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;

WHEREAS, the Cooperation Agreement requires that on-site parking pursuant to City requirements shall be provided for student housing structures built within the 150-foot buffer area;

WHEREAS, the Central District Development Project contains elements that exceed the height and parking standards of the Cooperation Agreement; and

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.

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:

1. Those buildings included within the Central District Development Project, as generally depicted on the attached site map, shall be exempt from complying with the Cooperation Agreement standards requiring buildings to have heights that are no greater than their setbacks from adjacent right-of-way lines. (A copy of the site map is affixed hereto as Exhibit A and is incorporated herein by reference).
2. The student housing structures, contained within the 150-foot buffer area as generally depicted on the site map affixed hereto as Exhibit A, shall be exempt from complying with the Cooperation Agreement standards, requiring such structures to be constructed in compliance with City's parking requirements, and shall instead be required to comply with the parking requirements established at "Central District Housing Parking", which document is affixed hereto as Exhibit B and is incorporated herein by reference.
3. This First Amendment shall only apply to the Central District Development Project. All other pending or future projects shall adhere to the Cooperation Agreement, dated April 7, 2005.
4. All other terms and conditions of the Cooperation Agreement, dated April 7, 2005, unless expressly modified herein, shall apply to the Central District Development Project.
5. The persons executing this First Amendment to Cooperation Agreement in behalf of their respective parties, represent and warrant that they have the authority to bind the party in behalf of whom they have executed this First Amendment to Cooperation Agreement, and that all acts requisite to that authorization have been taken and completed.

This Agreement is approved as authorized by the University of Kansas, Douglas County, Kansas on the 26th day of April, 2016.

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this 26th day of April, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Diane Goddard, VP for Administration and Finance of the University of Kansas, who is personally known to me to be the same person who executed the above Agreement, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed.


Jon R McMillen
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 26th day of April, 2016.


Mike Amyx
Mayor

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 26th day of April, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mike Amyx, Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed the above Agreement, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed.

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

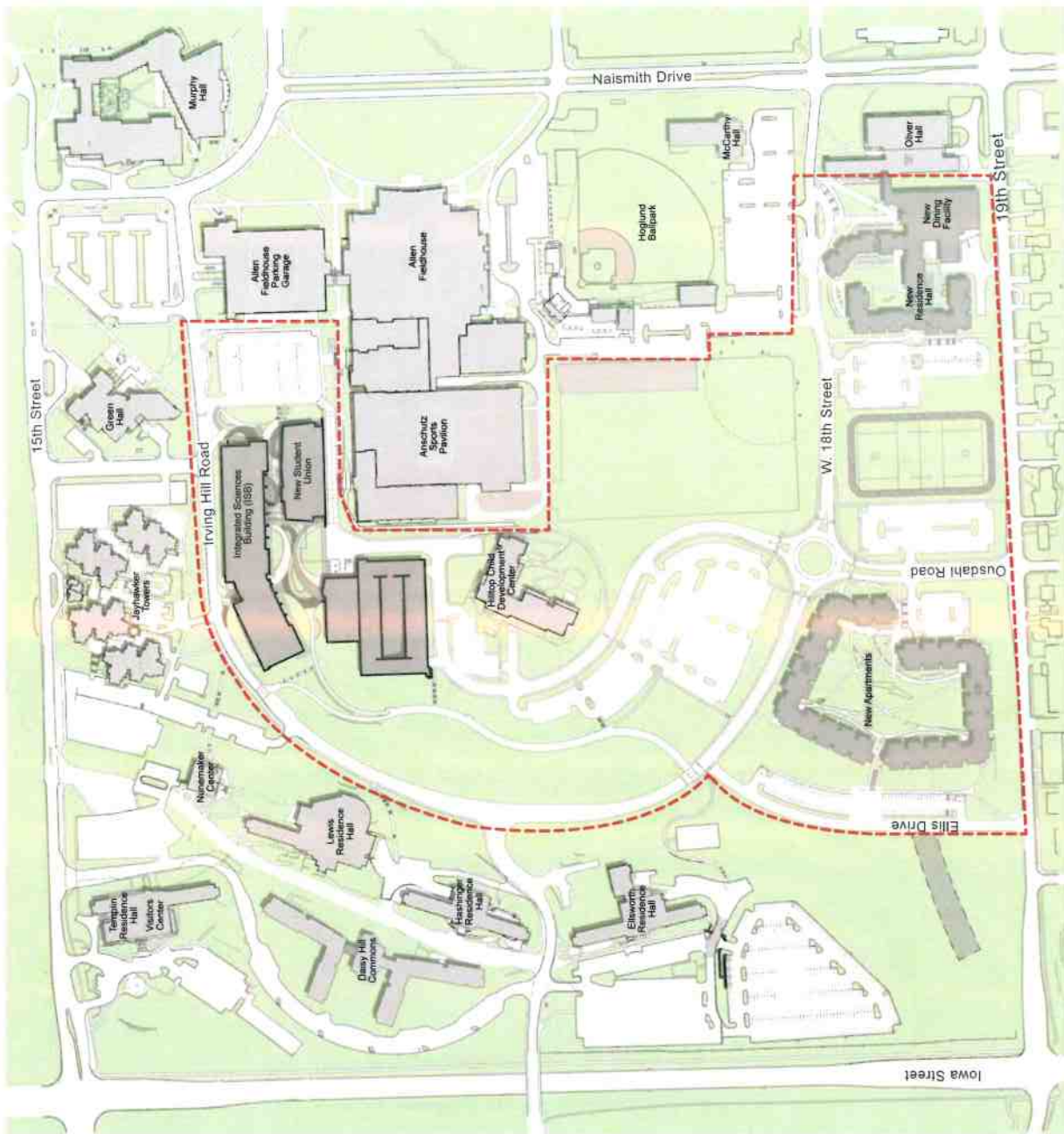

Notary Public

My appointment expires:



Sherri Riedemann
Notary Public - State of Kansas
My Appt Expires 5/12/18

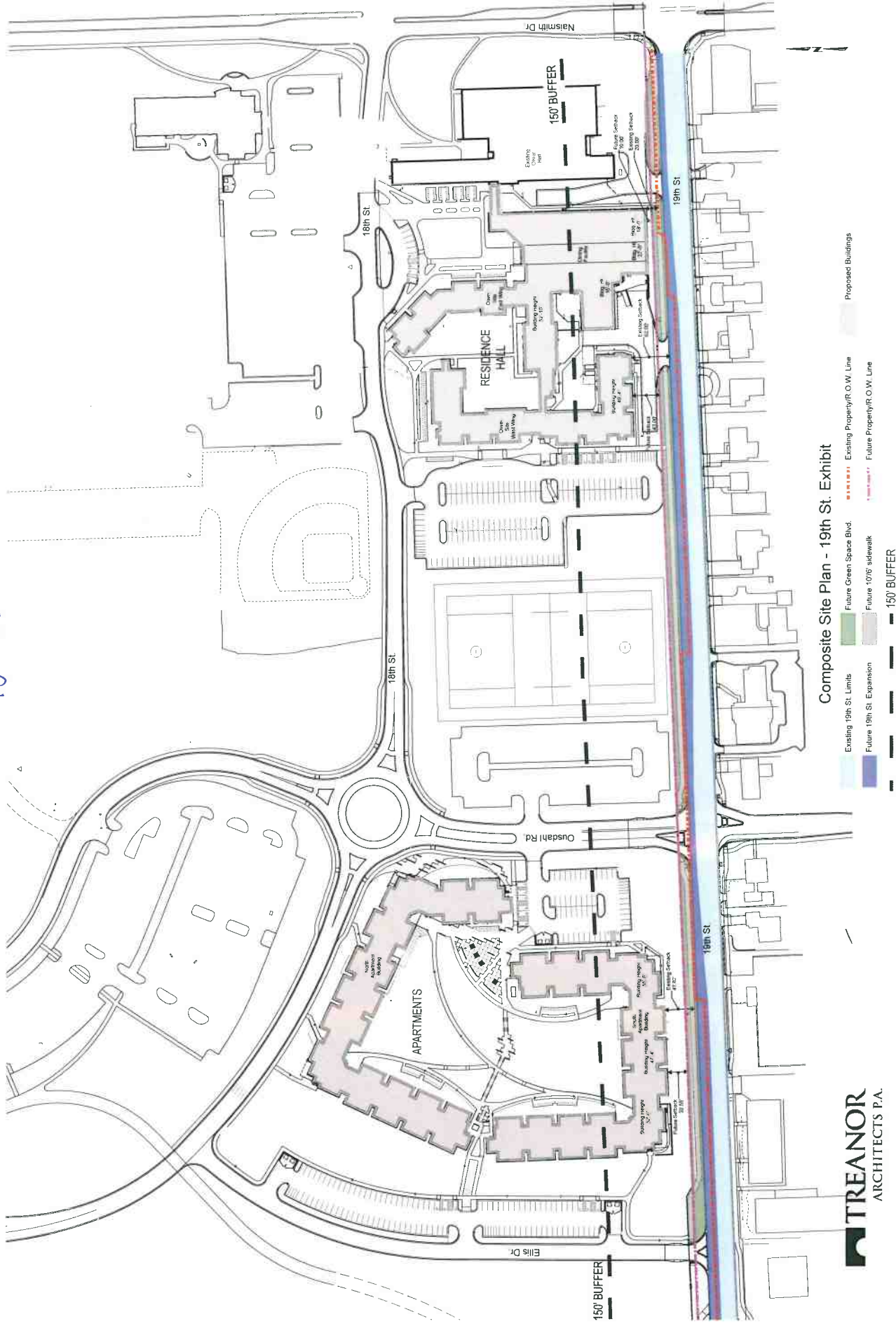
EXHIBIT A
Pg. 1 of 2



Central District
Site Boundary

⊕ 04/14/2016

EXHIBIT A
PG. 20 OF 2



TREANOR
ARCHITECTS P.A.

CENTRAL DISTRICT
HOUSING | 19TH ST. 150' BUFFER

EXHIBIT B

Central District Housing Parking Supply/Demand March 31, 2016

| Parking Lot Inventory | Original Capacity | Spring 2016 | Summer 2016 | Revised Capacity | Housing Stalls | Comments |
|--|-------------------|-------------|-------------|------------------|----------------|---|
| Lot 123 | 31 | (31) | | 0 | | |
| Lot 114 Ellis Drive | 421 | (273) | (148) | 0 | 60 | Bagley Drive Existing West Parking |
| Lot 19 | 52 | (52) | | 0 | | |
| Lot 20 - Hilltop | 80 | (80) | | 0 | | |
| New Hilltop Child Care Lot | 0 | | | 35 | | |
| Lot 72 | 380 | | (215) | 165 | | |
| Oliver Lot 112 South | | (90) | | -90 | (90) | |
| Oliver Lot 112 North | 330 | | | 330 | 330 | |
| Oliver Temp Lot | 0 | 100 | | 0 | | |
| New Parking Garage | 0 | | | 611 | | |
| New Residence Hall West Lot | 0 | | | 162 | 162 | Approx 40+ more stalls in detention area |
| New Residence Hall Drop Off | 0 | | | 8 | 8 | |
| New Apartments Far East Lot | 0 | | | 143 | 143 | |
| New Apartment East Lot | 0 | | | 57 | 47 | |
| New Apartments West Lot | 0 | | | 103 | 103 | |
| N4 Lot North & South | 0 | | | 425 | 425 | |
| Lot 125 | 109 | | | 109 | 109 | Shift to Housing parking |
| McCollum Lot 105 | 180 | (180) | | 374 | | Housing Parking but not in count in green |
| TOTAL Parking in Central District | 1583 | | | 2432 | | |
| TOTAL Housing Parking/19th Street | | | | | 1,237 | |
| | | | | | 60 | Bagley Drive West Parking |

| Housing Facilities | Number of Beds | Historic Parking Demand Calc % | Calculated Parking Demand |
|---------------------------------------|----------------|--------------------------------|---------------------------|
| McCarthy Hall (apartments) | 34 | 70% | 24 |
| Oliver Hall | 660 | 50% | 330 |
| New Residence Hall | 545 | 50% | 273 |
| New Apartments | 708 | 70% | 496 |
| Total Beds | 1947 | | |
| TOTAL Projected Parking Demand | | | 1,122 |

1,297 Adjusted Total Housing Parking Available

Current Historic Data

| | Percentage of Permits Sold per Bed |
|-----------------------------|------------------------------------|
| Daisy Hill | 47.20% |
| Oliver/McCarthy | 43.60% |
| GSP/Corbin | 57.20% |
| Scholarship Halls | 37.10% |
| Jayhawk Towers (apartments) | 58.20% |
| Average | 49.30% |