

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 9th day of July, ~~2019~~²⁰²⁰ ("Effective Date"), by and between the CITY OF LAWRENCE, Kansas, a municipal corporation ("City") and the UNIVERSITY OF KANSAS, an agency of the State of Kansas and a public institution of higher education ("KU") (collectively referred to as the "Parties").

WHEREAS, the City and KU offer bus transportation throughout the City and the KU campus via Lawrence Transit, a coordinated transit service between the Parties; and

WHEREAS, the City is interested in constructing a new transit hub to facilitate passenger transfers and movement; and

WHEREAS, KU owns property that may provide a suitable location for a transit hub; and

WHEREAS, the Parties seek to explore options for a transit hub, including the possibility of locating it on KU property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. Objective of the Parties. The Parties enter into this MOU to memorialize their intent to study options for possible construction of a transit hub on property owned by KU on or about Bob Billings Parkway and Crestline Drive ("Site") as depicted in "Exhibit A" attached to this MOU. If the Site is an appropriate venue to locate a transit hub, the Parties intend to enter into a land-use or similar agreement to govern the use of the Site and construction of a transit hub.
2. Site and Process Information. It is anticipated that the following activities will be necessary to understand the feasibility of constructing a transit hub on the Site, and the Parties agree to work cooperatively to accomplish such acts:
 - (a) geological, traffic, and other feasibility studies;
 - (b) facility construction and design evaluation;
 - (c) procurement requirements and processes; and
 - (d) State and City approval processes, including those processes set forth in the KU-City Cooperation Agreement and amendments thereto which are attached to this MOU as "Exhibit B".
3. Funding and Access. KU shall provide the City with reasonable access to the Site in order to conduct feasibility studies or otherwise evaluate the Site. The City shall provide KU with no less than twenty-four (24) hours' notice of Site access. The

City shall coordinate, fund, and be fully responsible for all Site studies, including, but not limited to, traffic control, environmental, construction, and geological.

4. Joint Coordinating Committee. The Parties shall establish a joint coordinating committee that will serve as the initial forum for planning and communication regarding Site evaluation and the possible transit hub construction. The Joint Coordinating Committee shall meet regularly, but not less than quarterly, for the purpose of ensuring prompt and accurate communication and information exchange.
5. Nonbinding Nature. The Parties recognize that additional investigation and planning will be required in connection with the matters set forth in this MOU, and that such investigation and planning is necessary before a definitive statement of the terms and conditions of the contemplated transit hub can be developed. This MOU does not constitute a legally binding or enforceable agreement on the part of either Party with respect to the matters described herein. Either Party may elect not to proceed with the proposed transit hub at any time without liability.
6. Relationship of Parties. Nothing in this MOU shall establish or create a relationship of partnership, joint venture, employment, franchise or association between the Parties, nor between their respective staff and/or employees. No Party by virtue of this MOU assumes any liability of any debts or obligations of a financial or legal nature incurred by the other Party to this MOU.
7. Costs. Except as specifically provided herein, each Party will be solely responsible for and bear all of its expenses (including fees and expenses of financial advisors, legal counsel, accountants, and other advisors) incurred in connection with the matters contained herein.
8. General. This MOU may be amended by a written agreement executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representative as of the Effective Date.

THE CITY OF LAWRENCE

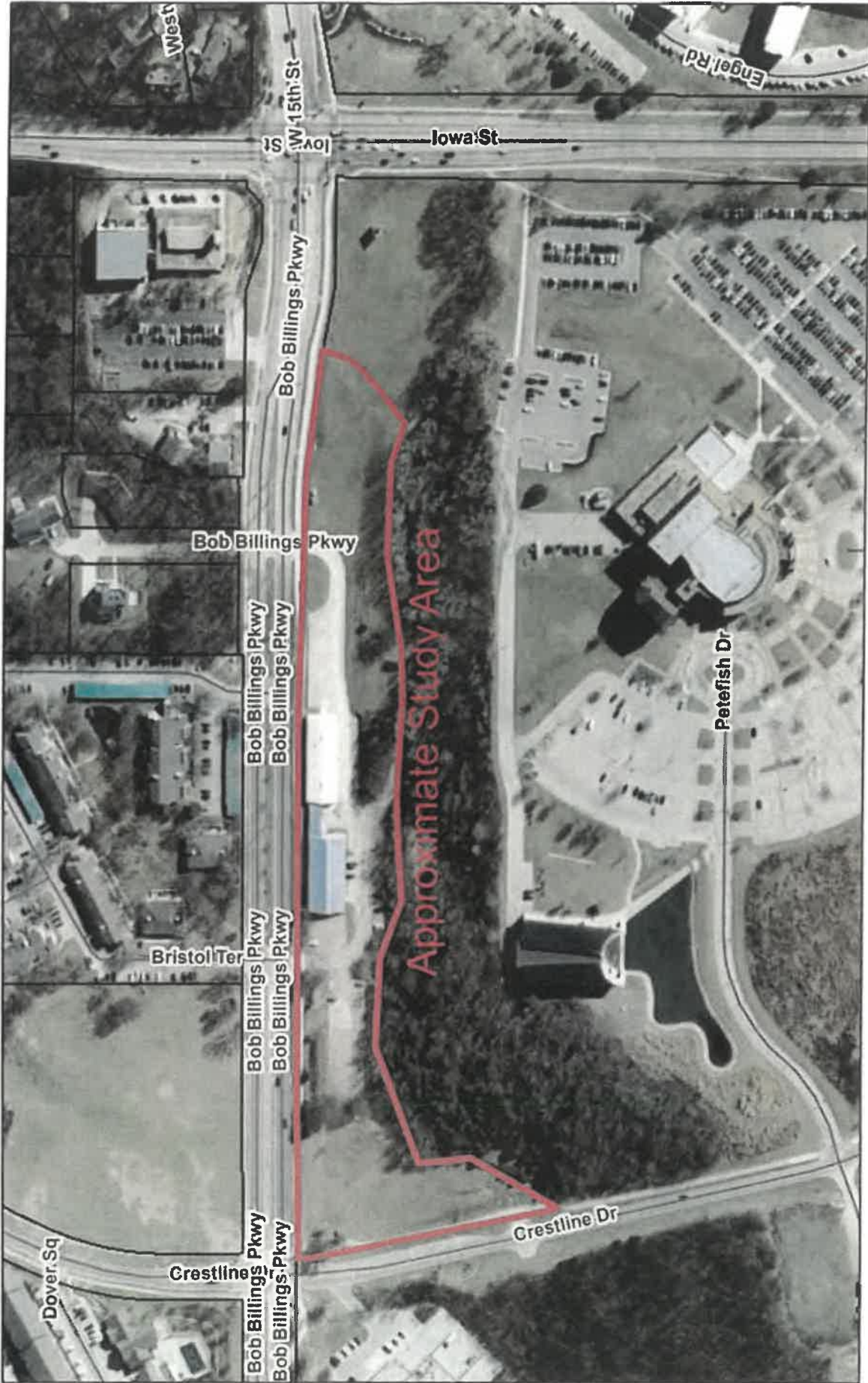
By: [Signature]
Title: City Manager
Date: 3/6/20

THE UNIVERSITY OF KANSAS

By: [Signature]
Title: Douglas A. Gird - Chancellor
Date: 7/9/20

Exhibit A - Approximate Study Area

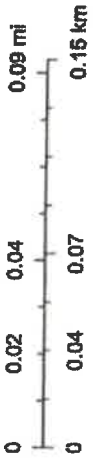
ArcGIS Web Map



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- Road Labels
- ▭ Parcels

1:3,611



Surdex Corporation

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

THIS AGREEMENT is made and entered into effective April 7th, 2005, 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 the University have a long history of cooperation regarding their shared mutual interests in a strong and vibrant University and Lawrence community. The long term vibrancy and health of the University are in the interest of the City and the long term health and vibrancy of the City are in the interest of the University; and

WHEREAS, the University, acting under the authority of the Board of Regents of the State of Kansas, has the authority, pursuant to state law, to possess, hold, administer, and maintain real property for the purposes of its mission of research, teaching, and service; and

WHEREAS, the City of Lawrence, Kansas, has adopted comprehensive planning, zoning, and subdivision regulations pursuant to K.S.A. 12-741 et seq., to promote the general health, welfare and safety of the community; such regulations sometime hereafter referred to as the City's land use regulations; and

WHEREAS, the Kansas Supreme Court has stated that whether a state agency is immune from local zoning regulations requires the balancing of certain interests:

"In the absence of a clear expression of legislative intent, whether one governmental agency is subject to land use regulation of another depends on an inference of legislative intent derived from an overall evaluation of all relevant factors, including: (1) the nature and scope of the instrumentality seeking immunity; (2) the kind of function or land use involved; (3) the extent of the public interest to be served thereby; (4) the effect local land use regulation would have upon the enterprise concerned; and (5) the impact of the proposed use upon legitimate local interests. In some instances one factor will be more influential than another or may be so significant as to completely overshadow all others. No one factor, such as the granting or withholding of the power of eminent domain, is to be thought of as ritualistically required or controlling. Even if immunity is found to be present, the State's action may be judicially reviewed as to whether the State acted arbitrarily."

Hermann v. Board of County Commissioners, 246 Kan. 152, Syl. 4, (1990)

and;

WHEREAS, the Kansas Supreme Court has not ruled that a state university is subject to local zoning; and

WHEREAS, Kansas Statutes Annotated ("K.S.A.") 75-3741c(a) stipulates that "no state capital improvement project. . . shall be subject to any building permit requirement or building code of any county, township, district, city or other political subdivision of this state"; and

WHEREAS, all public universities in Kansas are required to adhere to the guidelines in K.S.A. 31-132 et seq., 31-144(a), 31-150, and 31-150a, for the construction of school buildings and are subject to penalties for noncompliance; and

WHEREAS, the University and the City desire to cooperate in the best interests of the citizens of the State of Kansas, the citizens of the Lawrence community, and the students of the University concerning the University's state-wide mission of higher education, research, teaching, and service, and the use of land by the University as it may support the University's state-wide mission as well as affect the neighborhoods and the City community; and

WHEREAS, the City and the University further desire to avoid disputes and disagreements concerning the applicability of certain City land use regulations to University property; and

WHEREAS, the City and the University further desire to enter into an agreement that shall specify those City land use regulations the University shall comply with in its ownership and use of University real property within the City boundaries; and the City and the University shall mutually benefit from the express determination of the applicability of certain City land use regulations as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

Section 1. Pre-Existing Conditions. Any condition existing as of the effective date of this Agreement in any property of the University, the Kansas University Endowment Association or the Kansas University Center for Research, Incorporated, shall be considered to be a pre-existing condition and shall not be subject to corrective or remedial action, including, but not limited to, platting or subdivisions, or study, including any traffic study, storm water study, or wastewater study. No remodeling, repairs or maintenance of pre-existing conditions anywhere on University property, including parking lots, which does not increase the building footprint or height, shall subject any pre-existing conditions to any City land use regulation that might otherwise be required by virtue of the provisions of this Agreement.

Section 2. Purposes. The purposes for which the parties have entered into this agreement are to cooperate in the application of certain City land use regulations that shall apply to specified real property owned and used by the University. These purposes include the parties agreement that: 1) the University will adhere to certain City land use regulations as herein described in consideration of the City's agreement to not attempt to otherwise impose its zoning requirements on the University; 2) applicability of certain regulations to specified University property shall be clear to the parties; and 3) that the communities served by the City and the University shall benefit by the limited application

of certain City land use regulations to specified University property, which will protect and enhance the general health, safety, and welfare of the community. To this end, the University will provide a map, last revised on December 10, 2004, representing the properties comprising the Primary University of Kansas, Lawrence, Campus, as designated in Section 3 below of this Agreement (Appendix A). Further, the City shall designate the Primary University of Kansas, Lawrence, Campus on the City's zoning map as "U" and shall amend its zoning ordinance to specify that such "U" designation refers to this Agreement only and does not otherwise include any zoning requirement or condition.

Section 3. Definitions. For purposes of this Agreement, the following terms and phrases shall have the following meanings:

- a) Primary University of Kansas, Lawrence, Campus. The Primary University of Kansas, Lawrence, Campus shall be that property titled to the State of Kansas, the Board of Regents, and/or the University of Kansas, or that is leased to or otherwise made available to the University or the Kansas University Center for Research, Incorporated on the main and west campuses of the University of Kansas, Lawrence, as well as land owned by the Kansas University Endowment Association or the Kansas University Center for Research, Incorporated, within the area bounded by Iowa, 15th, Kasold, and 23rd Streets, as further designated by the map in Appendix A. The Primary University of Kansas, Lawrence, Campus also shall include all properties contiguous to the main and west campuses of the University of Kansas, Lawrence, including 1) what is commonly known as "North College," comprising the Gertrude Sellards Pearson and Corbin residence halls, the parking garage N-College, and the housekeeping facility at 1043 Indiana Street, and 2) the Continuing Education Building and Oldfather Studios.
- b) University of Kansas Property Outside the Primary University of Kansas, Lawrence, Campus. For the purposes of this Agreement, University of Kansas Property Outside the Primary University of Kansas, Lawrence, Campus shall include all University property in the corporate limits of the City of Lawrence that is not contiguous with the boundaries of the Primary University of Kansas, Lawrence, Campus and is titled to the State of Kansas or the Board of Regents and/or the University of Kansas or the University of Kansas Center for Research, Incorporated.
- d) City Land Use Regulations. Unless further specifically defined within this Agreement, the City's land use regulations shall include all City laws enacted pursuant to the provisions of Article 7, Chapter 12 of the Kansas Statutes Annotated, including but not limited to zoning, site planning, and subdivision regulations. Nothing in this Agreement shall be construed to require attendance of University representatives in their official capacities at hearings, public meetings or other activities of any City committee, commission, council or other body.

Section 4. Applicability of Certain City Land Use Regulations.

- a) University of Kansas Property Outside the Primary University of Kansas Campus.

The University agrees that all University of Kansas Property Outside the Primary University of Kansas Campus shall comply with the City's land use regulations, except those regulations that are in conflict with or are superseded by the provisions of K.S.A. 75-3741c and any other provision of state law or regulations. The University shall adhere to City land use regulations for University of Kansas Property Outside the Primary University of Kansas, Lawrence, Campus regardless of use or proposed use, it being the intent of the parties that University of Kansas Property Outside the Primary University of Kansas, Lawrence, Campus shall be in compliance with the City's land use regulations in the same manner as property titled to other property owners within the City, except as noted herein.

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

There is hereby designated a 150 foot buffer area within the Primary University of Kansas, Lawrence, Campus Property that 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;
- 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, 223, 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 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 screening 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 the recommendations of the University Building Committee, and issue a written response, which will explain any deviation from the desires of the *ad hoc* Community Program Advisory Committee, including dissenters. The Provost's decision shall be final.

In addition, the University shall seek the advice and recommendation of the City (Lawrence-Douglas County Metropolitan Planning Department) in attempting to achieve consistency with the City's master street 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.

c) Primary University of Kansas, Lawrence, Campus The University shall comply with the following City land use regulations for property located on the Primary University of Kansas, Lawrence, Campus, 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:

- 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; and
- 3) the City's standards and requirements for storm water management and detention for all new construction.

Any expansion or addition of the boundaries of the Primary University of Kansas, Lawrence, Campus beyond the boundaries that exist on the date of the execution of this Agreement as shown in Exhibit A, shall be treated as property outside the Primary University of Kansas, Lawrence, Campus, consistent with the provisions of section 4.

If, after the execution of this Agreement, any property described in Section 3 of this Agreement is no longer titled to entities set forth in Section 3 of this Agreement, and instead titled to a private person or entity, then this Agreement shall no longer apply to such privately titled property.

Section 5. Annual Development Plan. The University shall make available to the City Commission and the City Manager the annual five-year proposed capital improvement plan for the University of Kansas as approved by the Board of Regents. The parties recognize that such plan does not guarantee the development or redevelopment of projects in the plan. The parties further recognize that, from time to time, projects not listed in the five-year plan may be undertaken when unplanned or immediate funding opportunities are available. All capital improvement projects are subject to prior review and approval of the Board of Regents.

Section 6. Transportation and Pedestrian Traffic Analysis for Major Projects. The University shall conduct a transportation and pedestrian impact analysis on all new major development projects that substantially increase vehicle and pedestrian traffic, unless other provisions of this Agreement require additional traffic impact analysis. The analysis required by this Section shall be intended to identify any potential need for future City infrastructure improvements and any appropriate mitigating measures from the University pending completion of infrastructure improvements. While the University shall determine method, means, subject matter, and format of any such analysis involving University property, elements to be addressed as a part of the analysis include vehicular traffic, public and private transit routes and loading zones, and, when appropriate, bicycle and pedestrian traffic.

Section 7. Codes and Standards. The City shall not have any authority to require the issuance of building permits or City inspections for University construction or projects. The University shall construct, or otherwise permit the construction, of all development or redevelopment on University property pursuant to the most current codes and standards adopted by the State of Kansas. The University shall conduct, or otherwise have performed on the University's behalf, inspections pursuant to the code requirements adopted by the State of Kansas.

Section 8. Noise Standards. Noise levels within 150 feet of the exterior boundary of the University Primary University of Kansas, Lawrence, Campus Property from University structures or buildings shall not exceed the currently existing noise level standards established by the City for similar private or public projects within the City. This limitation shall not extend to University and community events involving group activities such as athletic events, concerts, University-sponsored residence hall activities, and other University-sponsored or hosted activities involving gatherings of persons.

Section 9. Notice to Parties. The parties desire to communicate on development and construction projects as they may be affected by the provisions of this Agreement and as such development and construction may affect the interests of the parties.

- a) The University shall notify the City of any development and construction, other than maintenance or repair work, within ten (10) working days prior to commencement of such development and construction: 1) on property within the 150 foot buffer area of the Primary University of Kansas, Lawrence, Campus; and 2) on property that is designated as University of Kansas Property Outside the Primary Campus. The demolition of any structure outside the Primary University of Kansas, Lawrence, Campus that is nine (9) feet or greater in height shall require notification pursuant to this Section. For property within the 150 foot buffer area, the University shall prepare an impact analysis report of the proposed development and construction governed by this subsection and shall provide the City with a copy of the impact analysis report no less than twenty-one days prior to the development and construction. The impact analysis report shall include documentation indicating compliance with the provisions of this Agreement. Completion of an impact analysis pursuant to this provision shall not obligate the University to carry out any proposed development or construction should the University, in its sole discretion, choose not to proceed with the proposed development or construction. No impact analysis report shall be required for property that is designated as University of Kansas Property Outside the Primary Campus because the University shall, except as provided in Section 4, above, comply with all city land use regulations for such property, which shall include application to the City for development and construction governed by the City's land use regulations. The parties specifically agree the University shall not in any case be required to obtain building or demolition permits from the City.
- b) The City shall notify the University of any City infrastructure development and construction, other than maintenance or repair improvements, located within the 150 foot area exterior to the boundary of the Primary University of Kansas Campus. The City shall, within 5 working days of its receipt of such an application, notify the University of any private development and construction, other than maintenance or repair improvements, requiring a City building permit for structures located within the 150 foot area exterior to the boundary of the Primary University of Kansas Campus. The City shall notify the University of any scheduled public hearing on a change in zoning on property located within the 150 foot area exterior to the boundary of the Primary University of Kansas Campus. The City shall, within 5 working days of its receipt of such a request, notify the University of any request to obtain a license to operate a retail liquor store or a drinking establishment on property within the 150 foot area exterior to the boundary of the Primary University of Kansas Campus. The City shall within 5 working days of issuance, notify the University of any issuance of a Notice of Violation of the City's environmental code or City laws governing unsafe and dangerous structures on property within the 150 foot area exterior to the boundary of the Primary University of Kansas Campus.
- c) Notice to the University shall be to the Vice Provost for Facilities and Planning and Management, 250 Strong Hall, University of Kansas, Lawrence, Kansas, 66045. Notice to the City shall be to the City Clerk, 6 East 6th Street, City Hall, Lawrence, Kansas 66044.

Section 10. Requirements Concerning Fees. The University shall not be required to pay land use regulation fees, including rezoning, platting, and site plan review fees. Nothing in this Agreement waives any requirement consistent with state law for the University to pay other City usage fees and utility charges, including water, wastewater, sanitation, or storm water utility usage charges.

Section 11. Historic Review Memorandum of Understanding Not Affected. Nothing in this Agreement shall be interpreted as altering or changing the requirements and obligations of the City and the University as set forth in the Memorandum of Understanding between the City and the University dated September 21, 2001 governing certain historic preservation reviews as required by law. Nothing in this Agreement is intended to preclude modification of the Historic Review Memorandum of Understanding as provided in such Memorandum or to supersede state law or regulations regarding Historic Preservation.

Section 12. Amendment or Modification. This Agreement may be modified or amended at any time upon the mutual written agreement of the duly authorized representatives of the parties.

Section 13. Termination. This Agreement shall have a duration of five (5) years from the effective date stated above. Not later than four (4) years following the effective date, duly authorized representatives of the parties shall meet to discuss any desired changes or modifications to the Agreement and shall attempt to reach mutual agreement upon such changes or modifications. If either party determines to terminate the Agreement in lieu of changing it or extending it into another term, that party must give notice of intent to terminate the Agreement not later than 180 calendar days before the Agreement terminates. In the absence of mutual written modification or notice of termination given in accordance with this section, at the end of each five (5) year term, this Agreement shall otherwise renew for another five-year term with the then-existing provisions to be effective for that term. Any termination pursuant to the provisions of this section shall not constitute a breach under section 21 of this Agreement. . Nothing in this Agreement is intended to waive any right of sovereign immunity either party may have upon termination of the Agreement.

Section 14. Approval and Authorization. Each of the parties warrants and represents by the execution of this Agreement that it has been approved by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been duly authorized and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

Section 15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.

Section 16. Venue. It is agreed by and between the parties that, should any dispute arise, that cannot be resolved through negotiations and by mutual consent, concerning the validity and effect of this Agreement, or of any breach of the Agreement herein, venue of action concerning such dispute shall be in the District Court of Douglas County, Kansas.

Section 17. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

Section 18. Effective Date. This Agreement shall take effect upon its approval by the last party indicating approval.

Section 19. Prior Agreements. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

Section 20. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 21. Breach of Agreement. The parties shall have all rights and remedies available to them at law and equity to enforce provisions.

THE UNIVERSITY OF KANSAS

This Agreement is approved as authorized by the University of Kansas, Douglas County, Kansas on the 7th day of April, 2005.



David E. Shulenburger, Provost and
Executive Vice Chancellor

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 7th day of April, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David E. Shulenburger, 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 such person duly acknowledged the execution of the same to be her free and voluntary act and deed.

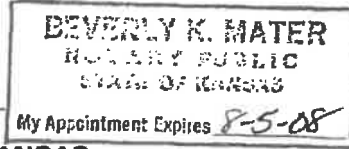
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

Beverly K. Mater

Notary Public

My appointment expires:

August 5, 2008



CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the 29th day of March 2005.

Mike Rundle

Mike Rundle, Mayor

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 30th day of March, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mike Rundle, Mayor, 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 his 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.

Frank S. Reeb

Notary Public

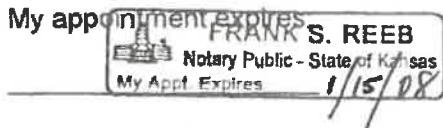
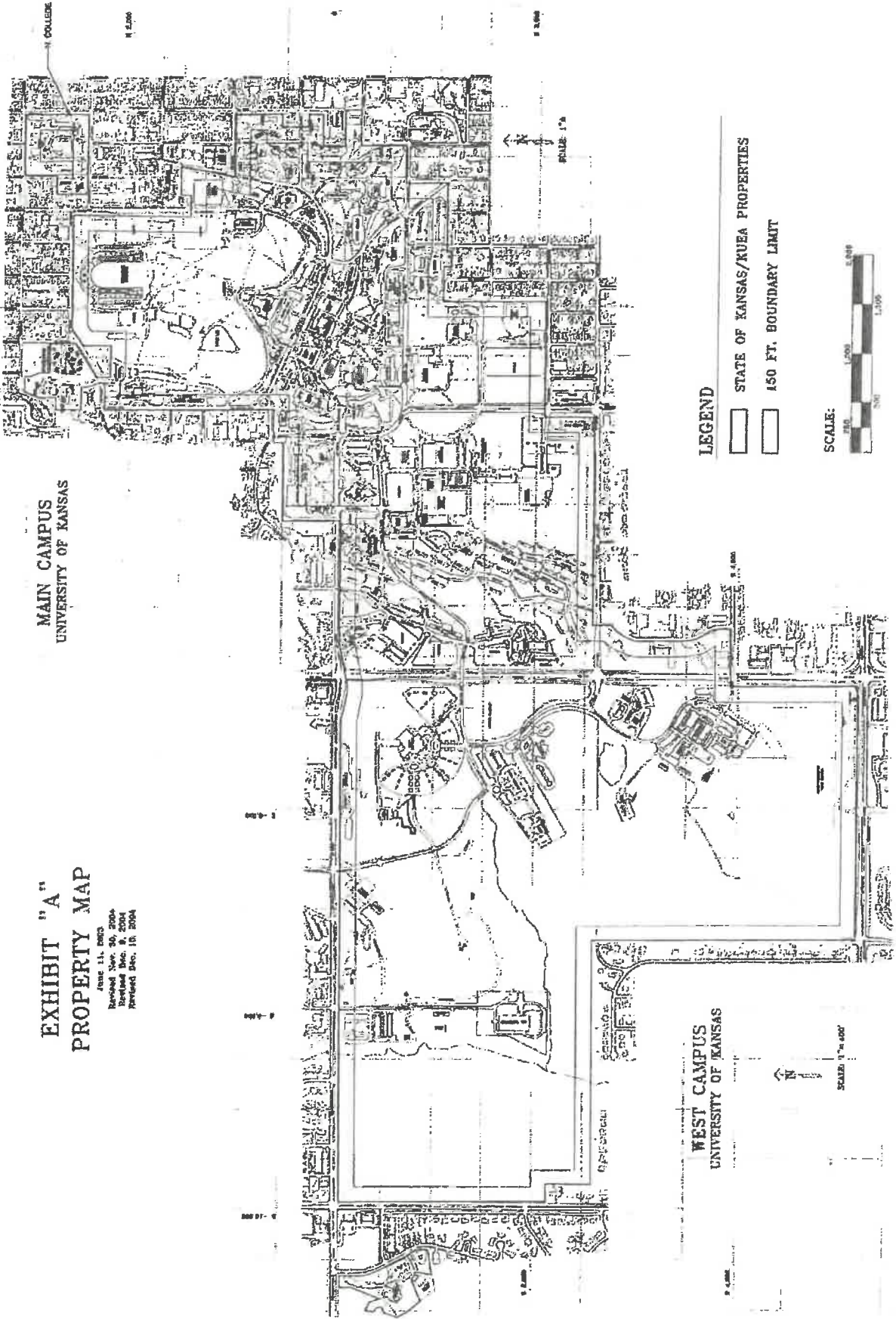


EXHIBIT "A" PROPERTY MAP

June 11, 1993
Revised Nov. 30, 2004
Revised Dec. 9, 2004
Revised Dec. 10, 2004

MAIN CAMPUS UNIVERSITY OF KANSAS

OLDWATER STUDIOS
1851 W. 87th



WEST CAMPUS UNIVERSITY OF KANSAS

SCALE: 1" = 400'

LEGEND

- STATE OF KANSAS/RUEA PROPERTIES
- 150 FT. BOUNDARY LIMIT



**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.

THE UNIVERSITY OF KANSAS

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



Diane Goddard, VP for
Administration and Finance

ACKNOWLEDGMENT

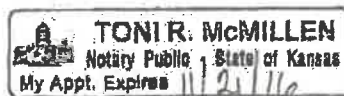
STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

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 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.

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:



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:

 **Sharrl Riedemann**
Notary Public - State of Kansas
My Appt Expires 5/12/19

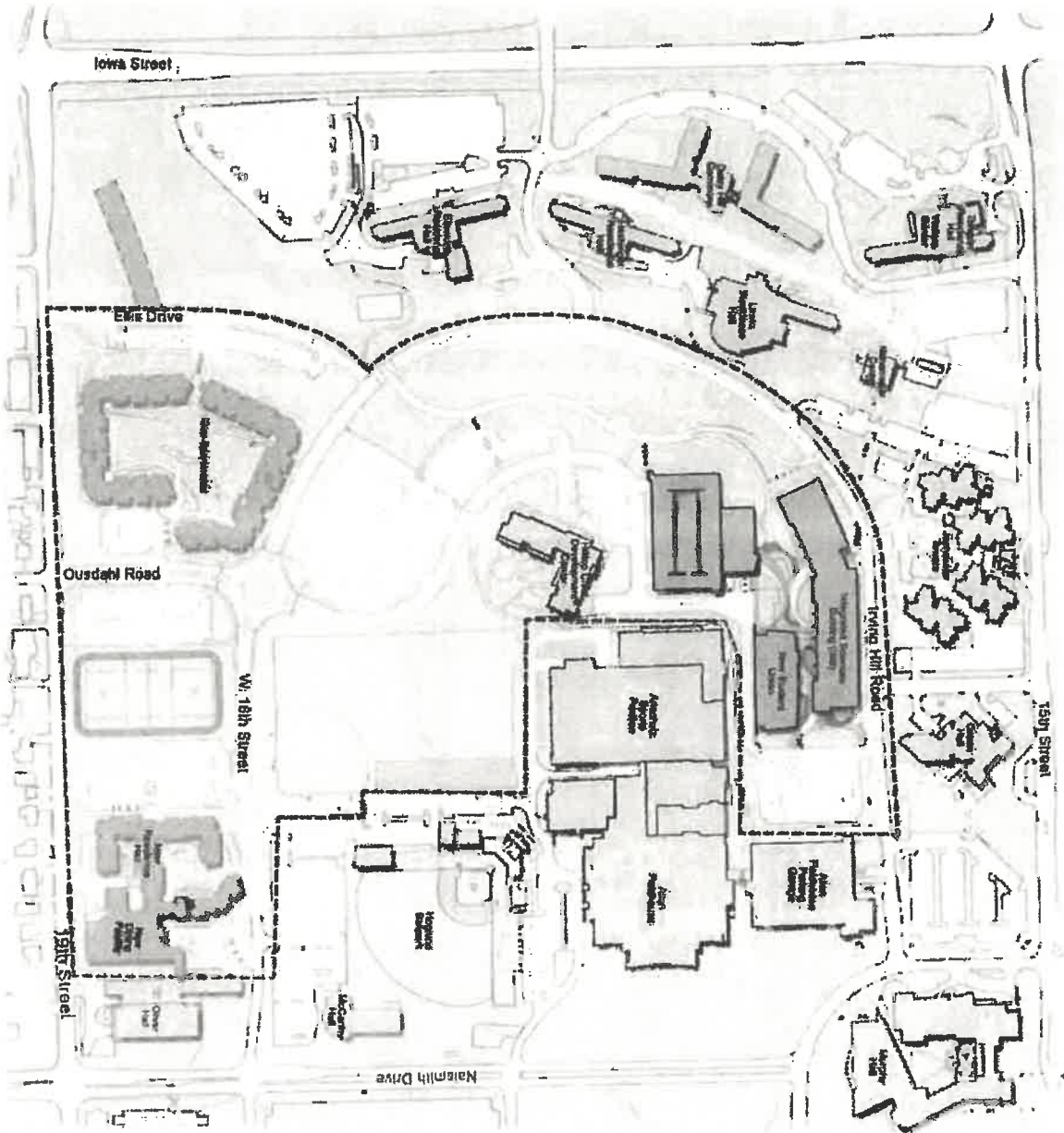
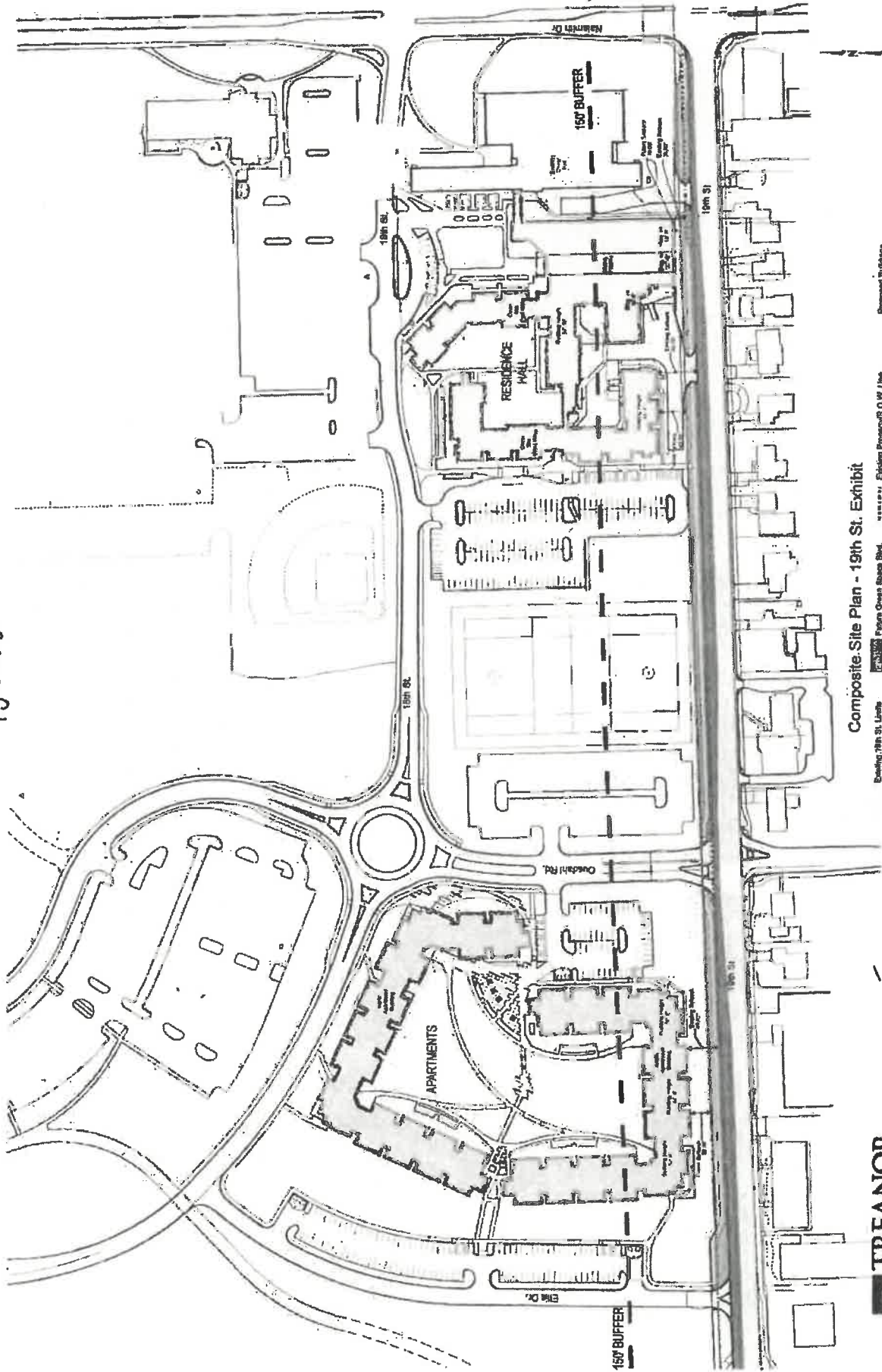


EXHIBIT A
Pg. 1052

Central District
Site Boundary
⊕ 04/14/2016

EXHIBIT A
PG. 2 OF 2



Composite Site Plan - 19th St. Exhibit

- Existing 7th St. Limits
- Future Green Street Blvd.
- Future 10th St. Intersect
- Future Property R.O.W. Line
- Proposed Buildings



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 14 ^{1/2} Ellis Drive	423	(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			399	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	
44 Lot North & South	0			425	425	
Lot 125	109			109	109	Shift to Housing parking
McCullum Lot 105	180	(180)		374		Housing Parking but not in count in green
TOTAL Parking in Central District	1583			2432		

TOTAL housing Parking/39th Street
1,237
60 Bagley Drive West Parking

Housing Facilities	Number of Beds	Historic Parking Demand Calc %	Calculated Parking Demand
McCarty 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

Adjusted Total Housing Parking Available
1,297

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%

**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 16, 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.

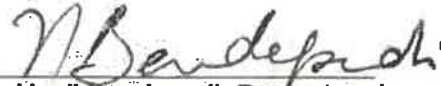
In addition, the University shall seek to advice and recommendation of the City (Lawrence-Douglas County Metropolitan Planning Department) in attempting to achieve consistency with the City's master tree plans; it being the agreement of the parties to not establish a requirement for the University to 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 16th day of June, 2017.



Dr. Neeli Bendapudi, Provost and
Executive Vice Chancellor

ACKNOWLEDGMENT

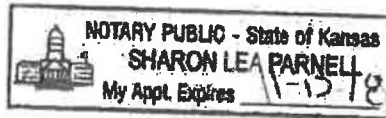
STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 16th day of June, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Neeli Bendapudi, 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.

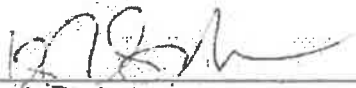

Notary Public 6-16-17

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 16th day of May, 2017.



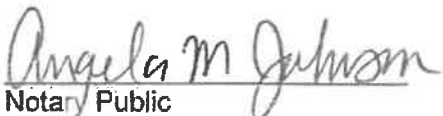
Leslie Soden
Mayor

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 16th day of May, 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:

Angela M Johnson
Notary Public
State of Kansas
My Appt Expires 9-14-20

EXHIBIT "A"
PROPERTY MAP

Revised May 15, 1987

