University Park Improvement District

Board Meeting Agenda

November 17, 2026

University Park Clubhouse – 7:00 PM

1. Call to Order - Regular Monthly Board Meeting
2. Approval of Agenda
3. Approval of Minutes - Monthly Meeting October 13, 2026
4. Approval of Financial Report
5. Public Forum (State Name - 3 minute per UPID Policy)
    a.
6. Officer Reports
    a. Sarah -
        i. Welcome - Evan McMilian, Riley County Public Works. Update on the Lagoon project and funding.
        ii. A special meeting was held on October 21st
            1. to make a final decision on fencing contractors, after asking each to rebid with black chain link fence and inclusive of reinstalling the parking barricades. Manhattan Fence received most community input via calls/texts/emails. Rolling Hills timeline changed and they

could no longer guarantee completion by the grant deadline. Manhattan Fence was selected.

b. Jo Ann - Sport court expenses will be discussed later, as part of the committee updates. Diane has update; Board will answer additional questions. See the end of the Agenda for summary totals spent on the sport court.

c. Richard -

7. Committee Reports - Standing Committees and Liaison Updates
    a. Boat Ramp – John Cassida -
    b. Equipment – Curt -
    c. Firewise – Todd Schmidt -
    d. Golf Course –
    e. Riley County Parks Board – Curt Friedrich -
        i. Requests for next year: $500 for lights & fans at the pavilion and $3,000 for “ball/disc golf reconfiguration”
    f. Prairie Management – Laura Mendenhall -
    g. Sherman Township Liaison – Jo Ann Zahner -
    h. Welcome – Sande/ Shelly Williams
    i. Pickleball/Sport Court - Diane Wilcox
        i.
    j. Community Building - Jenna -

8. Unfinished Business
    a. Travis & Aly Gilbert - breaking ground on their new home build soon, in Lakeside Heights; want to connect to UPID water/sewer.
        i. Gilbert's to pay cost to extend utilities; New special assessment from lagoon will include Gilbert's property (share cost)
    b. Old Fire Station - lease it out?
        i. Tenant required to get liability insurance.
        ii. Options for heat? Lease entire building or add demising wall to create two spaces?
    c. Turkey Trot - Thanksgiving morning.
9. New Business
    a. fix re-grade parking lot
10. Announcements
    a. Board Announcements
        i.
    b. Community Announcements
        i. Cedar tree Saturday December 5th
11. Adjournment

ADDITIONAL AGENDA ATTACHMENTS:

6.b. Cost of Sport Court Summary

			$21,795.71	
Paid By	**Paid To**	**Description**	**Cost**	**Date**
Fund 232	Bayer Construction	Scalpings & Rock	$362.57	6/29
Fund 232	Bayer Construction	Scalpings	$247.89	8/6
Fund 232	Bob Caley trucking	Delivery	$1,500.00	8/13
Fund 232	Bayer Construction	Scalpings	$956.23	8/13
Fund 232	Sunset Stone	Limestone Blocks	$3,102.85	9/8
Fund 232	Bayer Construction	Scalpings	$523.47	9/8
C. Bank	Bayer Construction	Scalpings & Fill Dirt	$1,952.70	10/28
Riley County Parks	Various	Site Work expenses	$3,364.43	9-30
Riley County Parks	Manhattan Fencing (reimbursed)	Fence	$9,785.57	not yet paid

8.b. Copy of Commercial Lease for old fire station

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____ by and between University Park Improvement District (UPID) and _____ ("LESSEE") as listed below and upon approval by both LESSOR and LESSEE, as evidenced by their signatures hereto, a valid and binding Lease shall exist, the terms and conditions of which are as follows:

1. **DEFINITIONS AND BASIC PROVISIONS.** The following definitions and basic provisions shall be construed as follows when used elsewhere in this Lease:

a) **LESSOR:** University Park Improvement District, 7321 Hi-View Drive, Manhattan, KS 66503

LESSEE: _____

Leased Premises: 7412 REDBUD DR, Manhattan, KS 66503
Legal Description: S12 , T08 , R06E , ACRES 24.5 , BEG NW COR LT9 UNIV PARK SUB T H SE 210',SE615',SW1100',N2093 ',SE615' SE 520' TO POB

b) **Use:** Description of allowed use. _____

_____

LESSEE, as evidenced by his signature below, has determined and represents that the stated use is consistent with all local, State and Federal regulations applicable to said use.

c) **Legal Use:** LESSEE shall use the Leased Premises only for the use stated and for no other purposes. LESSEE shall not use, nor permit the use of, anything in the Leased Premises (i) which would violate any of the agreements of the Lease, (ii) for any unlawful purpose or in any unlawful manner, (iii) for the purposes of storing, manufacturing for selling any explosives, or other inherently dangerous substance, chemical, or device. In the event LESSEE use of leased premises causes an increase in cost of insurance, LESSEE shall reimburse LESSOR for such increase.

d) **Lease Term:** _____

e) **Early Termination Clause (Lessor's Right to Cancel)**
The Lessor shall have the unilateral right to terminate this Lease at any time during the Term, with or without cause, by providing the Lessee with at least **three (3) months' prior written notice** (the "Notice Period") of such termination.

Upon the expiration of the Notice Period, this Lease shall come to an end and terminate as if that date were the original expiration date of the Lease. The Lessee shall peaceably surrender and vacate the Premises in the condition required by this Lease on or before the final day of the Notice Period. The Lessee shall remain responsible for all rent, utilities, and other financial obligations under this Lease accruing up to the actual date of termination.

f) **Rent:** LESSEE agrees to pay LESSOR rent for the leased premises each month at the rate of $_____. Rent is due on or before the 1st day of each month throughout the lease term. Submit rent payments to 7321 Hi-View Drive, Manhattan, KS 66503 or to the current UPID treasurer.

g) **Late Payment of Rent:** Any rents received on the 5th day after the due date, or thereafter, shall be assessed in the amount of twenty dollars ($20) per day or the maximum allowable by law, whichever is less, until rent balance due, plus penalty, has been paid in full.

h) **Security Deposit:** $_____ will be retained by LESSOR as received from LESSEE at signing of prior Lease Agreement. Security deposit is not applicable toward last month's rent.

Lessee Initials _____

i) **Possession:** LESSEE shall retain possession of the Leased Premises by LESSOR from the Commencement Date during the term of this Agreement.

j) **Taxes:** LESSOR shall pay the property taxes on the Leased Premises during the term of this Agreement, and LESSEE shall pay all taxes with respect to its personal property located on the Leased Premises. In the event improvements completed by LESSEE for their use of the Leased Premises results in any increase of LESSOR's property taxes, LESSEE shall reimburse LESSOR for such increase.

k) **LESSEE's Public Liability Insurance Limits**: $1,000,000.00 combined single limit bodily injury and property damage as described in paragraph 5(c).

2. **GRANTING CLAUSE.** LESSOR hereby covenants and warrants that it has rightful possession to, and hereby leases, lets, and demises unto LESSEE, together with all improvements, appurtenances, easements, and privileges thereunto belonging, the leased premises for the permitted use.

3. **GENERAL PROVISIONS:**

a) **Assignment and Encumbering.** This lease shall not be assigned or transferred by LESSEE without LESSOR's prior written consent. Any assignment or subletting shall not relieve LESSEE of its obligations hereunder or release LESSEE from the further performance of all covenants herein contained.

b) **Rules and Regulations.** LESSEE agrees to observe and comply with the Rules and Regulations as they are presented in this Lease Agreement and such other and further reasonable rules and regulations as LESSOR may, from time to time adopt.

c) **Toxic or Hazardous Materials.** LESSEE shall not store, use or dispose of any toxic or hazardous materials in, on or about the Leased Premises, without the prior written consent of LESSOR. LESSEE, at its sole cost, will comply with all laws relating to LESSEE's storage, use, and disposal of hazardous or toxic materials.

d) **Holding Over.** In the event LESSEE remains in possession of the Leased Premises after the expiration or termination of the Lease, LESSEE shall occupy the Leased Premises as a Tenant from month-to-month at 150% of the rental due for the last full calendar month during the term of the Lease and subject to all other provisions and obligations of the Lease applicable to a month-to-month tenancy, until a new written lease is negotiated or LESSEE returns exclusive possession of the premises to the LESSOR, whichever is sooner.

e) **Utilities & Grounds:** LESSEE shall pay the costs of all water utility, propane and electric services, and any and all other utility fees provided to the Leased Premises. LESSEE will maintain utility services on the Leased Premises in LESSEE's name for the term of this Agreement. If water services are used, LESSEE will keep leased premises at or above 50 degrees at all times to keep pipes from freezing. Trash disposal is the responsibility of the LESSEE.

f) **Access to Premises**: LESSOR shall have the right to enter upon the Leased Premises throughout the lease term at reasonable hours to inspect the same and for the purpose of showing the leased premises, within two (2) months of the expiration of the lease term, provided LESSOR shall not thereby unreasonably interfere with LESSES's business on the Leased Premises.

g) **Quiet Enjoyment.** LESSOR grants to LESSEE, the right to peacefully and quietly hold, occupy, and enjoy the Leased Premises throughout the term. Further, LESSEE shall not commit any nuisance or act which may disturb the quiet enjoyment of any surrounding homes.

4. **MAINTENANCE, REPAIRS, ADDITIONS AND ALTERATIONS.**

Lessee Initials _____

LESSOR shall be responsible for all structural repairs and replacements, including the foundations and structural walls. LESSEE shall pay for repairs due to LESSEE negligence. LESSEE shall take care of the Leased Premises and surrender the same at the end of the term in substantially as good condition as when received, ordinary wear and tear accepted.

a) LESSEE accepts the Leased Premises in the condition existing at the time of execution of this Agreement. LESSEE shall not make these or any additions, alterations or improvements to the leased Premises without the prior written consent of the LESSOR.

LESSEE agrees to surrender the Premises and all keys to LESSOR on the last day of the lease term in good clean order, condition, and repair with normal wear and tear excepted.

INDEMNITY AND INSURANCE.

b) LESSOR's Insurance. LESSOR agrees to insure the Leased Premises for fire, casualty, and public liability. In the event negligence attributed to LESSEE or its employee's occupancy or use of the Leased Premises results in any increase in cost of LESSOR's fire and casualty or public liability insurance, LESSEE shall reimburse LESSOR for such increase as additional rent.

c) Indemnity, Liability and Loss or Damage. LESSEE agrees to defend, indemnify and hold LESSOR harmless from any loss, cost or expense, whatsoever, resulting from (1) personal injury, loss of life, or loss of property relating to the use and occupancy by LESSEE, or (2) from damage to, or destruction of the structure, or any part thereof, or of any abutting real property caused by, or attributable to, the negligent act or acts, or omission or omissions to act, of LESSEE, or caused by, or attributable to, the LESSEE's failure to perform its obligations under this Lease. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of LESSEE or any of LESSEE's agents, employees or invitees, rent shall not be diminished or a bated while such damages are under repair, and LESSEE shall be responsible for the costs of repair not covered by insurance.

d) LESSEE's Insurance. LESSEE shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. LESSEE shall procure, keep in force, and pay for comprehensive public liability insurance against property damage or personal injury provided for combined single limited liability of not less than One Million Dollars ($1,000,000) for LESSOR and LESSEE with reputable, responsible, licensed companies, indemnifying LESSOR and LESSEE against all claims and demands for injury to, or death of, persons, or damage to property, which may be claimed to have occurred on the Leased Premises. LESSOR shall be named as additional insured and Certificates of the same shall be provided to the LESSOR.

5. BREACH AND DEFAULT. This lease may be deemed by LESSOR as being in default if any of the following occur:

a) LESSEE fails to make any payment of rent, or any other amount due, and such failure continues for fifteen (15) days after the payment due date;

b) LESSEE fails to keep in force insurance as required by Paragraph 4(d) of the Lease and such failure continues for ten (10) days after written notice to Tenant.

c) LESSEE materially breaches any other covenant and the same shall not have been cured within ten (10) days after notice thereof by LESSOR;

d) If LESSEE or LESSOR fails to perform or observe any term or condition of this Agreement;

e) LESEE abandons or vacates the leased Premises during the term hereof;

Lessee Initials _____

f) LESEE fails to operate in material compliance with all applicable laws;

6. Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Kansas.

7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the Leased Premises, and supersedes all prior agreements, arrangements and understanding, whether written or oral, relating to the subject matter hereof.

8. Severability. Any provision of this Agreement which is prohibited or unenforceable, in whole or in part, in any jurisdiction shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

9. Amendment and Modification. This Agreement may only be amended or modified in writing, expressed setting forth such amended and/or modified term or condition, and executed by the parties hereto.

10. Binding Effect. The terms, conditions and covenants of this Agreement shall apply to, inure to the benefit of and be binding upon each of the parties hereto and their respective successors.

In the event of any transfer of title or interest of the Leased Premises, the LESSOR named herein shall be relieved of all liability related to LESSOR's obligations to be performed after such transfer. Provided, however, that any funds in the hands of the LESSOR at the time of such transfer shall be delivered to LESSOR's Grantee. LESSOR's obligations hereunder shall be binding upon LESSOR's successors and assigns only during their respective periods of ownership.

11. COMPLIANCE WITH LAW. LESSEE shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to LESSEE's use of the Leased Premises. LESSOR shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

12. RECEIPT. By execution of this Lease, LESSOR acknowledges receipt of Prepaid Rent and Security Deposit.

13. SECURITY DEPOSIT. The Security Deposit set forth in paragraph 1(h) of this Lease, if any, shall secure the performance of the LESSEE's obligations hereunder. LESSOR may, but shall not be obligated to apply all or portions of said deposit on account of LESSEE's obligations hereunder. Any balance remaining upon termination shall be returned to LESSEE. LESSEE shall not have the right to apply the Security Deposit in payment of the last month's rent.

APPROVED AND AGREED TO BY LESSEE:	**APPROVED AND AGREED TO BY LESSOR:**
Printed Name_____	Printed Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Phone: _____	Phone: _____
E-mail: _____	E-mail: _____

Lessee Initials _____