Memo

To: Carl Geffken, City Administrator

From: Jeff Dingman, Deputy City Administrator
Doug Reinert, Director of Parks & Recreation

Date: 10/14/2021

Re: Kelley Park Ballfield Complex – Operator Lease Agreement

The existing lease agreement for the operation of the Kelley Park Ballfields expires at the end of 2021 and is up for renewal. A Request for Proposals (RFP) was published in the local newspaper (April 3-4, 2021) and on the City's website in accordance with standard procedures. Interested parties had until Friday, May 21, 2021, to submit their response to the RFP. The Parks Department received two (2) proposals in response to the RFP.

An evaluation committee reviewed the proposals and conducted interviews/presentations with the respondents, and recommended to the Parks & Recreation Commission that the city proceed with negotiating a lease agreement with Fort Smith Youth Baseball & Softball, Inc. (FSYB&S) for the operation of the Kelley Park Ballfield Complex. The Parks & Recreation Commission approved this recommendation at its September 8, 2021 meeting. The Board of Directors reviewed this item, including a draft of the agreement, at a Study Session on September 28, 2021.

The attached final version of the agreement is a result of that process. The agreement was presented to the Parks & Recreation Commission at its October 13, 2021 meeting, where the Commission voted to recommend such agreement to the Board of Directors for consideration at its October 19 meeting.

FSYB&S has completed its incorporation process, and is in the process of completing its registration as a 501(c)3 non-profit organization. Upon completion of that process, it will obtain its city business license and be ready to begin operations on the January 1 effective date of the agreement.

A resolution approving and authorizing the mayor to execute a lease agreement with FSYB&S for the Kelley Park Ballfield Complex is included on the October 19 regular meeting agenda.

Please contact me should you have any questions.

LEASE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this _____ day of _____, by and between the City of Fort Smith, Arkansas (hereinafter the "City") and Fort Smith Youth Baseball & Softball, Inc., (an Arkansas not-for-profit corporation hereinafter referred to the "Operator") regarding the City's public park known as the Kelley Ballpark Complex (or "Kelley Park").

WITNESSETH

IN EXCHANGE OF the mutual terms and conditions set forth herein, which are acknowledged by the parties to be sufficient to support the obligations set forth herein, the parties agree as follows:

1. Leased property. The City hereby leases to the Operator for an annual payment of Ten ($10.00) Dollars due on or before January 31st of each year and the Operator hereby takes from the City the right to use, schedule, and operate, under the terms and conditions set forth herein, the hereinafter described tracts of real property located in the Fort Smith District of the County of Sebastian, State of Arkansas and known as "Kelley Park", to wit:

Tract 1

That part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 8 North, Range 32 West, lying west of the right-of-way of the Fort Smith Suburban Railroad (said railroad right-of-way owned by the City of Fort Smith and which right-of-way is not included within the leased premises).

Tract 2

The South 490 feet of the Northeast Quarter (NE ¼) of the Northwest Quarter lying west of an existing railroad right-of-way, Section 22, Township 8 North, Range 32 West of the Fifth Principal Meridian, Fort Smith, Sebastian County, Arkansas, less and except public rights-of-way.

2. Term. This Agreement shall have an initial term of three (3) years effective January 1, 2022 continuing through December 31, 2024. This term may be extended at the City's exclusive option for up to two subsequent one-year terms. If the City chooses not to exercise its option to extend this Agreement, it shall notify the Operator in writing at least sixty (60) days prior to the end of the current term then in effect.

3. Right of use. Except as noted in Section 3.a. of this Agreement, the Operator is hereby authorized to use all eight (8) fields at Kelley Park for practices, games, tournaments, clinics and other events related to the operation of baseball and/or softball programs for the youth in Fort Smith and surrounding communities. However, such authorized use is not exclusive of other agreements that may exist, specifically:

a. The Operator recognizes that a similar use agreement exists between the City of Fort Smith and the Fort Smith Public Schools (the "FSPS") regarding specifically the Ted Skokos Field,