MEMORANDUM

TO: Jeff Dingman, City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Dr. Sara Deuster, Director of Parks and Recreation

DATE: November 23, 2026

SUBJECT: Lease Agreement for Kelley Ballfields Complex

SUMMARY

In accordance with standard procedures, the Parks Department advertised a Request for Proposals for the operation of the Kelley Ballfields Complex on July 5, 2026 and again on July 12, 2026. Fort Smith Youth Baseball and Softball (FSYBS) was the sole respondent to the RFP. FSYBS has leased the Kelley Ballfields Complex from the City since October 2021.

The Parks and Recreation Commission discussed continuing FSYBS's lease for the operation of the Kelley Ballfields Complex during their August 12th meeting. The Parks Commission voted unanimously to recommend to the Board of Directors to enter a lease agreement with FSYBS. Attached is a resolution authorizing the Mayor to execute the attached lease agreement with FSYBS for operation of the Kelley Park Ballfields.

Please contact me should you have any questions or require additional information.

ATTACHMENTS

1. 12D_12-1-27_Item_ID_2971_Resolution.pdf
2. 12-1-26 Item ID 2971 Lease Agreement.pdf

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH FORT SMITH YOUTH BASEBALL AND SOFTBALL, INC. FOR KELLEY BALLFIELDS COMPLEX

WHEREAS, a Request for Proposals seeking interested parties to operate the Kelley Ballpark Complex was published on July 5, 2026 and again on July 12, 2026; and

WHEREAS, Fort Smith Youth Baseball and Softball, Inc. was the sole responding entity and has operated the Kelley Ballpark Complex since October 2021; and

WHEREAS, the Parks and Recreation Commission recommends the Board of Directors approve a lease agreement with Fort Smith Youth Baseball and Softball, Inc. for the operation of the Kelley Ballpark Complex.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas that:

The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a lease agreement, incorporated herein by reference, with Fort Smith Youth Baseball and Softball, Inc. for operation of the Kelley Ballpark Complex.

This Resolution adopted this _____day of December, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO this _____ day of _____ 2026, by and between the City of Fort Smith, Arkansas, hereinafter "CITY" and Fort Smith Youth Baseball & Softball, Inc., hereinafter "Operator", regarding the City's public park known as the Kelley Ballpark Complex (or "Kelley Park").

WITNESSETH

WHEREAS, the CITY is the owner of the real property described in paragraph 1 this Agreement; and

WHEREAS, the parties desire that the subject property continue to be used, in part, for organized public baseball and softball athletic activities supervised by the Operator; and,

WHEREAS, the parties desire to place in writing the terms of their mutual agreement regarding the responsibilities of the parties with regard to the use of the described real and personal properties owned by the City;

NOW, THEREFORE, 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 a term of approximately five (5) years commencing on the 1st day of October 1 2026, and continuing until September 30, 2031. By mutual agreement of the

parties expressed in writing, this Agreement may be extended for an additional five (5) consecutive one (1) year periods.

3. RIGHT OF USE: 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.

    a. The Operator recognizes the importance to the City of making Kelley Park and its amenities available to the public at all times for rental when not scheduled for league or tournament play, activities, practices, or maintenance activities.

4. Obligations of the Operator.

    a. Generally. The Operator agrees to the following obligations or provisions related to Kelley Park:

        1) Manage and maintain the Kelley Park Ballfields Complex in order to accommodate and provide access to youth baseball and/or softball fields for league teams for games, tournaments, practices or related activities.

        2) Operate youth league programs and host youth tournaments for baseball and/or softball that are available to and for public participation and are inclusive to all in the community. The Operator shall allow participation in its recreational park activities on a non-discriminatory basis.

        3) The provisions of this section shall not prevent the Operator from establishing rules and organizing recreational activities according to the ages of the participants in the activities.

        4) Establish reasonable rules whereby non-league teams may schedule use of the Kelley Park fields or amenities (including artificial turfed fields and batting cages) for practices or games. Such rules may include, but are not limited to, scheduling with the Operator, adherence to field use/park rules, payment of a security deposit and/or rental fee, or other rules reasonable for appropriate use and protection of Kelley Park's assets.

        5) The City recognizes that sponsorships and donations are an important part of creating revenue for the operations, maintenance and overall improvement of Kelley Park. The Operator may solicit contributions, sponsorships or donations from any public or private person or entity to offset its operating costs or fund specific improvements.

            A. The Operator may recognize contributions through sponsorship or donor recognition signs, provided such signs must not be so great in number or size as to be obtrusive to the public's enjoyment of Kelley Park. Therefore, the Operator agrees that advertisement of sponsorships or commercial logos on signs in Kelley Park must be limited in both size and number. An overall design concept

must be approved in writing by the City Administrator, or designee, regarding the size, design, location number and scope of sponsorship/advertisement signs.

B. A centrally located sign displaying a list of individuals or business/commercial sponsors is permitted. Such sign may be free-standing or affixed to a structure, and the design and location must be approved in writing by the City Administrator, or designee.

C. Recognition of specific donors by placement of business advertisement logo signs on the outfield fences is permitted upon the approval in writing of size, design, and scope by the City Administrator, or designee. Such signs shall be limited to no more than six (6) per field and all must be uniform in size and materials used. Concepts for windscreens with single or up to four logos may also be considered for approval.

D. Specific large-scale donations may be recognized on scoreboards, structures or other areas of the park upon the approval in writing of the size, design, and scope by the City Administrator, or designee and any designation of facility names shall conform to the City's facility naming policy, if applicable.

E. Advertising or sponsorship agreements may be based on annual or multi-year agreements, but such advertising agreements shall not extend for a term longer than this Lease Agreement. Significant contributions or naming interests as noted in Section 4.a.5.D may extend beyond the term of this Lease Agreement only if the City is a signatory party to a written agreement stating the specific terms and conditions.

6) Tournaments shall be officially sanctioned. The term "officially sanctioned" as utilized herein refers to affiliation with any national or regional program that registers and regulates competitive youth sports activities. Some examples include United States Specialty Sports Association (USSSA), American Legion Baseball, Babe Ruth League Baseball, Little League Baseball, Pony Baseball, Amateur Athletic Union (AAU), USA Softball/ASA, Fastpitch America Softball Association (FASA), Premier Girls Fastpitch (PGF), or any other bona fide youth sports organization that offers access to rules of play, certification of officials, and insurance policies.

7) No steel or metal spikes/cleats may be used on any artificial turf surface at Kelley Park.

b. League Play.

1) The Operator shall provide the comprehensive planning, promotion, organization, administration and coordination of officially sanctioned youth baseball and/or softball leagues open to youth in Fort Smith and the surrounding communities.

2) The Operator shall attempt to reach as many youth participants as possible in

the community and agrees to consider partnership or coordination with any other youth leagues or organizations as appropriate so that all of the community's youth have the opportunity to use the Kelley Park Ballfield Complex.

3) The Operator shall publish and maintain a clear set of bylaws and rules of play that govern league organization and operations. Hard and/or electronic copies of such bylaws and rules shall be provided to the city's Director of Parks & Recreation to maintain for public access, and digital copies shall be posted online via digital media accessed via a specific website and/or social media.

4) Reasonable participation fees may be charged to league participants in order to pay the expenses of league operations. The Operator shall provide a scholarship program to accommodate low income families or participants so that all children have an opportunity to participate in the league(s) presented by the Operator.

5) It is appropriate for the Operator to build league overhead expenses into participation fees charged to league participants. Further, it is appropriate for such league overhead expenses (to include the operation of the scholarship program referenced in Section 4.b.4) of this agreement.

6) No gate/admission fees shall be charged during league play organized through the Operator.

c. Tournament Play. All tournament play at the Kelley Park complex shall be coordinated through the Operator. The Operator agrees to provide the comprehensive scheduling, planning, promotion, organization, administration, coordination and execution of its officially sanctioned youth baseball and/or softball tournaments open to any qualified local or travelling team. In addition to the general obligations and obligations outlined for League Play, the Operator recognizes the following:

1) Reasonable entry fees may be charged to each team entering the tournament in order to pay the expenses of tournament operations and field use.

2) Admission/gate fees may be charged for spectators attending such tournaments.

3) The Operator may, at its discretion, enlist the assistance of a tournament director for the organization and operation of sanctioned baseball or softball tournaments at Kelley Park, and may pay a reasonable fee for such services.

d. Instructional Clinics. The Operator may, on its own or in partnership with any other person or entity, organize and conduct instructional clinics for youth of all ages regarding baseball and softball skills at Kelley Park. Such clinics shall be promoted and available to all youth in the community, whether or not they participate in the leagues or tournaments conducted by the Operator, and reasonable effort shall be made to reduce or eliminate any barriers to participation, such as entry fees or cost.

e. Scheduling and Public Access. The Operator recognizes that Kelley Park is a public park,

and the public will have access to the facilities in the park when the park is not otherwise scheduled for use. However, the Operator may require that any use of any field be scheduled in advance. The Operator is responsible for publishing and maintaining a comprehensive and accurate schedule for each field in the complex.

1) The Operator shall provide a working telephone number and email address for citizens wishing to inquire about utilizing the fields.

2) The Operator shall maintain a schedule of all planned uses for each field, including practices, games, tournaments, and private party reservations.

3) The Operator shall publish a league schedule on the Operator's website. The Operator's business contact information, including telephone number and email address, must be clearly presented onsite at Kelley Park and via digital media so the general public may schedule use.

4) All individual fields on the leased property shall be available for appropriate use by the general public at all times not scheduled by the Operator for league or tournament activities. Any member of the public wishing to use facilities at Kelley Park shall first schedule their use with the Operator.

5) Appropriate uses involve baseball or softball games, team practices, skills clinics or family/group use for baseball, softball or similar activity. The Operator may deny permission to remain on the premises to any person or persons using the facilities inappropriately or in such a way as might cause damage to the facility. Any action to prohibit specific individuals, teams or members of the public from using the facility must be done in coordination with the City Administrator, or designee.

6) The Operator may control access to the entire park and any or all fields by locking the fields when not in use, especially any fields with artificial playing surfaces. The Operator may require a fully refundable deposit from non-league affiliated teams, entities or individuals seeking to schedule use of such fields.

7) Kelley Park is subject to the city's overall rules for availability for public use, including hours of operation. In addition, Operator may control access at all times when no activity/use is scheduled.

f. Maintenance. The Operator is responsible for all grounds maintenance at the Kelley Park Ballpark Complex, including both natural and artificial turf surfaces on all fields and maintenance of all public areas, including:

1) Field Maintenance. Such maintenance includes grooming and maintenance of artificial turf surfaces and fertilizing, weed control, watering, top-dressing, aerating, and overseeding of natural turf surfaces as may be required. Provide all game-day related field preparation, equipment and maintenance required to conduct safe athletic competition on each field.

2) Facility Maintenance. Responsible for the routine repair and maintenance of all fences, buildings, restrooms, batting cages, plumbing fixtures, parking areas, scoreboards, bleachers, spectator areas, scorer's boxes, public area lighting and other onsite amenities. Such required maintenance shall include the appropriate winterization of restrooms, concession stands, irrigation systems, or other such facilities.

3) Public Area Maintenance. The Operator is responsible for mowing, weed-eating, edging, painting and general appearance of a professional complex year-round. This includes regular trash removal and regular cleanliness checks of public restrooms and dugouts at the complex.

4) Tools, Equipment and Supplies. The Operator is responsible for providing all tools, equipment and supplies needed to accomplish the maintenance required in this section.

5) Protection of Assets. The Operator shall maintain the leased properties and the improvements located thereon so as to return same to the City at the end of the leased term in the same or better condition as exist as of the effective date, subject to wear and tear from ordinary use. Specifically, it shall be the obligation of the Operator to maintain the leased premises in conformance with all relevant codes and ordinances of the City, including applicable property maintenance and health codes. Joint inspection of the facilities will be made by the Operator's designee and City representatives at least annually during the term of this agreement. City staff may conduct cursory inspection of facilities at any time throughout the term, and the City will make every effort to notify Operator when such inspections will occur. The City may make emergency access if needed to protect the assets of the park.

g. Concessions.

1) The Operator shall have authority to operate concession stands for all league or tournament games.

2) Operator may make reasonable charges for foodstuffs sold in concession stands. The menu items and prices shall be clearly posted onsite at the facility.

3) The Operator may add equipment to concession stands at its discretion. The Operator may seek sponsorships for concession equipment. The City assumes no responsibility for equipment added by the Operator.

h. Financial Reporting. The City requires that the Operator conduct all activities at Kelley Park in an open and transparent manner. To that end, Operator agrees that:

1) The Operator shall make available upon request by the City Administrator, or designee, a complete set of financial statements for the preceding calendar year. The financial statements shall identify and certify:

A. Revenues and expenses related to the promotion, administration and operation of youth baseball and/or softball leagues or clinics during the preceding calendar year, including a summary of participation demographics such as the number of youth participants, number of league teams, and other relevant data.

B. Revenues and expenses related to the promotion, administration and operation of youth baseball and/or softball tournaments during the preceding calendar year, including a summary of the number of all tournaments scheduled, the number of teams participating, and the direct revenue generated from tournament entry fees and spectator/gate revenues.

C. A report of the Operator's direct expenses related to maintenance or improvements to the leased premises during the preceding calendar year; and

D. Revenues and expenses related to the operation of concession stands during league and tournament play during the preceding calendar year; and

E. A status report of capital projects or improvements accomplished or started within the preceding calendar year; and

F. Any other financial information relevant to the operation of the facility.

G. No more than a quarter of annual net income shall be rolled into a following year's operating budget, and net income in excess of that amount remaining at the conclusion of any calendar year shall be maintained for reinvestment in or improvements to the Kelley Park Ballfield Complex.

5. Obligations of the City.

    a. The City shall provide public utilities (water, sanitary sewer and electricity) for use of the park by the Operator and the general public.

    b. Insurance. The City shall maintain fire, storm and other casualty insurance on the improvements located on the leased premises in minimum amounts set forth in the schedule attached as Exhibit "A" to this Lease Agreement. Such insurance will cover the specified publicly owned facilities and structures on the property and may include publicly owned contents of such structures. All insurance proceeds shall be utilized to repair or replace damaged improvements, unless a different use for the proceeds is designated, in sole discretion of the City Administrator.

6. Additional Improvements.

    a. The City may initiate or advance public improvements to the facility. The City agrees to coordinate with the Operator in the planning and scheduling of any such improvement so that construction has minimal impact to the Operator's scheduled activities.

b. The Operator shall have the right to construct additional improvements or to remodel or rehabilitate the current improvements only after first obtaining the written approval of the City Administrator. Such construction activities shall conform to all applicable procurement policies, construction codes, building codes and development regulations and be conducted in such a manner as to minimize the impact of the public's use of the park.

c. All structures built upon the leased premises, and any fixtures or permanent improvements thereto, shall become a part of the leased premises and therefore the public property of the City of Fort Smith, regardless of how such improvements or structures were funded.

d. The City may provide assistance with significant maintenance or infrastructure repair items that affect the access, health or welfare of the general public using the park. The City's activity may be initiated by City staff or upon the request of the Operator. Any City participation in maintenance or repair activity requested by the Operator shall first be authorized by the City Administrator, or designee (or by the City's Board of Directors if such expense is in excess of the City Administrator's authority).

7. Personal Property. The Operator shall have the right to limit access to and control use of the personal property and equipment owned by the Operator and stored in the structures located on the leased property. The City of Fort Smith does not assume responsibility for personal property stored or kept in the buildings or structures on the property and will not insure such private property contents of buildings or structures on the property. All personal property and equipment of the Operator shall remain the personal property of the Operator and shall be removed from the leased property within seven (7) days of any termination of this Lease Agreement.

8. Indemnification. The Operator shall indemnify and hold the City, its officers, employees, and agents, harmless from all claims, liens, actions, and judgments, including reasonable legal fees and costs incurred with reference thereto, arising from the activities of the Operator under this Lease Agreement.

9. Insurance. The Operator shall at all times during the term of this Lease Agreement maintain in full force and effect a general liability insurance policy with aggregate coverage up to a minimum of Two Million ($2,000,000) dollars, with the City included as a named insured. Operator agrees to provide the City with a Certificate of Insurance as evidence that such a policy is in effect.

10. Park Rules. The leased property shall be subject to the park rules of the City of Fort Smith as codified in Article Ill of Chapter 18 of the Fort Smith Municipal Code. The City reserves the right to adopt and implement additional park rules and regulations at any time during the term of this Lease Agreement.

11. It is acknowledged by the Operator that all employees, agents, contractors and volunteers of the Operator are not employees or agents of the City.

12. Notice. Any notice required or permitted to be given pursuant to this Lease Agreement shall be provided to the other property at the addresses indicated:

    a. City of Fort Smith
       Office of City Administrator
       PO Box 1908
       Fort Smith, Arkansas 72902

    b. Fort Smith Youth Baseball & Softball, Inc.
       PO Box 11191
       Fort Smith, Arkansas 72917

13. Disputes. Either party to this Lease Agreement may provide written notice to the other at the addresses indicated herein that the party deems the other party to the Lease Agreement to be in violation or default of the Lease Agreement.

    a. The notice shall specify the nature of the alleged violation or default and the corresponding provision in this Lease Agreement. The other party shall respond in writing regarding the allegations of violation within seven (7) days. If the alleged violations have been cured, the response shall so note. If either party still contends that the issue is not resolved that party shall coordinate a meeting of the parties (at a location within the City of Fort Smith and within a reasonable amount of time and affording the other party reasonable time to prepare) at which representatives of the parties shall discuss the alleged violation.

    b. In the event the meeting of the parties pursuant to sub-paragraph a. above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final determination that any party is in violation of this Lease Agreement, the other party shall have the right to terminate this Agreement on seven (7) days' notice.

    c. In the event the City determines that the Operator has caused or permitted any condition on the leased premises constitutes an immediate hazard to the public, the City shall have the right to take immediate action to correct said condition. In that situation, the City shall notify the representative of the Operator identified herein by telephone, email, text message, facsimile or other method designed to provide the most expedient notice to the Operator. If the Operator does not subsequently agree to pay the expense of such curative action, the City has the right under this Lease Agreement to petition a court of competent jurisdiction to declare the rights of the parties. If such judicial process declares with finality that the expense was the obligation of the Operator under this Lease Agreement, the Operator shall immediately pay the expense to the City. Any failure of the Operator to comply with the provisions of this section shall be a basis for the City to terminate this Lease Agreement on seven (7) days' notice.

14. COUNTERPARTS AND ELECTRONIC SIGNATURES**:** This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall

constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

THIS AGREEMENT EXECUTED as of the date first set forth above by the Mayor and the City Clerk of the City of Fort Smith pursuant to Resolution No. _____ of the Fort Smith Board of Directors and the President and Secretary of Fort Smith Youth Baseball & Softball, Inc. as a duly authorized representative.

CITY OF FORT SMITH, ARKANSAS

By:_____
Mayor

ATTEST:

By:_____
City Clerk

Fort Smith Youth Baseball & Softball, Inc.:

By:_____
President

ATTEST:

By:_____
Secretary

Exhibit A

Kelley Park Ballfields Schedule of Insured Assets

Unit	Name	Total Insured Value
89	KELLEY PARK-KELLEY FIELD STORAGE	$ 41,602.73
90	KELLEY PARK-KELLEY FIELD 2 STORY PRESS ROOM	$ 37,422.00
95	KELLEY PARK-HIGGINS FIELD (RENAME-SCOREBOARD)	$ 175,278.19
98	KELLEY PARK-SKOKOS FIELD	$ 227,013.03
99	KELLEY PARK-SKOKOLS FIELD LIGHTS 8	$ 82,724.45
100	KELLEY PARK-SKOKOS FIELD RESTROOM	$ 106,585.43
101	KELLEY PARK-SKOKOS FIELD PRESSBOX	$ 43,624.00
104	KELLEY PARK-FLOCK FIELD SCORER BOOTH	$ 21,949.00
107	KELLEY PARK-HERNREICH FIELD BLDB -CONCESSION STAND	$ 406,825.00
110	KELLEY PARK-HERNREICH SCORER BOOTH	$ 23,004.00
111	KELLEY PARK-BALLMAN MAIN CONCESSION	$ 195,137.00
112	KELLEY PARK-HERNREICH CONCESSION	$ 244,170.77
115	KELLEY PARK-OLD CONCESSION REYNOLDS	$ 451,750.00
120	KELLEY PARK-RETAINING WALL/OUTFIELD - FLOCK	$ 73,500.00
121	KELLEY PARK-RESTROOMS-REYNOLDS	$ 156,477.60
122	KELLEY PARK-BUILDING ITEMS & SITE	$ 70,665.21
103-I	KELLEY PARK - FLOCK FIELD - RESTROOM	$ 93,692.00
111-C	RESTROOM SHIRLEY GILBERT MEMORIAL - ADJACENT TO BALLMAN CONCESSION STAND	$ 138,107.00