



**BOYS & GIRLS CLUBS  
OF AMERICA**

# FORT SMITH BOYS & GIRLS CLUBS

Administrative Office • 4905 North O Street • Fort Smith, Arkansas 72904 • (479) 782-7093 • www.fsbgc.org

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*President*

Sam T. Sicard  
*1st Vice President/Treasurer*

Roger Meek, Jr.  
*2nd Vice President*

Lyn Caselman  
*Secretary*

March 4, 2021

Michael Beaumont  
Athletic Director  
Fort Smith Public Schools

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Dear Coach Beaumont,

Please know the Fort Smith Boys & Girls Club understands the Southside High School softball program is no longer practicing or playing games at the Evans Boys & Girls Club as (Feb. 1, 2021).

The Fort Smith Public Schools will continue using Hunts Park and Forsgren Field for Northside High baseball and Southside High baseball. Our lease agreement has been revised to include this information.

Feel free to contact my office if you need any additional information.

**EXECUTIVE DIRECTOR**

Jerry Glidewell

Sincerely,

Jerry Glidewell  
Executive Director  
Fort Smith Boys & Girls Clubs  
office: 479-7093

**FOUNDATION TRUSTEES**

Sam T. Sicard  
Joe D. Powers  
Robert A. Young, III

**HONORARY LIFE MEMBERS**

Bob Mendenhall  
Robert E. Miller

**FACILITIES**

**JEFFREY UNIT**  
4905 North O Street  
782-8126

**EVANS UNIT**  
6015 Boys Club Lane  
646-9519

**STEPHENS UNIT**  
3101 North 6th Street  
782-6392

**GOLDTRAP UNIT**  
8800 South Dallas  
452-5779

**HUNTS PARK**  
3000 Dodson Avenue

**CELEBRATING**

**93**

years of service

**GREAT FUTURES START HERE.**





# Memorandum

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**TO:** Parks Commission  
**FROM:** Parks Staff  
**DATE:** February 4, 2021  
**SUBJECT:** Lease with Fort Smith Public Schools of Skokos Field at Kelley Park Ballfields

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Following the installation of the artificial turf at the Kelley Park Ballfields, the Southside High School Girls Softball Team began utilizing Skokos Field for their practices. During such time, the City has been working with Fort Smith Public Schools and the Fort Smith Church Baseball League to prepare a lease agreement that will allow the continued use of this field for both practices and games. Attached for your review and comments is the proposed lease agreement with FSPS. Below is a summary of main components of the lease:

- FSPS will coordinate their use of the field with the Fort Smith Church Baseball League.
- FSPS will be allowed to collect and retain gate fees during their scheduled games.
- The Church League will operate the concessions during games. However, should they elect not to operate during a game, FSPS will be allowed to operate the concessions.
- In addition to the standard \$10.00 lease payment, FSPS will make an annual payment of \$5,000.00 to the City that will be restricted for the sole purpose of replacing the artificial turf at one or more of the artificial turf fields.
- FSPS will maintain Skokos Field in addition to utilizing their own “groomer” to service and maintain the artificial turf on all four (4) fields.
- The initial term of the lease is for one year, with an option to extend the lease for an additional five years, through 2026.

The proposed lease agreement is alignment with the following of the Future Fort Smith Comprehensive Plan: PFS-5 (Improve the health and well-being of Fort Smith residents); PFS-5.2 (Partner with the Fort Smith School District and independent schools to increase educational programming and recreation in parks and open spaces throughout the City); and NCR-1.2 (Promote and establish regional support for Fort Smith Parks and Recreation through agreements, user fees, programs, and grant applications).

If you have any questions or need further explanation, please feel free to contact our office

## LEASE AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of February, 2021, by and between the City of Fort Smith, Arkansas, hereinafter “City,” and the Fort Smith School District, hereinafter “District.”

### WITNESSETH

WHEREAS, the City is the owner of the real property described in paragraph 1 of this Agreement having received ownership of the subject property by gift from Leigh Kelley and Fay Kelley for the use of the subject property as a “public park”; and,

WHEREAS, the described real property is leased to the Fort Smith Church Baseball League, Inc. through the date of December 31, 2021 by a Lease Agreement dated November 17, 2011; and,

WHEREAS, the term “Ted Skokos Field” as used herein shall refer to athletic facilities so known and located as shown on the attached Exhibit “A;” and,

WHEREAS, with the consent of the Fort Smith Church Baseball League, Inc. as to the period of time ending on December 31, 2021, the parties enter into this Lease Agreement to provide for the non-exclusive use for public youth athletic activities (specifically softball) of the Ted Skokos Field by the Southside High School Girls’ Softball program.

### 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 District and the District hereby takes from the City, the non-exclusive right of use by the District of the softball facilities known as the “Ted Skokos Field” as shown on the attached Exhibit “A,” and located in the Southeast Quarter of the Northwest Quarter of Section 22, Township 8 North, Range 32 West in the Fort Smith District of the County of Sebastian, State of Arkansas.

2. Term. Unless terminated by the City in its discretion by notice to the District on or before December 31, 2021, this Agreement shall have a term running through calendar year 2021 plus a term of five (5) additional years ending on December 31, 2026. In its discretion the City may terminate this Lease on or before December 31, 2021, for the purpose of consolidating use of the Ted Skokos Field in a lease agreement providing for the public park use of the entirety of the Kelley Park Ballfields (KPBF).

3. Non-exclusive right of use extended by this Lease.

a. The District is hereby authorized to use the Ted Skokos Field facilities for softball practices, varsity games, and junior varsity games of the Southside High School Softball program on a non-exclusive basis pursuant to a schedule coordinated with the Fort Smith Church Baseball League, Inc. The right of use extended to the District shall be dominant in the months of January, November, and December of 2021 but shall be subject to coordination with the Fort Smith Church Baseball League, Inc. in other months of 2021. The City may determine priority of use for periods of time subsequent to 2021.

b. During 2021, the District shall be entitled to collect and retain as its own revenue the gate fees for varsity or junior varsity games conducted by the District. During 2021,

the Fort Smith Church Baseball League, Inc. shall have the right to operate the concession stand located at Ted Skokos Field even during Southside varsity or junior varsity softball games; however, during any time period in which the Fort Smith Church Baseball League chooses to not operate the concession stand at Ted Skokos Field, the District may operate the concession stand.

4. Consideration provided by District.

a. The District shall make an annual payment in the amount of \$10.00 to the City on or before the 31<sup>st</sup> day of January of each year of the term of this Lease.

b. The District shall service and maintain the Ted Skokos Field facilities including, without limitation, the mowing, fertilizing, top-dressing and overseeding of the outfield grass.

c. The District shall periodically utilize its “groomer” to service and maintain the artificial turf at Ted Skokos Field and on the three other fields with artificial playing surfaces at KPBF in a fashion which cleans debris from the turf and aerates the rubber pellets which stabilize the artificial turf fibers.

d. The District shall pay to the City on an annual basis, the sum of \$5,000.00 (generally one-half of one-tenth of the replacement cost of the artificial playing surface at Ted Skokos Field), which sum shall be paid on or before December 31 of each calendar year of the term of this Lease. The City agrees to hold the annual payments and use same solely for turf replacement at one or more of the KPBF.

5. Consideration by the City. During the term of this Lease Agreement, the City agrees:

a. to pay or otherwise provide for electric, water, and sanitary sewer utility

services at the KPBF and the Ted Skokos Field; and,

b. To maintain fire, storm and other casualty insurance (but not liability insurance) on the improvements located on the leased premises in minimum amounts set forth in the scheduled attached as Exhibit "A" to this Agreement. Any such insurance policy shall designate the City, the Fort Smith Church Baseball League, Inc., and the District as the insureds under the policy "as their interests may appear." All insurance proceeds shall be utilized to repair or replace damaged improvements, unless a different use for the proceeds is designated, in the City's sole discretion, by the City Administrator of the City.

6. Improvements. Subject to scheduling with the Fort Smith Church Baseball League, Inc. during 2021 and subject to prior written approval by the Fort Smith Parks Director, the District shall have the right to construct additional improvements or to remodel or rehabilitate the current improvements at the Ted Skokos Field at the District's own cost. All construction activities shall be in conformance with the applicable codes. All permanent improvements shall remain with the property at the end of the term of this Lease.

7. Recognition of rights of Fort Smith Church League and donors. The District acknowledges that its right of use granted hereby is non-exclusive and subject to scheduling with the Fort Smith Church Baseball League, Inc. and City as required herein. The District also recognizes the public park use of the donated KPBF real property, including the Ted Skokos Field, and the District acknowledges and accepts as applicable to the District and this Lease Agreement the provisions of paragraphs 5, 6 and 12 of the November 17, 2011 Lease Agreement between the City and the Fort Smith Church Baseball League, Inc. Concerning the Ted Skokos

Field facilities, the District acknowledges and accepts the maintenance obligations set forth in paragraph 8 of the Lease Agreement between the City and the Fort Smith Church Baseball League, Inc.

8. No City employment. It is acknowledged by the District that its employees, agents, and volunteers are not employees or agents of the City.

9. Scheduling and use. The District shall use the leased property solely for the District's scheduled youth activity programs (specifically the Southside High School Girls' Softball program) for the public park benefit of the citizens of the City of Fort Smith. After consultation with the Fort Smith Church Baseball League, the District shall submit a schedule of its planned uses of the Ted Skokos Field facilities to the City's Director of Parks by January 20, 2021. The City and the District recognize that weather and other factors may necessitate changes in the District's submitted schedule. The City may schedule other public uses of the Ted Skokos Field during times not scheduled by the Fort Smith Church Baseball League or the District. The District shall have the right to control use of personal property and equipment owned by the District and stored in the structures located at the Ted Skokos Field. All personal property and equipment of the District shall remain the personal property of the District and shall be removed from the leased property within seven (7) days of any cancellation or termination of this Lease.

10. Future Projects. The Parties agree that future capital improvements at the facility may be needed, and further agree to collaborate in the planning, design, and cost of construction of such improvements by separate agreement at such time as those projects are pursued, to the extent it is appropriate for the District to participate. For example, it is anticipated that the

renovation or addition of the main restroom at the complex will be needed within the term of this agreement, and the District acknowledges its interest in participating in such project in order to provide suitable restrooms, locker room, and changing area for its student-athletes.

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

City of Fort Smith  
Office of City Administrator  
P.O. Box 1908  
Fort Smith, Arkansas 72902

Fort Smith School District  
Attn: Office of Athletic Director  
3205 Jenny Lind  
Fort Smith, Arkansas 72901

12. Disputes. Either party to this Agreement may provide notice to the other, at the addresses indicated in paragraph 11 above, that the party deems the other party to the Agreement to be in violation of the Agreement.

a. The notice shall specify the nature of the alleged violation and the corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the allegations of violation of the Agreement. If the alleged violation has been cured, the response shall so note. If after the exchange of notice of violation and response, either party considers the issue to not be resolved, that party shall notify the other of the date, time and place of a meeting (to be held within the City of Fort Smith and not sooner than seven (7) days from the date of said notice of meeting and not more than fourteen (14) days subsequent to the date of said notice of meeting) at which representatives of the parties shall discuss the



alleged violation and the response thereto.

b. Irrespective of the foregoing, in the event the City determines that any condition on the leased premises constitutes an immediate health hazard to the members of the public, the City shall have the right to immediately take action to correct said condition. In that situation, the City shall notify the District at the address identified in paragraph 11 above, by telephone, facsimile transmission or other method designed to provide the most expedient notice to the Lessee. If the District does not subsequently agree to pay the expense of such curative action, the City has the right under this Agreement to petition a court of competent jurisdiction to declare the rights of the parties and, if it is declared that the expense was the obligation of the District under this Agreement, the District shall immediately pay the expense to the City after exhausting judicial remedies regarding that issue. Any failure of the District to comply with the provisions of this paragraph shall be a basis for the City, in its sole discretion, to terminate this Lease Agreement on seven (7) days notice.

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

This Agreement is 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 Director of Athletics and Student Activities of Fort Smith School District pursuant to resolution adopted by the School Board of the District.

City of Fort Smith, Arkansas

By: \_\_\_\_\_  
Mayor

ATTESTED:

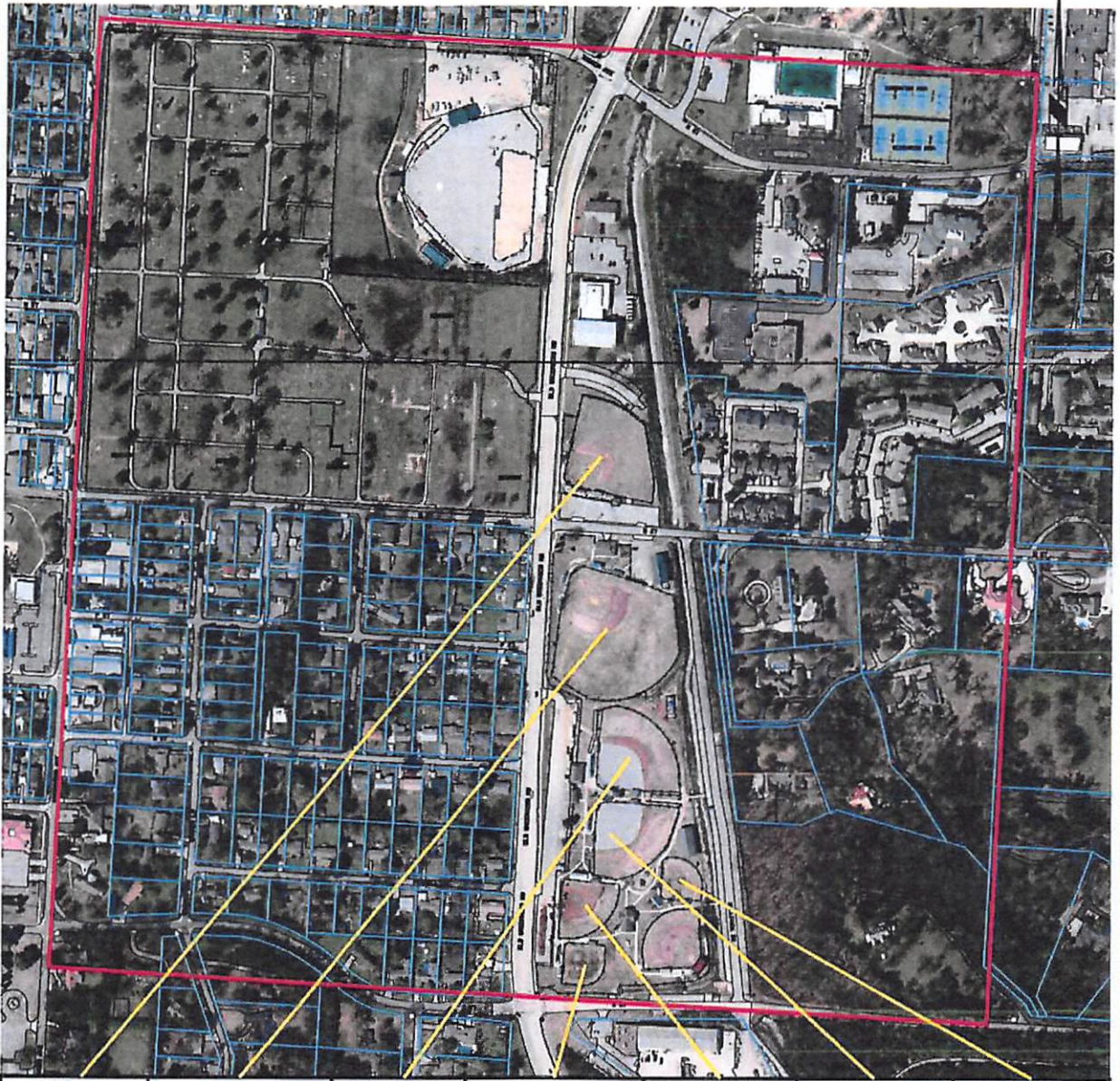
\_\_\_\_\_  
City Clerk

Fort Smith School District

By: \_\_\_\_\_  
Director of Athletics and  
Student Activities

G:\DRAWINGS\MISC\DWG\Canfield\Ballfields -- Fort Smith School District -- Creekmore Park Area.dwg 01/19/21--13:31 RBR BALLFIELDS

### NORTHWEST QUARTER OF SECTION 22, T8N, R32W



LARRY FLOCKS FIELD	GEORGE HERNRIECH FIELD	TED SKOKOS FIELD	ROSS PENDERGRAFT FIELD	BOB KUYKENDAL FIELD	CLARENCE HUGGINS FIELD	DOUG PARKER FIELD
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PROPERTY LOCATION MAP  
KELLY PARK BALLFIELDS  
FORT SMITH, ARKANSAS



Project:	
Date:	JANUARY 2021
Scale:	NONE
Drawn By:	RBR

<b>Item #</b>	<b>City Department</b>	<b>Location Name</b>
219	62010101-527400	Dugouts 2
220	62010101-527400	Equipment
221	62010101-527400	Fencing with Mesh 1000'
222	62010101-527400	Building items and site improvements
223	62010101-527400	Lights 8 poles, 17 fixtures
224	62010101-527400	Bases, home plate, mound rubber
225	62010101-527400	Restrooms 2 hole/Electrical Room (Shelly Gilbert Park Restroom)
226	62010101-527400	Pressbox - scorer booth/Storage
263	62010101-527400	Shade Structure @ Skokos-Higgins