

## Walker, Hugh R

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**From:** Uri Geva <uri@bvbombers.com>  
**Sent:** Sunday, April 28, 2024 10:58 PM  
**To:** Minahan, Matt; Walker, Hugh R; Stafford, Brad  
**Cc:** Chris@bvbombers.com  
**Subject:** ballpark lease

**Notice: EXTERNAL EMAIL! Phishing = #1 threat to Cyber Security. Is this a phishing email? – Look again!**

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Good evening,

I hope everyone had a great weekend.

We are officially providing our intent to renew the lease as outlined in our agreement.

I know it is more than 12 months, but we want to make sure you have it in writing so that we can continue to work towards what the new lease could look like as we invest into new improvements for the facility for this summer and beyond.

Many thanks,  
Uri

# 1. TERM OF AGREEMENT

The initial term of this Agreement shall be December 31, 2025, unless sooner terminated or modified that this Agreement has not been terminated for any reason, it shall renew this Agreement, if it is not in default, for a term of one (1) year on the same

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conditions as shall be agreed upon by the parties. If the City shall provide written notice thereof to the City at least 90 days of the initial term of this Agreement

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**Uri Geva**

Founder / Co-Owner

Cell Phone: [979.412.3698](tel:979.412.3698) | Twitter [@urigeva](https://twitter.com/urigeva)

**Clutch Entertainment Group**

Brazos Valley Bombers

Twin City Toucans FC - Proud Members of USL League 2

2013 National Champions | 7X TCL Champions | 2X Aggie 100 Winners

## Walker, Hugh R

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**From:** Walker, Hugh R  
**Sent:** Saturday, May 18, 2024 3:13 PM  
**To:** 'Uri Geva'  
**Cc:** Kean Register; Joey Dunn; Brad Stafford; Matt Minahan  
**Subject:** RE: ballpark lease

Uri:

This message is in follow-up to your below email notifying the City of Bryan of your intent to renew the lease as outlined in the City of Bryan and Infinity Sports Entertainment, LLC Exclusive Facility Use Agreement. Thank you for initiating the process in a timely manner.

The City and Infinity have a long history with the initial lease dating back to 2006. During that time, the Brazos Valley Bombers have won numerous championships, the Travis Bryan Midtown Park became a reality, and future growth and expansion are expected. The Infinity Agreement, in the form of a lease, was an early effort to generate sports tourism interests in this area, and the Brazos Valley Bombers have made a lasting impact – one the City embraces and wants to see continue.

Per Section 1 (Term of Agreement) of the Agreement, Infinity shall have an exclusive option to renew this Agreement, if it is not in default, for an additional ten (10) year term upon terms and conditions as shall be agreed upon by the parties. To ensure the Bombers continue to be a vital part of Midtown Park, the community, and the region, the City offers the following high level renewal agreement terms:

1. **Term:** approximately three (3) months per year during the Bombers' season
2. **Rent:** Infinity to pay a fee over the three months based on a rate to be determined by market value
3. **Utilities:** to be paid by Infinity during the term of use (i.e., three months)

Other terms and conditions, such as lease fees, maintenance requirements, etc. can be negotiated, if Infinity agrees to the terms listed above. If these terms are not agreeable, the City envisions other options, such as:

- **Request for Proposals (RFP) Process:** If a RFP process is used, Infinity has an opportunity to submit a proposal. The City also could include a clause in the RFP to ensure the facility is available to the Bombers during specific times of the year. The City envisions a RFP resulting in a management agreement similar to the terms currently used by third parties to manage the Travis Park Fields, Legends Event Center, and Phillips Event Center.

- Fully City-Managed Facility: If the City fully manages operations of the facility, organizations – including the Bombers – could lease the facility similar to the way in which third parties manage the Travis Park Fields, Legends Event Center, and Phillips Event Center.

Please let us know by **Friday, June 7, 2024**, whether the high level terms listed above are agreeable to Infinity. If agreeable, we will move into the next phase of determining specific term dates and lease amounts with utilities cost likely being based on actual usage. This phase also will include determining certain responsibilities of the parties during the lease term.

Again, we appreciate the Bombers' presence in Bryan and hope we can continue being the home of the championship caliber Texas Collegiate League team. We look forward to hearing from you.

Sincerely,  
Hugh

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**From:** Uri Geva <uri@bvbombers.com>

**Sent:** Sunday, April 28, 2024 10:58 PM

**To:** Minahan, Matt <MMinahan@bryantx.gov>; Walker, Hugh R <hwalker@bryantx.gov>; Stafford, Brad <bstafford@bryantx.gov>

**Cc:** Chris@bvbombers.com

**Subject:** ballpark lease

Good evening,

I hope everyone had a great weekend.

We are officially providing our intent to renew the lease as outlined in our agreement.

I know it is more than 12 months, but we want to make sure you have it in writing so that we can continue to work towards what the new lease could look like as we invest into new improvements for the facility for this summer and beyond.

Many thanks,  
Uri



**ANDRESEN & ASSOCIATES**

*Delivered Via Electronic Mail:* [hwalker@bryantx.gov](mailto:hwalker@bryantx.gov)

May 24, 2024

Mr. Hugh R. Walker  
Deputy City Manager  
City of Bryan, Texas  
300 South Texas Avenue  
Bryan, Texas 77803

**Re: Infinity Sports Entertainment / Travis Athletic Complex**

Dear Mr. Walker:

I hope all is well with you and the City of Bryan, Texas. Please allow this communication to address the recent communications between yourself and Uri Geva at Infinity Sports Entertainment, LLC (“ISE”) regarding the renewal of a lease for the year-round use of the *Travis Athletic Complex* that has been in place since August 2006 (as amended, the “Lease”). To that end, please be advised that ISE is hereby **withdrawing**, in full, *ab initio*, its intent to renew the Lease that was forwarded by Uri Geva via electronic mail on or about April 28, 2024. ISE will instead rely upon its non-relinquished contractual rights to provide written notice of any intent to renew the Lease by December 31, 2024.

Though any notice of an intent to renew the Lease that may be delivered by ISE on or before December 31, 2024 would automatically trigger an appropriate negotiation period related to ISE’s exclusive option to renew, ISE would welcome the commencement of *informal* discussions related to a mutually-beneficial renewal of the Lease (as has been the past practice of the parties). While any formal response to this communication should be delivered directly to my attention, all other communications between the City of Bryan and ISE can and should proceed as normal.

Regardless of whether the Lease is ultimately renewed, ISE will continue to adhere to the word and spirit of the Lease as it has since its commencement in 2006. ISE naturally assumes, and expects, that the City of Bryan will likewise do the same. To that end, any attempts by the City of Bryan to circumvent, diminish or otherwise unilaterally alter ISE’s contractual rights (e.g., by issuing RFPs related to the use of the *Travis Athletic Complex* prior to the conclusion of ISE’s exclusive option/negotiation period, or otherwise) will be met with a vigorous legal and public relations response. It goes without saying, however, that it is in the very best interests of all parties to conduct themselves with ultimate good faith at all times throughout the entirety of this process.

Please be advised that ISE is necessarily reserving all rights that it has related to the matter(s) addressed herein, and that nothing in this communication is intended or should be construed as waiving any such rights by or on behalf of ISE.

Thank you for your time and attention to this communication. Please do not hesitate to contact me with any questions or comments you may have about any matter(s) addressed herein via email

delivered to [scott@andresenlawfirm.com](mailto:scott@andresenlawfirm.com). You are also welcome to contact me on my cell at (773) 562-9078.

Sincerely,

A handwritten signature in black ink that reads "Scott A. Andresen". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Scott A. Andresen, Esq.  
*On Behalf of Infinity Sports Entertainment*

cc: Infinity Sports Entertainment, LLC  
*Via email to Uri Geva*



July 3, 2024

Infinity Sports Entertainment, LLC.  
c/o Uri Geva, President  
General Manager  
405 Mitchell St.  
Bryan, Texas 77801  
Via CMRRR #70191640000191741733 \_\_\_  
And via email [uri@bvbombers.com](mailto:uri@bvbombers.com)

Scott A. Andresen, Esq.  
Andresen & Associates  
11 E. 3<sup>rd</sup> Street  
East Dundee, Illinois, 60118  
Via CMRRR #70191640000191741771 \_\_\_  
and via email [scott@andresenlawfirm.com](mailto:scott@andresenlawfirm.com)

**Re: Exclusive Facility Use Agreement dated August 23, 2006 (“Agreement”)  
Travis Major Baseball Field at Travis Athletic Complex (“Facility”)**

Mr. Geva,

The City of Bryan, Texas (“City”) is providing you with notice pursuant to Section 20 B. of the Agreement the City is terminating the Agreement for convenience effective December 31, 2024.

The Agreement provides that in the event of termination for convenience, Infinity Sports Entertainment LLC (“Infinity”) may be entitled to a reimbursement of capital improvement costs if they were approved in writing by City prior to installation and paid for by Infinity, less depreciation. The Agreement provides that at the time the improvement is approved, a depreciation schedule will be agreed to by the parties and the amount to be reimbursed will be reduced according to that schedule. There are no costs to be reimbursed.

As you are aware, in the Fourth Amendment to the Agreement, Infinity agreed to reimburse the City for its share of the 2017 improvements, totaling \$278,360. Infinity is permitted to make annual installment payments of twenty-seven thousand two hundred thirty-six dollars (\$27,236) by September 15 of each year through 2025. The 2020 payment was deferred by agreement of the parties in the Fifth Amendment. Pursuant to Section B (ii) of the Fifth Amendment to the Agreement, the 2020 installment is due within thirty (30) days of the date of this notice. The 2024 installment is due by September 15, 2024. The obligation to make the final payment on or before September 15, 2025 shall survive termination of this Agreement.



Please be aware, the City may seek proposals for a management agreement for operation and management of the Facility. While Infinity is welcome to submit a proposal if and when the time comes, any events scheduled from January 1, 2025 onward will need to be cancelled and/or renegotiated with the new manager of the Facility, once the City decides who will fill that role. If you have any questions about this, please feel free to let me know, but we request that any communications include the City Attorney as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Kean Register", with a long horizontal flourish extending to the right.

Kean Register  
City Manager

cc: Hugh R. Walker, Deputy City Manager  
Thomas A. Leeper, City Attorney

## Walker, Hugh R

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**From:** Uri Geva <uri@bvbombers.com>  
**Sent:** Monday, July 15, 2024 10:18 AM  
**To:** Register, Kean  
**Cc:** Walker, Hugh R; chris@bvbombers.com  
**Subject:** Bombers Baseball

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Dear Kean and Hugh,

Our lawyer has received your letter and will have a formal response prepared in the coming days. In the meantime, given that our league requires ballpark details this month for the 2025 season, I would like to gain a clearer understanding of the City of Bryan's goals regarding this matter, especially since this decision was not a public vote by council to terminate the Bombers.

The Bombers have been a cherished part of the Bryan community for nearly two decades. Our team has hosted hundreds of events, donated thousands of dollars to local charities, and showcased the best of Bryan. We have significantly boosted tourism revenue and invested nearly \$1 million into revitalizing a 1947 ballpark that was once in disrepair. Our longstanding partnership with the city is exemplified by our tradition of ringing the bell with mayors for the Salvation Army for 17 years, supporting numerous local charities, and providing countless opportunities for players, coaches, interns, and business owners. All of this has been achieved without imposing management or infrastructure costs on the community. We believe this history of collaboration and community support underscores the importance of honoring our existing agreement and working together to continue the positive impact we've had on Bryan.

In previous communications, you have frequently expressed a desire to keep the Bombers in Bryan. If this remains the goal, it provides a basis for us to begin good faith discussions about the future of the Bombers in Bryan. We respectfully request that you rescind the termination letter for "convenience", which we believe is unwarranted and contrary to the spirit of our agreement. Rescinding the letter would allow us to complete our current contract and facilitate in-person negotiations to discuss future options. Additionally, this would enable us to provide the league with the necessary confirmation for the 2025 season.

**If the City of Bryan is determined to prevent the Bombers from finishing our current lease, which ends in December 2025, please inform us by July 19, 2024, so that we can inform the Texas Collegiate League we will more than likely not be able to play in the 2025 season due to this. Alternatively, if the City of Bryan can confirm the Bombers' abilities to rent the facility for their home games at a reasonable rate (similar to other TCL teams), while retaining the ability to sell concessions during the season and having the abilities to sell annual sponsorship for all signage in the facility (not including naming rights) the Bombers could continue to call Bryan home. We are able and available to meet about these details any time to ensure the Bombers can communicate to the league they have a place to play by the end of this week.**

**Otherwise, a discussion about the compensation the city would owe the team for the significant improvements made to the park along with the damages to canceling the Bombers '25 season would need to arise and we will defer to legal council to handle all of those discussions.**

In a world where commitments are seldom honored, we hold onto the hope that the city staff can stand behind their contractual commitments and the word they gave us eight years ago. We believe that forgoing any future plans for just one more year to ensure promises are kept would not only honor the agreement but also reinforce the trust and goodwill that have been the foundation of our longstanding relationship with the City of Bryan.

We are hopeful that this communication will initiate a productive and mutually beneficial dialogue. Please note that this message is intended to foster open and transparent communication and is not intended to waive any rights the Bombers may have in this matter. All such rights are expressly reserved.

I look forward to your prompt reply.

Thank you,  
Uri

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**Uri Geva**

Founder / Co-Owner

Cell Phone: [979.412.3698](tel:979.412.3698) | Twitter [@urigeva](https://twitter.com/urigeva)

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