

February 26, 2026
Item No. 10.2.
Baseball and Softball Complex

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a Letter of Intent with The Station Baseball, LLC relating to a baseball and softball complex in the Midtown Business Park.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends acceptance of the LOI as a framework for negotiations and authorization to proceed with drafting a formal Economic Development Agreement consistent with the terms outlined herein.

Summary: The City of College Station has been exploring opportunities to expand its sports tourism and recreational offerings to enhance economic development and community amenities. The proposed Baseball & Softball Complex project represents a significant step toward achieving these goals.

The concept involves a partnership with The Station Baseball, LLC (Developer) to create a Sports Resort Park that would include a state-of-the-art Baseball & Softball Complex and complementary hospitality amenities. The Baseball & Softball Complex would feature nine synthetic turf fields, including a championship-level field, designed to host tournaments as well as Brazos Valley Bombers home games. The hospitality component would include cabins, RV spaces, and recreational amenities to support visitors and tournament participants.

Based on the number of tournaments projected, this project could generate substantial economic benefits, including increased tourism, hotel occupancy, and local spending. Preliminary estimates suggest an annual economic impact of approximately \$28 million, driven primarily by tournament activity and visitor spending.

The proposed LOI serves as a framework for negotiations and outlines key terms for a future Chapter 380 Economic Development Agreement. It is important to note that the LOI is non-binding and does not obligate the City or the Developer to proceed until a formal agreement is approved. The LOI provides a basis for evaluating feasibility, defining roles and responsibilities, and establishing performance measures to ensure public benefit.

If approved, the LOI would initiate a process where the Developer submits detailed documentation, including a business plan, financial statements, and an independent market study. This information will allow the City to assess the viability of the project before committing to any formal agreement.

Key Proposed Terms:

Land Incentives

- 63-acre lease for Baseball & Softball Complex Site; option for 10-year extension if performance metrics are met.
- 30-acre sale for hospitality amenities at \$20,000 per acre.

City Financial Incentives

- Up to \$20 million reimbursement for public-purpose improvements (fields, infrastructure, utilities).
- 10-year property tax abatement for Baseball & Softball Complex improvements only.
- Clawbacks for non-performance; no City funds for hospitality site.
- City responsible for off-site utilities and roadway improvements.

Developer Commitments

- Raise \$10–\$20 million in equity and secure financing for \$35–\$50 million total project cost.
- Responsible for cost overruns, operations, maintenance, and long-term capital replacements.
- Maintain a 12-month debt service reserve and ensure no more than \$30 million debt on the Baseball & Softball Complex Site.

Public Access & Community Benefits

- Public access Monday-Friday during evening hours at rates comparable to City facilities.
- City access on available weekends; Developer to provide a 6-12 month rolling calendar of events.
- Construction of public trails, noise buffering, and dark-sky lighting standards.
- Brazos Valley Bombers granted access to Championship Field for home games under a separate use agreement.

Economic Impact

- Developer to host approximately 30 tournaments annually within 3 years.
- Estimated economic impact: \$28 million annually (subject to market conditions).
- Tournament hotel stays required within College Station city limits.

Operations & Facility Management

- Developer responsible for all daily operations, staffing, and maintenance.
- Developer to prioritize tournament programming and maintain high facility standards.
- City retains inspection rights to ensure compliance with maintenance requirements.

Capital Responsibility

- Developer responsible to maintain a capital reserve fund.
- City may contribute to future improvements at its discretion, subject to performance metrics.

Next Steps

- Council consideration of LOI approval as a framework for negotiations.
- Developer to submit required documentation (business plan, financials, etc.) within 30 days.
- Developer to submit required market study (approximately 90 days).
- City to evaluate feasibility and negotiate definitive agreements, including a Chapter 380 Economic Development Agreement.

Budget & Financial Summary: While no funds are expended as part of this Letter of Intent, if the City does move forward with the project as stated, the financial impact would be as follows: \$20 million cash incentive, land incentives, and infrastructure construction to service the site and surrounding property.

Attachments:

1. LOI - Baseball and Softball Complex

BASEBALL AND SOFTBALL COMPLEX LETTER OF INTENT

This Letter of Intent (“LOI”) is entered into, by and between **The Station Baseball, LLC** (“Developer”) and the **City of College Station** (“City”), collectively referred to as the “Parties.”

1. Purpose.

- a. This LOI’s purpose is to outline the Parties’ desire to negotiate in good faith a future agreement for the Developer to design, construct, manage, and operate a Sports Resort Park, which includes:
 - i. **Baseball and Softball Complex Site** including baseball and softball aspects with a minimum of nine (9) fully synthetic turf fields, including one (1) championship level field, on a portion of leased land, and
 - ii. **Hospitality and Amenities Site** including amenities, hospitality accommodations, pool, trails, field house and training facility on a portion of land to be owned by the Developer.
- b. The future agreements must identify the economic benefits to the City, including recreational activities for the public and for the hosting of baseball and softball tournaments benefiting the health and welfare of the residents and promoting economic growth, and must detail the partnership structure, land terms, ownership and maintenance, funding and incentives, public access and community benefits, operations and facility management, long-term capital responsibility, and project name and branding.

Developer shall furnish comprehensive documentation, as specified in **Attachment A**, including but not limited to its business plan, pro forma financial statements, relevant experience, and any additional information reasonably requested by the City for the purpose of evaluating the viability of the proposed project. **Such documentation shall be delivered to the City within thirty (30) days following the execution of this Letter of Intent, to enable the City to make a determination regarding the feasibility of the project.**

Before the City’s determination of feasibility, the Developer shall provide to the City, an independent third-party market study to validate the assumptions used in the proforma and to determine project feasibility. It is anticipated that the market study will be completed in approximately ninety (90) days following the execution of this LOI.

2. Economic Development Agreement.

a. **Economic Development Agreement:** Partnership would be formalized through a Chapter 380 Economic Development Agreement that primarily promotes a public purpose relating to economic development by attracting visitors and promoting tourism to the City. The agreement must include provisions that grants the City sufficient legal control over the leased Baseball and Softball Complex Site to ensure the public purpose is accomplished and the City receives the intended return public benefit. Through the agreement, the City would lease the Baseball and Softball Complex Site and convey the Hospitality & Amenities Site, which shall be owned and controlled by the Developer, subject to the economic development terms of the Chapter 380 Agreement to ensure the public purpose is accomplished and the City receives the return public benefit.

b. Land Incentives.

i. **Total Acreage:** 96 acres.

ii. **Sports Resort Park:** The Sports Resort Park is comprised of the (i) Baseball and Softball Complex Site and (ii) Hospitality and Amenities Site as described herein.

iii. **Baseball and Softball Complex Site:** 63 acres leased to Developer at a nominal rate for the Baseball and Softball Complex Site and public amenities for a period not to exceed 50 years. All improvements on the site shall revert to City ownership at the end of the lease. The Developer shall have the option to extend the ground lease for an additional ten (10)-year term with additional consideration, provided the Developer is not in material default and has met the economic and operational performance parameters established in the definitive agreement, which shall be objective, measurable, and commercially reasonable.

iv. **Hospitality and Amenities Site:** 30 acres at a price of \$20,000 per acre for cabins, RVs, and other customary hospitality, lodging, food and beverage, recreational, entertainment, and ancillary commercial uses that support or complement the Baseball and Softball Complex Site, which must provide the City the intended return public benefit.

c. City Financial Incentives.

i. The City shall commit up to \$20 million cash on a reimbursement basis for baseball and softball complex improvements, infrastructure, onsite utilities and roadway improvements, and public amenities supporting the Baseball and Softball Complex Site only. Reimbursement of these funds will only occur after completion of project milestones furthering a public purpose as outlined in the Economic Development Agreement. The Economic Development Agreement will not violate the Texas Constitution or Texas Law. City Financial Incentives must be spent on and tied to uses that serve a public purpose, and under no circumstances shall City Financial Incentives be applied to any expenses associated with the Hospitality and Amenities

Site. Claw backs to protect the City's cash and land incentives will be established to address terms that are not met or breached by the Developer.

- ii. The City's commitment of \$20 million as described in this LOI is a cash only commitment furthering a public purpose. The City will not agree to incur any debt towards this project or extend its credit in violation of the Texas Constitution or Texas Law.**
- iii.** The City shall be responsible for providing or funding off-site utility extensions and roadway improvements necessary to provide access to and serve the project site.
- iv. Such City commitment is on a reimbursement basis only, after completion of public purposes that further the specific performance measures, milestones and sufficient claw backs if terms are not met or breached.**
- v.** The City shall provide up to a 100% ten-year City property tax abatement for the Baseball and Softball Complex Site improvements only. No tax abatement shall apply to the Hospitality and Amenities Site. To qualify for the abatement, the property must be a qualifying property under the Texas Tax Code, the Developer must meet the specific description of the improvements to be made as determined later, limits on property uses consistent with encouraging development, and provisions for recapturing property tax revenue if the Developer fails to make required improvements and the specific performance requirements outlined in the future Development Agreement and as further detailed in Section 5.b. The Developer will also be required to submit quarterly reports to certify compliance. Failure to meet these performance requirements will result in a proportional reduction in the tax abatement, equal to the percentage of unmet performance obligations.
- vi.** Developer shall ensure no more than \$30 million of debt shall be allocated to the Baseball and Softball Complex Site and any improvements on such site. In no case shall Developer have the right to mortgage the leased land.
- vii.** The City may participate in, but is not committed to, and subject to future agreements, budget availability, and legal authority, funding certain future long-term capital replacements, including field and turf replacement, associated solely with the leased facilities and not with any Developer-owned hospitality or amenities sites. The Parties anticipate that the allocation of responsibility for future capital replacements or improvements may be addressed in greater detail in the definitive agreements based on project performance, public use, and available funding, recognizing that the leased baseball and softball facilities are intended to remain open for public use throughout the life of the project.
- viii.** The commitments in this section are non-binding and while the City intends to negotiate in good-faith, the financial commitments remain subject to negotiation of final agreements and the legislative discretion of the City Council.

3. Developer Funding & Capital Structure.

- a.** Developer to raise approximately \$10-20 million in private equity, including partnerships and investor capital plus commercial lending to achieve approximately \$35-50 million in requisite funding. Developer shall obtain all private financing commitments within sixty (60) days after reaching a general agreement on the terms of a draft Economic Development Agreement.
- b.** Developer to be solely responsible for cost overruns not covered by City-funded items.
- c.** Developer responsible for all operations, maintenance, and ongoing management of the Sports Resort Park.
- d.** Developer to maintain a minimum of 12-months debt service payments in a separate account for the Baseball and Softball Complex Site.
- e.** To protect public funds, any City's leasehold interests and property interests associated with the project shall not be subordinate to third-party liens or security interests.

4. Public Access & Community Benefits.

- a.** Developer to provide public access to the Baseball and Softball Complex Site Monday–Friday during designated hours at rates that do not exceed those at comparable City facilities and agreed to by the City Council. Developer cannot restrict users, unless agreed to by the City.
- b.** Developer to provide the City access to the Baseball and Softball Complex Site on weekends when the Baseball and Softball Complex Site is not being used by Developer. Developer shall provide City with a 6-12 month rolling calendar detailing the weekends with planned events or tournaments, so the City has at least sufficient notice for which weekends are available.
- c.** Developer shall, to the extent reasonably feasible and consistent with the approved project design, build and maintain public trails, down-lighting, noise-buffering landscaping, and community-benefit improvements to integrate, protect and safeguard the surrounding area and neighborhoods from noise and lighting from the Sports Resort Park.
- d.** Developer to maintain limited noise pollution standards, environmental buffers, and dark-sky-friendly lighting.
- e.** Developer to construct additional trails to connect to the existing City trail network (final distance to be determined).

5. Brazos Valley Bombers Use of Championship Field.

- a.** As part of the City's support for the project, Developer shall provide the Brazos Valley Bombers with access to the Championship Field and related amenities for the purpose of hosting their regularly scheduled home games pursuant to mutually agreed dates, times, and operating terms established in advance.
- b.** The general terms of a use agreement governing such access shall be incorporated into a use agreement and/or Lease Agreement. The use agreement may be structured as a tri-party agreement among the City, Developer, and Brazos Valley Bombers, or as a separate agreement between the Developer and Brazos Valley Bombers.
- c.** Any Bombers use shall be subject to the overall tournament and event calendar, reasonable facility availability, and customary downtime for maintenance and repairs. While Developer will prioritize the Bombers' use of the Championship Field during their regular season home games, the Bombers shall have no exclusive rights to the Sports Resort Park, and Developer shall retain the right to schedule other tournaments, events, and permitted uses of the facilities.

6. Baseball and Softball Complex Site Design.

- a.** The Parties shall collaborate on the general design of the Baseball and Softball Complex Site, generally consistent with the concept shown in **Attachment B**, as may be updated in the future Economic Development Agreement.
- b.** City approval shall be required for all major improvements to the Baseball and Softball Complex Site, and such approval shall not be unreasonably withheld. Major improvements include, but are not limited to, fields, buildings, parking areas, access drives, and other comparable improvements.

7. Operations & Facility Management.

- a.** Developer is responsible for all daily operations, including maintenance and any repairs, staffing, utilities, programming, scheduling, safety, and security related to the Sports Resort Park.
- b.** Developer shall use commercially reasonable efforts to secure and program tournament play at the Sports Resort Park, recognizing that tournament activity is a primary revenue driver for the project. Developer intends to prioritize hosting tournaments and, within three (3) years of operation, to target approximately thirty (30) tournaments per year hosted by reputable tournament directors or organizations. The Parties acknowledge and expect that the project will generate significant economic benefits for the City and surrounding area. The City has estimated that such economic impact could be up to approximately \$28 million annually; however, the Parties acknowledge that actual results may vary based on market conditions and other factors outside the Developer's control. Specific performance requirements will be included in the forthcoming Development Agreement. Developer

shall require all tournament hotel room blocks or stays to be at hotels located in the city limits of College Station.

8. Long-Term Capital Responsibility.

- a.** Developer is responsible for all long-term capital replacements for the Sports Resort Park, including turf field replacement every 6–8 years. The Parties acknowledge that the Sports Resort Park located on the leased premises serve a public purpose, and the City may through an Economic Development Agreement if specific performance measures are met contribute to future improvement costs. The City retains sole discretion in deciding to financially participate in future capital replacements or improvements. If no City funding is provided, the Developer will bear full responsibility for all long-term capital replacements.
- b.** Developer shall keep the Baseball and Softball Complex in a well-maintained condition. The Baseball and Softball Complex will be subject to inspection by the City to make sure this condition is met.
- c.** Developer shall establish and thereafter maintain a capital replacement reserve program specifically for the capital replacement and improvement items for the baseball and softball fields (the “Field Capital Replacement Account”). Such reserve may be funded through cash reserves, a line of credit, or other commercially reasonable sources of capital, and shall remain under Developer’s control. The funding level of the Field Capital Replacement Account shall be determined in good faith based on commercially reasonable life-cycle assumptions and anticipated timing. The specific funding amounts and timing shall be further identified in the forthcoming agreements.

9. Project Name & Branding.

- a.** Project Name and Branding: City and Developer shall jointly agree to a name for the Baseball and Softball Complex, as well as the general branding. Developer shall have naming rights for the individual fields. The Sports Resort Park name must include “College Station” into the name as to serve as national recognition. In no event shall any name go against the City’s interest or the mission statement of the City.
- b.** Sponsorship Revenue: Developer shall retain all sponsorship revenue associated with the Sports Resort Park, unless otherwise agreed in writing. Any sponsorship rights or revenue sharing related solely to the Bombers’ home-game use of the Championship Field shall be addressed in a separate written agreement with the Bombers, and shall not extend to other tournaments, events, or park-wide sponsorships.

10. Texas Public Information Act. City and Developer acknowledge and agree that the City is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, as hereafter amended, and the Texas Open Meetings Act, Texas Government Code, Chapter 551, as hereafter amended and City shall comply with both Acts. Any release of any information, pursuant to any law including the Texas Public Information Act or the Texas Open Meetings

Act, shared under this LOI or future agreements whether confidential or not, for the avoidance of doubt is not a breach of this LOI or future agreements. Any documents or records requested by a third party and ordered to be released by the Texas Attorney General under applicable provisions of the Texas Public Information Act after submittal by the City to the Texas Attorney General for an opinion on disclosure, will not be considered a breach of this LOI or future agreements by the City; provided, however, the City will, to the extent legally permissible, notify the Developer in writing of such potential disclosure to enable the Developer to seek at their cost submit a brief to the Attorney General, a protective order or otherwise prevent or limit such disclosure.

- 11. Negotiations.** The Parties agree to negotiate in good faith toward a definitive future agreement, using the terms outlined herein as the foundation for further discussions. While this LOI is not legally binding, it reflects a formal commitment to advancing negotiations.
- 12. Expiration & Governing Law.** This LOI shall remain in effect until a formal agreement is approved or until terminated in writing by either Party. This LOI shall be governed by the laws of the State of Texas.

ADOPTED this 26th day of February, 2026.

ATTEST:

APPROVED:

City Secretary

Mayor

The undersigned affirms that they are duly authorized to execute this Letter of Intent on behalf of the Developer and that information provided by the Developer is true and correct.

Signed By: _____ Date: _____

Typed Name: Thomas Rodgers Jr

Title: Representative of South 7's LLC

Company Name: The Station Baseball, LLC

Phone No.: 979-492-5472

Email: thestationbaseball@gmail.com

Address: 4346 Alexis Court, College Station, TX 77845

Federal Tax ID No.: 41-4345000

Attachment A: Required Information

Exhibit A – Introduction/Key Personnel

1. Developer's years in business with a description of Developer's and any partners the Developer may have, including the firm including size, legal name of the entity, location(s), number and nature of the professional staff to be assigned to undertake the Sports Resort Park with a brief resume for each key person and partner.

Exhibit B – Experience

1. Description of experience of the Developer undertaking the Sports Resort Park of similar size and scope.

Exhibit C –Project

1. A narrative description including a pro forma, estimated expenses and funding, of the Developer's business plan for Sports Resort Park, including timeline, estimated value of development, and any other particular components.
2. Clearly distinguish the Developer's duties and responsibilities and those of the City.
3. A site plan or rendering of the proposed Sports Resort Park.

Exhibit D – Financials

1. Explanation of proposed financing sources to complete the Sports Resort Park including official and binding letters of financial stability of the Developer from a reputable financial institution stating that the Sports Resort Park is viable.

Exhibit E – References

1. Reference list, including at least three (3) applicable references for the Developer and any partners. Include name, title and contact information for each reference, as well as a brief description of the specific services provided.

Exhibit F – Conflicts and Disclosures

1. The Developer and any partners must disclose any direct or indirect business interest they or any partners have with the City.
2. The Developer and any partners must disclose any legal or perceived conflicts they or any partners may have with the City.
3. The Developer and any partners must disclose the nature, details and outcome of any litigation or claims they are involved with within the last 10 years, including any claims with the City.

Attachment B: Baseball and Softball Complex Site Concept

For preliminary Letter of Intent purposes only; subject to modification and final approval under the terms of the forthcoming Economic Development Agreement

