

YOLANDA FORD
Chair
CHRIS PRESTON
Vice-Chair
VASHAUNDR A EDWARDS
Director
REGINALD PEARSON
Director
JEFFREY L. BONEY
Director



ANTHONY G. MAROULIS
Director
FLOYD EMERY
Director
ANTHONY SNIPES
Chief Administrative Officer
ALLENA J. PORTIS
Treasurer
E. JOYCE IYAMU
Secretary

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION MEETING AGENDA

Notice is hereby given of a meeting of the Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation to be held on **Monday, October 7, 2019**, at **5:30 p.m.** at: **City Hall, Council Chamber, 2nd Floor**, 1522 Texas Parkway, Missouri City, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. ROLL CALL

2. Consider approving the minutes of the meeting of September 23, 2019.

3. Consider authorizing a contract for credit card processing services.

4. Consider authorizing the contract renewal for golf course maintenance.

5. CLOSED EXECUTIVE SESSION

The Board of Directors may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.

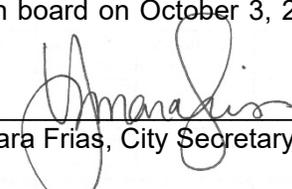
6. **RECONVENE** into Regular Session and consider action, if any, on items discussed in Executive Session.

7. ADJOURN

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending Missouri City Recreation and Leisure Local Government Corporation meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8686.

CERTIFICATION

I certify that a copy of the October 7, 2019, agenda of items to be considered by the Missouri City Recreation and Leisure Local Government Corporation was posted on the City Hall bulletin board on October 3, 2019, at 4:00 p.m.



Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items for consideration by the Missouri City Recreation and Leisure Local Government Corporation was removed by me from the City Hall bulletin board on the ____ day of _____, 2019.

Title: _____

YOLANDA FORD
Chair
CHRIS PRESTON
Vice-Chair
VASHAUNDRA EDWARDS
Director
REGINALD PEARSON
Director
JEFFREY L. BONEY
Director



ANTHONY G. MAROULIS
Director
FLOYD EMERY
Director
ANTHONY J. SNIPES
Chief Administrative Officer
ALLENA PORTIS
Treasurer
E. JOYCE IYAMU
Secretary

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION SEPTEMBER 23, 2019 MEETING MINUTES

The Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation held a meeting on **Monday, September 23, 2019**, at **6:10 p.m.** at City Hall, Council Chamber, 2nd Floor, 1522 Texas Parkway, Missouri City, Texas, to consider the following:

1. ROLL CALL

Chair Ford called the meeting to order at 6:10 p.m.

Those also present: Vice Chair Preston, Directors Edwards, Pearson, Boney, Maroulis and Emery; Chief Administrative Officer Snipes, Treasurer Portis, Secretary Iyamu, Golf Course Manager Stittleburg, City Secretary Jackson, Assistant City Manager Atkinson, Assistant City Manager Martel, Director of Communications Walker, HOA Liaison Matte and Media Specialist III Sanders.

2. Consider approving the minutes of the meeting of August 19, 2019.

Director Pearson moved to approve the minutes of the August 19, 2019 meeting. Director Emery seconded. **MOTION PASSED UNANIMOUSLY.**

3. Consider authorizing the execution of a contract for health insurance benefits.

Golf Course Manager Stittleburg presented on a contract for health insurance benefits. Stittleburg stated the current plan for the Missouri City Recreation and Leisure Local Government Corporation (LGC) was a self-funded plan at a rate of \$686.89 per employee. The renewal proposal was for a 113% increase in premium for the same plan. The insurance broker for the LGC reviewed additional options and found that Blue Cross Blue Shield HSA plan was the one which rates were closest to the current plan with only a 15% increase in premiums and minimal impact on the employees.

Director Emery moved to authorize the execution of a contract for health insurance benefits. Director Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

4. ADJOURN

Without objection, Chair Ford adjourned the meeting at 6:17 p.m.

BY: _____
Yolanda Ford, Chair

ATTEST: _____
E. Joyce Iyamu, Secretary



**MISSOURI CITY RECREATION & LEISURE
LOCAL GOVERNMENT CORPORATION
AGENDA ITEM COVER MEMO**

October 7, 2019

To: Board of Directors
Agenda Item: 3 – Consider authorizing a contract for credit card processing services
Submitted by: Tyson Stittleburg, General Manager

SYNOPSIS

The LGC is in the process of implementing a new software package. This new package will accommodate the consolidation of all credit card processing by one vendor.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Develop a high performing City team

BACKGROUND

The LGC is working to implement a new software package that will update and enhance the Point of Sale (POS) and Customer Relationship Management (CRM) capabilities of the LGC. The new software will allow for the consolidation of all credit card processing to be completed by one vendor. A formal Request for Proposals 19-062 (RFP) was utilized in this process, however the City only received one response from Priority Payments Local Holdings, LLC. After evaluation of the proposal, it was not advantageous to the City to contract with Priority Payments.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
FY2020	571-53519-57-***	Bank Fees	\$71,638	\$71,638	\$65,006

Purchasing Review: Shannon Pleasant, CTPM – Procurement & Risk Manager
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Comparison of estimated fees
2. Fee schedule proposal Elavon
3. Fee schedule proposal Priority Payments

STAFF'S RECOMMENDATION

Staff is recommending an agreement with Elavon to consolidate credit card processing services.

Director Approval: Tyson Stittleburg, General Manager
General Manager/
Assistant City Manager/
City Manager Approval: Anthony Snipes, Chief Administrative Officer

Comparison of Estimated Credit Card Fees

Elavon

<u>Historical Sales Data</u>	Total Sales	Total Transactions	Transaction %	Transaction Fee	Estimated Additional Fees	Total Estimated Fee
	\$2,800,115.00	49007	0.15%	\$0.10	\$55,905	\$65,006

Priority Payments

<u>Historical Sales Data</u>	Total Sales	Total Transactions	Transaction %	Transaction Fee	Estimated Additional Fees	Total Estimated Fee
	\$2,800,115.00	49007	2.75%	\$0.20	\$500	\$87,304

Tyson Stittleburg

From: Cortes Groman, Diana <Diana.CortesGroman@elavon.com>
Sent: Thursday, May 23, 2019 8:43 AM
To: Tyson Stittleburg; Jobi Mathew
Subject: RE: Quail Valley Country Club - CC Processing [ref:_00D708rnV._5000g26sKWG:ref]
Attachments: ChangeofSignerPPWK.pdf; ApplicationQuailValley.pdf

Hi Tyson!

Per our conversation, please find Change of Signer paperwork attached to update Allena Portis as the new signer of the Merchant Account (Please have her sign 2nd page Merchant Application and Agreement Acceptance Box & Page 3 Bank Disclosure). I have also attached the Application for signature for the additional accounts (please have Allena sign and date 4th page).

Your rates:

VS/MC: 0.15% & \$0.11 ---> NEW RATE 0.15% & 0.10

DISC: 0.50 % & 0.11 --->NEW RATE 0.15% & 0.10

AMEX: 0.20% & 0.11---> NEW RATE 0.15% & 0.10 Statement Fee: \$7.50 ---> NEW RATE \$5.00

Please let me know if you have any questions! :)

Thank you,

Diana Cortes | Relationship Manager
ETS | Elavon
20135 Lakeview Center 4th Floor | Ashburn, VA 20147 | USA
571-919-4353 Direct | 703.421.9158 fax | www.etsms.com

CONFIDENTIALITY NOTICE This e-mail message and any attachments are only for the use of the intended recipient and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient, any disclosure, distribution or other use of this e-mail message or attachments is prohibited. If you have received this e-mail message in error, please delete and notify the sender immediately. Thank you

-----Original Message-----

From: Tyson Stittleburg <Tyson.Stittleburg@Missouricitytx.gov>
Sent: Wednesday, May 22, 2019 2:36 PM
To: Cortes Groman, Diana <Diana.CortesGroman@elavon.com>; Jobi Mathew <JMathew@Missouricitytx.gov>
Subject: [EXTERNAL] RE: Quail Valley Country Club - CC Processing [ref:_00D708rnV._5000g26sKWG:ref]

Diana,

I have left you a message and have tried a couple of times to reach you. What is a good time for you?

Tyson Stittleburg, PGA
General Manager
Quail Valley Golf Course & City Centre
2880 La Quinta Dr
Missouri City, TX 77459

EXHIBIT I: COST OF SERVICES FORM

1. Based on the projected volume for a twelve month period, please provide the monthly fee.
2. Please use the attached Merchant Statement (Attachment B) as a sample to calculate your proposed fee.
3. If necessary, each fee can be annotated with comments or additional worksheets on a separate page. Respondents should structure their Cost of Services form as they deem appropriate. The purpose is to have a clear understanding of all fees incurred, including base fees (interchange and assessments), mark-up fees, recurring monthly flat charges and other charges.

Town of Normal Utility Web							
Type of Fees	TRANS	SALES	BASE FEES		MARK-UPS		TOTAL MONTHLY COSTS
			RATE	PER TRANS	RATE	PER TRANS	
VOLUME							
Visa	5,249		2.75				
Visa/MasterCard/Discover	43,758		2.75				
GOLF RETAIL ACCOUNT							
Visa		\$1,395,468.72	2.75				
MasterCard		\$398,018.67	2.75				
Discover		\$76,705.00	2.75				
American Express		\$300,663.43	2.75				
TOTAL		\$2,170,855.82					
E-COM ACCOUNT							
Visa		\$48,642.70	2.75				
MasterCard		\$23,040.73	2.75				
Discover		\$0	2.75				
American Express		\$23,121.23	2.75				
TOTAL		\$94,804.66					
FOOD & BEVERAGE W/TIPPING							
Visa		\$356,319.98	2.75				
MasterCard		\$90,541.99	2.75				
Discover		\$17,805.40	2.75				
American Express		\$56,576.08	2.75				
TOTAL		\$616,048.11					
AUTHORIZATION							
Visa			.20¢				
MasterCard			.20¢				
Discover			.20¢				
American Express			.20¢				
MC Network access/brand usage fee			.20¢				
Visa ACQ Proc fee							
Other: please list individually							
Total Authorization							

FLAT FEES							
Monthly Maintenance							
Online Access Fee				\$5.00			
Statement Fee							
Terminal Fee							
PCI Fees				\$9.95			
Batch Fee				.10¢			
Address Verification Service				.05¢			
Other: please list individually							
TOTAL							
TOTAL MONTHLY FEE							
OTHER FEES (if applicable)							
Chargeback Fee				\$25			
Other: please list individually							
ONE TIME FEES							
Setup Fee							
Terminal Equipment/Supplies							
Computer Programming							
Annual Fee				\$99			
Monthly minimum Fee				\$15			
Other: please list individually							



**MISSOURI CITY RECREATION & LEISURE
LOCAL GOVERNMENT CORPORATION
AGENDA ITEM COVER MEMO**

October 7, 2019

To: Board of Directors
Agenda Item: 4 – Consider authorizing the contract renewal for golf course maintenance
Submitted by: Tyson Stittleburg, General Manager

SYNOPSIS

The LGC currently has an agreement with BrightView Golf for course maintenance services. This current agreement is set to expire December 31, 2019. This proposal is to extend this agreement for an additional twelve months as allowed in the agreement.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Develop a high performing City team

BACKGROUND

The LGC has always contracted out the maintenance services for the golf course. This has allowed the LGC to focus on revenue generating operations and allowed for the outsourcing of many equipment contracts and human resources. The current contract with BrightView was for \$1,212,380 annually. The renewal proposal includes a 2% decrease for a total of \$1,184,380. This scope of services for this agreement is the same with the exception of certain special projects that were completed as part of the current contract.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
FY2020	571-53534-57-571	Contractor Hiring	\$1,175,150	\$1,175,150	\$1,184,380*

*A budget transfer in the amount of \$9,230 will be made from other accounts within the division

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Current agreement with BrightView Golf
2. Renewal proposal from BrightView Golf

STAFF'S RECOMMENDATION

Staff recommends renewing this agreement for one more 12 month term as allowed in the current agreement.

Director Approval: Tyson Stittleburg, General Manager

**General Manager/
Assistant City Manager/
City Manager Approval: Anthony Snipes, Chief Administrative Officer**

CONTRACT
FOR
Golf Course Landscape Maintenance
Local Contract # 18-019

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT MADE, entered into and executed by and between the MISSOURI CITY RECREATION AND LEISURE CORPORATION, a body corporate and politic under the laws of the State of Texas, hereinafter called "MCRLC", and

Bright View Golf Maintenance, Inc.

hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the MCRLC (or Client) and the CONTRACTOR desires to perform the same;

NOW, THEREFORE, the MCRLC and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide the following services:

Provision of grounds maintenance services for two eighteen hole golf courses, green space, and the clubhouse, City Centre at Quail Valley for the period January 1, 2018 through December 31, 2019 with the mutual option to renew for three (3) additional one (1) year terms.

All terms and conditions set forth in the City of Missouri City RFP # 18-019, dated July 26, 2017 and the CONTRACTORS response to same shall apply. Contractor's response is included as Exhibit B, pages 1-20.

The following represents CONTRACTOR provided revisions to the scope following negotiations:

- Remove all lake maintenance operations from the agreement
-Impact: This is part of BrightView Golf Original Proposal and will be removed from scope for full \$35,000 fee reduction.
- Standard bunker sand replenishment only.
-Impact: BrightView Golf included 650 tons of sand to be installed during the Winter/Spring 2017-2018 off season in addition to the standard bunker sand replenishment. This will be removed from our proposal for a \$7,500 fee reduction per year.
- Irrigation/Improvements cap set at \$15,000 annually.
- Impact: This is part of BrightView Golf Original Proposal and does not change fee.
- Additional work to maintain property/fence lines throughout the golf course.

- Impact: BrightView Golf identified an additional cost of \$6,480 per year.
- Additional work to maintain the ivy wall along #15 El Dorado. .
 - Impact: BrightView Golf identified an additional cost of \$1,800 per year.
- Additional work to include maintaining the bunker surrounds to the original design standards and free of runners.
 - Impact: BrightView Golf identified an additional cost of \$35,500 per year.
- Do not include the overseeding of par 3 tee boxes in slow growth months.
 - Impact: This is part of BrightView Golf Original Proposal and will be removed from scope for full \$2,900 fee reduction per year.
- In addition to above, all other offerings from BrightView Golf contained in the Original Proposal remain included.**

and for having provided said services, the MCRLC agrees to pay the CONTRACTOR compensation as stated in the sections to follow. The terms and conditions of this Agreement shall take precedence over all attachments. Any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR are intentionally excluded from this Agreement and will not be enforceable against the MCRLC.

**SECTION II
CHARACTER AND EXTENT OF WORK**

The CONTRACTOR shall provide the services as defined in Section I. The MCRLC shall be under no obligation to pay for any additional services rendered without prior written authorization.

**SECTION III
TIME FOR PERFORMANCE**

The work under this Agreement shall be completed as detailed Section I

The MCRLC reserves the right to terminate this contract at any time during the term of the contract, without cause, with a written thirty (30) days' notice to terminate and pay the contractor for work performed to date.

**SECTION IV
COMPLIANCE AND STANDARDS**

The CONTRACTOR agrees to provide services hereunder in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. The CONTRACTOR shall and does hereby agree to indemnify and hold harmless the MCRLC, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and the CONTRACTOR will, at its cost and expense, defend, pay on behalf of, and protect the MCRLC and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of the CONTRACTOR. The indemnification provision shall survive the expiration or termination of the Agreement.

Force Majeure. Neither the CONTRACTOR, its suppliers nor the MCRLC will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the MCRLC may cancel the services order without penalty.

**SECTION V
THE CONTRACTOR'S COMPENSATION**

For and in consideration of the services rendered by the CONTRACTOR pursuant to this Agreement, the MCRLC shall pay the Contractor a compensation of not exceed one-million, two-hundred twelve thousand, three-hundred eighty thousand and no cents (\$ 1,212,380.00) per annum.

**SECTION VI
TIME OF PAYMENT**

Payment by the MCRLC to the CONTRACTOR shall be made as follows:

The CONTRACTOR shall be provided a purchase order number from the MCRLC and such number shall be referenced on all invoices submitted to the MCRLC.

On or about the first of each month, the CONTRACTOR shall submit, to the appropriate MCRLC staff member, an invoice in a form acceptable to the MCRLC, setting forth the charges for the service provided which were delivered during such billing period, and the compensation which is due for same. The MCRLC contract manager shall review the same and approve it with such modifications, as deemed appropriate. The MCRLC shall pay each invoice as approved by the MCRLC contract manager within thirty (30) days after receipt of a true and correct invoice by the MCRLC. The approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice or of the receipt of or acceptance by the MCRLC of the services covered by such invoice.

Invoices shall be submitted via electronic mail to the following address:

MISSOURI CITY RECREATION AND LEISURE CORPORATION
Accounts Payable Office
1522 Texas Parkway
Missouri City, TX 77489 and
tsittleburg@missouricitytx.gov

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment.

Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act, sets out the required deadlines for payment of the MCRLC'S obligations to its vendors, requirements for vendor's payments to their subcontractors, penalties for failure to comply with the Act and exceptions to the Act.

The Act requires political subdivisions to pay all payments owed not later than thirty (30) days after the goods and services are received, the performance of the service under the contract is completed, or the date the invoice is received, whichever is later. Interest automatically accrues at one percent (1%) per month plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The Act also requires a vendor to pay subcontractors the appropriate share of the vendor's payments from the MCRLC not later than the 10th day after the date the vendor receives the payment.

Subcontractors must pay their suppliers, materialmen and servicemen within ten (10) days of receipt of their payment.

When the MCRLC believes there is an error on the invoice received from a vendor, it has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the MCRLC, the vendor must submit a new invoice and the MCRLC has thirty (30) days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date on which the invoice would have become overdue.

SECTION VII TERMINATION

The MCRLC may terminate this Agreement at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR may terminate this agreement upon thirty (30) days written notice to the MCRLC in the event the MCRLC has failed to pay the CONTRACTOR'S invoices. If the CONTRACTOR has been providing services in accordance with this Agreement, the MCRLC shall pay the CONTRACTOR all amounts due up to the time of termination.

SECTION VIII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

Bright View golf Maintenance, Inc.
24151 Ventura Blvd.
Calabasas, CA 91302
818-223-8500 (office)
818-225-3336 (facsimile)
Gregory A. Pieschala, President
Greg.pieschala@brightview.com

All notices and communications under this Agreement shall be sent to the MCRLC at the following address:

MISSOURI CITY RECREATION AND LEISURE CORPORATION
Attn: Sheila A. Smith, C.P.M.
1522 Texas Parkway
Missouri City, Texas 77489
281-403-8613
ssmith@missouricitytx.gov

**SECTION IX
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, the CONTRACTOR has been advised by the MCRLC and the CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the MCRLC shall have available the amount budgeted by the MCRLC for materials testing to discharge any and all liabilities which may be incurred by the MCRLC pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the MCRLC shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the MCRLC.

**SECTION X
SUCCESSORS AND ASSIGNS**

The MCRLC and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the MCRLC nor the CONTRACTOR shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION XI
MEDIA**

Contact with the news media shall be the sole responsibility of the MCRLC. The CONTRACTOR shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the MCRLC.

**SECTION XII
AUTHORITY OF MCRLC PROJECT MANAGER**

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the MCRLC'S project manager. The MCRLC'S project manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the CONTRACTOR and the decisions of the MCRLC'S project manager in such cases shall be

final and binding on both parties. However, nothing contained herein shall be construed to authorize the MCRLC'S project manager to alter, vary or amend this Agreement.

SECTION XIII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect, except for a subsequent modification in writing signed by both parties hereto.

SECTION XIV FISCAL FUNDING

The MCRLC'S fiscal year is July 1 through June 30.

If this contract extends beyond June 30th, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the MCRLC.

SECTION XV INSURANCE REQUIREMENTS (Where Applicable)

INSURANCE AND HOLD HARMLESS AGREEMENT

The CONTRACTOR shall indemnify and hold the MCRLC harmless from all claims for personal injury, death and/or property damage arising out of or resulting from, directly or indirectly, the CONTRACTOR'S negligent performance of services under this Agreement or by reason of any act or omission on the part of the CONTRACTOR, its officers, directors, servants, agents, employees, representatives, contractors, subcontractors, licensees, successors, or permitted assigns. If any action or proceeding shall be brought by or against the MCRLC in connection with any such liability or claim, the CONTRACTOR, on notice from the MCRLC, shall defend such action or proceedings at CONTRACTOR'S expense, by or through attorneys reasonably satisfactory to the MCRLC. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. The CONTRACTOR shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

A current certificate of liability insurance is required to be submitted to the Purchasing Office before the MCRLC will enter into a contract with the CONTRACTOR. The certificate of insurance shall be an attachment to the contract document. In addition, the MCRLC will not enter into any separate indemnification or hold harmless agreements with the CONTRACTOR.

POLICY REQUIREMENTS

The CONTRACTOR and all subcontractors performing work for the CONTRACTOR under this Agreement shall furnish a completed insurance certificate to the MCRLC prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- (a) Worker's Compensation: Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability with minimum limits of \$1,000,000 each accident and each employee;
- (b) Commercial General Liability: General Liability Coverage with minimum limits of \$1,000,000 each occurrence, \$2,000,000 in aggregate;
- (c) Automobile Liability: Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be \$1,000,000 combined single limit each accident for bodily injury and property damage; and
- (d) Professional Liability (Errors and Omissions): Coverage Amount \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

The MCRLC shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

The CONTRACTOR agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- (a) The CONTRACTOR shall notify the MCRLC of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;
- (b) Provide for an endorsement that the "other insurance" clause or provision shall not apply to the MCRLC where the MCRLC is shown as an additional insured on the policy;
- (c) Provide for notice to the MCRLC at the address shown in this Agreement;
- (d) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the MCRLC, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the MCRLC. The MCRLC must be named or listed on the endorsement; and
- (e) The MCRLC, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the MCRLC. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE MCRLC PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE MCRLC ON OR BEFORE THE DATE OF THIS AGREEMENT.

NOTICES

All notices shall be given to the MCRLC at the following address:

**MISSOURI CITY RECREATION AND LEISURE CORPORATION
Purchasing and Risk Management
Attn: Sheila A. Smith, C.P.M., A.P.P.
1522 Texas Parkway
Missouri City, Texas 77489**

APPROVAL

Approval, disapproval, or failure to act by the MCRLC regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

**SECTION XVI
PROHIBITION ON BOYCOTTING ISRAEL**

Pursuant to Section 2270.002, Texas Government Code, the MCRLC may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By executing the House Bill 89 Verification Form, Exhibit "A," attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

**SECTION XVII
ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST
ORGANIZATIONS PROHIBITED**

Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

**SECTION XVIII
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas, except for the conflict of law provisions, with venue in Fort Bend County, Texas and the CONTRACTOR hereby consents to such jurisdiction and venue.

**SECTION XIX
SEVERABILITY**

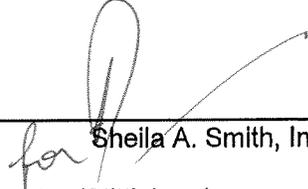
In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**SECTION XX
CONTRACT SIGNATURE SHEET**

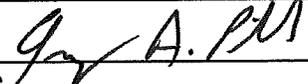
This document and the included exhibit, except for any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR, is the entire Agreement and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the said MCRLC has lawfully caused these presents to be executed by the MCRLC Manager of said MCRLC, and the said CONTRACTOR, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the MISSOURI CITY RECREATION AND LEISURE CORPORATION, Texas on the 5 day of December, 2017.

Reviewed by: 
Sheila A. Smith, Interim Purchasing Manager
Departmental Director (Stittsburg) _____ Date: _____

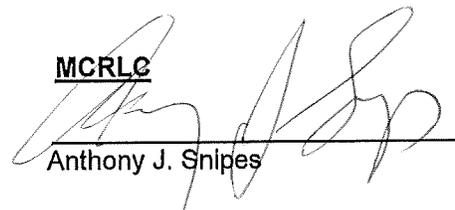
Bright View Golf Maintenance, Inc.

Signature 

Title: Gregory A. Pieschala, President

Date 11/29/2017

MCRLC


Anthony J. Snipes

Chief Administrative Officer

Date 12/5/17

EXHIBIT "A"

I, Gregory A. Pieschala,
being an adult over the age of eighteen (18) years and the undersigned authorized
representative of BrightView Golf Maintenance, Inc
(hereafter referred to as "Company"), do hereby verify that the above-named Company, under
the provisions of Subtitle F, Title 10, Texas Government Code, Chapter 2270:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of this Agreement with the MCRLC of Missouri MCRLC.

Pursuant to Section 2270.001, Texas Government Code, the following term has the following meaning:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Signature Greg A. PM

Date 11/29/2017

STATE OF TEXAS

COUNTY OF _____

§
§
§

This Instrument was acknowledged before me this _____ day of _____, 2017,
by _____.

PLEASE SEE ATTACHED

Notary Public, State of Texas

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On DECEMBER 5, 2017 before me, RONALD CAMMARATA, Notary Public
(insert name and title of the officer)

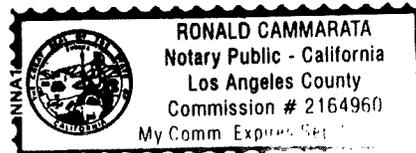
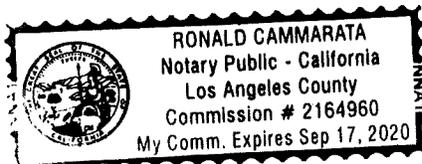
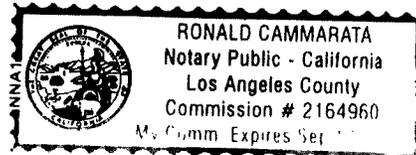
personally appeared GREGORY A. PIESCHAKA
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he she they executed the same in
 his her their authorized capacity , and that by his her their signature on the instrument the
person , or the entity upon behalf of which the person acted, executed the instrument.

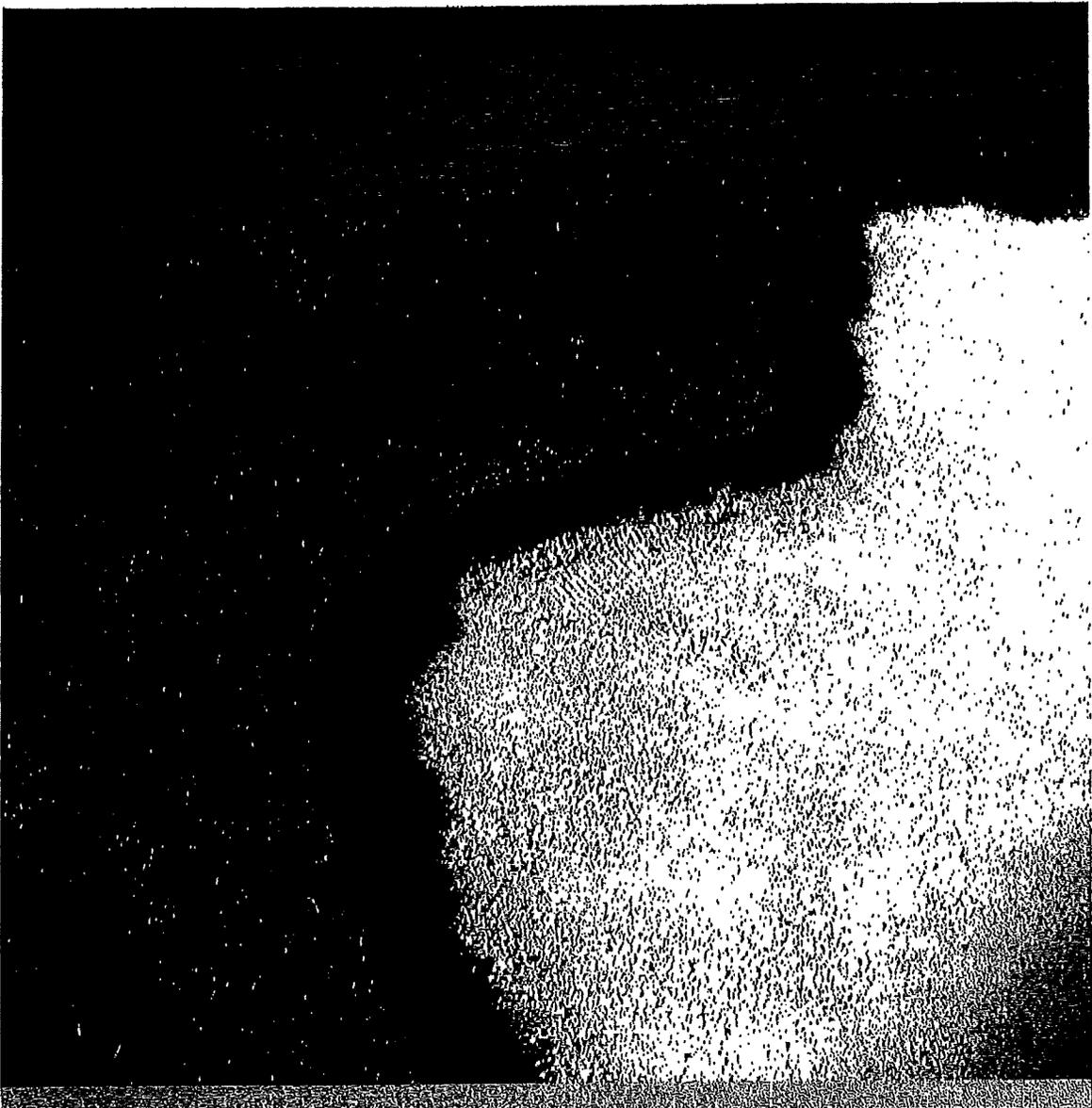
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





Golf Course Maintenance Proposal
presented to

City of Missouri City
Quail Valley Golf Course
RFP #18-019
Grounds Maintenance Services for Golf Course & Related Grounds
July 25, 2017



18-019
Exhibit B pg 1 of 20

Table of Contents

Section 1.	Letter of Introduction	5
Section 2.	Requirements & Specifications	7
	a. Exhibit B	
Section 3.	References & Qualifications	9
	a. Complete list of all courses in US	
	b. List of golf courses in Southeast	
	c. References in Texas and the Southeast	
	d. Bios of leadership	
	e. Organizational chart of BVGM	
Section 4.	Proposed Plan of Work	23
	a. Maintenance Plan	
	b. Operations Calendar	
	c. Staffing Model	
	d. Organizational Chart for Course	
	e. Equipment List	
	f. Communication Plan	
Section 5.	Costs/Fee Proposal	37
	a. Detailed Fee Proposal page	



"The Mens and Ladies Associations as well as our regular groups are all thrilled with the golf course conditions right now."
Dustin McCabe
City of Lake Worth, Facilities Director and Golf Pro

July 25, 2017

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

RE: RFP # 18-019 – Grounds Maintenance Services for Golf Course & Related Grounds

To the Procurement Department:

BrightView Golf Maintenance is pleased to submit this proposal for golf course maintenance services to The City of Missouri City. We have read the RFP and herein express our full understanding of the scope of services required and respectfully submit attached information that illustrates our ability to do so.

BrightView Golf Maintenance is very thankful to have been your partner and a contributing member of the community of Missouri City over the last 9 years as your maintenance service provider at Quail Valley Golf Course. Our employees are all local residents, their children attend school locally and they have established long term relationships with the community as a whole.

Due to our intimate knowledge of both courses and Clubhouse as well as our partnership history on property we have enhanced our services to include the following items within our fee at NO additional cost to City of Missouri City. More specifically these enhancements include:

- Initial installation of approximately 650 tons of new bunker sand on both courses in addition to annual replenishment.
- Increase of irrigation cap to \$15,000 per year vs. contract requirement of \$10,000.
- BrightView will provide a **Renovation Master Plan for the La Quinta Golf Course** by our own Certified Golf Course Architect and Past President of American Society of Golf Course Architects (ASGCA) see attached blo.
- 35% higher intensity aquatic weed management throughout all water bodies within property.
- Total refurbishment/replacement of all course accessories.
- Cool season overseeding of **practice tee and all par 3 tees.**
- Addition or replacement of all primary equipment utilized on routine basis to include state of the art **Hybrid Greens Mowers** (which eliminates hydraulic damage to turf surfaces), dedicated **PTO Fairway Aerifier** and large volume **Material Handler** for ongoing bunker sand replenishment (see attached equipment list for full detail).
- Increased labor for Clubhouse and parking lot areas.
- Drainage projects as outlined below:
 - o #7 La Quinta - Right side of the hole by the cart path about 250 yards out, install new pipe to get water to go under the path.
 - o #12 La Quinta - Right side of the cart path by the property line about 150 yards out, need to run about 600 ft of new pipe.
 - o #15 La Quinta - Right side of the cart path just inside of 150 yards.
 - o #16 La Quinta - Right side of the cart path just short of the green.
 - o #16 El Dorado - Right side of hole outside of the cart path.

We hope that the evaluation committee determines our proposal to be in the best interest of the City of Missouri City and results in an award to continue our long-time relationship with the City, community and Quail Valley Golf Course.

Thank you for your past support and for the opportunity to participate in this proposal process. We stand ready to answer any questions you may have regarding our submittal.

Sincerely,

Gregory A. Pleschala
President
BrightView Golf Maintenance

18-019
Exhibit B
Pg 3 of 20
1. Letter of Introduction | 5



RFP # 18-019
GROUNDS MAINTENANCE SERVICES FOR GOLF COURSE
& RELATED GROUNDS

EXHIBIT B
PROPOSAL FORM

BrightView Golf Maintenance, Inc.
LEGAL NAME OF CONTRACTING COMPANY

Gregory A. Pieschala President
CONTACT PERSON TITLE

818-223-8500 818-225-2336 Greg.Pieschala@brightview.com
TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS

24151 Ventura Blvd., Calabasas, CA 91302
COMPLETE MAILING ADDRESS CITY/STATE ZIP

Greg A. Pieschala Gregory A. Pieschala
AUTHORIZED SIGNATURE PRINTED NAME

SUBMIT THIS FORM AS THE FRONT PAGE OF YOUR PROPOSAL PACKAGE

A. ADDENDUM RECEIPT ACKNOWLEDGMENT

Bidder acknowledges receipt of the following Addenda:

Addendum #1 Dated _____	Received _____
Addendum #2 Dated _____	Received _____
Addendum #3 Dated _____	Received _____
Addendum #4 Dated _____	Received _____

B. LIABILITY AND WORKERS' COMPENSATION INSURANCE CERTIFICATION

By signing this proposal form, I do hereby certify that this firm carries liability coverage and workers compensation insurance coverage that meets the requirements set forth in this solicitation when performing work for the CITY.

Furthermore, I certify that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. I will provide copies of all of these certificates to the CITY during the course of the project for all subcontractors working on the project.

A certificate of liability and workers comp coverage may be required to be submitted to the CITY before a contract will be executed.

C. PROPOSAL OF WORK

Attach your proposal of work that provides references, pricing, deviations from requirements or specifications, and answers or required information submitted in response to the questions herein.

18-019
Exhibit B
Pg 5 of 20



3. References and Qualifications

Expertise You Can Trust

BrightView Golf Maintenance is the industry's leader in golf course maintenance. For over 30 years, we have invested in refining the science, technology and human expertise behind golf course maintenance to establish an operational model that is unlike any other in the industry. Designed to be highly efficient in helping our clients reduce their operating expenses, this powerful business model also helps to effectively maintain and improve course conditions down to every last detail.

About BrightView Golf Maintenance

As the largest provider of golf course maintenance services, BrightView Golf Maintenance has a very good understanding of the day-to-day challenges of maintaining a heavily played municipal golf course, as well as the long-term planning required, assuring continued playability necessary to be a successful operation in a competitive environment.

We focus exclusively on the science, technology and operations of golf course maintenance. Currently serving more than 84 total courses across the country with 33 of them municipal courses, our success has been a result of finding ways to help our clients meet their goals. It's a true partnership where we work together with owners and operators to deliver on what they need to succeed.

We are laser focused on golf course maintenance, which allows us to perform at a higher level on courses we serve than our counterparts in golf management, who are stretched to support all the needs of a club. Specializing in golf course maintenance, we've built our operating model around the most progressive management practices today, but uniquely designed for golf and customized for every course. While we bring a tremendous amount of efficiency to golf maintenance operations, we dedicate equal focus on the finer details that make each course memorable.

Additionally, our clients benefit from frequent on-site interaction with our top experts—PhDs in agronomy, management and operations specialists and seasoned superintendents with experience working at top clubs. They will be engaged with the Area Director and on-site Superintendent weekly as well as in direct communication with club leadership monthly and quarterly. Unique to BrightView, our leaders are financially accountable to client satisfaction and crew safety, and are highly motivated to deliver on our promise to our clients.

BrightView and Financial Wherewithal

In 2014, The Brickman Group and ValleyCrest Landscape Companies combined to form BrightView, a +\$2 billion enterprise with more than 22,000 employees across the United States. As the next-generation landscape services enterprise, we serve a wide range of clients in diverse industries nationwide, with comprehensive capabilities that see them through the life-cycle of their landscapes that includes Design, Development, Maintenance and Enhancement.

While the BrightView name speaks to the brighter views and optimism we offer our clients and our people, it also is a nod to our heritage, and those who contributed to Brickman and ValleyCrest's combined 140 years of success. By carrying the "B" from Brickman and the "V" from ValleyCrest forward in our name, we acknowledge our legacy brands and our history as a dependable, adaptable, and proactive partner to our clients.

Our team specializes in golf course maintenance, but by being backed by an academy landscape company, our clients get the pass-along benefit of support and resources we have access to in purchasing, technology, human resources, safety and finance. We also leverage the streamlined administration systems BrightView has developed over the years. This allows us to bring greater efficiency and a breadth and depth of resources to the courses we maintain and frees up on-site superintendents to spend less time on paperwork and more time on the course.

18-019
Exhibit B
pg 6 of 20

3. Qualifications *Lo*

BrightView's Southeast Golf Courses

COURSE NAME	COURSE ADDRESS	CITY	STATE	ZIP	CLIENT CONTACT	CLIENT TITLE	CLIENT PHONE
Atlantic Beach Country Club	1600 Selva Marina Drive	Atlantic Beach	FL	32233	Spencer Brown	Director of Golf	904-246-3144
Brimmore Hotel Golf Course	1210 Anastasia Avenue	Coral Gables	FL	33134	Bob Connan	Director of Golf	305-445-8086 x2330
Blue Heron Pines Golf Course	28200 S. Jones Loop Road	Punta Gorda	FL	33950	Karen Larson	District Manager	941-637-7803
ChampionsGate	1400 Masters Blvd.	ChampionsGate	FL	33896	Patrick Dill	Director of Golf	831-624-6340
Daytona Beach Golf Course	600 Wilker Blvd.	Daytona Beach	FL	32114	Brian Jaquet	Director of Golf	386-795-2961
Glenview Champions Country Club	13019 County Road 101	The Villages	FL	32162	John Ward	Facilities Manager	352-753-3345
Highland Fairway Golf Course	3222 Highland Fairways Blvd.	Lakeeland	FL	33810	Al Schwab	Club President	863-939-3447
Lake Worth Golf Course	One 7th Avenue North	Lake Worth	FL	33460	Juan Ruiz	Director of Leisure Services	561-985-0361
Marlin County Golf & Country Club	2000 S.E. St. Lucia Blvd.	Stuart	FL	34986	Chandler Doolittle	General Manager	772-260-7980
Nancy Lopez Legacy Country Club	17196 SE 86th Belle Meade Circle	The Villages	FL	32159	John Ward	Facilities Manager	352-753-3345
Oak Harbor Golf Club	4755 South Harbor Drive	Vero Beach	FL	32987	Art Spitzer/ Rich Morgan	[Rich - Golf Coordinator]	772-562-2808
Orehehee Golf Course	7715 Forest Hill Blvd.	West Palm Beach	FL	33413	Mac Hood	General Manager	561-964-4663 x105
Osprey Point Golf Course	12651 Glades Road	Boca Raton	FL	33498	Ben Derauf	General Manager	763-316-2217
Palm Beach National Golf Club	7920 St. Andrews	Lake Worth	FL	33467	Mike Dehlsom	General Manager	561-965-3361
Revere Club Golf Course	2650 Pier Drive	Roseth	FL	33570	Jonathan Lee	Director of Golf	813-513-2668
The Club at Boca Pointe	7144 Boca Pointe Drive	Boca Raton	FL	33433	Helen Karpel	General Manager	561-964-8500
The Villages Chatham	7725 SE 112nd Legacy Lane	The Villages	FL	32162	Eric Van Gender	Dir. of Executive Golf Maintenance	352-753-3396
The Villages Kingsiber & Fairwinds	2948 Buttonwood Run	The Villages	FL	32162	David Williams	Golf Professional	352-504-2196
St. Ives Country Club	1 St. Ives Country Club Drive	Johns Creek	GA	30087	John Gerds	General Manager	678-215-3638

18-019
Exhibit B
pg 7 of 20

Key Personnel Resumes

The following resumes are included for your review. These and the organizational charts presented were developed for your club to provide additional insight regarding how we will bring both on-site and off-site resources to bear for your project. The fact that BrightView has considerable corporate expertise available to Quail Valley Golf Course offers more power for each dollar you spend.

- Mike Harbin, CGCS, Area Director
- Cale Shrock, CGCS, Superintendent
- Terry McGuire, Vice President, Director of National Operations
- B. Todd Bunnell, PhD, Vice President, Agronomy
- Ted Horton, Senior Consulting Superintendent
- Erik Larsen, Business Development Executive
- Gene Leon, Vice President, Business Development and Marketing
- Greg Pieschala, President



Toby "Cale" Shrock

Superintendent

As Superintendent Cale is responsible leading the maintenance team to ensure course standards and operations are maintained and managed consistently according to the BrightView culture and core values. Cale is a seasoned BrightView team member and well versed with BrightView's operating and administrative systems. Cale started with Valleycrest, now BrightView, as an Assistant Superintendent in May 2009, then promoted to Superintendent in Feb 2012.

Education

BS, Agronomy
Stephen F. Austin

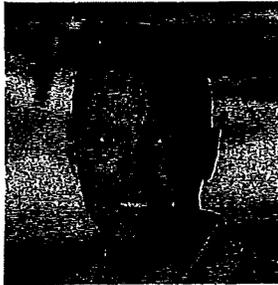
Professional Associations & Awards

GCSAA Member

Additional Professional Experience

- 2009 - Present Superintendent Quall Valley Golf Course, Missouri City, TX
- 2009 Spray technician/Assistant Superintendent Redstone Golf Club, Humble, TX
- 2007 Internship Redstone Golf Club, Humble, TX
- 2000 - 2005 Golf course maintenance, Evergreen Point Golf Course, Baytown, TX

18-019
Exhibit B
Pg 9 of 20
3. Qualifications | KC



B. Todd Bunnell, Ph.D.

Vice President, Agronomy

Dr. Bunnell will be the lead agronomist supporting our team at Green Hill Golf Course. As such, he will be available as needed to support the Superintendent and will be directly involved in the diagnoses and treatment strategy for any emerging turf issues. He will visit the course quarterly to oversee implementation and the fine-tuning of our programs. He will also work with the Superintendent and our team to develop the annual agronomic program each year. Dr. Bunnell developed the agronomic program contained in our proposal.

Professional Experience

As Vice President of Agronomy for BrightView Golf Maintenance, Dr. Bunnell works closely with Superintendents to develop sound and efficient agronomic programs. Specific agronomic programs are developed independently for each property based on science, diagnostic results and client expectations. He also works with fertilizer and chemical manufacturers to ensure the newest and most effective inputs are applied at our customers' properties. Prior to joining BrightView, Dr. Bunnell was employed by SePRO Corporation as the Manager of Turf and Ornamental Research/Golf Market Manager (2004-11). His responsibilities included research, development, and regulatory compliance of SePRO branded turf and ornamental products including plant growth regulators, insecticides, herbicides and fungicides. His tasks also included developmental efforts towards new chemistries and uses in the turf and ornamental market.

Additional Professional Experience

- Clemson University, Clemson, SC, Graduate Research Assistant, (M.S., Ph.D.) 1997-2003. Research projects included determining optimum light quantity for dwarf and fairway bermudagrasses, investigating soil atmosphere effects on bentgrass in the southern transition zone, conducting herbicide evaluation trials, construction and maintenance of USGA-specified bentgrass and bermudagrass greens. He also taught multiple undergraduate level courses/labs in horticulture, soil science, and turfgrass science.
- Clemson University, Walker Course, Clemson, SC, Graduate Assistant, 1999-2003. Duties included daily golf course preparation and operations and discussing various agronomic options available for optimum turfgrass growth and development with golf course superintendent and staff.
- 1996 PGA Championship at the Valhalla Golf Club, Louisville, KY, Undergraduate Internship. Duties included major tournament preparation: mowing greens and fairways, assisted in all aspects of golf course management such as spraying, fertilization, irrigation, sodding, ornamental bed installation and maintenance, tree care, and supervised management of entrance drive and delegated duties to crew workers.

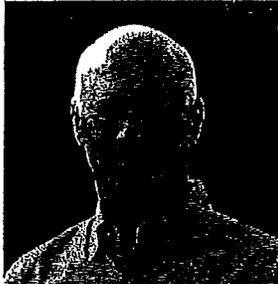
Education

Phd, Plant Physiology
Turfgrass
Clemson University, SC
MS, Horticulture
Turfgrass
Clemson University, SC
BS, Plant and Soil
Science, Turfgrass
University of Kentucky

Professional Associations & Awards

Golf Course
Superintendents
Association, Member
United States Golf
Association, Member
Wade Stackhouse
Graduate Student
Fellowship, Clemson
University, 2002-03
Schlitter Fellowship,
Outstanding Graduate
Student Researcher,
Clemson University,
2001
Golf Course
Superintendents
Association, Watson
Fellow, 2001

18-019
Exhibit B
Pg 10 of 20



Erik Larsen

Business Development Executive, South

Mr. Larsen has a proven track record for developing strong business relationships and successfully completing complex transactions crossing geographic, linguistic and cultural boundaries around the globe. He currently is Business Development Executive, South combining his extensive experience in golf course architecture and land planning to develop sustainable golf communities, with specific focus on liberating and developing pocket neighborhoods and recreational amenities within existing golf facilities

Education

BS, Landscape
Horticulture/Agronomy
North Carolina State
University

Professional Associations & Awards

CLARB certified
Landscape Architect
Board of American Trails
Recreation-Development
of the Urban Land
Institute

Additional Professional Experience

He worked for the Arnold Palmer Design Company from 1983 until 2011, advancing to the position of Executive Vice President.

With almost 30 years of experience he has been honored with numerous awards by his peers and is a past President of the

American Society of Golf Course Architects. His distinguished body of work includes the design and construction of golf courses in nearly 100 communities around the world.

18-019
Exhibit B
Pg 11 of 20



Greg Pieschala

President

Greg provides the resources, support and company culture that allow BrightView's professionals to excel in serving our customers. To that end, he has assembled a team unmatched in the golf maintenance business, and has led the creation of industry-leading support tools, training and operations programs. He deeply believes in the wisdom of BrightView's founder, Burt Sparber, that "If we take care of our customers and our people, everything else will take care of itself."

Education

MBA with Distinction
Harvard Graduate School
of Business

BA, Economics
Stanford University

Professional Associations & Awards

National Golf Course
Owners Association

Golf Course
Superintendents
Association of America

Los Angeles Children's
Chorus, Director and
Treasurer

Huntington Library, Art
Collection and Botanical
Gardens, Overseer

Professional Experience

Greg Pieschala became President of BrightView Golf Maintenance in October 2003 with a mandate to expand the company on the basis of high customer satisfaction and quality. He originally joined BrightView Companies in January 2000 as Executive Vice President where he focused on expanding the corporation's national presence through acquisitions of strong regional companies. Prior to joining BrightView, Greg was a Principal in the Los Angeles office of McKinsey & Company.

18-019

Exhibit B

12 of 20



4. Proposed Plan of Work

The agronomic and labor plan we are proposing for Quail Valley Golf Course is designed to ensure we deliver the specifications set forth by the City while providing you a stable not-to-exceed fixed budget developed through streamlined operations. Our strategy is a custom solution for Quail Valley Golf Course developed from our proprietary operating model designed to provide the highest quality, efficiency and safety while instilling a culture of continuous improvement in each and every member of the team.

The following Proposed Plan of Work, prepared by Dr. Todd Bunnell, PhD, Vice President of Agronomy, and Mike Harbin, CGCS, Area Director, South, is designed to produce and sustain the course quality you and your customers expect. In looking at the below Agronomic Plan, each area of the course, starting with the greens, illustrates the frequencies and specifications along with key recommendations for applications, method, and process of practices that BrightView believes are necessary for the long-term health, sustainability and continuous improvement of your courses.

18-019
Exhibit B
130J 20



Task	Frequency	Method & Specifications	BrightView Notes
Fertilization	<ul style="list-style-type: none"> Weekly 	<ul style="list-style-type: none"> Fertilizer type and rates will be determined from the results of annual soil nutrient level testing and growing conditions at the time of treatment. Dry and foliar programs included. Micro-nutrient program. 10.01 lbs N - 4.85 lbs P2O5 - 12.06 lbs K2O/1000 ft2 will be applied annually, under normal conditions. 	<ul style="list-style-type: none"> Our year-round program is based on plant and soil chemistry. Rates are subject to change based on more current soil testing. Nitrogen program designed to provide adequate growth, color and traffic tolerance without promotion of excessive growth and thatch development.
Weed Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> Greens will be maintained in weed-free condition Will be achieved through post-emergence and pre-emergence chemical applications 	<ul style="list-style-type: none"> Applications of herbicides will be applied to eliminate goosegrass and crabgrass.
Insect and Pest Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> IPM (Integrated Pest Management) program will govern rates and timing of applications. All applicable regulations shall be strictly adhered to and enforced. All required regulatory reporting will be the responsibility of BrightView. 	<ul style="list-style-type: none"> We regularly monitor insect and disease thresholds throughout the season. A robust preventative disease and insect program will be implemented.
Plant Growth Regulator (PGR)	<ul style="list-style-type: none"> 27x/year 	<ul style="list-style-type: none"> A PGR will be applied 	<ul style="list-style-type: none"> Benefits of PGRs include improved turf quality, improved stress tolerance and reduced water use. We are expert in using PGR technology and will use PGRs to improve greens performance and playability.
Wetting Agents	<ul style="list-style-type: none"> Monthly 	<ul style="list-style-type: none"> Wetting agents will be applied monthly to improve the infiltration and uniformity of irrigation applications. Soil nutrient samples 2x/year. 	<ul style="list-style-type: none"> Wetting agents will not only enhance the uniformity and infiltration of water, but they will also improve the efficiency of water use, resulting in lower water use.
BrightView Annual Diagnostic Program	<ul style="list-style-type: none"> Comprehensive soil nutrient, plant tissue, water quality, and putting green physical analyses will be performed yearly to build a prescription-based agronomic plan. 	<ul style="list-style-type: none"> Soil nutrient samples 2x/year Plant tissue analysis 6x/year Water quality samples 2x/year Putting green physical analysis 1x/year Nematode assays as needed Disease/insect identification as needed 	<ul style="list-style-type: none"> Results will be compiled by Superintendent and reviewed collectively with Area Director and Vice President of Agronomy to continue to build and fine-tune the agronomic plan.

18-019
Exhibit B
Pg 14 of 20



3. Fairways

Task	Frequency	Method & Specifications	BrightView Notes
Mowing	<ul style="list-style-type: none"> 2x/week during the growing season 	<ul style="list-style-type: none"> Consistent straight mowing pattern and defined edges. Fairway width maintained to current size. Height of cut = 0.5" - 0.75" based on season. 	<ul style="list-style-type: none"> Divots repaired as necessary to maintain consistency of fairway surface.
Cultural Practices	<ul style="list-style-type: none"> 1x/year - Core aeration/ As needed - Verticut/Scalped As needed - Solid Tire / Slicing/Deep aeration 	<ul style="list-style-type: none"> Aerify in July Solid tire/slicing as required Verticut as indicated by course conditions 	<ul style="list-style-type: none"> Cultural practices may be increased, if soil conditions require, to improve turf quality.
Fertilization	<ul style="list-style-type: none"> 5x/year 	<ul style="list-style-type: none"> Fertilizer type and rates will be determined from the results of annual soil nutrient level testing and growing conditions at the time of treatment. Granular program included 6,000 lbs N - 0 lbs P2O5 - 2.93 lbs K2O/1000 ft2 will be applied annually, under normal conditions Additional spot applications rendered to problem turf areas 	<ul style="list-style-type: none"> Our year-round program is based on plant and soil chemistry. Soil tests will be used to build fertilization program. Rates are subject to change based on agronomic factors. Nitrogen program designed to provide adequate growth, color and traffic tolerance.
Weed Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> Will be maintained to a 85%-90% weed-free condition. Will be achieved through both pre-emergence and post-emergence chemical applications. 	<ul style="list-style-type: none"> Pre-emergence and post-emergence herbicide program is included targeting the following weeds: poa, crabgrass, goosegrass, nutsedge, and several broadleaf weeds. Multiple herbicide modes of action will be used for resistance management.
Insect and Pest Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> IPM (Integrated Pest Management) program will govern rates and timing of applications. All applicable regulations shall be strictly adhered to and enforced. All required regulatory reporting will be the responsibility of BrightView. 	<ul style="list-style-type: none"> We regularly monitor insect and disease thresholds throughout the season. Preventative applications will be made to control grubs and other turf-feeding insects. Preventative applications will be made to control ants.
PGR	<ul style="list-style-type: none"> 7x/year 	<ul style="list-style-type: none"> A PGR will be applied in spring and summer on both bermudagrass and ryegrass. 	<ul style="list-style-type: none"> Benefits of PGRs include improved turf quality, improved stress tolerance and reduced water use. We are expert in using PGR technology and will use PGRs to improve turf quality and playability. Foliar Nitrogen and Iron will be applied in combination with PGR applications to supplement granular fertilizer program. This will greatly improve turf color and density.
BrightView Annual Diagnostic Program	<ul style="list-style-type: none"> Comprehensive soil nutrient, plant tissue, and water quality analyses will be performed yearly to build a prescription-based agronomic plan. 	<ul style="list-style-type: none"> Soil nutrient samples 2x/year. Water quality samples 2x/year. Disease/insect identification as needed. 	<ul style="list-style-type: none"> Results will be compiled by Superintendent and reviewed collectively with Area Director and Director of Agronomy to continue to build and fine-tune the agronomic plan.

18-019
Exhibit B
Pg 15 of 20



6. Irrigation

Irrigation performance and delivery will be monitored daily to ensure adequate water is being applied for healthy turfgrass growth and firm playing conditions. Rain gauges and soil TDR meters will be used extensively to identify wet and/or dry areas. Hand watering will be used when needed to deliver additional water to dry areas without the use of overhead irrigation.

Task	Frequency	Method & Specifications	BrightView Notes
Scheduling	• Daily	• Use of automatic irrigation system.	• Daily adjustments to ensure optimal effectiveness of irrigation across golf course.
Repairs	• As needed	• Leaks repaired within 24 hours. • Club approval prior to taking system down for longer than 48 hours.	• Responsible for all operation repairs and maintenance for system. • Capital improvement or replacement for system responsibility of Club and requires prior written authorization.
Irrigation Audit	• Annually	• Check pressure, plugged nozzles, are adjustment, rotation and proper central irrigation water management program.	• We partner with other clients to define best practices, establish benchmarks and educate the public about water-use efficiency.

7. Equipment Maintenance and Repair

BrightView utilizes the fleet maintenance system "My Turf." This program automatically alerts when maintenance is due, automates tasks and parts list for each preventive maintenance event and archive a full record of all parts and labor costs per equipment.

8. Cart Path and Traffic Control

Task	Frequency	Method & Specifications	BrightView Notes
Edging	• Every 6 weeks or as needed	• Maintain neat appearance • Remove clippings	• Cart paths blown after edging (or more frequently) to maintain clean appearance.
Traffic Control	• Daily	• Limit access to excessive travel areas • Use of signs and ropes.	

10. Maintenance Records

Task	Frequency	Method & Specifications	BrightView Notes
Weekly Reports	• Weekly		
Annual Agronomic Plan	• Yearly		

18-019
Exhibit B
Pg 16 of 20

Staffing Chart for Quail Valley Golf Course

Daily Labor Counts							
Season	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Summer	20	14	20	14	20	10	10
Winter	18	12	18	12	18	10	10
Summer Season	40	Weeks					
Full-time Employees	12						
Part-time Employees	6						
Seasonal	2						
Winter Season	12	Weeks					
Full-time Employees	12						
Part-time Employees	6						
Seasonal	0						

* - Daily Labor Count is an estimate of needed employees and the mix between Full-time and Part-time labor is subject to change. All work is based on man-hours and staffing may be adjusted in order to complete the work specified in the Technical Specifications.

18-019
Exhibit B
Pg 17 of 20

Equipment for Quail Valley Golf Course

YEAR	EQUIPMENT TYPE
	GREENS MOWERS TRIPLEX
2018	TORO GREENSMATER TRIFLEX 3320
2018	TORO GREENSMATER TRIFLEX 3320
2018	TORO GREENSMATER TRIFLEX 3320
2011	TORO GREENSMATER 3250D
2009	TORO GREENSMATER 3150
2008	TORO GREENSMATER 3150
2007	TORO GREENSMATER 3150
	TEE MOWERS TRIPLEX
2018	TORO GREENSMATER 3150Q
2018	TORO GREENSMATER 3150Q
2009	TORO GREENSMATER 3150
2008	TORO GREENSMATER 3150
2008	TORO GREENSMATER 3150
2001	TORO GREENSMATER 3150
	FAIRWAY MOWERS
2018	TORO REELMASTER 5610
2013	TORO REELMASTER 5610
2008	TORO REELMASTER 5610
	ROUGH MOWERS
2018	TRIMAX SNAKE/GANG UNIT
2017	TORO GROUNDSMASTER 3500D
2016	TORO GRANDSTAND MOWER
2015	TORO GROUNDSMASTER 4500D
2009	TORO GROUNDSMASTER 3500D
2008	PRO-FLEX 120
	MECHANICAL BUNKER RAKES
2018	TORO SAND PRO 5040
2017	TORO SAND PRO 5040
2010	TORO SAND PRO 5040
2009	TORO SAND PRO 5040
2008	TORO SAND PRO 5040
	GENERAL UTILITY CARS
2018	TORO GTX
2015	CLUB CAR 500
2015	CLUB CAR 500
2013	CLUB CAR UTILITY CART
2011	TORO MD WORKMAN
2011	TORO MD WORKMAN

2009	CLUB CAR UTILITY CART
2008	TORO MDE WORKMAN
	TRUCKSTERS HAULING
2018	TORO WORKMAN HDX
2018	TORO WORKMAN HDX
2015	TORO WORKMAN HDXD
2010	TORO WORKMAN HDX
2009	TORO WORKMAN HDX
2009	TORO WORKMAN HDX
	TRACTORS
2015	KUBOTA TRACTOR
2008	JOHN DEERE TRACTOR
	GREENS AERATORS
2015	TORO PROCORE 648
	FAIRWAY AERATORS
2018	TORO PRO CORE 1298
	GREENS SPRAYERS
2014	TORO MULTI PRO 5800
2010	TORO MULTI PRO 1200
	TOPDRESSER/SPREADERS
2015	LELY SPREADER
2008	TORO PROPASS
	VERTICUTTERS
2013	VERICUTTING UNITS
	ROLLERS
2017	TORO GREENS PRO ROLLER 1240
2009	TRU TURF ROLLER
2009	SPEEDROLLER
	REEL GRINDERS
2000	FOLEY-UNITED 660 REEL GRINDER
2000	FOLEY-UNITED 630 BEDKNIFE GRINDER
	MISCELLANEOUS
2018	TORO MH400 MATERIAL HANDLER
2013	TORO PROFORCE BLOWER
2011	GOLF EQUIPMENT LIFT

18-019
Exhibit B
Pg 18 of 20

Communication Vehicle (Frequency)	Brightview Person(s) Responsible or Included	Club Stakeholders To Be Included
Monthly Communication (continued)		
Tournament and Special Event Planning Participate in discussions and updates related to the golf course.	Superintendent Assistant Superintendent	General Manager Golf Pro Other Managers
Quarterly Communication		
Course Ride with Agronomist Joint ride to review and discuss course conditions, needs and opportunities. Higher frequencies to the contract may be needed initially to ensure that everyone is "on the same page" — or during periods of particularly stressful weather conditions.	Superintendent Agronomist Area Director	General Manager
Annual Communication		
Annual Plan (Coordinated with club planning cycle) Formal process to identify priorities and practices for the coming year (including agronomic plans), identification and prioritization of improvements that can be accomplished "in-house" with no additional expense to you, and any operational practices updates. <i>This results in a written annual plan that is distributed to all parties.</i>	Superintendent Agronomist Area Director	General Manager Golf Pro
Long-Range Strategy and Planning (As needed to supplement or update plans) Process to develop and discuss ideas for long-term improvements to course conditions and operational efficiency. These may include identifying priorities for capital investments and changes to maintenance practices and specifications.	Superintendent Consulting Superintendent Vice President, Agronomy Area Director	General Manager Golf Pro
Emergency Response Planning <i>(Initiated at the start of full operations and updated annually)</i> An integrated, comprehensive plan for protecting your members and your course in case of emergency.	Superintendent Staff members	General Manager Other Managers

18-019
Exhibit B
Pg 19 of 20



5. Costs/Fee Proposal

With BrightView as your maintenance partner, you can expect that we will meet and always strive to exceed your expectations for your course and our working partnership. Our customer retention rate is over 95 percent because we consistently deliver on our promise to provide the conditions you want at an agreed upon fee, a superior collaborative partnership and a team of dedicated experts invested in your future.

Our proposed financial arrangements for a two-year agreement.

- Year 1: Our fee is \$1,214,000
- Year 2: Our fee is \$1,214,000

Additional Value-Added Items (as outlined in Cover Letter):

Due to our intimate knowledge of both courses and Clubhouse as well as our partnership history on property we have enhanced our services to include the following items within our fee at NO additional cost to City of Missouri City.

More specifically these enhancements include:

- Initial installation of approximately 650 tons of new bunker sand on both courses in addition to annual replenishment.
- Increase of irrigation cap to \$15,000 per year vs. contract requirement of \$10,000.
- BrightView will provide a **Renovation Master Plan for the La Quinta Golf Course** by our own Certified Golf Course Architect and Past President of American Society of Golf Course Architects (ASGCA) see attached bio.
- 35% higher intensity aquatic weed management throughout all water bodies within property.
- Total refurbishment/replacement of all course accessories.
- Cool season overseeding of practice tee and all par 3 tees.
- Addition or replacement of all primary equipment utilized on routine basis to include state of the art Hybrid Greens Mowers (which eliminates hydraulic damage to turf surfaces), dedicated PTO Fairway Aerifier and large volume Material Handler for ongoing bunker sand replenishment (see attached equipment list for full detail).
- Increased labor for Clubhouse and parking lot areas.
- Drainage projects as outlined below:
 - #7 La Quinta - Right side of the hole by the cart path about 250 yards out, install new pipe to get water to go under the path.
 - #12 La Quinta - Right side of the cart path by the property line about 150 yards out, need to run about 600 ft of new pipe.
 - #15 La Quinta - Right side of the cart path just inside of 150 yards.
 - #16 La Quinta - Right side of the cart path just short of the green.
 - #16 El Dorado - Right side of hole outside of the cart path.

18-019
Exhibit B
Pg 20 of 20



September 19, 2019

Via Federal Express

City of Missouri City Recreation and Leisure Corporation
Attn: Sheila A. Smith, C.P.M.
1522 Texas Parkway
Missouri City, TX 77489

Reference: Contract 18-019 Golf Course Maintenance for Quail Valley Golf Facility
BVGM Course #207132

Dear Ms. Smith,

Thank you for allowing us to be your business and maintenance partner at Quail Valley Golf Facility. It has been our pleasure caring for your property and working with all the staff members at your facility.

We are very interested in exercising the first of three renewal options as stated in Section I, "Scope of Agreement" of our current Agreement, for the period from January 1, 2020 through December 31, 2020.

We propose a fee reduction of \$28,000.00, which reduces the Agreement from \$1,212,380.00 to \$1,184,380.00 annually. The monthly fee will be \$98,698.33. All other terms of the current agreement will be unchanged.

Thank you again for the opportunity to extend our agreement and we hope you find these terms acceptable. If you are in agreement, please issue the City's Amendment form and send to Barbara Jimenez for processing– Barbara.Jimenez@brightview.com. I look forward to hearing from you. I can be reached at (310)994-1533, or by e-mail at Terry.McGuire@brightview.com.

Sincerely,

Terry McGuire

Terry McGuire
Vice President and General Manager

cc: Tyson Stittleburg, PGA, General Manager, Quail Valley Golf Course & City Centre (via email to TStittle@missouricitytx.gov)
Mike Harbin, Area Director
Barbara Jimenez, Business Administration