November 20, 2009

Amendment / Addendum 1
RFP-COT 09-44
Golf Course Management Services

To All Bidders:

Please be advised that as a result of the mandatory pre-proposal meeting conducted Tuesday, November 17, 2009, the City of Troy Purchasing Department authorizes the following CHANGE(S), ADDITION(S), and RESPONSES TO QUESTIONS for **RFP-COT 09-44 Golf Course Management Services.** The CHANGE(S), ADDITION(S), and RESPONSES TO QUESTIONS will be considered an integral part of the original proposal document. The pre-proposal meeting commenced at 11:30 AM, Sylvan Glen Golf Course located at 5725 Rochester Road, Troy, MI.

The following items from the proposal document were reviewed:

- SECTION 1: GUIDE - REQUEST FOR QUALIFICATIONS – Golf Course Management Services – Be sure your company has received and reviewed all Sections and Attachments.
- SECTION 2: *REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSAL CONTENT* – Qualifying (Pass/Fail) conditions of the Firm include minimum years in business, experience, references, sample business plan and insurance.
- SECTION 3: *SELECTION PROCESS* – Criteria for Selection
  IMPORTANT: The City's Purchasing department will first compare the annual rate(s) for each proposal submitted to the debt schedule to determine whether it's in the City's best interest to begin the evaluation process or not for that proposal.
- SECTION 4: *INSTRUCTIONS TO BIDDERS* – Four (4) Copies need to be submitted at the time of proposal submission.
  - Proposal Opening date is **Thursday, December 3, 2009 at 10:00 AM EST.** (Page 1 of 3)
  - When submitting bids, mark envelopes with the Proposal Number, Name, and Opening Date.
  - No faxed Proposal Documents will be accepted except as noted
  - *Timely Submittals*: Late submittals will not be accepted.
  - Proposal forms are obtainable at the City of Troy Purchasing Department or on the Michigan Intergovernmental Trade Network website at www.mitn.info.
  - Bonds will be required for this project.
- SECTION 5: *VENDOR QUESTIONNAIRE*
  Sample Business plan document must be included with each Firm's submitted proposal. (Question 18.)
- SECTION 6: *INSURANCE REQUIREMENTS*: **Proposals must include a letter or insurance certificate from the proposers insurance agent or carrier that the insurance to be supplied will meet specifications. A bidder will be considered non-qualified if an acceptable letter or certificate is not received with the proposal documents.** If any questions – contact Mr. Cooperrider, Risk Manager, at (248) 526-5127.
- SECTION 7: *PROPOSAL FORM* – Form must be returned with proposal submission.
  NOTE: As part of the operational plan, firms must indicate what will be done with the City equipment provided. The City will consider a leasing arrangement, an outright buy and/or no use of City equipment.
- SECTION 8: *PROPOSAL TERMS AND CONDITIONS*
  - *ADDITIONAL INFORMATION:* (Page 1 of 3) Contact Carol Anderson, Parks and Recreation Director for additional information or questions concerning this project.
  - *AWARD OF CONTRACT:* (Page 1 of 3) The City reserves the right to continue the management of golf course operations with City forces and not award a contract, if determined to be in the City's best interest, as it relates to the proposed revenues and debt obligations of the City.
  - *RIGHT TO NEGOTIATE FINAL AGREEMENT:* (Page 2 of 3) The City reserves the right to negotiate a final written agreement with the highest rated firm.
  - *COMMENCEMENT DATE:* (Page 2 of 3) Firms are requested to provide a commencement schedule. Preference would be within 90 days or less.
  - *SIGNATURE PAGE* – Sign all three areas 1) Price Clause, 2) Company Info, & 3) Acknowledgement.

The following items from the proposal document were reviewed:

- SECTION 8: *PROPOSAL TERMS AND CONDITIONS* (continued)
  - *EXCEPTIONS:* Any exceptions, substitutions, deviations to the proposal need to be stated including the reason.
- SECTION 9: *PROJECT FRAMEWORK AND SCOPE* – At a minimum, this section provides detail on how the golf courses are currently maintained and operated.
- SECTION 10: *ATTACHMENT A*
- SECTION 11: *FORMS* – Legal Status of Bidder and Non-Collusion Affidavit must be returned with proposal submission.
- SECTION 12: ATTACHMENTS

Asked if there were any questions and that everyone had signed in. Introduced John Szerlag, City Manager, John Lamerato, Assistant City Manager/Finance and Administration, Carol Anderson, Parks and Recreation Director, Danny McDonald, Superintendent of Greens, and Jake Pilat, Director of Golf Operations.

Mr. Szerlag addressed the group to clarify the City's two main objectives in soliciting proposals:

1. Obtain the most cost effective level of operations for the City
2. Give City employees a chance to compete for these services

Firms are requested to include in their operational plan, a schedule of expenditures detailing operational and maintenance costs for each golf course. In addition, firms must indicate in their submission whether they are interested in performing the maintenance portion of the work only or not.

RESPONSES TO QUESTIONS:

Carol Anderson addressed the following questions:

1. ***Is all the revenue sources reflected in the reports provided in the proposal package?***

   Revenues from programs such as sports camps, junior leagues and spring break camps are not reflected in the revenue numbers included in the RFP document since these programs are performed in partnership with the Parks and Recreation department. The revenue amount averages to be about $46,000 a year.

2. ***Are the specifications listed in the proposal exactly how the City requires the work under this contract to be performed?***

   The framework and scope provided only describes the extent to which the City currently maintains golf operations. Firms may continue the same pattern, or adopt different methods to achieve the same results. The City expects the same level of customer service, maintenance, and appearance of the City's two golf courses as currently achieved by City forces throughout the life of the contract.

3. ***Are Firm's allowed to make additional site visits to the courses after today's meeting?***

   All grounds are public property so firms are allowed to walk the courses at another time. Tours or access to non-public buildings and areas will not be allowed after the pre-proposal meeting.

4. ***Can the City provide the league revenue received for the 2009 calendar year?***

Sanctuary Lakes

Players	*Weeks of Play*	*Rounds*	*2009 Revenue*
196	18	3,528	$98,700.00*

**** Includes cart rental fees***

Sylvan Glen

Players	*Weeks of Play*	*Rounds*	*2009 Revenue*
753	18	13,553	$204,730.00**

*****Walking rate only, does not include cart rental fees. On average 40% of rounds include cart rentals which equates to approximately $81,000 / calendar year.***

5. ***Can the City provide current year to date revenue and expense figures?***

Sanctuary Lakes Operations Summary		
	2009-2010 July 1 – Oct 31	2009 Jan 1 – Oct 31
Revenue	$469,725.40	$860,532.87
Expenses	*$323,889.10	**$809,782.11
Rounds	13,250	23,375

*Overall, Greens and Pro-Shop reduced expenses by $45,212.54 year to date.
*Depreciation was $88,617.33 less in 2009 than 2008 year to date.
*Capital was $24,766.54 higher in 2009 than 2008 year to date.

** Overall, Greens and Pro-Shop reduced expenses by $34,429.57.
**Depreciation was $86,370.06 less in 2009 than 2008.
**Capital was $24,766.54 higher in 2009 than 2008.
**Interest was $3,110.64 less in 2009 than 2008.
**Principal was $300,000 higher in 2008 than 2009.

Sylvan Glen Operations Summary		
	2009-2010 July 1 – Oct 31	2009 Jan 1 – Oct 31
Revenue	$547,150.14	$1,064,209.63
Expenses	$463,565.42	$960,970.29
Rounds	18,824	40,506

- Unaudited revenue/expenses as of October 31, 2009 -

6. ***Can you provide the number of starts and rounds, by course, for the last two years?***

Fiscal Year – 2008 / 2009 (July 1 – June 30)

Course:	Sylvan Glen	Sanctuary Lakes
9 Hole Rounds:	32,097	11,809
18 Hole Rounds:	11,524	12,912
Total Number of Starts:	43,621	24,721

Fiscal Year – 2007 / 2008 (July 1 – June 30)

Course:	Sylvan Glen	Sanctuary Lakes
9 Hole Rounds:	26,740	10,690
18 Hole Rounds:	15,969	12,953
Total Number of Starts:	42,709	23,643

Sylvan Glen Golf Course tour:

Pro Shop:

The main building, housing the pro-shop and restaurant, is registered as a historical building. As a historical building, there is only a limited amount of changes that can be done to the outside of this building. Any and all exterior changes must be approved by the historical commission. These restrictions only apply to the exterior of the building. The interior can be changed without restrictions.

Question: Will there be a separate utility meter for the Pro Shop? **Answer:** The City will ensure that separate meters are installed for the Pro-Shop and Camp Ticonderoga.

Question: Will this contract cover food services at Sylvan Glen? **Answer:** No. The City has a long standing contract with Galadin Incorporated to manage the food and beverage services at Sylvan Glen. They provide lunch, dinner and bar services.

Question: Are alcoholic drinks allowed on the golf course? **Answer:** At both courses the City allows beer/wine carts on the courses. At Sylvan Glen, this is at the discretion of the food service company and is their responsibility to manage. At Sanctuary Lakes, the successful firm could provide and operate a beer/wine cart. The City is not opposed to the successful firm offering coffee service in the Pro-Shop.

Question: Is the merchandise in the pro-shop part of the contract? **Answer.** Yes. All merchandise is included in the proposal and will not require a separate purchase.

Maintenance Building:
Unlike the main building, the maintenance building is not a historical building. Part of the building houses a cell tower and this area is maintained by the wireless providers. As stated in the proposal, the City will retain the revenue for the lease of this space. As part of the lease, the wireless providers must be provided 24/7 access to this site.

A fuel tank is located near the maintenance building and has a capacity of 1,000 gallons. The tank is a split tank and holds 500 gallons diesel fuel and 500 gallons of gasoline. The tank is double walled and is collision and ballistic resistant.

Storage Building:
The storage building contains an environmentally friendly closed loop waste water system. Additionally, solar panels on the south side of the building provide power for the City's emergency backup system. The successful firm must provide the City of Troy Fire Department 24/7 access to this site for system maintenance.

Question: What year was the irrigation system installed? **Answer:** It is estimated that the system was installed in the late 1960's. The system is a Toro Varitime II system and was converted from the old quick coupling system to an automated system in 1988.

Question: Can the City provide a listing of all equipment including hours of operation, model year, and whether the equipment is owned by the City or leased? **Answer.** These listings are labeled Exhibit D-1.1 (Revised) and Exhibit D-2.1 (Revised) and are located at the end of this document. All maintenance equipment is City owned.

Question: How old are the batteries in the golf carts? **Answer:** The batteries in all golf carts at Sylvan Glen are the original batteries and have never been replaced. The batteries in all golf carts at Sanctuary Lakes were replaced after one year of usage due to a recall. These carts were purchased in 2004 and the batteries were replaced in 2005. See below:

Sylvan Glen: 74 carts – lease to own– batteries are three (3) years old – 2009 season
Sanctuary Lakes: 75 carts – owned by City – batteries are five (5) years old – 2009 season

Question: Who is responsible to plow the snow and maintaining trails for cross country skiing and sledding at the golf course? **Answer**: There is no grooming of trails required and firms are to assume no additional expenses for these activities. The City is responsible to plow snow for the restaurant parking lot but not the road that accesses the maintenance building.

Question: Since the City allows cross country skiing and sledding at Sylvan Glen will they retain the liability for these activities? **Answer:** Yes, the City will retain the liability for these events.

Golf Course:
Question: Are there any ash trees located on the course? **Answer:** All ash trees have been removed from the course. Over the years the City has done 150 plantings to replace the ash trees that have been removed. In addition to the course the City maintains 20 acres of non-play wooded land as part of Sylvan Glen. Ash trees that would have posed a potential hazard to patrons have been removed. These include any ash trees located near the trails that could have created a safety issue. Further removal of any ash trees located in this area will be the responsibility of the City of Troy.

Sanctuary Lakes Golf Course tour:

Pro Shop and Restaurant/Kitchen Facilities:

Everyone was given the opportunity to tour the pro shop and kitchen facilities. The City requires food services to be provided, at a minimum, from April 1st thru November 15th but these service dates can be extended.

Golf Course:

Ms. Anderson reviewed the following information regarding the landfill:

1. There are a total of three (3) landfills located on the property. All landfills were properly closed at the time.
2. There was approximately 800,000 cubic yards of dirt installed during construction of the course.
3. The amount of dirt on top of the cap varies on the site from 18 – 36 inches, but there is, at a minimum, 18 inches of dirt on top of the cap in any one location.
4. There are 40 vent pipes located on the site. Each pipe is protected with wood lattice. The lattice does get damaged during course play and will require maintenance throughout the season.
5. There has never been a methane problem on the site. There are alarms in all buildings that monitor methane gas levels at all times.
6. The City has the hydrology of the site tested once a year. These tests show that the hydrology has not changed since the course opened. The City has never experienced a run off problem at this course.
7. An environmental audit is not required and has never been done since operations of the course began. Both courses have been certified by the Michigan Turfgrass Environmental Stewardship Program consisting of partnerships with the DEQ, Michigan Department of Agriculture, Michigan Groundwater Stewardship Program, Michigan State University, Michigan Turfgrass Foundation and the Golf Association of Michigan.
8. The City will retain responsibility and cost for the bi-annual monitoring of the methane gas. The firm should assume no cost for these monitoring services. The resulting contract will address non-compliant, negligence and reparation concerns on the part of the City and successful firm.

Question: Are there any ash trees remaining on the course? **Answer:** There are no ash trees left on the Golf Course proper, however ash trees do remain in non-play areas on the property, such as, wood lots and along creek banks. All building and grounds, including trees, will be the responsibility of the successful golf management firm.

Question: What percentage of the course is maintained? **Answer:** Approximately 80 acres of the total 180 acres on the property is maintained. The areas to be maintained breaks down as follows:

- 4 acres of greens
- 5 acres of tees
- 27 acres of fairways
- 30 acres of rough
- 14 acres of green and tee surrounds.

Question: Can you provide additional information about the irrigation system? **Answer:** The automatic irrigation system is a Toro Network LTC with a TouchNet Central Controller, 855-S heads on greens, tees and fairways. Because of the landfill HDP piping was used for its flexibility. There has not been a problem with the irrigation system as it relates to the landfill.

Maintenance Building / Cart Storage Barn:

Firms were given the opportunity to view both buildings. It was pointed out that there is a hazardous materials building located on both courses.

CHANGE FROM: SECTION 5: VENDOR QUESTIONNAIRE (Page 2 of 6)

4. Provide your firm's proposed overall statement of operational plans for the golf courses and other responsibilities that indicates how your firm will provide operations and management services. The firm must state fully the proposed operational concepts, detailed concept and plans in regard to the following:
    a. Course Maintenance and capital improvement including extent and caliber of proposed improvements, method of constructing and City involvement.
    b. Golf Cart Rental Program
    c. Food and Beverage Service
    d. Pro Shop Operation
    e. Golf Professional and Instructions
    f. Junior Golf Program
    g. Special Events
    h. Driving Range
    i. Leagues
    j. Grounds Maintenance
    k. Public Relations and Marketing
    l. Others

    As part of the operational plan, firms must include what will be done with City equipment (including golf carts) provided in this proposal. The City will consider a leasing arrangement, an outright buy and/or no use of City equipment. Include usage, disposal, replacement and proposed equipment return at end of contract.

CHANGE TO: SECTION 5: VENDOR QUESTIONNAIRE (Page 2 of 6)

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    a. Course Maintenance and capital improvement including extent and caliber of proposed improvements, method of constructing and City involvement.
    b. Golf Cart Rental Program
    c. Food and Beverage Service
    d. Pro Shop Operation
    e. Golf Professional and Instructions
    f. Junior Golf Program
    g. Special Events
    h. Driving Range
    i. Leagues
    j. Grounds Maintenance
    k. Public Relations and Marketing
    l. Others
    m. **Detailed schedule of expenditures for both the operational and maintenance portion at both golf courses**
    n. **In addition, state whether your firm wishes to continue to allow or to stop the winter activities (cross country skiing and sledding) at Sylvan Glen. The desire of a firm to discontinue this practice will in no way preclude their proposal from being accepted.**

    As part of the operational plan, firms must include what will be done with City equipment (including golf carts) provided in this proposal. The City will consider a leasing arrangement, an outright buy and/or no use of City equipment. Include usage, disposal, replacement and proposed equipment return at end of contract.

CHANGE FROM: SECTION 9: PROJECT FRAMEWORK AND SCOPE (Page 8 of 19)

IV. SCOPE OF SERVICES:

D. Facilities (continued)

2. Parking Lots

City Responsibilities:

- Both Sylvan Glen and Sanctuary Lakes parking lot infrastructure
- Sylvan Glen snow removal services.

Operator Responsibilities:

- Sanctuary Lakes snow removal services.
- Daily maintenance of both facilities parking lots with the exception of snow removal at Sylvan Glen.

CHANGE TO: SECTION 9: PROJECT FRAMEWORK AND SCOPE (Page 8 of 19)

IV. SCOPE OF SERVICES:

E. Facilities (continued)

2. Parking Lots

City Responsibilities:

- Both Sylvan Glen and Sanctuary Lakes parking lot infrastructure
- **Sylvan Glen snow removal services for restaurant accessibility**

Operator Responsibilities:

- Sanctuary Lakes snow removal services.
- **Daily maintenance of both facilities parking lots with the exception of snow removal at Sylvan Glen for restaurant accessibility**

I, the undersigned Proposer, have read this addendum and have integrated the changes, additions, and responses to questions into the proposal for **RFP-COT 09-44 Golf Course Management Services.** All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before **THURSDAY, DECEMBER 3, 2009 AT 10:00 A.M. E.S.T.,** in the Office of the City Clerk.

COMPANY: Midwest Landscape Group, Inc.

NAME OF REPRESENTATIVE: Bruce N. Kilmer

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ (Print) Pres

ADDRESS: 5470 Huron Hills Dr.
Commerce Twp., MI 48382

DATE: December 3, 2009

office - (248) 360-3440
mobile (248) 613-4584

SANCTUARY LAKE EQUIPMENT INVENTORY

COMMON NAME	CLASS	MODEL	SERIAL	MFG	HOURS	YEAR
TORO 3020	TRAP RAKE	3020		TORO	3697	1999
JACOBSON LF3400	FAIRWAY MOWER	LF 3400		JACOBSON	3764	2000
SWISHER TRAIL MOWER	BRUSH CLEARING	N/A		SWISHER		
MINI COTA	BOAT MOTOR	N/A		COTA		
KING CUTTER	BUNKER SCUFFER	N/A				
BUFFALO BLOW	DEBRIS BLOWER					2003
STEINER 4X4 UTILITY VEH	HAULER			STEINER	2227	
75 POUND DRAG MAT	CORE BREAKER	N/A	N/A			
150 PUND DRAG MAT	CORE BREAKER	N/A	N/A			
MISC TRACTOR BUCKET						
TRACTOR SPIKER	FAIRWAY SPIKER					
STEINER MOW DECK				STEINER		
STEINER BRUSH ATTACHMENT				STENIER		
STEINER PLOW ATTACHMENT				STEINER		
TORO 3500D GROUNDSMASTER	SIDEWINDER			TORO	160	2009
LESCO 80 POUND SPREADER	FERT SPREADER			LESCO		
TURF 2 CARRY ALL	UTILITY CART			CLUB CAR	1272	2001
JACOBSON HAULER 1	UTILITY CART	3500		JACOBSON		2004
JACOBSON HAULER 2	UTILITY CART	3500		JACOBSON		2004
JACOBSON HAULER 3	UTILITY CART	3500		JACOBSON		2004
JACOBSON HAULER 4	UTILITY CART	3500		JACOBSON		2004
JACOBSON HAULER 5	UTILITY CART	3500		JACOBSON		2004
CUB CADET TRACTOR	TRACTOR	8404J		CUB CADET	686	2004
CUSHMAN	TURF TRUCKSTER	898628		TEXTRON	1793	2003
PUSH BLOWER	LEAF BLOWER			GIANT VAC		
PUSH BLOWER	LEAF BLOWER			GIANT VAC		
HUSTLER MOWER	ZTR MOWER	Z/926881		HUSTLER	419	2002
GA 30	AERATOR	GA3O		JACOBSON	214	2004
JACOBSON GPLEX	GREENS MOWER	GPLEX III		JACOBSON	2168	2004
JACOBSON GPLEX	GREENS MOWER	GPLEX III		JACOBSON	2174	2004
JACOBSON AR	ROUGH MOWER	AR-2500		JACOBSON	1987	2004
JACOBSON LF 2500	FAIRWAY MOWER	LF -2500		JACOBSON	1416	2004
JACOBSON LF 2500	FAIRWAY MOWER	LF -2500		JACOBSON	1508	2004
JACOBSON GPLEX	TEE MOWER	GPLEX III		JACOBSON	3557	2004
JACOBSON GPLEX	TEE MOWER	GPLEX III		JACOBSON	1689	2004
JOHN DEERE MOWER	VERTICUTTING	2243		JOHN DEERE	884	1993
LELY SPREADER	TRACTOR FERT APP	N/A		LELY		
LESCO 80 POUND SPREADER	FERT SPREADER			LESCO		
LESCO 80 POUND SPREADER	FERT SPREADER			LESCO		
OTTER						1986
PROFLEX	ROUGH MOWER	120		PROFLEX		2000
PROFLEX	ROUGH MOWER			PROFLEX		2004
SMITHCO SPRAYER	SPRAY RIG	15-493		SMITH CO	744	2004
SMITHCO SANDPRO	TRAP RAKE	3WD		SMITH CO	Meter Broken	2004
TORO MOWER	UTL MOWER	GM-3100		TORO	2538	1998
TOP-DRESSER	TOP DRESSING	85802		TURFCO		2006

NOTE: Revised items shown in red text

SYLVAN GLEN EQUIPMENT INVENTORY

COMMON NAME	CLASS	MODEL	SERIAL	MFG	HOURS	YEAR
CUB CADET TRACTOR	TRACTOR	8404 SS	322500236	CUB CADET	870	2004
G-PLEX II	GREENS MOWER	898855	99005925	RANSOMES	1993	2005
G-PLEX III	GREENS MOWER	G-PLEX III	DN000482	JACOBSEN	2262	2003
TORO 4000-D #1	ROUGH MOWER	4000-D	30410-220000392	TORO	4069	2002
TORO 4000-D #2	ROUGH MOWER	4000-D	30410-240000294	TORO	2704	2004
TORO 3500-D	BANKS MOWER	SIDEWINDER	30821-210000527	TORO	3639	2001
TORO 3500-D	BANKS MOWER	SIDEWINDER	30839-270000776	TORO	1317	2007
REELMASTER 5410	FAIRWAY MOWER	5410	03670-280001055	TORO	166	2009
REELMASTER 5410	FAIRWAY MOWER	5410	03670-280001057	TORO	173	2009
TORO WORKMAN SPRAY	GREENS SPRAYER	3200	07360-270000216	TORO	320	2007
TORO MULTI PRO 5500	FAIRWAY SPRAYER	5500	41564-200000274	TORO	923	2000
66 GAL TOW BEHIND	SMALL AREA SPRAYER	66 GAL SPRAYER	40792-200000128	TORO		
TORO PRO CORE 648	GREENS AERATOR	648	09200-270000970	TORO	80	2007
TORO SANDPRO 5040	TRAP RAKE	5040	08705-270000811	TORO	900	2007
TORO 220-D	DEBRIS BLOWER	220-D	30794-10355	TORO	2374	1993
CLUB CAR CARRY ALL	CART	CARRY ALL 1	HG0748-844972	CLUB CAR	599	2007
CUSHMAN TRUCKSTER	HEAVY DUTY CART	TRUCKSTER	898628	JACOBSEN	1878	2003
JACOBSEN LF 3400	FAIRFAY VERITCUTTER	67869 LF 3400	1963	JACOBSEN	4259	2000
JOHN DEERE 2500 #1	TEE MOWER	2500 LG GAS	TC2500G030264	JOHN DEERE	1332	2002
JOHN DEERE 2500 #2	TEE MOWER	2501 LG GAS	TC2500G030420	JOHN DEERE	1671	2002
JOHN DEERE 2500 #3	GREENS MOWER	2502 LG GAS	TC2500G030270	JOHN DEERE	2229	2002
JOHN DEERE TRACTOR	LOADER	5210	LV5210S123454	JOHN DEERE	1758	1998
JACOBSEN GREENS KING	GREENS MOWER	GREENS KING VI	62275 1918	JACOBSEN	2825	2001
JACOBSEN GA-30	GREENS AERATOR	544875-8920	142197	JACOBSEN	531	1990
SMITHCO SWEEPSTAR V62	SWEEPER	78-200	78051	SMITHCO	567	2001
SMITHCO SWEEPSTAR V62	SWEEPER	78-200	78052	SMITHCO	389	2001
TURFCO SP1530	TOP DRESSER	85804	G00247	TURFCO		2006
WORKMAN	HEAVY DUTY CART	7367	290000200	TORO	52	2009
WORKMAN	MEDIUM DUTY CART	7266	290000387	TORO	120	2009
WORKMAN	MEDIUM DUTY CART	7266	290000380	TORO	50	2009
WORKMAN	MEDIUM DUTY CART	7266	290000347	TORO	50	2009
WORKMAN	MEDIUM DUTY CART	7266	290000390	TORO		2009
WORKMAN	MEDIUM DUTY CART	7266	290000391	TORO	32	2009
PROFORCE	DEBRIS BLOWER	44538	290000370	TORO	66	2009
TROY BILT ROTOTILLER	TILLER			TROY BILT		
BED EDGER	MISCELLANEOUS	F-990H	1671	LITTLE WONDER		
FORD TRACTOR	TRACTOR	N/A	N/A	FORD	5996	1960'S
LF 100	FAIRWAY MOWER	LF-100	CP577-2-2585	JACOBSEN		
EZGO TXT FLEET CART	GOLF CART	TXT	992024	TEXTRON		
RYAN GREENSAIRE 24	GREENS AERATOR	544872-8720	124397	RYAN		
SMALL TOP DRESSOR	SMALL TOP DRESSOR	F-6	N/A	METE-R-MATIC		
VICON SPREADER	CHEMICAL SPREADER	2701600	LM22492	VICON		
SNOW MOBILE	SNOW MOBILE	VK540	45417078	YAMAHA		
JOHN DEERE AERCORE	AERATOR 3PT MOUNT	1500 AERCORE	M01500X010177	JOHN DEERE		1996

SYLVAN GLEN EQUIPMENT INVENTORY

COMMON NAME	CLASS	MODEL	SERIAL	MFG	HOURS	YEAR
BUFFALO TURBINE	BLOWER 3 PT MOUNT	P-TORNADO	5560	AGRICULTURAL		1999
TY-CROP	MATERIAL DELIVERY			TY-CROP EQUIP		
CORE HARVESTER	MATERIAL DELIVERY	2701530	LM20493	RYAN		
DODGE DUMP TRUCK	MATERIAL DELIVERY	D350	1B6MW3456JS720954	DODGE		
TRENCHER	MATERIAL DELIVERY	1620KE	1K1576	DITCH WITCH	581	
FORKS FOR LOADER						

NOTE: Revised items shown in red text

SECTION 2: REQUEST FOR QUALIFICATIONS/ REQUEST FOR PROPOSAL CONTENT

1. QUALIFYING CONDITIONS OF THE GOLF COURSE MANAGEMENT SERVICE FIRM:

A. Years in Business.

Midwest Landscape Group, Inc. has been in business for ten years and we have an additional 20 years experience with the entities listed in Section 5, Exhibit 'C' of this proposal.

B. Golf course management experience and knowledge.

We have owned and operated 5 golf courses, 3 private right to use facilities and 2 public facilities, which are detailed in Section 5, Exhibit 'C' of this proposal.

C. Positive references for the firm.

100% of our golf course experience has been ownership based from 1988 through 2003. We have included references for Midwest Landscape Group, Inc. from various school systems, universities, etc. for your review. In addition, we are enclosing references from members of the golf clubs we have previously owned and references from superintendents that worked for our operations as Exhibit 'A'.

D. Qualifications of firm to perform project as specified.

Craig Kilmer will be directly in charge of all operations at both facilities. His resume is included in Section 5, Exhibit 'D' of this proposal. We intend to negotiate the superintendent position with the current superintendent Danny McDonald. If this cannot be accomplished, then we will immediately enter into the interview process to hire a superintendent with the proper qualifications. There are vast choices available in this area due to the current status of our economy. The same process will occur with the existing staff prior to interviewing outside of the current staff. Our firm will provide all required services without any subcontractor or joint venture involvement.

E. Operational plan and methodology proposed.

As stated in Section 5, Exhibit 'E' of this questionnaire, we feel that a seamless transition from City operation to contractor operation is of utmost importance. Trying to minimize the turnover of staff that is in direct contact with the customer will maintain the consistency of the operation for the customer. As stated throughout our proposal, we are attempting to maximize the retention of the existing staff.

It will be equally important to demonstrate our long term commitment to the existing customer as well. The capital improvements to the courses as well as new capital equipment (carts) and 2010 pricing remaining fixed from 2009 will all support the new relationship.

As to the grounds maintenance, our past ownership and operation includes 3 private clubs as well as 2 public golf courses. The attention to detail necessary in the "private" club sector has given us a direction of services at a very high level. This approach will increase revenues with increased rounds as well as increased fees.

SECTION 2: REQUEST FOR QUALIFICATIONS/ REQUEST FOR PROPOSAL CONTENT continued

1. QUALIFYING CONDITIONS OF THE GOLF COURSE MANAGEMENT SERVICE FIRM:

E. Operational plan and methodology proposed – continued.
It will be necessary to prepare a marketing program to increase league play, outings and general play at Sanctuary Lake. Direct advertising to local businesses in the area to promote league play and outing business will help fill the void in the current league play.

Establishing a cross marketing program with Camp Ticonderoga to tap into their customer base will help increase general play at both golf courses.

We would like to establish an annual membership program, which would give the customer an ability to play both courses, build a loyalty to the 2 courses and create a new experience for the customer base via the membership experience and member events. This will create a pool of golfers with a common interest to play together during general play and establishing a league event with the membership group. This is a very effective way to increase play, pro shop merchandise sales and other supporting revenues.

Pro shop merchandise should be promoted to achieve $3.00 in revenue per round played. We will enhance the display of merchandise at both courses as well as promote the sale of the same. The implementation of a membership program will create an increase of logo goods, which will create an increase in course awareness to the local area and increase customer loyalty to the courses. This added feature will also create a higher percentage of foursomes as well.

The capital improvements at Sanctuary Lake for 2010 will be as follows:
-Complete the grow in of the outer edges of the golf course.
-Improve the overall aesthetics of the driving range. The driving range at Sanctuary Lake is the centerpiece of the course and the first impression the customer will have prior to playing their round. In addition, we will improve the synthetic tee area.

The capital improvements at Sylvan Glen for 2010 will be as follows:
-Restore the gravel cart paths.
-Improve the railing detail on the bridges that have not been updated, both from an aesthetics and safety point of view.
-Bunker renovation.
-Better define the fairways at the rough line.

F. Sample business plan.
We have included the 2010 detailed budget for Sanctuary Lake and Sylvan Glen (Exhibit 'F') for your review. Throughout this proposal we have reviewed capital improvements, pro shop merchandise sales, food and beverage sales, the transition from City to contractor operations and the marketing required to increase revenues.

SECTION 2: REQUEST FOR QUALIFICATIONS/ REQUEST FOR PROPOSAL CONTENT continued

1. QUALIFYING CONDITIONS OF THE GOLF COURSE MANAGEMENT SERVICE FIRM:

F. Sample business plan continued.
We believe the privatization of your 2 golf courses from an operational point of view will allow us to reduce labor, increase revenues and increase overall quality, at the same time guaranteeing the City a consistent annual financial payment. (Please refer to Exhibits 'E' and 'F').

G. Response to attached questionnaire.
Supplied, Section 5.

2. FINANCIAL INFORMATION

Supplied, please refer to Exhibit 'B'.

SECTION 5: VENDOR QUESTIONNAIRE

DATE: 12/03/2009
Month/Date/Year

FIRM NAME: Midwest Landscape Group, Inc.

ESTABLISHED: January 19 99 / 200__ STATE: MI YEARS in BUSINESS 10

TYPE OF ORGANIZATION: (Circle One)

a. Individual
b. ~~Partnership~~
c. Corporation
d. Joint Venture
e. Other _____

If applicable:

FORMER FIRM NAME(S) Please refer to Exhibit 'C' attached.

Have you, your organization or affiliates ever filed for bankruptcy protection? YES_____ / NO X
If so, please explain.

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. **Describe your firm's experience relative to golf course management and operation services. Provide your firm's background and its organizational structure including a brief history of the firm. Provide specific examples of your firm's golf course management experience. A minimum of two (2) comparable examples must be provided. The examples must be contracts in which your firm provided continuous management services for three years or more. Include experience / qualifications your firm has in managing municipal golf courses. The examples can be for contracts that are still active or have been completed within the last ten (10) years.**

Please refer to Exhibit 'C' attached.

2. **Positive References.**
Provide a complete list of similar contracts for golf course management and operations held for the last ten years, including facility name, contact person, phone number, email address and years of service.

Facility Name	Contact Name	Phone Number	E-Mail	Years of Service
Please refer to Exhibit 'C' attached.				

Attached to the proposal and marked Exhibit 'C' **for identification.**

SECTION 5: VENDOR QUESTIONNAIRE – continued

3. Provide a listing of the specific individuals that will be assigned to operate and manage the golf course tickets, rangers and starters. Provide the background and experience of these individuals. Firms must identify the Course Manager and Course Maintenance Superintendent that will be assigned to the City of Troy's account. Include resumes, experience and responsibilities for each individual listed in this section.

TITLE	NAME	DEGREE/ CERTIFICATION	EXPERIENCE/ YEARS	ROLE
Manager	Craig A. Kilmer	See Resume' Attached – Exhibit 'D'	30	General Manager
GC Superintendent	- Danny McDonald		Existing Superintendent	

4. Provide your firm's proposed overall statement of operational plans for the golf courses and other responsibilities that indicates how your firm will provide operations and management services. The firm must state fully the proposed operational concepts, detailed concept and plans in regard to the following:

   a. Course Maintenance and capital improvement including extent and caliber of proposed improvements, method of constructing and City involvement.
   b. Golf Cart Rental Program
   c. Food and Beverage Service
   d. Pro Shop Operation
   e. Golf Professional and Instructions
   f. Junior Golf Program
   g. Special Events
   h. Driving Range
   i. Leagues
   j. Grounds Maintenance
   k. Public Relations and Marketing
   l. Others

Please refer to attached Exhibits 'E'and 'F' "Overall Statement of Operations" and 2010 Golf Course Budgets

As part of the operational plan, firms must include what will be done with City equipment (including golf carts) provided in this proposal. The City will consider a leasing arrangement, an outright buy and/or no use of City equipment. Include usage, disposal, replacement and proposed equipment return at end of contract.

Our bid is to include the use of all of the maintenance equipment and the golf carts. Our intent is to turn in the equipment and carts throughout the 8 year contract and replace with new, like kind equipment as needed. At the end of the contract term with the City of Troy, the equipment will become the property of the City of Troy, debt free. The value of the equipment at that time will be of similar fair market value compared to the equipment in place today. The first replacement will be the golf carts at Sanctuary Lake. This replacement would send the proper message to the customer as to our commitment to the project as well as to their overall experience while on site.

FIRM NAME: Midwest Landscape Group, Inc.

SECTION 5: VENDOR QUESTIONNAIRE – continued

5. **Staffing Plan.**
Provide a detailed staffing plan indicating the type and quantity of the various positions your firm feels is necessary to provide the services required.

POSITION TITLE	POSITION DESCRIPTION	NUMBER OF PERSONNEL
See attached Exhibit 'G'		

Total Number of full-time See attached Exhibit 'G' Total Number of part-time See attached Exhibit 'G'

6. **If a joint venture or association of firms is proposed, how will the work on this contract be handled? Please be specific. Include a list of team members that may partner/participate on this contract including their resumes, stating experience and qualifications. Please also indicate your firm's experience working with these professionals.**
All services to be performed in-house.

7. **What services are provided in-house and what services are subcontracted to outside firms as it relates to these services. If outside firms will be used, include their resumes, stating experience and qualifications. Please also indicate your firm's experience working with these subcontractors.**
All services to be performed in-house.

8. **Provide your firm's policy / plan for conducting golf clinics and providing lessons. Will your firm consider working in conjunction with the Parks and Recreation Department to provide these services or to contract this work to Paul Toski, teaching golf pro or approved other(s).**
It is our intention in the first year to operate similar to 2009, however we need to have a discussion with the Parks & Recreation department and Paul Toski to better understand the current practices.

9. **Provide your firm's procedures for conducting evaluations and reviews that result in implementation of improvements in operations and improved financial performance.**
Prepare annual budgets and review with each department. Review actual figures vs. budgets with each department.
Annual results with each department will be reviewed on an individual basis.

FIRM NAME: Midwest Landscape Group, Inc.

SECTION 5: VENDOR QUESTIONNAIRE – continued

10. Provide detail explanation of your firm's experience with reference to labor relations, contractual and legal issues, personnel benefits, employee orientation and training.

See attached Exhibit 'H'

11. Provide a brief description of any litigation brought against your firm over worker health and safety, labor laws, or affirmative action, as related to performance of duties.

None.

12. If applicable, describe the circumstances under which your firm was terminated from a contract for cause.

None.

13. Provide firm's approach to sharing information with municipal clients relative to operational, budgetary, and financial matters. Examples of reports should be included with the proposal.

(X) Example reports attached to the proposal and marked Exhibit 'I' for identification.

Annual Budget
Monthly Financial Statements
Golf Rounds Breakdown

14. Provide the proposed transition plan of operation from the City of Troy to your firm.

Per attachment provided – "Overall Statement of Operations", Exhibit E'.

FIRM NAME: Midwest Landscape Group, Inc.

SECTION 5: VENDOR QUESTIONNAIRE – continued

15. **Describe your firm's grounds maintenance experience including technical expertise to manage turf effectively, especially on golf course greens and fairways. Attach sample of maintenance conditions report which you would submit to the city weekly, monthly and/or annually.**

( ) **Report attached to the proposal and marked** _____ **for identification.**

See attached Exhibit 'J'

16. **Describe your firm's public relations and marketing policy. Explain how it helps to ensure superior service and effective promotions for public satisfaction and increased revenues.**

The "Customer is right" policy. Prioritize customer issues immediately and to their satisfaction. A customer's negative experience can become, by word of mouth, a much bigger problem than at the time that the problem actually occurred. Addressing any issues at the time of the complaint will minimize its impact and can actually turn the situation into a positive experience based on how it is handled. Have staff bring issues to the department heads immediately so resolution may occur.

17. **Describe your firm's Pro Shop operations experience including technical expertise on managing all golf operations including pro shop, tee times, etc.**

See attached Exhibit 'K'.

18. **SAMPLE DOCUMENT – a sample Business Plan document must be included with your submitted proposal. This document needs to be an operations contract held by your firm with a similar project scope and must include information about revenue, expenses and rounds. This document will be reviewed as part of the evaluation process and will become the property of the City of Troy.**

Attached and Marked Exhibit 'L' **for Identification.**

Based on our past experiences with the 5 golf courses that we owned and operated, we have never been in a position to hold an operations contract. We have prepared and attached an operations contract, Exhibit 'L' for this project and an annual budget including revenues, expenses and golf round/type, Exhibit 'F'.

FIRM NAME: Midwest Landscape Group, Inc.

SECTION 5: VENDOR QUESTIONNAIRE – continued

19. **List all golf course management and operation contract commitments your firm is currently engaged to perform. Give facility address, owners contact information, size and type of facility, contract start and completion dates, and gross annual amount of each contract.**

Facility Name / Address	Contact Information	Facility Size	Facility Type	Date Start	Date Completion	Gross Annual Contract Amount
Polo Fields Golf & CC Louisville, KY	Phone: Fax: Email: Owner	160 Acres	Private Right to Use	1988	1994	$ 4,000,000 Gross Sales
Links at Whitmore Lake Whitmore Lake, MI	Phone: Fax: Email: Owner	140 Acres	Public Daily Fee	1994	1998	$ 1,400,000 Gross Sales
Polo Fields Golf & CC Ann Arbor, MI	Phone: Fax: Email: Owner	370 Acres	Private Right to Use	1994	2003	$ 5,000,000 Gross Sales
Gettysvue Country Club Knoxville, TN	Phone: Fax: Email: Owner	150 Acres	Private Right to Use	1997	1999	$ 3,000,000 Gross Sales
Quail Crossing Evansville, IN	Phone: Fax: Email: Owner	300 Acres	Public Daily Fee	1997	2003	$ 1,200,000 Gross Sales

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Firm Representative: B N. Kilmer - Pres

Representative's Name: Bruce N. Kilmer
(print)

Firm Name: Midwest Landscape Group, Inc.

Address: 5470 Huron Hills Dr., Commerce Twp., MI 48382

Phone Number: (248) 613-6584

Fax Number: (248) 360-2647

E-mail: bkilmer7406@comcast.net

Date: December 3, 2009

SECTION 6: INSURANCE REQUIREMENTS

Insurance Requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE**. At time of award, the required Insurance Certificate must be submitted to Mr. Stephen Cooperrider, Risk Manager, within 5 days of the verbal/ electronic request. The RFP cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed **(248) 526-5129** to the City Offices, and is the only document accepted in this format.

In addition, proposals must include a letter or insurance certificate from the proposers insurance agent or carrier that the insurance to be supplied will meet specifications. See paragraph titled IMPORTANT below.

(X) We can meet the specified insurance requirements. Attached, Exhibit 'M'

( ) We cannot meet the specified insurance requirements.

( ) We do not carry the specified limits but can obtain the additional insurance coverage of $ _____ at the cost of $ _____ .
Note: Please note the amendments on a sample insurance certificate and attach it to your proposal.

( ) Our proposal is reduced by $ _____ if we lower the requirements to $_____.
Note: Please note the amendments on a sample insurance certificate and attach it to your proposal.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications shall result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION: A bidder shall complete the above portion that details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to proposal submission.

IMPORTANT: A bidder **must** submit with their proposal on the designated opening date and time a letter or insurance certificate from their insurance agent or carrier that the insurance to be supplied will meet specifications. A bidder will be considered non-qualified if an acceptable letter or certificate is not received with the proposal documents.

FINAL INSURANCE CERTIFICATE SUBMISSION:
Prior to Troy City Council approval of a final Agreement, the City of Troy will provide verbal / electronic notification to submit within five (5) days a fully executed insurance certificate(s) in accordance with specifications. The firm will be considered non-responsive and the proposal un-awardable if an acceptable insurance certificate is not received within the specified timeframe.

Bruce N. Kilmer **being duly authorized to execute contracts for** Midwest Landscape Group, Inc.
(Print Full Name) (Company Name)

hereby acknowledges that once accepted by the Risk Manager, the specified insurance certificate for RFP-COT 09-44 shall remain in full force and effect during the life of the contract.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: B.N. Kilmer - Pres

FIRM NAME: Midwest Landscape Group, Inc.

SECTION 7: PROPOSAL FORM

The undersigned proposes TO PROVIDE EIGHT (8) YEAR REQUIREMENTS OF GOLF COURSE MANAGEMENT SERVICES FOR BOTH MUNICIPAL CITY OF TROY GOLF COURSES WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL FOUR (4) YEAR PERIODS, in accordance with the specifications attached hereto and to be considered an integral part hereof as follows:

FIRM NAME: Midwest Landscape Group, Inc.

RETURN SCHEDULE:

PROPOSAL A: Annual Return for Sylvan Glen and Sanctuary Lakes Golf Courses

Operator agrees to pay the City of Troy for the use of the premises the amount listed below. The annual amount of return is to be received by the City as net, free and clear of all costs and charges arising from or relating to said premises, payable in twelve (12) equal payments by the end of each month of operation.

$ 325,000.00* **/ Annual Return**

*Plus an additional negotiated percentage on revenues in excess of $2,300,000.00.

NOTE: As part of the operational plan, firms must indicate what will be done with the City equipment provided. The City will consider a leasing arrangement, an outright buy and/or no use of City equipment.

OPTIONAL

PROPOSAL B: Operation of Sanctuary Lakes Golf Course ONLY, for thirty (30) years

The undersigned proposes TO PROVIDE THIRTY (30) YEAR REQUIREMENTS OF GOLF COURSE MANAGEMENT SERVICES FOR SANCTUARY LAKE GOLF COURSE, in accordance with the specifications attached hereto and to be considered an integral part hereof as follows:

Operator agrees to pay the City of Troy for the use of the premises the amount listed below for the next twenty-one (21) years. The annual amount of return is to be received by the City as net, free and clear of all costs and charges arising from or relating to said premises, payable in twelve (12) equal payments by the end of each month of operation. The Operator will continue to operate the course starting the 22nd through 30th year with no payment to the City.

$ N/A **/ Annual Return for years 1 – 21**

FEE SCHEDULE – YEAR 1:

In addition, a copy of your firm's complete fee schedule listing green fees, cart fees, and all other charges for the first year must be provided. The rate schedule must include resident and non-residents rates. **NOTE:** *Rates must be approved by the City prior to the start of each new season.*

Fee schedule attached and labeled Exhibit 'N' for identification purposes.

SECTION 8: PROPOSAL TERMS AND CONDITIONS

MANDATORY PRE-PROPOSAL MEETING – SITE INSPECTION:
All bidders ***are required to*** attend the mandatory pre-proposal meeting in order to examine each location to determine the set-up and facilities that exist. **The pre-proposal meeting is scheduled for TUESDAY, NOVEMBER 17, 2009 starting at 11:30 AM E.S.T. The meeting will begin at Sylvan Glen Golf Course Pro Shop and will proceed to Sanctuary Lakes Golf Course.** This will be the only opportunity for bidders to examine the sites with City staff. If a bidder does not attend the pre-proposal meeting, that bidder will be considered non-responsive and no longer eligible for award.

(X) Our Firm attended the Mandatory Pre-proposal Meeting on November 17, 2009.

SIGNATURE:
Each authorized representative of the firm must sign the proposal with their usual signature and shall give their full business address. Proposals submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter.

RETAIN PROPOSALS:
The City reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ/RFP, unless clearly and specifically noted in the proposal submitted and confirmed between the City of Troy and the firm selected.

LAWS:
All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.

ADDITIONAL INFORMATION:
For additional information or questions concerning this project, please contact Ms. Carol Anderson, Parks and Recreation Director, at (248) 524-3488.

AWARD OF CONTRACT:
The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the RFQ / RFP, evaluation of the return schedule, professional competence, positive references that include evidence of successful operation of at least two (2) similar sized golf courses, understanding of the project, sample business plan included, insurance requirements met, and the correlation of the proposal submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy. The intent is to award the contract to one firm.

The City of Troy reserves the right to award to the firm providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal to the most effective total package which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications; to accept Proposal A and reject optional Proposal B; to accept optional Proposal B and reject Proposal A.

In addition, the City reserves the right to continue the management of golf course operations with City forces and not award a contract, if determined to be in the City's best interest, as it relates to the proposed revenues and debt obligations of the City (see Exhibit F – Debt Schedule).

FIRM NAME: Midwest Landscape Group, Inc.

SECTION 8: PROPOSAL TERMS AND CONDITIONS – continued

RIGHT TO REQUEST ADDITIONAL INFORMATION:
The City reserves the right to request any additional information it deems necessary from any firm responding to this RFQ / RFP after the documents have been received.

RIGHT TO NEGOTIATE FINAL AGREEMENT:
The City of Troy reserves the right to negotiate a final written agreement with the highest rated firm. Even though bonds have not been explicitly specified for this contract, the City at its option may require the successful firm to issue performance, labor and materials payment, and maintenance bonds as part of the final Agreement.

CONTRACT DOCUMENT:
After the Troy City Council has approved the award, the City of Troy Purchasing Department will notify the successful firm. The successful firm once notified, will be required to sign the final Agreement form. The proposal documents in conjunction with the Agreement form from the City of Troy will create a bilateral contract between the parties, and the successful firm shall commit to perform the contract in accordance with specifications.

COMMENCEMENT DATE:
The successful firm should assume all operations within ninety (90) days of award unless otherwise agreed upon.

(X) Our firm can meet this commencement schedule
( ) Our firm cannot meet this commencement schedule but offers: _____

The City of Troy is the only party to this contract that may authorize amendment of this schedule.

ORDINANCES AND REGULATIONS:
The Operator shall be required to comply with all ordinances, regulations and requirements of the City of Troy and all other laws, regulations, etc. pertinent to the construction and maintenance of all buildings and grounds.

PERMITS:
The Operator will be required to obtain all necessary permits, as required, for construction or maintenance work performed at both facilities. Any fees associated with the permits will be the responsibility of the Operator.

TAXES:
The successful firm will be responsible for all personal property taxes for both City and Operator owned equipment that is utilized under this contract.

FIRM NAME: Midwest Landscape Group, Inc.

ITIONS – continued

URE PAGE

ward, whichever comes first, except the successful firm whose return ract.

BRM: KL - PRES

s bid and understands that he/she shall be responsible for any as issued.

_____

ıc. _____

ADDRESS 5470 Huron Hills Dr. CITY Commerce Twp. STATE MI ZIP 48382

TELEPHONE NUMBER (248) 613-6584 FAX NUMBER (248) 360-2647

REPRESENTATIVE'S NAME Bruce N. Kilmer

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print) BRM: KL - PRES.

PAYMENT TERMS: 12 Equal Monthly Payments EMAIL: bkilmer7406@comcast.net
payable by the end of each month of operation.

COMMENCEMENT DATE: **AS SPECIFIED**

EXCEPTIONS:
Any exceptions, substitutions, deviations, etc. from City specifications and this proposal must be stated below. The reason(s) for the exception, substitution, and/or deviation are an integral part of this proposal offer:

In the addendum, bonding was added without any detail. The actual bond cost will be reflected after clarification.

ACKNOWLEDGEMENT: I, Bruce N. Kilmer, certify that I have read the Instructions to Bidders (3 Pages) and that the proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: BRM: KL - PRES

IMPORTANT: All City of Troy purchases require a **MATERIAL SAFETY DATA SHEET**, where applicable, in compliance with the **MIOSHA** "Right to Know" Law.

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS: PRICES QUOTED SHALL BE IN U.S. CURRENCY.

SECTION 11: FORMS - continued

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Bruce N. Kilmer, being duly sworn deposed, says that he
(Print Full Name)

is President of Midwest Landscape Group, Inc. The party making the foregoing proposal or bid,
(State Official Capacity in Company)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING PROPOSAL

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 5 day of January, 2009 in and for Oakland County.

My commission expires:

PAMELA A GILBERT
Notary Public - Michigan
Oakland County
My Commission Expires Sep 20, 2011
Acting in the County of OAK

Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Bruce N. Kilmer, bearing the office title of President, whose signature is affixed to this proposal, is duly authorized to execute contracts.

~~A partnership, all members of which, with addresses, is:~~

~~AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

MIDWEST LANDSCAPE GROUP INC

• Landscape Construction • Golf Course Renovation • Athletic Field Construction

RECENT GOLF RENOVATION LIST

ATLAS VALLEY CC ***GENESSEE, MI*** *DON CHILDS & ASSOC*	BUNKER CONSTRUCTION AND RENOVATION	80,000
CARLS GOLFLAND II ***PLYMOUTH, MI*** *DON CHILDS & ASSOC*	COMPLETE RECONSTRUCTION OF TEES, GREENS AND RANGE	250,000
ST JOHNS GOLF AND CONFERENCE CENTER *DON CHILDS & ASSOC*	UNDERDRAINAGE, TEE RECONSTRUCTION, RESHAPE FAIRWAYS & BUNKERS	520,000
CARLS GOLFLAND ***BLOOMFIELD HILLS, MI*** *DON CHILDS & ASSOC*	COMPLETE RECONSTRUCTION OF TEES, GREENS AND RANGE	400,000
RIDGEWOOD GOLF COURSE CITY OF PARMA, OH *DON CHILDS & ASSOC*	TEE AND CART PATH CONSTRUCTION	180,000

5470 Huron Hills Drive • Commerce, Michigan 48382 • Phone: (248) 360-2640 • Fax: (248) 360-2647

MIDWEST LANDSCAPE GROUP INC

• Landscape Construction • Golf Course Renovation • Athletic Field Construction

RECENT PROJECT LIST

DEARBORN PUBLIC SCHOOLS – DEARBORN HS *FORESITE DESIGN*	SYNTHETIC FOOTBALL STADIUM AND SITE WORK 2009	600,000
UNIVERSITY OF MICHIGAN	NATURAL FOOTBALL PRACTICE FIELD 2009	150,000
CLARENCEVILLE HS *FORESITE DESIGN*	NATURAL FOOTBALL FIELD AND TRACK STADIUM 2009	320,000
DEARBORN PUBLIC SCHOOLS – EDSEL FORD HS *FORESITE DESIGN*	SYNTHETIC FOOTBALL, TENNIS COURTS (8), SOCCER FIELD HOCKEY, PRACTICE, BASEBALL AND SOFTBALL 2008	1,300,000
ANN ARBOR PUBLIC SCHOOLS – SKYLINE HS *BECKETT & RAEDER, INC*	NATURAL BASEBALL FIELD AND SOFTBALL FIELDS (2) 2008	300,000
TRI-STATE UNIVERSITY *MONDO SYN TURF*	SYNTHETIC FOOTBALL STADIUM 2008	225,000
DEARBORN PUBLIC SCHOOLS – FORDSON HS *FORESITE DESIGN*	SYNTHETIC FOOTBALL AND SOCCER (2 FIELDS), TENNIS COURTS (8) AND TRACK 2007	975,000
FRASER PUBLIC SCHOOLS FRASER HS *FORESITE DESIGN*	SYNTHETIC FOOTBALL AND TRACK STADIUM AND TENNIS COURTS (8) 2006	1,322,000
UNIVERSITY OF MICHIGAN	BASEBALL AND SOFTBALL STADIUMS – NATURAL 2006/2007	300,000
BROTHER RICE H.S. *FORESITE DESIGN*	SYNTHETIC FOOTBALL(1) LACROSSE/SOCCER(1) 2005/2006	600,000

5470 Huron Hills Drive • Commerce, Michigan 48382 • Phone: (248) 360-2640 • Fax: (248) 360-2647

MIDWEST LANDSCAPE GROUP INC

• Landscape Construction • Golf Course Renovation • Athletic Field Construction

CANTON HIGH SCHOOL *GRISSIM/METZ*	NATURAL SAND BASED SOCCER FIELD 2005	200,000
McCARTNEY STADIUM *CINNCINATTI PUBLIC*	SYNTHETIC FOOTBALL PRACTICE FIELD 2005	200,000
BLOOMFIELD PUBLIC SCHOOLS – ANDOVER HS *FORESITE DESIGN*	SYNTHETIC FOOTBALL SUMMER 2005	325,000
WALLED LAKE SCHOOLS *FORESITE DESIGN*	SYNTHETIC FOOTBALL/SOCCER WINTER/SPRING 2005 (2 FIELDS)	700,000
NOVI CATHOLIC CENTRAL H.S. *GRISSIM /METZ*	SYNTHETIC FOOTBALL/SOCCER FALL 2004 (1 FIELD)	200,000
LIVONIA PUBLIC SCHOOLS *FORESITE DESIGN*	SYNTHETIC FOOTBALL/SOCCER BASEBALL INFIELD RENOVATION SPRING/SUMMER 2004 (6 FIELDS/2 AT EACH HIGH SCHOOL)	1,300,000
MADONNA UNIVERSITY *GRISSIM/METZ*	NATURAL GRASS BASEBALL STADIUM – SUMMER 2003	600,000

REFERENCE LIST

FORESITE DESIGN, INC
BRUCE LEMONS
(248) 547-7757

GRISSIM-METZ ANDRIESE & ASSOC
RICH HOUDEK
(248) 347-7010

BECKETT & RAEDER, INC
CAREY BAKER
(734) 663-2622

BARTON MALOW COMPANY
JASON POWERS – PROJECT MGR
(586) 615-0245

DEARBORN PUBLIC SCHOOLS
JEFF BUREK – FACILITIES DIR.
(313) 827-3204

WAYNE WESTLAND SCHOOLS
MIKE McCUSKER OP SUPERVISOR
(734) 419-2160

5470 Huron Hills Drive • Commerce, Michigan 48382 • Phone: (248) 360-2640 • Fax: (248) 360-2647

CARL'S GOLFLAND®
1976 S. TELEGRAPH RD., BLOOMFIELD HILLS, MI 48302
(248) 335-8095 • (248) 335-7762 FAX (248) 335-4150

March 20, 1999

To Whom It May Concern,

In the fall of 1997, Midwest completed our driving range renovation. The renovation was completed in accordance with plans developed by Don Childs and Associates.

We are very impressed and satisfied with the renovation improvements constructed by Midwest. Their attention to detail from initiation of the project through completion of the renovation was very evident. The detail combined with a full understanding of the construction time line and budget allowed us to complete the renovation in a timely and most cost-effective manner. In addition, as the renovation evolved, Midwest demonstrated flexibility as significant modifications were implemented. From the inception of construction, Midwest Landscape Group, Inc. utilized the appropriate equipment and manpower to complete the project.

Anyone interested in renovating any type of golf course facility will benefit by having Midwest Landscape Group, Inc as a part of their construction team. I highly recommend Midwest as a contractor for your project.

Sincerely,

Carl Rose

Ridgewood Golf Course, City of Parma

Ted Benze
Golf Course Superintendent
6505 Ridge Rd.
Parma, Ohio 44129

Telephone 440-885-8878

February 15, 1999

To whom this may concern,

As superintendent of Ridgewood Golf Course, I take pleasure in writing this letter of recommendation for the company of Midwest Landscape Group, Inc.. This past fall Ridgewood Golf Course, established in 1925, implemented the first phase of its master plan developed by Don Childs and Associates. Don Childs originally recommended Midwest Landscape Group Inc.to us. We were very satisfied with his recommendation and, in turn, have been highly recommending Midwest Landscape Group, Inc..

We were told they were very qualified and would be very golf course conscious. This was immediately evident when they arrived with their equipment. All equipment was selected to be golf course friendly. In addition, they were dedicated and professional, putting in long hours in order to complete the project before winter. We also were very impressed with the thought that went into their decisions. No matter what the situation presented to them, (bad weather, equipment down time, or delivery problems) they were always productive.

The City of Parma during the bid process, requires us to select the lowest or best bid, Midwest Landscape Group, Inc. proved to be both. We will not hesitate to use them in any future project and highly recommend them.

Sincerely yours,

Ted Benze

Wayne-Westland Community Schools

Accredited by the North Central Association of Colleges and Schools

33415 Myrtle / Wayne, Michigan 48184 / (734) 419-2160 / FAX (734) 595-2551

GREGORY J. BARACY Ed.D.
Superintendent

MAINTENANCE & OPERATIONS DEPARTMENT

TONY SPISAK
Executive Director

MICHAEL McCUSKER
Supervisor of Operations

GILBERT ADAMS
Supervisor of Operations

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321-1158

Re: Midwest Landscape Group, Inc.
Bruce Kilmer

To Whom It May Concern:

The Midwest Landscape Group, Inc. has done numerous projects for us in the last three years. This past year they have completed projects totaling $383,885.00. The projects included complete renovations of two athletic fields as well as some other maintenance projects.

The work performed by the Midwest Landscape Group, Inc. has been of exceptional quality. Bruce Kilmer was a pleasure to work with. I would not hesitate to recommend Midwest Landscape Group, Inc. in the future.

Sincerely,

Mike McCusker

Mike McCusker
Supervisor of Operations

Cc Bruce Kilmer

TRENTON PUBLIC SCHOOLS
TRENTON, MICHIGAN

NEIL E. VAN RIPER
ADMINISTRATION BUILDING
LARRY D. LEAPLEY, Ed.D.
Superintendent
CAROL A. WALLMAN
Director of Human Resources
ELIZABETH A. ROSS-KINNINGER
Director of Curriculum
WILLIAM D. MULL
Business Manager
2603 CHARLTON ROAD
TRENTON, MICHIGAN 48183
(734) 676-8600
(734) 676-4851 FAX

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CRISTINE F. HOWE
BRUCE J. WYKE

November 13, 2002

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321-1158

RE: Midwest Landscape Group, Inc.
Bruce Kilmer

To Whom It May Concern:

The purpose of this letter is to inform you that Midwest Landscape Group, Inc. has completed the renovation project for two athletic fields belonging to the Trenton Public Schools to the complete satisfaction of the owner. The final contract price was $266,149.00.

The work performed by Midwest Landscape Group, Inc. has been of exceptional quality. No disputes arose during this entire project. I would not hesitate to contract with or recommend Midwest Landscape Group, Inc. in the future. Midwest Landscape Group, Inc. has been one of the very best contractors the school district has had the pleasure of working with.

Sincerely,

William Mull

William Mull
Business Manager

CC: Bruce Kilmer

North Central Association

We're Building Tomorrow Today!

Landscape Architecture Civil Engineering
300 East Cady St. Northville, MI 48167
248. 347. 7010 FAX 248. 347. 7005

GRISSIM METZ ASSOCIATES ANDRIESE

December 10, 2003

Mr. Bruce Kilmer
Midwest Landscape Group
5470 Huron Hills Dr.
Commerce, MI 48382

Dear Bruce,

It is not often that I have the opportunity to design a job then have a contractor who has as much passion about the project as the owner and myself but I can honestly say you have met the challenge. As with any project there are unforeseen conditions and problems which often arise, but it was a great relief to work with someone who is definitely a team player and willing to be a part of the solution instead of part of the problem. I appreciate all your help and team spirit.

Because of your dedication to the project I believe we have created a wonderful field for Madonna University, and I wanted to offer my sincere gratitude to you for helping make this a successful and enjoyable project.

If there is anything I can do to help you in the future, please do not hesitate to contact me and I hope that I will have the pleasure of working with you again in the near future.

Please extend my thanks to Mike and your crew for all their efforts as well. I wish you, your staff and family a wonderful Holiday Season.

Sincerely,

Richard G. Houdek, ASLA
Senior Associate

RGH/mw

LIVONIA PUBLIC SCHOOLS
Serving portions of Livonia and Westland
15125 Farmington Road • Livonia, Michigan 48154-5474 • Phone (734) 744-2500

January 25, 2005

Mr. Bruce N. Kilmer
President
Midwest Landscape
5470 Huron Hills Drive
Commerce, Michigan 48382

Dear Bruce:

Last week when I was closing the account for the installation of the artificial football/soccer and baseball fields I realized that I had not taken the opportunity to formally thank you for your portion of the work.

During the past ten years I have had the opportunity to work with numerous contractors and it is rare that I find one that is as concerned about honesty, quality and schedule as yourself. On the days I visited the work site you always took time to discuss what was being done and the upcoming schedule. If there were unforeseen issues, I felt comfortable that you were providing the best information available and options on what was required to complete the job. Other members of your staff also demonstrated the same level of concern and they should be commended for their efforts.

Thank you again for all your efforts and I could not have asked for a better contractor client relationship.

Sincerely,

David L. Watson
Director of Operations

jy
w-d_105

Division of Operations

DEARBORN SCHOOLS

Learning

For

Life

January 23, 2008

Re: Midwest Landscape Group, Inc.
Bruce Kilmer

To Whom it May Concern:

I am pleased to write this letter of recommendation on behalf of Midwest Landscape, Inc. This past summer I had the pleasure of working with Bruce Kilmer of Midwest, I found him to be highly motivated and always willing to work together to solve any problems that occurred on the job. I was very impressed with the company's attention to detail; the project they were responsible for was completed on time, in budget and to our mutual satisfaction.

In the future I would not hesitate to contract Midwest to do more landscape work for the Dearborn Public Schools.

Please contact me if any further information is needed.

Jeffery B. Burek

Plant Operations Supervisor,
Dearborn Public Schools
313-827-3204

Dearborn, MI
Phone: 313-827-3204
Fax: 313-582-4984

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Mike Schowalter
Patty Schowalter
Tom Schowalter
Preston True
David Woodward

BOYS & GIRLS CLUBS
of South Oakland County
1545 East Lincoln, Royal Oak, MI 48067**
881 Livernois, Ferndale, MI 48220
Phone #: 248.544.4166 / Fax #: 248.545.7688
www.boysandgirlsclub.us

MICS 9103

Brett Tillander
Chief Professional Officer

July 2, 2009

Mr. Bruce Kilmer
5470 Huron Hills Drive
Commerce, MI 48382

Dear Bruce:

On behalf of the Boys & Girls Clubs of South Oakland County, please accept our sincere and heart-felt thanks for the beautiful work you and your team did in taking a modest baseball field and turning it into one that is really a baseball field!

Your work was so conscientious and professional, Bruce. Please know how much we appreciate your thoroughness and timeliness in getting this spectacular addition to the Club's Sports, Fitness & Recreation program completed.

The field is getting a lot of use right now! Our kids have the great opportunity of playing on a very excellent ball field. Thank you again, Bruce, and please extend our thanks and appreciation to your crew as well.

Sincerely,

Brett Tillander
Chief Professional Officer

Sally Owen
Senior Vice President of Development

HONORARY TRUSTEES
Judge Terrence Brennan, State Representative Marie Donigan, Mayor Jim Ellison, City Manager Tom Hoover, State Senator Gilda Jacobs, Police Chief Michael Kitchen, State Senator John Pappageorge, State Representative Andy Meisner, Superintendent Dr. Tom Moline, Mayor Craig Covey, Police Chief Ted Quisenberry, Judge Daniel Sawicki, Fire Chief Roger Schmidt and Fire Chief Wil White

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United Way
United Way for Southeastern Michigan

*denotes Past Board Chair
**Administrative Mailing Address at the Jack & Patti Salter Community Center

From: "Lowell Weaver" <lweaver@themedalist.com>
To: <craigkilmer@att.net>
Sent: Wednesday, December 02, 2009 5:24 PM
Subject: work timeline letter

12-01-2009

To whom it may concern,

I began working for Mr. Kilmer in the spring of 1994 as a Superintendent in charge of building The Links @ Whitmore Lake golf course. We were able to completely finish the golf course by the end of the 1994 season and opened to the public in April of 1995. In the fall of 1996 I was promoted to General Manager of the facility and remained in that capacity until February of 1999. My new job description included running the golf shop and food and beverage operations as well as working as the Superintendent. During that time we were able to grow our rounds and revenue on a consistent basis. The last year at the facility our round total had reached 30,000 rounds.

In February of 1999 I was approached by Mr. Kilmer to move to another facility in Marshall, Michigan called The Medalist Golf Club that he was purchasing. I accepted the challenge. The Medalist is a very nice facility but was new and fighting many issues when I arrived. During the first year we only had 11,000 rounds. But through much hard work Mr. Kilmer and I were able to increase that number to almost 19,000 rounds by 2003. In 2009 we will surpass 23,000 for the first time and will also set a record for revenues.

During my time working for Mr. Kilmer he gave me a chance to grow and prosper in many different ways. He trusted my ability to make good decisions and was there to help whenever I had questions and gave me guidance when I asked for it. I appreciate the confidence shown to me by Mr. Kilmer and his ability to think outside of the box by letting a golf course Superintendent move up the ranks to General Manager. I think that it played a major role in me being able to prosper in the golf industry in a state that has seen many declines in the industry. For that I will always be grateful.

Sincerely,

Lowell Weaver II
The Medalist Golf Club
269-789-4653
www.themedalist.com

HEALTH INSURANCE ADMINISTRATION, INC.
111 N. Wing St. • Northville, MI 48167 • (248) 349-8680 • Fax (248) 349-5169

November 30, 2009

To whom it may concern,

I have known Craig Kilmer on a business and personal level since 1984. My office provided business insurance for his employees at Kilmer Landscape, Inc. from 1984 to 1993. When Craig started Polo Fields Golf & Country Club in 1995, we again provided insurance benefits for his employees.

In addition, I joined the Polo Fields Golf & Country Club in 1995 as a full member. The quality of his facility and the professionally run club has been a very enjoyable experience.

Craig has shown over the years to be one of the utmost business professionals I have known on a business and personal basis. I can highly recommend Craig in any business endeavor he may choose to pursue in the future.

If you have any questions, please contact me directly.

Regards,

M. Daley Hill, MBA, CLU, ChFC
President

From: "dreiff" <dreiff@comcast.net>
To: <craigkilmer@att.net>
Sent: Wednesday, December 02, 2009 9:04 AM
Subject: letter

To Whom It May Concern.

I have known Craig Kilmer since February of 1998 when I joined our local Golf and Country Club. He managed the club and welcomed me in. Craig ran the club as a true professional. He hired an excellent crew both for the dining room as well as the grounds area. I have seen Craig manage a budget while maintaining a happy, satisfied membership. He had a good rapport with his staff and the members. During my 35 years as a member of country clubs, I know the effort and skill it takes to achieve this balance. I would highly recommend Craig Kilmer as a manager of any type of club.

Sincerely, Donald E. Reiff

MIDWEST LANDSCAPE GROUP, INC.
(a Michigan "S" corporation)

FINANCIAL STATEMENTS
December 31, 2008

Board of Directors
Midwest Landscape Group, Inc.
5470 Huron Hills Drive
Commerce, MI 48382

Honorable Members:

We have reviewed the accompanying Balance Sheet of

MIDWEST LANDSCAPE GROUP, INC.
(a Michigan "S" corporation)

as of December 31, 2008, and the related Statements of Earnings and Retained Earnings and Cash Flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Midwest Landscape Group, Inc.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is an expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on the review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

MARCHIN WAGNER & COMPANY
Professional Corporation
Certified Public Accountants

April 27, 2009

MIDWEST LANDSCAPE GROUP, INC.
(a Michigan "S" corporation)

BALANCE SHEET
December 31, 2008

ASSETS

Current assets:		
Cash in bank		$136,933
Short-term investments		133,169
Accounts receivable, trade (Note A)		193,800
Total current assets		463,902
Fixed assets, at cost (Notes A and C)	$ 555,183	
Less, accumulated depreciation	(131,989)	
Net fixed assets		423,194
Total assets		$ 887,096

See Accountants' Review Report and the accompanying notes to the financial statements which are integral parts of this report.

LIABILITIES		
Current liabilities:		
Accrued expenses		$ 2,317
Notes payable - current portion (Note C)		32,974
Total current liabilities		35,291
Long-term liabilities:		
Notes payable – long term portion (Note C)	43,799	
Total long-term liabilities		43,799
Total liabilities		79,090
STOCKHOLDERS' EQUITY		
Common stock, $1 par value, authorized 60,000 shares, issued and outstanding 2,000 shares	$ 2,000	
Retained earnings	806,006	
Total stockholders' equity		808,006
Total liabilities and stockholders' equity		$ 887,096

MIDWEST LANDSCAPE GROUP, INC.

STATEMENT OF EARNINGS AND RETAINED EARNINGS
For the year ended December 31, 2008

	Amount	Per cent of sales
Net sales	$1,709,134	100.0%
Cost of sales	1,362,229	79.7
Gross margin	346,905	20.3
Operating expenses (Schedule A)	162,983	9.6
Operating earnings	183,922	10.7
Other Income (expense):		
Gain on the sale of equipment	30,000	1.8
Interest and dividend income	5,877	.3
Interest expense	(2,341)	(.1)
Total other income (expense)	33,536	2.0
Net earnings (Note B)	217,458	12.7%
Retained earnings at beginning of year	770,730	
	988,188	
Shareholder distributions	(90,000)	
Unrealized loss on investment securities	(92,182)	
Retained earnings at end of year	$ 806,006	

See Accountants' Review Report and the accompanying notes to the financial statements which are integral parts of this report.

MIDWEST LANDSCAPE GROUP, INC.

STATEMENT OF CASH FLOWS
For the year ended December 31, 2008

Net earnings	$ 217,458	
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	20,109	
Unrealized loss on investment securities	(92,182)	
Decrease in accounts receivable	57,146	
Decrease in accrued expenses	(4,001)	
Net cash provided by operating activities		$ 198,530
Cash flows from in investing activities:		
Fixed asset acquisitions	(129,715)	
Net cash used in investing activities		(129,175)
Cash flows from financing activities:		
Proceeds from equipment financing	100,110	
Payments on notes payable	(51,359)	
Dividends paid	(90,000)	
Net cash used in financing activities		(41,249)
Net increase (decrease) in cash and cash equivalents		28,106
Cash and cash equivalents at beginning of year		241,996
Cash and cash equivalents at end of year		$ 270,102

See Accountants' Review Report and the accompanying notes to the financial statements which are integral parts of this report.

MIDWEST LANDSCAPE GROUP, INC.

NOTES TO THE FINANCIAL STATEMENTS
December 31, 2008
(See Accountants' Review Report)

NOTE A – Summary of Significant Accounting Policies

Method of accounting – These financial statements are presented using the accrual method of accounting.

Inventories – Inventories are stated at the lower of cost or market. Cost prices are determined by the first-in, first-out method.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Property and equipment and related depreciation – Property and equipment, including major renewals and improvements, are stated at cost. Depreciation is provided over the estimated useful lives of the assets using straight-line and accelerated methods for both financial reporting and income tax purposes. When properties are disposed of, the related costs and accumulated depreciation are removed from the respective accounts, and any gain or loss on disposition is recognized currently. Maintenance and repairs, which do not improve the productive capacity or extend the useful lives of the assets, are expensed as incurred. Useful lives used for depreciation purposes are as follows:

Category	Useful lives
Machinery and equipment	Seven years

Cash flows – For the purpose of the statement of cash flows, the Corporation considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Corporation places operating capital with high credit quality financial institutions. At times, such investments may be in excess of the FDIC insurance limits.

Nature of operations and concentration of credit risk – Midwest Landscape Group, Inc., is primarily engaged as a construction contractor. The Corporation grants credit in the form of trade contracts receivables. Consequently, the Company's ability to collect the amounts due from customers is affected by fluctuations in the overall economy.

MIDWEST LANDSCAPE GROUP, INC.

NOTES TO THE FINANCIAL STATEMENTS
(continued)
December 31, 2008
(See Accountants' Review Report)

NOTE B – Income Taxes

Midwest Landscape Group, Inc., has elected under Subchapter S of the Internal Revenue Code to have its earnings included in the individual tax returns of its stockholders. Therefore, no provision for Federal Income Tax is necessary on the earnings of this Corporation for the year ended December 31, 2008.

NOTE C – Notes payable

Details of the notes payable as of December 31, 2008, are as follows:

Note payable, Michigan CAT, dated July 1, 2008, payable in forty-eight monthly installments of $1,457.06 including interest at 4.80 per cent per annum. The note is secured by machinery and equipment.

Note payable, Michigan CAT, dated February 1, 2008, payable in thirty-six monthly installments of $1,426.25 without interest. The note is secured by machinery and equipment.

NOTE D – Supplemental Disclosures of Cash Flow Information

Cash paid during the year ended December 31, 2008, for interest (net of amount capitalized)	$ 2,341

The information included in the accompanying schedules is presented only for supplementary analysis purposes. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements. We are not aware of any material modifications that should be made thereto.

MIDWEST LANDSCAPE GROUP, INC.

SCHEDULE A

SCHEDULE OF OPERATING EXPENSES
For the year ended December 31, 2008
(See Accountants' Review Report)

	Amount	Per cent of sales
Net sales	$1,709,134	100.0%
Operating expenses:		
Accounting and legal	9,580	.6
Automotive expense	44,408	2.6
Bank charges	343	.0
Bonding expense	12,416	.7
Commissions	2,039	.1
Dues and subscriptions	600	.0
Insurance	24,722	1.5
Meals, entertainment and travel	18,872	1.1
Profit sharing expense	4,300	.3
Permits, licenses and fees	2,279	.1
Repairs and maintenance	11,462	.7
Rent	3,300	.2
Taxes	23,188	1.4
Telephone	3,630	.2
Training and education	1,844	.1
Total selling, general and administrative expenses	$ 162,983	9.6%

MIDWEST LANDSCAPE GROUP, INC.
(a Michigan "S" corporation)

BALANCE SHEET (IN HOUSE)
July 22, 2009

ASSETS

Current assets:		
Cash on hand and in banks		$156,912.00
Short-term investments		14,000.00
Accounts receivable, trade		322,411.00
Short-term notes receivable		46,000.00
Other short-term assets		20,000.00
Total current assets		$559,323.00
Other Assets – Real Estate, at cost		$198,061.00
Fixed assets, at cost	$ 565,183.00	
Less, accumulated depreciation and amortization	(141,989.00)	
Net fixed assets		$423,194.00
Total assets		$1,180,578.00

MIDWEST LANDSCAPE GROUP, INC.
(a Michigan "S" corporation)

BALANCE SHEET (IN HOUSE)
July 22, 2009

LIABILITIES		
Current liabilities:		
Accounts payable, trade		$160,044.00
Notes payable – current portion		19,500.00
Line of credit - Comerica		100,000.00
Total current liabilities		$279,544.00
Long-term liabilities:		
Notes payable – long-term portion	$ 53,696.00	
Total long-term liabilities		$ 53,696.00
Total liabilities		$333,240.00
STOCKHOLDERS' EQUITY		
Common stock $1 par value, authorized 60,000 shares, issued and outstanding 2,000 shares	$ 2,000.00	
Retained earnings	845,338.00	
Total stockholders' equity		$847,338.00
Total liabilities and stockholders' equity		$1,180,578.00

MIDWEST LANDSCAPE GROUP, INC.

STATEMENT OF EARNINGS AND RETAINED EARNINGS
For the partial year, July 22, 2009

	Amount	Per cent of sales
Net sales	$848,709	100.0%
Cost of sales	607,007	71.5
Gross margin	241,702	28.5
Operating expenses (Schedule A)	86,944	10.2
Operating earnings	154,758	18.3
Other Income (expense):		
Gain on the sale of equipment	0	0
Interest and dividend income	0	0
Interest expense	(426)	(0)
Total other income (expense)	(426)	0.1
Net earnings (Note B)	154,332	18.2%
Retained earnings at beginning of year	806,006	
	960,338	
Shareholder distributions	(115,000)	
Unrealized loss on investment securities	(0)	
Retained earnings at end of year (July 22, 2009)	$ 845,338	

See Accountants' Review Report and the accompanying notes to the financial statements

MIDWEST LANDSCAPE GROUP, INC.

SCHEDULE A

SCHEDULE OF OPERATING EXPENSES
For the year ended July 22, 2009
(See Accountants' Review Report)

	Amount	Per cent of sales
Net sales	$848,709	100.0%
Operating expenses:		
Accounting and legal	1,758	.2
Automotive expense	16,328	1.6
Bank charges	66	.0
Bonding expense	11,541	1.2
Commissions	0	.0
Dues and subscriptions	600	.0
Insurance	14,693	1.5
Meals, entertainment and travel	7,500	.7
Profit sharing expense	1,986	.2
Permits, licenses and fees	2,573	.2
Repairs and maintenance	3,500	.4
Rent	3,500	.4
Taxes	20,312	2.0
Telephone	1,932	.2
Training and education	655	.1
Total selling, general and administrative expenses	$ 86,944	8.75%

Former Firm Name

Kilmer's, Inc. – Walled Lake, MI – 1973-2000

•Construction company, golf course construction
•Built (2) 18-hole public golf facilities
•Built (3) private, right to use, 18 hole golf facilities
•Performed several renovations of public and private 18 hole golf courses
•Landscape, irrigation and maintenance company
•Liquidated company. Employee and ownership base were no longer able to travel out of state due to changes in family obligations (i.e. marriage, children.)

Golf Course Facility Experience

Polo Fields Golf & Country Club – Louisville, KY – 1988-1995

The first private, right to use country club built by Kilmer's, Inc. in 1988. A local Louisville land developer gave us the land for an 18 hole golf facility. We built the golf course a 12,000 s.f. clubhouse facility. We owned and operated this facility through 1994, during which time we built the membership to 500 people with over $1,200,000.00 in food and beverage sales and $4,000,000.00 in total gross sales. We sold our position in 1994.

Links at Whitmore Lake – Whitmore Lake, MI – 1993-1999

This was the first daily fee public 18 hole golf course built by Kilmer's, Inc. in 1994. A local owner had purchased the property and tried to start the facility but was under capitalized and without financing. We partnered with him, added capital and established the required financing with a local banking institution. We constructed the 18 hole golf course and a 6,000 s.f. clubhouse. We operated the golf course and food and beverage until 1999, at which time the original owner purchased our position.

Polo Fields Golf & Country Club – Ann Arbor, MI – 1994-2003

This is the second private, right to use country club built by Kilmer's, Inc. This project included 350 home sites and a 36,000 s.f. clubhouse. Construction on this project began in 1994 and the golf course was built in a 120-day construction period, being open for play in June of 1995. We built 5 phases of home sites, totaling 350+ residential sites, as well as the construction of a 36,000 s.f. clubhouse and 10,000 s.f. maintenance facility. Between 1994 and 2001 we sold in excess of 800 memberships, built food and beverage revenues to $2,500,000.00 with total gross sales of $5,000,000.00, including a banquet facility. In 2003 we sold our position to our other partner in the project.

Gettysvue Golf & Country Club – Knoxville, TN – 1996-1998

This was our third private, right to use country club that was built in 1996-1997. A friend of the local developer in Louisville, Kentucky offered us the land for an 18 hole facility and $500,000.00 in cash to own, build and operate the country club. We established financing and started construction in 1996 with the 18 hole golf course completed and open 11 months later. In 1997, we constructed a clubhouse and maintenance facility, which were completed for operation in 1998. We set up the operation for this full service club and ran the operation for 24 months. At this time, the local developer took over the country club and all operations.

Quail Crossing Golf Club – Evansville, IN – 1997-2003
This was the second daily fee public golf club we built in 1997. We purchased 300 acres of land and built an18 hole public facility with 250 home sites. The construction and grow-in of the course took 11 months and we owned and operated this facility through 2003, at which time our partner from Polo Fields (Ann Arbor) took over ownership and operations.

Current Firm Name
Midwest Landscape Group, Inc. – 1999-Current
After 12 years of travel out of state, our staff and our families wanted to pursue economic opportunities in our hometown. This construction entity was formed to provide landscape construction services for the Metro-Detroit area. Our primary emphasis has been focused on specialty sports complexes (natural and synthetic) for school systems and universities. We have also continued to pursue our passion for golf with a number of renovations: The (2) Carl's practice facilities, St. John's renovation and the Atlas Valley bunker additions.

Our current bonding capacity of $3.5 million establishes our financial strength as well as our track record for performance on completed projects. We have gained the reputation as the premier builder of athletic facilities in the Detroit area. Our attention to detail, construction schedules and cost containment are witnessed by our extensive reference letters. Also worth noting, is the amount of repeat business with the University of Michigan (3 projects) and the Dearborn Public Schools (3 projects worth over $3.00 million).

The past 30 years of involvement in all aspects of the golf and landscape construction industries demonstrates the competitive advantage we bring to the management of your facilities. We believe the privatization of your 2 golf courses, from an operational point of view, will allow us to reduce labor, increase revenues and increase overall quality, at the same time guaranteeing the City a consistent annual financial payment.

EXHIBIT 'D'

RESUME'

CRAIG A. KILMER
893 Sherbrooke St. Commerce Twp., MI 48382
Phone: (313) 909-0719 Fax: (248) 363-5515

FAMILY STATUS:

Married to Angela Kilmer, September 29, 2001.
Children: Kara 24, Meghan 18 and Macauley 7

SUMMARY OF QUALIFICATION:

Offering more than twenty-five years of professional experience and demonstrated expertise in the following areas and phases of development and construction:

ACQUISITION – ARCHITECTURE – CONSTRUCTION ANALYSIS – SALES – DEVELOPMENT – BUILDING DESIGN – SUPERVISION – FINANCIAL ANALYSIS – GOLF COURSE OPERATIONS – DINING OPERATIONS

LICENSES HELD:

State of Michigan – Residential Builder License #2101182948

Career Highlights / Ownership:

Manager of Midwest Landscape Group, Inc.
Managing Member of Forest Cove Development, LLC
Managing Member of Polo Fields Golf & Country Club, LLC
President of Kilmer's, Inc.
Vice President of Links at Whitmore Lake
Managing Member of Quail Crossing Development, LLC

PROFESSIONAL PROJECTS:

2007 - PRESENT
MIDWEST LANDSCAPE GROUP, INC. – MANAGER
Designed a real estate property acquisition plan. Performed all necessary communication with title companies, municipalities and utilities. Coordinated and supervised all construction trades for the complete renovation of acquired properties.

2006 - PRESENT
MILL RACE OFFICE PARK – OWNER/DEVELOPER
A three building complex including a medical building, restaurant and dental office addition.

Designed the business plan, land acquisition, site plan development, rezoning with Commerce Township, site plan approval process, board approval process, permitting process, sale of Dr. Pulgini dental office addition, banking process, raising all capital needs.

2003–PRESENT
CUSTOM RESIDENTIAL BUILDING PROJECTS

COMMERCE TWP., MICHIGAN
Construction of three custom waterfront homes on Commerce Lake.

HOWELL, MICHIGAN
Construction of eight duplex condominiums

PINCKNEY, MICHIGAN
Construction of a single family home.

1994 – 2003
POLO FIELDS GOLF & COUNTRY CLUB, ANN ARBOR, MICHIGAN – OWNER / DEVELOPER
An 18-hole private country club including a 36,000 square foot clubhouse and 350 home sites.

Performed duties of owner/general manager and established the entire operation including membership sales, administrative, pro shop and golf professional department, maintenance, food and beverage operation with $2,500,000.00 in annual sales, health and fitness and subdivision lot sales.

1997 – 2003
QUAIL CROSSING GOLF CLUB, EVANSVILLE, INDIANA – OWNER / DEVELOPER
An 18-hole public/semi-private golf course with 300 single-family home sites.

Established the entire operation including membership sales, administrative, food and beverage, maintenance, pro shop and golf professional department and subdivision lot sales.

1996-1999
GETTYSVUE COUNTRY CLUB, KNOXVILLE, TENNESSEE – OWNER / DEVELOPER
An 18-hole private country club facility including an 18,000 square foot clubhouse.

Established the entire operation including membership sales, administrative, food and beverage, maintenance and pro shop and golf professional departments.

1993-1999
LINKS AT WHITMORE LAKE, WHITMORE LAKE, MICHIGAN – OWNER / DEVELOPER
An 18-hole public golf course including a 6,000 square foot clubhouse.

Established the entire operation including administrative, food and beverage, maintenance and pro shop departments.

EXHIBIT 'D' cont.

1992 – 1996
SINGLE FAMILY SUBDIVISION DEVELOPMENT

LOON LAKE WOODS, WIXOM, MICHIGAN
A subdivision consisting of 115 single-family home sites.

HURON HILLS, COMMERCE TWP., MICHIGAN
A subdivision consisting of 134 single-family home sites.

1988 – 1995
POLO FIELDS GOLF & COUNTRY CLUB, LOUISVILLE, KENTUCKY – OWNER / DEVELOPER
An 18-hole private country club facility including a 12,000 square foot clubhouse.

Established the entire operation including membership sales, administrative, food and beverage, maintenance and pro shop and golf professional departments.

EXHIBIT 'E'

Overall Statement of Operations
(Vendor Questionnaire – Item #4)

This section outlines our firm's operational plan for the management of the entire operation of Sanctuary Lake and Sylvan Glen golf courses.

Of utmost importance to us is to achieve a seamless transition in the eyes of the customer base. It is going to be extremely important that the customer maintains a positive perception of the services, quality of the facility and its operation.

The first area we will address will be to maximize the number of existing staff that can remain in their current position. It also appears that this is a very important topic within the City of Troy with regard to loyalty, etc.

We will also keep pricing in the first year consistent with 2009 in an effort to demonstrate that the new group in place is dedicated to maintaining affordability for the customer base, especially during our current economic conditions.

We will implement golf course improvements which will further gain the customer respect as to the quality of our operation. These improvements will be most evident at Sanctuary by completing the grow in process of the turf at the edges of the golf course. This area is always the most difficult area to succeed due to irrigation coverage and high traffic around the paths, etc.

In addition to golf course improvements, we will invest in new capital equipment (golf carts) at Sanctuary, which will demonstrate our long term commitment to the customer.

The establishment of an in-house food and beverage operation that will enhance the customer's experience is also a key area for us. It will be important to incorporate a limited menu with outstanding food items that they can look forward to while on property.

These will all be our goals for 2010, to be put in place for Spring startup. The timely transfer of the liquor license is going to be important to the success of the food and beverage operation.

In year 2010, it will be important to analyze how to increase the Sanctuary league play as well as general play to help increase revenues.

Additionally, we will need to analyze how to increase cart revenue at Sylvan Glen. With only 40% of play utilizing carts, it will be the most important area to increase potential revenues, however, until we have a season to review this area, it would be too risky to consider any policy change in this area.

FIRM NAME: Midwest Landscape Group, Inc.
RFP-COT 09-44 – Golf Course Management

EXHIBIT 'E' cont.

Overall Statement of Operations continued
(Vendor Questionnaire – Item #4)

We believe that our ownership/entrepreneurial experience with our past golf ownership will give us the best edge to streamline the expenses and maximize the revenues of both golf facilities. Our firm has its overhead costs covered by its sports fields revenues.

It should also be noted that your facilities would be the only two golf courses that our firm will accept, which will allow full attention to your two facilities by ownership rather than a staff member of another firm.

4a. Course Maintenance and capital improvements including extent and caliber of proposed improvements, method of constructing and City involvement.
Golf course maintenance will occur to the listed specification, which will meet or exceed the current practices. Capital improvements for 2010 are listed in Section 2 – Request for Qualifications.

4b. Golf cart rental program
Utilize existing carts and replace with new as necessary to enhance the customer's experience and perception.

4c. Food and beverage service.
Implement an in-house food and beverage department that will enhance the overall experience of the customer. Establish a limited menu with outstanding food items. Offer the outing packages a full range of options to best achieve their budgets, which will maximize the outing revenue. Put in place the proper food and beverage staff with attitude and professionalism being of most importance.

When we played Sanctuary, we stopped for lunch at Camp Ticonderoga and had an outstanding meal. Our server did an excellent job as well and was very attentive to our needs. It appears that your arrangement with this group has been beneficial to both the City and operator.

4d. Pro shop operation.
Provide professional staff with the proper attitude and staffed to ensure a pleasant experience for the customer. Review current merchandise practices and modify to achieve $3.00 per round at Sanctuary and $2.00 per round at Sylvan Glen.

4e. Golf professional and instructions.
Start with existing golf professional and review program for possible improvements.

EXHIBIT 'E' cont.

Overall Statement of Operations continued
(Vendor Questionnaire – Item #4)

4f. Junior golf program.
Start with existing golf professional and review program for possible improvements.

4g. Special events.
Review current special events to see if this area could be expanded, which would increase overall customer satisfaction and increase revenues.

4h. Driving Range.
Make capital improvements to enhance aesthetics of the driving range as well as improved tee areas for negative weather (artificial turf area.) The driving range is a centerpiece to the golf course and the first thing that the customer uses prior to playing their round. When this area is manicured to the level of the golf course, it will establish the customer's opinion as to the overall quality of the entire facility and increase their experience.

4i. Leagues
League play at Sanctuary has large growth potential whereas Sylvan Glen is closer to capacity. Review if there is a possibility for cross utilization. The fact that carts are required at Sanctuary is substantially increasing the cost to the customer to be involved in league play. For this reason, it will take more effort to achieve the goals that Sylvan Glen has reached. A marketing campaign should be put in place to reach the potential league play. This would include targeting local corporations, retailers, restaurants, bars, etc. that would be likely to have structured groups to help achieve the league goals at Sanctuary.

4j. Grounds maintenance
We played Sanctuary prior to the walkthrough to feel the experience from the customer's point of view. The main play areas of the golf course were in nice condition, however the edges of the golf course still need the grow-in to be completed. These areas are the most difficult to finish due to the irrigation limits and heavy cart traffic, etc. When we bring these areas to completion, the overall condition of the golf course will elevate a notch and will be noticed and respected by the customer.

4k. Public relations and marketing.
Work together to achieve some local, onsite media, which will inform the public of the new partnership formed between the City and a private sector to operate the City of Troy golf facilities. Implement advertising in the local market for more exposure to the golf courses highlighting open play, outings and league play. Work with Camp Ticonderoga with a marketing program targeting their customer base with golf coupons/promotions and the same with our customers to bring them into their restaurant. Direct marketing to the local business, highlighting our services.

EXHIBIT 'E' cont.

4l. Others.
N/A

4m. Detailed schedule of expenditures for both the operational and maintenance portion at both golf courses.
Attached as Sanctuary Lake and Sylvan Glen Budgets 2010 with summary of both courses.

4n. State whether your firm wishes to continue to allow or to stop the winter activities (cross country skiing and sledding at Sylvan Glen.
Midwest Landscape Group will conform to the City of Troy's position on this topic.

EXHIBIT 'F' cont.

FIRM NAME: Midwest Landscape Group, Inc. RFP-COT 09-44 – Golf Course Management

SYLVAN GLEN GOLF COURSE
BUDGET 2010

Revenues		Midwest Budget
Merchandise		$ 67,794.00
Cart rental		
9 Hole		$ 135,697.00
18 Hole		$ 77,022.00
Total Cart Rental		$ 212,719.00
Greens fees		
9 Hole	19,544 @ $ 14.84	$ 290,033.00
18 Hole	12,676 @ $ 26.55	$ 336,548.00
League Play	13,553 @ $ 18.00	$ 243,954.00
Total Greens Fees		$ 870,535.00
Total Revenues		**$ 1,151,048.00**
Expenses - Maintenance		
Maintenance – Labor (including all benefits)		$ 330,000.00
Supplies		$ 130,000.00
Fuel		$ 21,000.00
Tools		$ 2,000.00
Uniforms		$ 600.00
Equipment repairs & maintenance		$ 8,000.00
Rubbish removal		$ 2,500.00
Computer service		$ 1,000.00
Electric		$ 9,000.00
Heat		$ 6,000.00
Water		$ 500.00
Telephone		$ 1,000.00
Vehicle rental - Incl. insurance - 1/2		$ 5,000.00
Dues		$ 200.00
Training / Education		$ 2,000.00
Total Expenses - Maintenance		**$ 518,800.00**

EXHIBIT 'F' cont.

FIRM NAME: Midwest Landscape Group, Inc. RFP-COT 09-44 – Golf Course Management

SYLVAN GLEN GOLF COURSE

BUDGET 2010 cont.

Expenses - Pro Shop	Midwest Budget
Pro Shop labor (including all benefits)	$ 223,300.00
Supplies	$ 6,000.00
Repairs & Maintenance - Building	$ 2,000.00
Pro Shop merchandise	$ 37,455.00
Security system	$ 400.00
Computer system service	$ 2,000.00
Printing	$ 3,000.00
Advertising	$ 5,000.00
Electricity	$ 6,000.00
Heat	$ 4,700.00
Water	$ 700.00
Telephone	$ 1,000.00
Insurance	$ 10,000.00
Total Expenses - Pro Shop	**$ 301,555.00**
TOTAL EXPENSES	**$ 820,355.00**
NET CONTRIBUTION	**$ 330,693.00**

EXHIBIT 'F' cont.

FIRM NAME: Midwest Landscape Group, Inc. RFP-COT 09-44 – Golf Course Management

SANCTUARY LAKE GOLF COURSE
BUDGET 2010

Revenues				Midwest Budget
Merchandise				$ 62,610.00
Cart rental				
9 Hole	12,800	@	$ 10.00	$ 128,000.00
18 Hole	13,912	@	$ 15.00	$ 208,680.00
Total Cart Rental				$ 336,680.00
Greens fees				
9 Hole	9,281	@	$ 14.84	$ 137,730.00
18 Hole	13,912	@	$ 26.55	$ 369,364.00
League Play	4,586	@	$ 18.00	$ 82,548.00
Total Greens Fees				$ 589,642.00
Driving Range				$ 85,853.00
Academy revenue				$ 46,000.00
Lessons				$ 30,000.00
Restaurant				$ 210,000.00
Total Revenues				**$ 1,360,785.00**
Expenses - Maintenance				
Maintenance - Labor (including all benefits)				$ 275,000.00
Supplies				$ 110,000.00
Fuel				$ 14,000.00
Tools				$ 1,000.00
Uniforms				$ 500.00
Equipment repairs & maintenance				$ 8,000.00
Rubbish removal				$ 4,000.00
Computer service				$ 1,000.00
Electric				$ 14,000.00
Heat				$ 2,000.00
Water				$ 1,300.00
Telephone				$ 1,000.00
Vehicle rental - Incl. insurance - 1/2				$ 5,000.00
Dues				$ 200.00
Training / Education				$ 1,000.00
Total Expenses - Maintenance				**$ 438,000.00**

EXHIBIT 'F'

FIRM NAME: Midwest Landscape Group, Inc. RFP-COT 09-44 – Golf Course Management

SANCTUARY LAKE GOLF COURSE (cont.)
BUDGET 2010

Expenses - Pro Shop	Midwest Budget
Pro Shop labor (including all benefits)	$ 208,900.00
Supplies	$ 10,000.00
Repairs & Maintenance - Building	$ 3,000.00
Pro Shop merchandise	$ 33,000.00
Contract labor - Lessons	$ 22,500.00
Contract labor - Academy	$ 34,500.00
Range balls	$ 5,000.00
Security system	$ 1,000.00
Computer system service	$ 2,000.00
Printing	$ 3,000.00
Advertising	$ 5,000.00
Electricity	$ 12,000.00
Heat	$ 5,000.00
Water	$ 1,000.00
Telephone	$ 1,300.00
Insurance	$ 14,000.00
Total Expenses - Pro Shop	$ 361,200.00
Expenses - Restaurant	
Labor (including all benefits)	$ 62,400.00
Food & Beverage	$ 70,000.00
Supplies	$ 10,500.00
Total Expenses - Restaurant	$ 142,900.00
TOTAL EXPENSES	**$ 942,100.00**
NET CONTRIBUTION	**$ 418,685.00**

EXHIBIT 'F'

FIRM NAME: Midwest Landscape Group, Inc. RFP-COT 09-44 – Golf Course Management

SUMMARY – SYLVAN GLEN & SANCTUARY LAKE – 2010 BUDGETS

Sanctuary Lake Contribution	$ 418,685.00
Sylvan Glen Contribution	$ 330,693.00
Gross Contribution	$ 749,378.00
Less: Debt Service	($ 180,000.00)
Less: Reserve	($ 50,000.00)
Less: City of Troy Annual Payment	($ 325,000.00)
ANNUAL PROJECTED PROFIT	**$ 194,378.00**

Exhibit 'G'

Position Title	Description	Quantity
General Manager	Oversees all operations, pro shop, maintenance, food & beverage, advertising, etc.	1 Full Time
Pro Shop Manager	Manage pro shop and staff for green fees, cart fees, pro shop merchandise, range, tee times, outings, league play, starters & rangers.	2 Seasonal
Accountant	Produce all monthly financial statements, process daily receipts.	1 Full Time
Cashiers	Pro shop sales	10 Part Time
Starters/Rangers		23 Part Time
Food & Beverage Manager	Manages front of house	1 Seasonal
Cook	Preparation of all food daily, including outing food preparation	2 Part Time
Food & Beverage Server		5 Part Time
GC Superintendent	Manage all maintenance duties, responsible for overall condition of both courses and annual expenses.	1 Full Time
Asst. GC Superintendent	Operates maintenance crew with direction from Superintendent	2 Full Time
Maintenance Crew	Daily maintenance with direction from Asst. GC Superintendent	19 Seasonal
Mechanic	All mechanical repairs and maintenance	1 Full Time

FIRM NAME: Midwest Landscape Group, Inc.
RFP-COT 09-44 – Golf Course Management

Exhibit 'H'

Labor Relations
Throughout our business career, we have operated under union requirements on a job by job basis.

Contractual/Legal Issues
The majority of all our work is contractual with a listing of specifications attached so we are familiar with this type of relationship.

Legal Issues
We have had minimal legal issues throughout our business career. Occasional non-payment from a client would require legal assistance. We have never had any legal issues relative to contract performance or our ability to fulfill our obligations.

Personnel Benefits
We have provided and maintained health and dental programs, life insurance plans, 401K plans and cafeteria programs. Additionally we have provided and tracked vacation, sick and personal time as well as bonus programs.

Orientation and Training
Our policy is to clearly describe the employees' responsibilities and expectations in the orientation process and it is our duty to place the employee under experienced supervision to properly train for the task at hand.

EXHIBIT 'I' - SAMPLE REPORT
Sanctuary Lake
Annual Budget
January through December 2010

	Jan 10	Feb 10	Mar 10	Apr 10	May 10	Jun 10	Jul 10
Ordinary Income/Expense							
Income							
Merchandise							
Cart Rental							
Golf Fees							
Driving Range							
Lesson Revenue							
Restaurant - F & B							
Total Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses - Maintenance							
Maintenance Labor (Incl. FICA & benefits)							
Supplies							
Fuelid							
Tools							
Uniforms							
Equipment maintenance - outside							
Rubbish removal							
Computer service							
Electric							
Heat							
Water							
Telephone							
Vehicle Rental							
Dues							
Training/Education							
Total Expenses - Maintenance							
Expenses - Pro Shop							
Pro Shop labor (Inc. FICA & benefits)							
Golf Cart Lease Expense							
Supplies							
Repairs & Maintenance - Building							
Pro Shop Merchandise							
Contract Labor - Lessons							
Security System							
Computer Service							
Printing							
Electricity							
Heat							
Water							
Telephone							
Miscellaneous Sales Tax							
Miscellaneous - Other Insurance							
Miscellaneous							
Total Expenses - Pro Shop							
Expenses - Food & Beverage							
Labor (Incl. FICA & Benefits)							
Food							
Beverage							
Supplies							
Total Expenses - Food & Beverage							
Total Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Ordinary Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT 'I' - SAMPLE REPORT
Sanctuary Lake
Annual Budget
January through December 2010

	Aug 10	Sep 10	Oct 10	Nov 10	Dec 10	TOTAL Jan - Dec 10
Ordinary Income/Expense						
Income						
Merchandise						62,610.00
Cart Rental						313,062.00
Golf Fees						474,132.00
Driving Range						78,049.00
Lesson Revenue						28,708.00
Restaurant - F & B						210,000.00
Total Income	0.00	0.00	0.00	0.00	0.00	1,166,561.00
Gross Profit	0.00	0.00	0.00	0.00	0.00	1,166,561.00
Expenses - Maintenance						
Maintenance Labor (Incl. FICA & benefits)						223,920.00
Supplies						93,000.00
Fuelid						14,000.00
Tools						1,000.00
Uniforms						478.00
Equipment maintenance - outside						6,000.00
Rubbish removal						4,000.00
Computer service						1,000.00
Electric						14,019.00
Heat						1,843.00
Water						1,283.00
Telephone						1,000.00
Vehicle Rental						5,000.00
Dues						117.00
Training/Education						465.00
Total Expenses - Maintenance						367,125.00
Expenses - Pro Shop						
Pro Shop labor (Inc. FICA & benefits)						146,400.00
Golf Cart Lease Expense						0.00
Supplies						11,751.00
Repairs & Maintenance - Building						3,000.00
Pro Shop Merchandise						43,827.00
Contract Labor - Lessons						20,000.00
Security System						1,050.00
Computer Service						4,000.00
Printing						3,000.00
Electricity						12,000.00
Heat						5,000.00
Water						1,000.00
Telephone						1,300.00
Miscellaneous Sales Tax						25,000.00
Miscellaneous - Other Insurance						14,000.00
Miscellaneous						5,000.00
Total Expenses - Pro Shop						296,328.00
Expenses - Food & Beverage						
Labor (Incl. FICA & Benefits)						62,400.00
Food						70,000.00
Beverage					208.00	Incl.
Supplies						10,500.00
Total Expenses - Food & Beverage						142,900.00
Total Expense	0.00	0.00	0.00	0.00	208.00	806,353.00
Net Ordinary Income	0.00	0.00	0.00	0.00	-208.00	360,208.00
Net Income	0.00	0.00	0.00	0.00	-208.00	360,208.00

EXHIBIT 'I' - SAMPLE REPORT cont.

Sanctuary Lake

Income Statement

Actuals vs. Budget

January through April 2010

	January 2010			February 2010			March 2010		
	Actual	Budget	$ Over Budget	Actual	Budget	$ Over Budget	Actual	Budget	$ Over Budget
Ordinary Income/Expense									
Income									
Merchandise									
Cart Rental									
Golf Fees									
Driving Range									
Lesson Revenue									
Restaurant - F & B - Lease Fee Only									
Total Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses - Maintenance									
Maintenance Labor (Incl. FICA & benefits)									
Supplies									
Fueld									
Tools									
Uniforms									
Equipment maintenance - outside									
Rubbish removal									
Computer service									
Electric									
Heat									
Water									
Telephone									
Vehicle Rental									
Dues									
Training/Education									
Total Expenses - Maintenance									
Expenses - Pro Shop									
Pro Shop labor (Inc. FICA & benefits)									
Golf Cart Lease Expense									
Supplies									
Repairs & Maintenance - Building									
Pro Shop Merchandise									
Contract Labor - Lessons									
Security System									
Computer Service									
Printing									
Electricity									
Heat									
Water									
Telephone									
Miscellaneous Sales Tax									
Miscellaneous - Other Insurance									
Miscellaneous									
Total Expenses - Pro Shop									
Expenses - Food & Beverage									
Labor (Incl. FICA & Benefits)									
Food									
Beverage									
Supplies									
Total Expenses - Food & Beverage									
Total Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Ordinary Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT 'I' - SAMPLE REPORT cont.

Sanctuary Lake

Income Statement

Actuals vs. Budget

January through April 2010

	April 2010			TOTAL Jan. to Apr. 2010		
	Actual	Budget	$ Over Budget	Actual	Budget	$ Over Budget
Ordinary Income/Expense						
Income						
Merchandise						
Cart Rental						
Golf Fees						
Driving Range						
Lesson Revenue						
Restaurant - F & B - Lease Fee Only						
Total Income	0.00	0.00	0.00			
Gross Profit	0.00	0.00	0.00			
Expenses - Maintenance						
Maintenance Labor (Incl. FICA & benefits)						
Supplies						
Fuelid						
Tools						
Uniforms						
Equipment maintenance - outside						
Rubbish removal						
Computer service						
Electric						
Heat						
Water						
Telephone						
Vehicle Rental						
Dues						
Training/Education						
Total Expenses - Maintenance						
Expenses - Pro Shop						
Pro Shop labor (Inc. FICA & benefits)						
Golf Cart Lease Expense						
Supplies						
Repairs & Maintenance - Building						
Pro Shop Merchandise						
Contract Labor - Lessons						
Security System						
Computer Service						
Printing						
Electricity						
Heat						
Water						
Telephone						
Miscellaneous Sales Tax						
Miscellaneous - Other Insurance						
Miscellaneous						
Total Expenses - Pro Shop						
Expenses - Food & Beverage						
Labor (Incl. FICA & Benefits)						
Food						
Beverage						
Supplies						
Total Expenses - Food & Beverage						
Total Expense	0.00	0.00	0.00			
Net Ordinary Income	0.00	0.00	0.00			
Net Income	0.00	0.00	0.00			

EXHIBIT 'I' - SAMPLE REPORT cont.

Sanctuary Lake

Golf Round Breakdown

Actuals vs. Projected

January through April 2010

	April 2010			TOTAL Jan. to Apr. 2010		
	Actual	Projected	Difference	Actual	Budget	$ Over Budget
Weekday						
9 Hole Regular						
18 Hole AM Special						
9 Hole AM Special						
18 Hole PM Special						
9 Hole PM Special						
18 Hole Senior/Junior						
9 Hole Senior/Junior						
Outings - 18 Hole						
Leagues - 9 Hole						
Weekend						
9 Hole Regular						
18 Hole AM Special						
18 Hole PM Special						
Outings - 18 Hole						
Leagues - 9 Hole						
TOTALS						
Driving Range						
Large Bucket						
Small Bucket						

EXHIBIT 'I' - SAMPLE REPORT cont.

Sanctuary Lake

Golf Round Breakdown

Actuals vs. Projected

January through April 2010

	January 2010			February 2010			March 2010		
	Actual	Projected	Difference	Actual	Projected	Difference	Actual	Projected	Difference
Weekday									
9 Hole Regular									
18 Hole AM Special									
9 Hole AM Special									
18 Hole PM Special									
9 Hole PM Special									
18 Hole Senior/Junior									
9 Hole Senior/Junior									
Outings - 18 Hole									
Leagues - 9 Hole									
Weekend									
9 Hole Regular									
18 Hole AM Special									
18 Hole PM Special									
Outings - 18 Hole									
Leagues - 9 Hole									
TOTALS									
Driving Range									
Large Bucket									
Small Bucket									

Exhibit 'J'

Our Exhibit 'C', included in this bid lists all of our prior experiences with the ownership and operation of 5 golf courses. In each project we hired a qualified superintendent that has had the experience necessary for that project.

In the case of the Troy project, it is our intention to hire the existing superintendent that has been with your facility for more than 20 years. This is contingent on an interview with Danny McDonald, that it is his desire to join our organization, our economic package meeting his needs as well as an added compensation package including a vehicle allowance, bonus plan, etc. Based on his responses to the interview we will finalize his employment.

If we are unable to reach an agreement with Danny McDonald, we will immediately start the interview process to secure our head superintendent for this project. This same process will occur with all of the balance of the current staff prior to us seeking staff from the outside to complete our hiring needs.

As to the sample maintenance conditions report, we will use any form acceptable to the City of Troy.

Exhibit 'K'

We have owned and operated 5 golf facilities including 3 private, right to use and 2 daily fee public golf courses. The pro shop area is where the customer experience starts. Proper attitude and efficiency sets the stage for the customer's overall experience. Having control of this area is of utmost importance. Timely tee times, friendly response and minimizing potential issues help the customer leave your facility with the best impression possible.

A clean, organized pro shop and nicely displayed merchandise with a soft sell approach as to what is available to the customer will maximize each ticket sale. The appearance of the pro shop staff is also important to demonstrate a professional image of the organization.

EXHIBIT 'L'

SAMPLE CONTRACT

SANCTUARY LAKE AND SYLVAN GLEN GOLF COURSE MANAGEMENT AGREEMENT
GENERAL TERMS AND CONDITIONS – SAMPLE CONTRACT LANGUAGE

I. **LENGTH OF AGREEMENT**

This Agreement between the City of Troy (CITY) and Midwest Landscape Group, Inc. (CONTRACTOR) shall be in effect from February 15, 2010 to February 14, 2018. Thereafter, this Agreement will automatically renew for up to 8 one year renewal terms unless either party provides written notice to the other at least twelve months prior to the expiration of the then current initial or renewal term that it does not desire to renew the Agreement.

II. **CITY RESPONSIBILITIES AND REQUIREMENTS**

A. Exclusive Privileges and Obligations

The CITY shall grant to CONTRACTOR the exclusive privilege and obligation to operate Sanctuary Lake and Sylvan Glen Golf Courses, including the following exclusive rights, privileges and obligations:

1. To operate concession rights and the clubhouse/pro shop;
2. To operate food and beverage concessions at Sanctuary Lake;
3. To obtain and rent golf carts and equipment to patrons of the golf courses;
4. To collect greens fees;
5. To provide golf clinics and lessons as stated herein;
6. To sell golf clothing and golf equipment (including balls) in the Pro Shop;
7. To sell merchandise prizes for all events held at the golf course;
8. To attend professional activities such as schools or seminars, which are necessary to maintain and/or improve Contractor's professional status;
9. To rent the clubhouse for outings and special events.

B. Relationship

The relationship between the CITY and the CONTRACTOR shall be contractual and not one of employer/employee.

C. Administrative and Transitional

1. Inspections. The CITY may periodically inspect the premises for maintenance of facilities used by and under the control of the CONTRACTOR for purposes of ascertaining if CITY standards are being met.
2. Disposable Assets. The CITY shall offer for use to the CONTRACTOR all disposable assets including but not limited to maintenance equipment, carts, hand tools, commodities etc. as identified in Schedule I and by this reference made a part hereof. The CONTRACTOR may trade in equipment and replace with like kind throughout the term of the CONTRACT. At the end of the CONTRACT period, CITY shall take over ownership of all equipment, debt free. The value of this equipment shall be similar in value as the equipment at the start of the CONTRACT.

D. Financial Procedures

1. Financial Records. The CITY shall have access to all books, cash register tapes of the CONTRACTOR, kept and/or used in conjunction with the operation of the concessions, said books and records to be made available on-site to the CITY with no advance notice required for inspection and audit by the CITY. No written copies shall be taken from the site.
2. Fees and Charges. The CITY shall approve the amount of all greens fees, cart rental fees and other related charges to be made at the golf course, which shall be in line with the fees from area courses. The CONTRACTOR shall have the right to reduce fees for promotional and marketing purposes. The 2010 fee structure is included as Schedule III and will be furnished to the City for approval each year.

E. Buildings, Grounds and Clubhouse. The CITY shall provide the CONTRACTOR the use of the clubhouse/pro shop buildings, all built-in fixtures, and the area contiguous to the building which may be used as a holding area for rental golf carts at Sanctuary Lake and Sylvan Glen.

III. CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS

A. Obligations and Qualifications

1. General Manager. The CONTRACTOR agrees to provide one (1) on-site General Manager for managing the Sanctuary Lake and Sylvan Glen courses during the term of this Agreement to devote time, attention, and energies to the performances of the duties detailed herein.
2. Revenues. The CONTRACTOR shall receive all revenues generated through this Agreement. This includes but is not limited to green fees, cart rentals, food and beverage at Sanctuary Lake only, gift cards and pro shop merchandise.
3. Consideration to CITY.
   The CONTRACTOR shall pay CITY the amount of Three Hundred Twenty Five Thousand and 00/100 Dollars ($325,000.00) annually.
4. Evaluation. CONTRACTOR shall participate in an annual evaluation of performance by no later than January 15 of each year during the term of this Agreement. The evaluation may cover, but is not limited to:
   (a) Financial performance in comparison with other public golf courses within the metropolitan area.
   (b) Course use including rounds played, concession and cart sales.
   (c) Course care including maintenance and cleanliness of the golf course, clubhouse, fixtures, furnishings, signs and equipment. Since a primary goal of the CITY is to provide affordable golf as a recreational opportunity to all citizens and maximize revenues and performance, if the CONTRACTOR'S operation results in a significant decline in subsection a-c above, as compared to other public golf courses in the metropolitan area, the CITY may notify the CONTRACTOR that he/she is in default. The CONTRACTOR shall have thirty (30) days to cure said default. If the CONTRACTOR fails to cure said default, as determined by the CITY, within the thirty (30) day cure period, the CITY may terminate this Agreement for just cause by sending a notice of termination effective at the end of the then current calendar year. In making its determination regarding CONTRACTOR's default, the CITY shall take into

consideration such factors as what subsidies the other courses receive, any advantages that the other courses might have, how the courses measure against the base line years that are reasonable, any special circumstances that exist, the percentage of equity and investment each parties has made and whether expectations held by the CITY are reasonable, weather, acts of nature, any uncontrollable or unusual turf problems, or any other reasonable facts as my be submitted.

5. Mediation. If the CONTRACTOR disagrees with the CITY's determination that its performance is in default of this Agreement, the CONTRACTOR shall notify the CITY of its objection in writing not less than fifteen (15) days after receipt of the notice of termination, therein identifying the nature of its objection. If the objection cannot be resolved within 60 days thereafter, either party may cause the matter to be submitted to non-binding mediation. Any request for mediation from one party to the other must be in the form of a written notice requesting mediation. Such notice shall identify each disputed matter to be submitted to non-binding mediation. Any request for mediation from one party to the other must be in the form of a written notice requesting mediation. Upon receipt of a written request for mediation, the parties shall execute and acknowledge a written agreement specifying which disputes are to be submitted to the mediator, and the mediation shall be limited to such disputes.
   (a) The parties shall mutually agree on a mediator. If the parties fail to select a mediator fifteen (15) days from the written request for mediation, then such mediator shall be chosen by the presiding officer of the Oakland County Bar Association. Should the party requesting mediation fail to propose a mediator within ten (10) days of its demand, its right to mediation shall lapse. Should the other party fail to propose a mediator within the said ten (10) days, then such presiding officer shall appoint as mediator. The mediator may recommend remedies in lieu of termination.
   (b) The costs of mediation shall be shared equally by the parties.
6. Course Maintenance. The CONTRACTOR shall maintain the physical and structural condition of the golf course, including without limitation, the grounds, plants, trees, hole design, paths, water features and other course features, in a least as good condition as it presently exists.
7. Utilities. The CONTRACTOR shall furnish and pay for all public utilities incurred in the use and operation of the facilities referred to in the Agreement.
8. Trash and Snow Removal. The CONTRACTOR shall provide services to keep the golf courses clean and presentable by providing for the hauling of trash and snow. The snow removal shall be provided at Sanctuary Lake golf course only. Snow removal shall be limited to those times that the clubhouse is being used.
9. Clubhouse and Structure Maintenance and Repairs. The CONTRACTOR shall provide all maintenance at its expense to keep the Clubhouse, maintenance and out buildings, signs, fixtures, HVAC and electrical systems, furniture, equipment and structures, with exception to parking lots at the golf course in good working condition. In addition, all repairs, including capital repairs are at the sole obligation of the CONTRACTOR. Capital repairs are subject to prior written approval by the CITY. CONTRACTOR shall provide at least the level of maintenance and repair as provided by CITY prior to this agreement.

10. Tree Trimming and Storm Clean-up. The CONTRACTOR shall provide services to maintain trees within the area of the leased property.
11. Capital Projects. The CONTRACTOR will present anticipated capital improvements to the CITY annually for the CITY's approval.
    (a) CONTRACTOR shall, at its own expense, provide for the payment of all costs and expenses associated with the design, procurement and installation of the Future Improvements.
    (b) CONTRACTOR agrees that all plans and specifications for any Future Improvements shall be prepared and shall be approved by the CITY prior to construction and, where applicable, provide as-built drawings.

B. Financial Procedures.
1. Accounting. CONTRACTOR shall report all revenues and report all expenses in an annual report to be reviewed by the CITY by January 15th of each year for the previous year. CONTRACTOR will provide full access to the CITY of CONTRACTOR's records.
2. Financial Records. The CONTRACTOR shall keep and maintain true and accurate books and financial records of the golf operation (including greens fees, golf cart and other equipment rentals, and all food and beverage concessions), pro shop and the giving of golf lessons. The CONTRACTOR shall provide the CITY, annually, a report of all such financial records between January 1st and January 15th of each year of the Agreement, and more often as requested by the CITY if deemed to be in the public interest to assure that the CITY is receiving all expense information related to the operations of Sanctuary Lake and Sylvan Glen golf courses. CONTRACTOR will provide full access to the CITY of CONTRACTOR's records.
3. Payment of Taxes. CONTRACTOR shall make payment of all sales tax obligations incurred for the sale of taxable items prior to the due date established by the State of Michigan.
4. Fee Collection. The CONTRACTOR shall collect all greens fees, gift card fees, tournament fees, golf cart rentals and facility rentals for Sanctuary Lake and Sylvan Glen golf courses, and food and beverage sales at Sanctuary Lake golf course.
5. Purchase or Lease of Supplies and Equipment. The CONTRACTOR shall be responsible for the purchase or lease of all new equipment including, but not limited to, mowers, golf carts, supplies and equipment required to perform their obligations in this Agreement which shall be made in the CONTRACTOR's name and on CONTRACTOR's credit only, not the CITY's. In the event that the CITY terminates this Agreement prior to the end of the initial term, the CITY shall purchase all remaining supplies and equipment essential for the operation of the golf course at its fair market value subject to a third party appraisal at the time of termination. If the CITY terminates this agreement prior to the term and the CONTRACTOR is not in default, the CITY shall assume the remaining terms and conditions of all outstanding leases.

C. Bonds, Insurance and Indemnification Requirements
1. Performance Bond. The CONTRACTOR shall furnish at its own expense, before the effective date hereof, a surety company performance bond in the penal sum of One

Hundred Thousand Dollars ($100,000.00) for the faithful performance of this contract.

2. Insurance and Indemnification. The CONTRACTOR shall purchase and maintain insurance in accordance with the insurance requirements set forth in Schedule II to protect the CONTRACTOR and CITY throughout the duration of this Agreement. The CONTRACTOR shall not commit any act which shall invalidate any policy of insurance.
3. CONTRACTOR Responsibility. The CONTRACTOR will be responsible for any damages whatsoever to property in the custody of the CONTRACTOR or its employees. The CONTRACTOR may not subcontract or assign work for this Agreement without the express written permission of the CITY. If the CONTRACTOR has received written authorization to subcontract work, it is agreed that all subcontractors performing work under this Agreement shall comply with its provisions. It also is expressly understood that all persons employed by the CONTRACTOR, either directly or indirectly, shall be considered employees of the CONTRACTOR and not employees of the CITY.
4. Licenses and Permits. The CONTRACTOR shall be responsible for obtaining all necessary permits and licenses for full operation of the course and concessions (e.g., beer and liquor).

D. Concession Operations
1. Food and Beverage Concession. The CONTRACTOR shall operate and maintain at Sanctuary Lake a concession room to be open and available to the public at reasonable times daily during the golfing season for the sale of food and beverage equal to or greater than that supplied in 2009.
2. Pro Shop.
   (a) Equipment. The CONTRACTOR shall operate a Pro Shop concession to include, but not limited to, golf carts and the sale of golf clothing, supplies and equipment.
   (b) Golf Lessons. The CONTRACTOR at its option shall provide for golf lessons at a reasonable price to the general public desiring such lessons. The charge for such lessons to be determined by the CONTRACTOR. In addition, the CONTRACTOR will participate with the City of Troy Parks and Recreation Department in a similar program used in the 2009 season contingent on meeting with the Parks and Recreation Department and understanding all of the terms involved.
3. Advertising. The CONTRACTOR shall be responsible for all advertising costs.

E. Buildings, Grounds and Maintenance
1. Accessibility. The golf courses shall be open from March 15th through November 15th, dependent on weather conditions, from dawn to dusk.
2. Cleanliness. The CONTRACTOR shall conduct the concession in a sanitary and creditable manner, keeping the premises and areas contiguous to the building in a tidy and presentable condition at all times. CONTRACTOR shall maintain any public restrooms in or about the clubhouse. CONTRACTOR shall also keep clean any other area where refuse accumulates from the operation of the concessions and clubhouse.

3. Course Maintenance Schedules and Rates. CONTRACTOR shall keep accurate, up-to-date and detailed records of chemical and fertilizer application schedules and rates, irrigation schedules and rates, aerification and top dressing schedules, and other agreed-upon critical course maintenance elements.
4. Alterations or Improvements. The CONTRACTOR shall make no structural alterations, additions or improvements to the golf course, clubhouse or other facilities without the written approval of the CITY. The CONTRACTOR shall submit such plans and specifications to CITY for CITY'S approval.

F. Supervision

The CONTRACTOR shall provide suitable supervision of Sanctuary Lake and Sylvan Glen golf courses including the golf course, clubhouse and all concession activities being conducted therein. Such supervision shall ensure the orderliness of activities so as not to permit any unlawful or disorderly conduct on the premises.

1. Absence of General Manager. The general manager shall not be absent from the golf course for longer than three consecutive days during the golf season without the approval of the Parks and Recreation Director or its designee. During any absence in excess of three days, the CONTRACTOR shall be required to appoint an adult supervisor fully qualified to perform the duties of manager as stated herein.
2. Staffing. Employees needed to carry out the CONTRACTOR's provisions of this Agreement shall be the employees of the CONTRACTOR. The CONTRACTOR's choice of personnel will be respected by the CITY to the maximum extent. The CITY recognizes that the CONTRACTOR has the right and obligation to employ a staff capable of performing assigned duties. The CONTRACTOR shall utilize starters and rangers for supervision, attendants to sell golf tickets, reservations, tournament registrations, and food and drink concessions. Such personnel will be on duty continuously during golf hours on all weekdays, weekends and holidays during the golfing season. The golf season shall be defined as the period of time during which the CITY's golf courses are officially open, generally between March 15th and November 15th but not limited to such.
3. Staff Limitations. The CONTRACTOR's hiring practices will comply with all State and Federal laws. The CONTRACTOR's employees shall not be eligible for any CITY employee rights or benefits. Further, the CITY reserves the right to advise but not demand the dismissal of any employee of the CONTRACTOR's whose performance or actions are perceived by the CITY as detrimental to the operation of the premises of Sanctuary Lake and Sylvan Glen golf courses.
4. Uniforms. The CONTRACTOR shall ensure that his employees present themselves in a neat, clean and courteous manner at all times.
5. Accident Reports. The CONTRACTOR shall report all injuries to golf course patrons on the from supplied by the CITY. The original of this completed form shall be filed with the CITY within one week of the date of the injury.
6. Subcontracting. The CONTRACTOR may, if necessary, subcontract services performed under the Agreement, such as catering of food, but shall be held responsible for the adequate provisions of and payment for such services by the subcontractor and for full liability and obligations for the performance of such subcontractor. No such approval shall make the CITY a party of or to any subcontract or subject the CITY to liability of any kind to any subcontractor. The

subcontractor and his/her employees shall be considered as employees of the CONTRACTOR.

IV. **GENERAL PROVISIONS:**

A. Encumbrances and Liens. Neither CONTRACTOR nor anyone claiming, by, through, or under CONTRACTOR shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever, upon said premises or improvement thereon, and notice is given that no contractor, subcontractor, or anyone else who may furnish any material, service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon, and for the further security of CITY, CONTRACTOR covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material or labor.

B. Assignment. The CONTRACTOR shall not assign this Agreement, sublease the premises, or allow the use of the premises by any other party without first obtaining the written consent of the CITY endorsed on or incorporated in any such assignment, sublease or subagreement. Any assignment made without so first obtaining written consent of CITY shall be null and void, shall confer no rights on any third party, and shall be cause for cancellation of this Agreement by CITY or at CITY's option. This provision against such assignment, sublease, or use shall be deemed to be a continuing covenant and shall apply not only to the CONTRACTOR herein, but to any and all assignees of said Agreement and to anyone who may, in any manner, acquire any interest therein. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators and assigns of the parties hereto. Notwithstanding anything herein to the contrary, this Agreement may be assigned to a corporation controlled by the CONTRACTOR.

C. Modification. CONTRACTOR is granted only such rights and privileges as are explicitly set out in this Agreement. None of the covenants, provisions, terms or conditions of this Agreement to be kept or performed by CITY and CONTRACTOR shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by both parties and delivered to CITY and CONTRACTOR. This Agreement contains the whole agreement of the parties.

D. Rights and Remedies. The various rights, powers, options, elections, and remedies of either party provided in this Agreement shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged

E. Cancellation. In the event of any material breach by the CONTRACTOR under this Agreement, which shall continue more than thirty (30) days after receipt of written notice to cure said default, the CITY may terminate this Agreement and the privileges granted hereunder by giving thirty (30) days written notice to CONTRACTOR. In the event the CITY fails to carry out the material terms and provisions of this Agreement, and such failure continues for more than thirty (30) days after receipt of notice to cure said breach, the CONTRACTOR may terminate this Agreement by giving thirty (30) days written notice to the CITY.

F. Notices, Communications. All complaints by CITY with regard to the operation of the concessions included in the Agreement shall be directed in writing to CONTRACTOR by the CITY or his designee. All complaints by CONTRACTOR directed to CITY shall be in writing to the Parks and Recreation Director. Notices as provided for in this Agreement shall be given to the respective parties hereto in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, by the United States mail and so deposited in a United States mail box.

G. Personal Property. All personal property in the subject premises shall be at the risk of the CONTRACTOR, and CITY shall not be liable for any damage or loss either to person or property sustained by CONTRACTOR unless the loss was caused by the failure of the CITY to fulfill its obligation under the Agreement.

H. Bankruptcy. If CONTRACTOR shall become insolvent or be declared bankrupt or said premises shall come into the possession of any receiver, assignee, or other officer acting under an order of any court, the CITY shall have the right to terminate this Agreement, and in the event CITY shall not exercise such right, the CITY may accept rent from said receiver, trustee or officer in possession thereof, for the term of such occupancy, without impairing or affecting in any way the rights of the CITY under this Agreement.

I. Discrimination. The CITY prohibits discrimination on the basis of age, race, religion, color, creed, sex, sexual orientation, national origin, ancestry or disability in city services, advantages, facilities or privileges. Accordingly, with regard to the use of CITY facilities pursuant to this Agreement, the CITY and CONTRACTOR shall hold such facilities as available to all persons, groups and organizations on an equal basis and without restriction provided such person, groups or organizations observe the Federal, State and Local laws, rules and regulations governing the use of such facilities. CONTRACTOR agrees not to discriminate against its employees on the basis of age, race, religion, color, creed, sex, sexual orientation, national origin, ancestry or disability.

J. Contract Language: Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

K. Termination. Upon the termination by cancellation or otherwise of this Agreement and any extensions thereof, the CONTRACTOR will surrender, yield up, and deliver the premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of CONTRACTOR.

EXHIBIT 'L'

SCHEDULE I

SANCTUARY LAKE EQUIPMENT INVENTORY				
COMMON NAME	CLASS	MODEL	SERIAL	MFG
TORO 3020	TRAP RAKE	3020		TORO
JACOBSON LF3400	FAIRWAY MOWER	LF 3400		JACOBSON
SWISHER TRAIL MOWER	BRUSH CLEARING	N/A		SWISHER
MINI COTA	BOAT MOTOR	N/A		COTA
KING CUTTER	BUNKER SCUFFER	N/A		
BUFFALO BLOW	DEBRIS BLOWER			
STEINER 4X4 UTILITY VEH	HAULER			STEINER
75 POUND DRAG MAT	CORE BREAKER	N/A	N/A	
150 PUND DRAG MAT	CORE BREAKER	N/A	N/A	
MISC TRACTOR BUCKET				
TRACTOR SPIKER	FAIRWAY SPIKER			
STEINER MOW DECK				STEINER
STEINER BRUSH ATTACHMENT				STENIER
STEINER PLOW ATTACHMENT				STEINER
TORO 3500D GROUNDSMASTER	SIDEWINDER			TORO
LESCO 80 POUND SPREADER	FERT SPREADER			LESCO
TURF 2 CARRY ALL	UTILITY CART			CLUB CAR
JACOBSON HAULER 1	UTILITY CART	3500		JACOBSON
JACOBSON HAULER 2	UTILITY CART	3500		JACOBSON
JACOBSON HAULER 3	UTILITY CART	3500		JACOBSON
JACOBSON HAULER 4	UTILITY CART	3500		JACOBSON
JACOBSON HAULER 5	UTILITY CART	3500		JACOBSON
CUB CADET TRACTOR	TRACTOR	8404J		CUB CADET
CUSHMAN	TURF TRUCKSTER	898628		TEXTRON
PUSH BLOWER	LEAF BLOWER			GIANT VAC
PUSH BLOWER	LEAF BLOWER			GIANT VAC
HUSTLER MOWER	ZTR MOWER	Z/926881		HUSTLER
GA 30	AERATOR	GA3O		JACOBSON
JACOBSON GPLEX	GREENS MOWER	GPLEX III		JACOBSON
JACOBSON GPLEX	GREENS MOWER	GPLEX III		JACOBSON
JACOBSON AR	ROUGH MOWER	AR-2500		JACOBSON
JACOBSON LF 2500	FAIRWAY MOWER	LF -2500		JACOBSON
JACOBSON LF 2500	FAIRWAY MOWER	LF -2500		JACOBSON
JACOBSON GPLEX	TEE MOWER	GPLEX III		JACOBSON
JACOBSON GPLEX	TEE MOWER	GPLEX III		JACOBSON
JOHN DEERE MOWER	VERTICUTTING	2234		JOHN DEERE
LELY SPREADER	TRACTOR FERT APP	N/A		LELY
LESCO 80 POUND SPREADER	FERT SPREADER			LESCO
LESCO 80 POUND SPREADER	FERT SPREADER			LESCO
PROFLEX	ROUGH MOWER	120		PROFLEX
SMITHCO PRAYER	SPRAY RIG	15-493		SMITH CO
SMITHCO SANDPRO	TRAP RAKE	3WD		SMITH CO
TORO MOWER	UTL MOWER	GM-3100		TORO
TOP-DRESSER	TOP DRESSING	85802		TURFCO

SCHEDULE I continued

SYLVAN GLEN EQUIPMENT INVENTORY

COMMON NAME	CLASS	MODEL	SERIAL	MFG
CUB CADET TRACTOR	TRACTOR	8404 SS	322500236	CUB CADET
G-PLEX II	GREENS MOWER	898855	99005925	RANSOMES
G-PLEX III	GREENS MOWER	G-PLEX III	DN000482	JACOBSEN
TORO 4000-D #1	ROUGH MOWER	4000-D	30410-220000392	TORO
TORO 4000-D #2	ROUGH MOWER	4000-D	30410-240000294	TORO
TORO 3500-D	BANKS MOWER	SIDEWINDER	30821-210000527	TORO
TORO 3500-D	BANKS MOWER	SIDEWINDER	30839-270000776	TORO
REELMASTER 5410	FAIRWAY MOWER	5410	03670-280001055	TORO
REELMASTER 5410	FAIRWAY MOWER	5410	03670-280001057	TORO
TORO WORKMAN SPRAY	GREENS SPRAYER	3200	07360-270000216	TORO
TORO MULTI PRO 5500	FAIRWAY SPRAYER	5500	41564-200000274	TORO
66 GAL TOW BEHIND	SMALL AREA SPRAYER	66 GAL SPRAYER	40792-200000128	TORO
TORO PRO CORE 648	GREENS AERATOR	648	09200 270000970	TORO
TORO SANDPRO 5040	TRAP RAKE	5040	08705-270000811	TORO
TORO 220-D	DEBRIS BLOWER	220-D	30794-10355	TORO
CLUB CAR CARRY ALL	CART	CARRY ALL 1	HG0748-844972	CLUB CAR
CUSHMAN TRUCKSTER	HEAVY DUTY CART	TRUCKSTER	898628	JACOBSEN
JACOBSEN LF 3400	FAIRFAY VERITCUTTER	67869 LF 3400	1963	JACOBSEN
JOHN DEERE 2500 #1	TEE MOWER	2500 LG GAS	TC2500G030264	JOHN DEERE
JOHN DEERE 2500 #2	TEE MOWER	2501 LG GAS	TC2500G030420	JOHN DEERE
JOHN DEERE 2500 #3	GREENS MOWER	2502 LG GAS	TC2500G030270	JOHN DEERE
JOHN DEERE TRACTOR	LOADER	5210	LV5210S123454	JOHN DEERE
JACOBSEN GREENS KING	GREENS MOWER	GREENS KING VI	62275 1918	JACOBSEN
JACOBSEN GA-30	GREENS AERATOR	544875-8920	142197	JACOBSEN
SMITHCO SWEEPSTAR V62	SWEEPER	78-200	78051	SMITHCO
SMITHCO SWEEPSTAR V62	SWEEPER	78-200	78052	SMITHCO
TURFCO SP1530	TOP DRESSER	85804	G00247	TURFCO
WORKMAN	HEAVY DUTY CART	7367	290000200	TORO
WORKMAN	MEDIUM DUTY CART	7266	290000387	TORO
WORKMAN	MEDIUM DUTY CART	7266	290000380	TORO
WORKMAN	MEDIUM DUTY CART	7266	290000347	TORO
WORKMAN	MEDIUM DUTY CART	7266	290000390	TORO
WORKMAN	MEDIUM DUTY CART	7266	290000391	TORO
PROFORCE	DEBRIS BLOWER	44538	290000370	TORO
TROY BILT ROTOTILLER	TILLER			TROY BILT
BED EDGER	MISCELLANEOUS	F-990H	1671	LITTLE WONDER
FORD TRACTOR	TRACTOR	N/A	N/A	FORD
LF 100	FAIRWAY MOWER	LF-100	CP577-2-2585	JACOBSEN
EZGO TXT FLEET CART	GOLF CART	TXT	992024	TEXTRON
RYAN GREENSAIRE 24	GREENS AERATOR	544872-8720	124397	RYAN
SMALL TOP DRESSOR	SMALL TOP DRESSOR	F-6	N/A	METE-R-MATIC
VICON SPREADER	CHEMICAL SPREADER	2701600	LM22492	VICON
SNOW MOBILE	SNOW MOBILE	VK540	45417078	YAMAHA
JOHN DEERE AERCORE	AERATOR 3PT MOUNT	1500 AERCORE	M01500X010177	JOHN DEERE
BUFFALO TURBINE	BLOWER 3 PT MOUNT	P-TORNADO	5560	AGRICULTURAL
TY-CROP	MATERIAL DELIVERY			TY-CROP EQUIPMENT
CORE HARVESTER	MATERIAL DELIVERY	2701530	LM20493	RYAN
DODGE DUMP TRUCK	MATERIAL DELIVERY	D350	1B6MW3456JS720954	DODGE
TRENCHER	MATERIAL DELIVERY	1620KE	1K1576	DITCH WITCH
FORKS FOR LOADER				

EXHIBIT 'L'

SCHEDULE II

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER
Complete

Sample Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Complete

INSURER A:	XYZ Company
INSURER B:	ABC Company
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Additional Insured - City of Troy - use wording below X Annual Contract Aggregate Limit GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	0001	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 1,000,000
					PRODUCTS - COMP/OP AGG.	$ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	0002	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
A	**EXCESS LIABILITY** X OCCUR CLAIMS MADE	0005	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE	$ 1,000,000
					AGGREGATE	$ 1,000,000
	DEDUCTIBLE					$
	RETENTION $					$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	0003	XX-XX-XX	XX-XX-XX	X WC STATU-TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE - EA EMPLOYEE	$ 100,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
A	**OTHER** Liquor Liability	0004	XX-XX-XX	XX-XX-XX	Limit $1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured under General Liability and Excess Liability: City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, and commissions and/or authorities and their board members, employees and volunteers on ISO Form B or broader.

CERTIFICATE HOLDER | Y | **ADDITIONAL INSURED; INSURER LETTER:** A | CANCELLATION

City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

EXHIBIT 'L'

SCHEDULE III

SANCTUARY LAKE RATE SCHEDULE – 2010 PEAK SEASON											
	Weekday		Weekend		Leagues	Outings – 18 Hole		Driving Range		Range Memberships	
	18 Hole	9 Hole	18 Hole	9 Hole	9 Hole	Weekday	Weekend	Large Bucket	Small Bucket	Individual	Family
Regular		$28		$30	$28	$45	$53	$8	$5	$350	$500
AM Special	$45	$25 (7-9 am)	$53								
PM Special (after 5 pm)	$40 (after 12pm)	$26 (after 5 pm)	$45 (after 12pm)								
Senior/Junior	$26	$20									
*Senior rates apply for those 60 years old and over. Junior rates apply for those 20 years old and under.											
*Disable rates available (Same as Senior rates).											
*All rates include power cart.											

	SANCTUARY LAKE RATE SCHEDULE 2010 OFF PEAK SEASON (Sept. 21 – Nov. 2)				SANCTUARY LAKE RATE SCHEDULE 2010 WINTER RATES (Nov. 3-March 31)			
	Weekday		Weekend		Weekday / Weekend			
	18 Hole	9 Hole	18 Hole	9 Hole	18 Hole	9 Hole		
Regular		$23	$42	$26	$30	$19		
Resident	$38				$30	$19		
Senior/Junior	$23	$19			$23	$19		
PM Special	$30	$19	$34	$23				
*Senior rates apply for those 60 years old and over. Junior rates apply for those 20 years old and under.								
*Disable rates available (Same as Senior rates).								
*All rates include power cart.								

OAKLAND COMPANIES

Corporate Insurance • Bonds • Personal Insurance • Employee Benefits

December 2, 2009

City of Troy
500 West Big Beaver Rd
Troy, MI 48084

To Whom It May Concern:

Oakland Companies is the insurance agent for Midwest Landscape Group, Inc., and has provided their insurance and bonding protection for many years.

Oakland Companies is a well established corporate insurance agency / risk management group based in Troy, Michigan.

We have received the City of Troy bid specifications for the golf course management RFP. We are fully qualified and prepared to bind coverage per the sample certificate contained in the bid specifications.

Please feel free to contact me personally with any questions concerning insurance / bonding for Midwest Landscape Group, Inc.

Sincerely,

John Growney, LIC, CIC
President / Owner

888 West Big Beaver Road, Suite 1200 • Troy, MI 48084 • tel 248.647.2500 • fax 248.647.4689 • ISO 9001 Certified

EXHIBIT 'N' – FEE SCHEDULE

SYLVAN GLEN RATE SCHEDULE – 2010 PEAK SEASON												
	18 Hole Weekday		9 Hole Weekday		18 Hole Weekend		9 Hole Weekend		PM Special* - 18 Hole		PM Special*-9 Hole	
	Walking	With Cart	Walking	With Cart	Walking	With Cart	Walking	With Cart	Walking	With Cart	Walking	With Cart
Regular	$27	$42	$18	$28	$32	$47	$19	$29	$20	$35	$15	$25
Resident	$24	$35	$15	$25	$28	$39	$19	$29	$20	$35	$15	$25
Senior/Junior	$15	$26	$12	$19	$20*	$31*	$14	$21	$20	$35	$15	$25
	League – 9 Hole		Outing - Weekday		Outing - Weekend		Rentals					
	Walking	With Cart	18 Hole	9 Hole	18 Hole	9 Hole	Pull Carts	Golf Clubs				
Regular	$18	$28	$44	$30	$48	$33	$2	$10				
Resident	$15	$25	$44	$30	$48	$33	$2	$10				
League Senior	$12*	$19*	$44	$30	$48	$33	$2	$10				
*Weekend 18 Hole Regular Senior/Junior rates apply after 1 pm. Senior rates apply for those 60 years old and over. Junior rates apply for those 20 years old and under.												
*Disable rates available (Same as Senior rates).												
*PM Special rates apply Saturdays. Sundays and Holidays. 18 Hole rates after 3 pm and 9 Hole rates after 6 pm.												

SYLVAN GLEN RATE SCHEDULE – 2010 OFF PEAK SEASON												
	18 Hole Weekday		9 Hole Weekday		18 Hole Weekend		9 Hole Weekend		Outing – Weekday		Outing - Weekend	
	Walking	With Cart	Walking	With Cart	Walking	With Cart	Walking	With Cart	18 Hole	9 Hole	18 Hole	9 Hole
Regular	$21	$32	$14	$21	$25	$36	$16	$23	$32	$21	$36	$23
Resident	$16	$27	$12	$19	$19	$30			$32	$21	$36	$23
Senior/Junior	$14	$23	$10	$16	$17	$26	$11	$17	$32	$21	$36	$23
	Rentals											
	Pull Carts	Golf Clubs										
Regular	$2	$10										
Resident	$2	$10										
League Senior	$2	$10										
*Senior rates apply for those 60 years old and over. Junior rates apply for those 20 years old and under.												
*Disable rates available (Same as Senior rates).												

SANCTUARY LAKE RATE SCHEDULE – 2010 PEAK SEASON											
	Weekday		Weekend		Leagues	Outings – 18 Hole		Driving Range		Range Memberships	
	18 Hole	9 Hole	18 Hole	9 Hole	9 Hole	Weekday	Weekend	Large Bucket	Small Bucket	Individual	Family
Regular		$28		$30	$28	$45	$53	$8	$5	$350	$500
AM Special	$45	$25 (7-9 am)	$53								
PM Special (after 5 pm)	$40 (after 12pm)	$26 (after 5 pm)	$45 (after 12pm)								
Senior/Junior	$26	$20									
*Senior rates apply for those 60 years old and over. Junior rates apply for those 20 years old and under.											
*Disable rates available (Same as Senior rates).											
*All rates include power cart.											

	SANCTUARY LAKE RATE SCHEDULE 2010 OFF PEAK SEASON (Sept. 21 – Nov. 2)				SANCTUARY LAKE RATE SCHEDULE 2010 WINTER RATES (Nov. 3-March 31)			
	Weekday		Weekend		Weekday / Weekend			
	18 Hole	9 Hole	18 Hole	9 Hole	18 Hole	9 Hole		
Regular		$23	$42	$26	$30	$19		
Resident	$38				$30	$19		
Senior/Junior	$23	$19			$23	$19		
PM Special	$30	$19	$34	$23				
*Senior rates apply for those 60 years old and over. Junior rates apply for those 20 years old and under.								
*Disable rates available (Same as Senior rates).								
*All rates include power cart.								