

AMENDMENT TO GOLF COURSE MANAGEMENT AGREEMENT

This Amendment to Golf Course Management Agreement (this “Amendment”) is entered into as of this ____ day of __, 2023 (the “Effective Date”), by and between the CITY OF TOLEDO (“City”), an Ohio municipal corporation, located at 2201 Ottawa Parkway, Toledo, Ohio, 43606 and THE DAVEY TREE EXPERT COMPANY (“Davey Golf”), an Ohio corporation with an address of 1500 North Mantua Street, Kent, Ohio 44240. Capitalized terms used in this Amendment and not otherwise defined, shall the meanings ascribed to such terms in the Agreement (as defined below).

Recitals

- A. City and Davey Golf entered into that certain Golf Course Management Agreement, dated as of March 23, 2019 (the “Agreement”).
- B. City and Davey Golf desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby amended by deleting Section 3 in its entirety and replacing it with the following:

3. Term of Agreement. The term of this Agreement shall commence on January 1, 2023 (the “Effective Date”), and unless terminated as provided for herein, shall expire on December 31, 2023, and thereafter shall automatically review for successive one-year renewal terms (each an “Extension Term”) providing Davey Golf has met all contract terms and conditions as set forth herein, unless notification is provided to either party by the other party at least sixty (60) days prior to the end of the initial term.

2. The Agreement is hereby amended by adding the following sentence to the end of Section 10:

Notwithstanding anything to the contrary, Davey shall not be liable for any damage, claim, loss or liability arising from or in connection with the food and beverage services, including, without limitation, all alcohol sales, at any of the Golf Courses.

3. The Agreement is hereby amended by deleting Section 12 in its entirety and replacing it with the following:

12. Indemnification and Liability

A. Indemnification by Davey Golf. Davey Golf shall indemnify, defend, and hold harmless City from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees (collectively, "Losses"), to the extent caused by the negligence or willful misconduct of Davey Golf or its employees or agents in connection with this Agreement. Notwithstanding anything to the contrary, Davey Golf's indemnity, defense, and hold harmless obligations will not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of the indemnified party or other third party not controlled by Davey Golf; rather, such indemnification claims will be administered based upon a determination of the degree of comparative fault of each party. Notwithstanding anything to the contrary, Davey Golf's indemnification, defense and hold harmless obligations shall survive the expiration or earlier termination of this Agreement for a period of one year.

B. Indemnification by City. To the fullest extent permitted by applicable law, City shall indemnify, defend, and hold harmless Davey Golf and its affiliates, employees and agents, from and against all Losses (i) to the extent caused by the negligence or willful misconduct of City or its employees or agents in connection with this Agreement, (ii) arising from or in connection with the food and beverage services, including, without limitation, all alcohol sales, at any of the Golf Courses and (iii) arising from or in connection with any recommended capital improvement to any of the Golf Courses for which Davey Golf has given prior written notice to City.

C. Legal Action. The indemnifying party retains the right to select counsel reasonably acceptable to the indemnified party. The indemnified party will provide reasonable cooperation and not unreasonably withhold consent to settle any claims for which the indemnifying party is providing defense or indemnification.

D. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL DAVEY GOLF BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES IN CONNECTION WITH THIS AGREEMENT, AND IN NO EVENT WILL DAVEY GOLF'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE APPLICABLE INSURANCE LIMITS SET FORTH IN THIS AGREEMENT.

4. The Agreement is hereby amended such that the golf course maintenance services performed by Davey Golf will be limited to those services outlined in the 2023 Proposal attached to this Amendment as Exhibit E.

5. Section 5(M) of the Agreement is hereby amended to incorporate the following:
 - A. The Agreement is hereby amended such that Davey Golf will be paid the annual Base Management Fee of seven hundred sixty thousand dollars (“the Base Management Fees”) as outlined in Exhibit E for the services it provides under the Agreement.
 - B. Capital improvements and capital expenditures shall be deemed to include any item purchased or repaired in connection with the operations of the Golf Courses which has an economic useful life in excess of one year and has a cost in excess of \$1,999.00 (collectively, “Capital Improvements”).
 - C. All costs for Capital Improvements shall be the responsibility of City, and all decisions as to whether or not to undertake any Capital Improvement projects or otherwise in respect to any Capital Improvements shall be made by City.

6. The Agreement is hereby amended to incorporate the following:
 - A. Any changes or modifications to the services provided by Davey Golf must be agreed to in writing by Davey Golf.
 - B. City shall provide all equipment systems, including point-of- sale, electronic tee sheets (if deemed necessary), accounting systems, data processing systems/program support, and audit and system/personnel support for purpose of ensuring the consistent and accurate execution of accounting and data processing functions required for the Golf Courses. Any current hardware and/or software currently on-site of the Golf Courses shall be made available to Davey Golf at no cost to Davey Golf. Upon termination of the Agreement, Davey Golf shall return any equipment that was the property of the Golf Course to City, ordinary wear and tear and replacements purchased by Davey Golf excepted.
 - C. Davey Golf will have the sole and exclusive use of the office and general golf equipment and buildings of the Golf Courses. Upon termination or expiration of the Agreement, the office equipment provided by City will remain property of City. Office equipment replaced or added by Davey Golf during the term of the Agreement is and will remain the property of Davey Golf and will be removed by Davey Golf at the termination of the Agreement.
 - D. The equipment as originally identified in Exhibit A is no longer on site. An updated equipment list is to this Amendment as Exhibit F and will be provided by City to Davey Golf. Davey Golf will have the sole and exclusive use of all said equipment and other small equipment and tools for operation of the Golf Courses. Upon termination of the Agreement, the equipment provided by City will remain the

property of City. Equipment provided by Davey Golf will remain the property of Davey Golf and will be removed by Davey Golf upon termination of the Agreement.

7. The Agreement is hereby amended by adding the following to Section 8:

E. Capital Improvements. Davey Golf will have the right to terminate this Agreement if Davey Golf requests in writing that City make a Capital Improvement relating to the safety of customers or staff of a Golf Course, and City declines to make such Capital Improvement within 90 days after receiving such notice.

8. Except as amended and expressly provided in this Amendment, the Agreement and each and every provision in the Agreement remains unchanged by this Amendment, and as so amended, the Agreement remains in full force and effect as of the Effective Date.

9. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective authorized representatives as of the Effective Date.

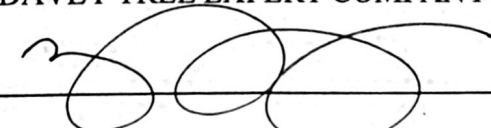
THE CITY OF TOLEDO

By: _____

Print Name: _____

Its: _____

THE DAVEY TREE EXPERT COMPANY

By:  _____ 1/10/2023

Print Name: Zach Young

Its: Business Manager 1/10/2023



2023 PROPOSAL

Collins Park

Detwiler Park

Ottawa Park

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November 18, 2023

City of Toledo Parks & Recreation

2201 Ottawa Dr.

Toledo, OH 43606



Davey Golf, a division of The Davey Tree Expert Company has proudly been maintaining and managing City of Toledo's (COT) three (3) municipal golf courses for the past four (4) years. We possess the necessary experience, skills, and financial resources to operate your golf courses to the quality and standard the Toledo golfing community deserves. Davey's team members understand that Toledo's municipal golf courses are more than just parcels of land, they are cherished parts of the community that promote comradery and life-long memories.

Davey's company culture promotes an ownership mentality yielding professional management and operation of all our facilities. Today thousands of employees own the company's stock. Davey has Residential, Commercial, Consulting, and Utility service operations throughout the United States and Canada and employs over 10,000 people. Our employee-owners are dedicated to providing our clients and your members and guests with our best, every day.

We have a clear, pragmatic, and direct approach to setting and achieving the goals set forth by City of Toledo. Davey Golf will provide residents and guests at each location with quality golf course conditions at a value.

After the initial four (4) year golf course management term, we fully understand the requirements, conditions and unique challenges each of the three COT golf courses present and how to overcome the challenges to provide a quality golfing experience to guests and residents of the City of Toledo.

During the initial term of Davey's Agreement with City of Toledo, Davey would submit actual labor and labor related expenses to the City for reimbursement. Davey would also receive an incentive payment for golf related revenue generation as a means to align interests and promote revenue growth. Variable operating expenses were paid direct by City of Toledo upon Davey submitting a Purchase Order with three (3) competitive quotes. The spirit of this 2023 renewal proposal largely remains the same.

The main difference between the previous Agreement and this proposal is to create a static labor budget that will aid in budgeting and planning purposes for the golf courses.

Should you have any questions or require further information, please feel free to contact us. Thank you for considering Davey Golf. We look forward to the opportunity to continue our working relationship and advancing each of the three municipal golf courses on a path toward sustainable success.

Zach Young

Golf Business Manager
(740) 552-1062

A handwritten signature in blue ink, appearing to read 'Zach Young'.

2023 PROPOSAL SUMMARY—DAVEY GOLF

Davey Golf, a division of the Davey Tree Expert Company looks forward to continuing the partnership with City of Toledo to care for the three municipal golf courses; Collins Park, Detwiler Park and Ottawa Park.

We believe that we have structured the foundation of an Agreement that will advance the overall course conditions and customer satisfaction at each golfing facility. The table below outlines Davey’s proposed service fee, a temporary staffing labor budget and suggested City commitments for fixed and variable operating expenses at each of the three municipal golf courses.

Course	Collins	Detwiler	Ottawa	Combined Total
Davey Service Fee	\$ 121,000.00	\$ 322,300.00	\$ 316,700.00	\$ 760,000.00
Third Party Temp Staffing	\$ 48,000.00	\$ 91,000.00	\$ 91,000.00	\$ 230,000.00
Fixed Operating Expenses	\$ 40,795.15	\$ 163,767.00	\$ 151,000.00	\$ 355,562.15
Variable Operating Expenses	\$ 62,685.00	\$ 130,575.00	\$ 136,325.00	\$ 329,585.00
Course Total	\$ 272,480.15	\$ 707,642.00	\$ 695,025.00	\$ 1,675,147.15

Foundation of golf operations proposal:

- ◆ City of Toledo will retain all revenues as daily cash receipts. Monies will be deposited into a City of Toledo bank account by a Davey employee, approved by City of Toledo.
- ◆ Davey shall provide a complete audit trail of all sales activity and submit reports to City of Toledo for journal entry allocation on a regular basis.
- ◆ Davey will focus on achieving increased, rounds and guest satisfaction at each of the three municipal golf courses.
- ◆ City of Toledo to retain payment responsibility for all operating expenses.
- ◆ Davey will supply managerial consulting as well as all grounds maintenance labor at levels sufficient to service and maintain the operation at each of the three Golf Courses and submit one monthly invoice at a fixed price.
- ◆ City of Toledo may elect to revert to the previous Agreement structure should that be deemed most desirable.
- ◆ City of Toledo to utilize it’s relationship with a third-party temporary staffing agency for the purposes of staffing clubhouse and concessions.
- ◆ Suggested Davey Golf Management Service Fee Schedule listed in the table below.
- ◆ Annual proposal price is firm and fixed. Should an Agreement not be finalized prior to January 2023, annual service fees will be reallocated throughout the remaining months so that annual total remains unchanged.

Suggested Davey Golf Management Schedule of Fees

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
COLLINS	\$ 3,630	\$ 3,630	\$ 6,050	\$ 9,075	\$ 12,100	\$ 18,150	\$ 18,150	\$ 18,150	\$ 12,100	\$ 9,075	\$ 7,260	\$ 3,630	\$ 121,000
DETWILER	\$ 9,669	\$ 9,669	\$ 16,115	\$ 24,173	\$ 32,230	\$ 48,345	\$ 48,345	\$ 48,345	\$ 32,230	\$ 24,173	\$ 19,338	\$ 9,669	\$ 322,300
OTTAWA	\$ 9,501	\$ 9,501	\$ 15,835	\$ 23,753	\$ 31,670	\$ 47,505	\$ 47,505	\$ 47,505	\$ 31,670	\$ 23,753	\$ 19,002	\$ 9,501	\$ 316,700
TOTAL	\$ 22,800	\$ 22,800	\$ 38,000	\$ 57,000	\$ 76,000	\$ 114,000	\$ 114,000	\$ 114,000	\$ 76,000	\$ 57,000	\$ 45,600	\$ 22,800	\$ 760,000



COLLINS PARK

DAVEY — PROPOSAL OF SERVICES

Davey has always been up front regarding its reluctance to become involved with the sale of alcohol and prepared food stuffs. This sentiment still holds true as Davey recommends the City of Toledo to utilize temporary staffing services from a temporary staffing agency to provide food and beverage services at COT municipal golf courses in 2023.

Throughout the 2022 season, City of Toledo utilized a temporary staffing agency to provide concession labor. Davey’s proposal for 2023 calls for expanding the utilization of the staffing agency to include seasonal hourly golf service staff positions throughout the entire clubhouse. This means that all food and beverage concession service staff, cashiers, and cart staff will be employed through a third party staffing agency of the City of Toledo’s choice as we head into the 2023 season.

Davey Golf shall retain a General Manager and Clubhouse Supervisor on staff to act as a liaison between departments to ensure clubhouse and food and beverage operations are being executed to an acceptable standard.

Proposed annual grounds maintenance service fee

Collins Park.....\$121,000.00

What is included:

- ◆ 1 Grounds Crew Foreman.
- ◆ 2 Full Time Equivalent (FTE) Landscape Technicians (in-season).
- ◆ Shared Mechanic between each of the three courses.
- ◆ Agronomic cultural practices as described in “Collins Park Scope of Services” pages.
- ◆ Managerial consulting on clubhouse operations.
- ◆ Uniforms & PPE.
- ◆ EE Taxes.
- ◆ Employee Benefits.
- ◆ HR Administration.
- ◆ Appropriate liability insurances and workers compensation in compliance with local, state, and federal laws.

The table to the right summarizes the entire Collins Park Golf Course proposed budget for the 2023 season.

City of Toledo to continue to have direct payment responsibility for all aspects of the operation with the exception of Davey Labor.

Collins Park Golf Course Budget Summary	
Contractual Services	
Davey Labor	\$ 121,000.00
Temporary Staffing	\$ 48,000.00
Subtotal Contractual Services	\$ 169,000.00
Operating Expenses	
Fixed Operating Expenses	\$ 40,795.15
Variable Operating Expenses	\$ 62,685.00
Subtotal Operating Expenses	\$ 103,480.15
Total Collins Park Planned Spend	\$ 272,480.15



COLLINS PARK

CLUBHOUSE OPERATIONS—UTILIZING STAFFING AGENCY

Clubhouse Labor:

Collins Park to be open and staffed with one (1) individual from April 1, 2023 through October 31, 2023 from the hours of 9:00AM to 9:00PM.

Hours of operation may change due to varying sunrise/sunset times, inclement weather or volume of play. The decision to alter hours of operation shall be made by the appointed Davey employed General Manager who shall inform COT Parks and Recreation of any temporary changes to the standard hours of operation and the rationale of such a decision.

The golf shop will operate in a manner consistent with the expectations set forth by City of Toledo, to achieve the goals of the facility. Employees working at Collins Park Golf Course Clubhouse shall be employed through a third-party temporary staffing service. Davey and its managerial consultants will assist City of Toledo in ensuring that service standards and policies are met.

The clubhouse support staff will be trained and available to answer phones, take tee times, and collect revenue during the hours of 9:00AM to 9:00PM during the golfing season as defined from April 1, 2023 through October 31, 2023.

One staff member shall be on site available to take tee times and collect greens fees during all hours of operation.

Employees of the third-party temporary staffing agency and Davey will cooperatively manage and lead the team in all aspects of the clubhouse operation. The Davey management team will consult on recruiting, hiring and training the staff to deliver a quality golf experience to all patrons. We will work closely with the City of Toledo to develop and implement plans that are in the best interest of the City of Toledo.

Davey manager shall summarize all daily transactions and prepare cash deposit.

Davey manager shall summarize all daily sales tax and submit to City of Toledo designated representative for sales tax submission.

Davey manager will solicit, plan and organize golf leagues and outings at the facility.

GROUNDS MAINTENANCE DAVEY SCOPE OF SERVICES

Davey's Plan includes—Agronomic, Environmental Compliance, Pest Management, Turfgrass Management, Water and Irrigation Management, Equipment Repair and Maintenance, and Grounds Facilities Maintenance.

The agronomic and course plan will focus on both short and long term goals of the City of Toledo to provide the desired quality and experience at Collins Park Golf Course.

EQUIPMENT AND SYSTEMS

Davey will properly maintain all grounds within the scope of services, utilizing manufacturer's instructions and recommendations in order to maximize the efficiency and duration of use of each piece of equipment. Davey will steward all equipment currently on site that is deemed acceptable for use. City will have direct payment responsibility for preventative maintenance and repair expenses associated with existing equipment. Preventative maintenance items include; fluid changes, oil, hydraulic, transmission, steering and coolant. Wearable items such as; belts, tires and brakes. Electrical items such as; alternator, starter, and batteries. Davey shall submit a purchase order request including three (3) competitive quotes for City approval on equipment repair expenses. The City of Toledo shall have the exclusive right to approve or deny any submitted purchase order.

GREENS MAINTENANCE

MOWING—Normal height will be maintained at a range of 5/32" to 1/4". Mowing shall be done seven (7) days per week depending upon climatic or growth conditions. Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course superintendent.

AERIFICATION—Greens shall be aerified a minimum of one (1) time per year to relieve soil compaction to promote healthier root environment. Aerification shall be coordinated to coincide with fertilization and verticutting. Care shall be taken to have a minimum of interference of play.

FERTILIZATION—Type of materials and analysis rates shall be determined by growing conditions at time of treatment and the results of soil nutrient level testing. Rates of application may vary upon the material used. Under normal conditions one (1) pound of actual nitrogen per 1000 square feet may be applied monthly, foliar applications as needed. Slow release type materials may be utilized.

WEED CONTROL—Will be achieved through both post-emerge and pre-emerge chemical applications. These will be made in a timely manner to minimize damage to golf course playability.

INSECT AND DISEASE CONTROL—Applications of pesticides shall be carried out on a curative "as needed" basis. IPM (integrated pest management) program will govern rates and timing of applications.

GROUNDS MAINTENANCE DAVEY SCOPE OF SERVICES

TEES, COLLARS, AND APPROACHES MAINTANCE

MOWING—Tees, collars, and approaches shall be mowed two to three (2-3) times per week or more often depending on growth conditions. The practice of alternating mower patterns shall be followed. Turf shall be cut to a height range of 3/8" to 1/2".

FERTILIZATION—Type of materials and analysis shall be determined from results of soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, one (1) pound of actual nitrogen per 1000 square feet may be applied up to ten (10) times per year. Typically, slow release type materials may be utilized.

WEED CONTROL—Shall be accomplished by an semi-annual application of per-emergence herbicide. Boom and Spot treatments with a contact herbicide shall be performed as needed.

INSECT AND DISEASE CONTROL—Applications of pesticides shall be carried out on a curative “as needed” basis. IPM (integrated pest management) program will govern rates and timing of applications.

FAIRWAY MAINTENANCE

MOWING—Fairways shall be mowed a minimum of three (3) times per week during the active growing season. Normal cutting height shall be between 1/2" and 3/4" depending upon season and rate of growth. The practice of alternating mowing patterns shall be followed.

FERTILIZATION—Type of material and analysis shall be determined from growing conditions at the time of treatment. Under normal conditions eight (8) pounds of nitrogen per 1000 square feet may be applied annually.

WEED CONTROL—Shall be accomplished by an annual application or pre-emergence herbicide.

ROUGH MAINTENANCE & COURSE SET UP

MOWING—Shall be performed to maintain a normal cutting height between 1.5" and 3".

WEED CONTROL—Shall be accomplished by application of pre-emergence herbicide at the appropriate time.

COURSE SET-UP

CUPS—Cups shall be changed on a regular interval. During this operation, inspection of the putting surface shall be made and any ball marks or other damage will be repaired. Cups shall be set using an appropriate cup setter and set at a depth of 1" below soil surface. Excessive dew shall be swept off or irrigation cycle operated to remove. Cups are to be kept clean with no excessive sand or dirt accumulation.

TEE COMPLEXES—All tee markers shall be moved regularly. Litter containers shall be emptied as needed. Ball washers shall be filled as necessary with fresh water and soap.

GROUNDS MAINTENANCE DAVEY SCOPE OF SERVICES

CHEMICAL USAGE

The most critical aspect of balancing proper chemical and fertilizer usage for the golf course versus the protection of the natural resource is commitment to an Integrated Pest Management Program that is friendly to the environment.

Implementing standard practices of integrated pest management (IPM) and best management practices is an ongoing process. In addition, the creation of buffer zones between treated turf areas and all water bodies' as a means to filter potential runoff of harmful chemicals and fertilizers.

- ◆ Weekly to bi-weekly spray interval
- ◆ No fewer than fifteen (15) applications of fertilizer and disease control on putting greens
- ◆ Three (3) applications of fertilizer and disease control on tees and one (1) granular fertilizer application on fairways and rough
- ◆ 2 early season preventative applications of DMI for patch diseases
- ◆ 2 early season applications of Proxy - 1 with PGR for Poa seed head suppression
- ◆ 2 early season granular fertilizer with ammonium sulfate for early season grow up and green-up
- ◆ Season long fungicide chemistry rotation to reduce potential resistance
- ◆ Stress guard fungicide products for increased plant health
- ◆ 3 applications of wetting agent to help with moisture management
- ◆ 2 applications of insecticide for broad range control of broad range of insects including grubs
- ◆ Complete liquid nutrient package that includes specific amino acids, minors package with amino acids, macro nutrient package with amino acids and amino phosphate
- ◆ Fall granular fertilizer application which includes phosphorus for root development
- ◆ Snow Mold Application in the Fall

IRRIGATION SCOPE OF SERVICES

SCHEDULING—Watering shall be scheduled by the golf course superintendent quantities and frequencies consistent with seasonal requirements and budgeted allotments. Irrigation will be done at night or early morning when it will not interfere with golf play. Controller programs will be adjusted as required.

INSPECTION—Irrigation coverage shall be reviewed daily.

START UP AND WINTERIZATION—Davey shall perform Spring start up and Fall winterization services as part of this proposal.

SPRINKLER, VALVE, IRRIGATION LINES AND CONTROLLER REPAIR—Purchase orders shall be submitted to City of Toledo for review and approval on all irrigation repair expenses. Purchase orders are to include three (3) competitive quotes. Repairs to lateral irrigation lines three (3) inches and smaller in diameter shall be considered routine maintenance and repair time spent is included in Davey's scope of service.

SATELLITES—Satellites shall be kept in neat, pest-free condition and locked when not in use.

SATELLITE CONTROLLER REPLACEMENT—Replacement of worn out and/or broken, non-repairable satellite controller boxes, satellite components, or central controller shall not be considered part of Davey's scope of work.

DAMAGE—Where practical, repairs shall be made within one watering period. Vandalism and/or excessive damage caused by others or faulty controllers shall be reported promptly to COT.

PUMP STATION—Repairs to all pumps or pump stations shall be the sole responsibility of City of Toledo. Davey must notify City of Toledo immediately of any repairs or maintenance required.

DRAINAGE SYSTEMS—Installing French drains and/or dry wells to resolve drainage problems caused by excessive run off from roads or adjacent property shall not be considered part of Davey's scope of work.

GOLF COURSE ACCESSORIES REPLACEMENT— It is the responsibility of Davey to bring to City of Toledo attention such needs.



DETWILER PARK

CLUBHOUSE OPERATIONS—PROPOSAL OF SERVICES

Davey has always been up front regarding its reluctance to become involved with the sale of alcohol and prepared food stuffs. This sentiment still holds true as Davey recommends the City of Toledo to utilize temporary staffing services from a temporary staffing agency to provide food and beverage services at COT municipal golf courses in 2023.

Throughout the 2022 season, City of Toledo utilized a temporary staffing agency to provide concession labor. Davey’s proposal for 2023 calls for expanding the utilization of the staffing agency to include seasonal hourly golf service staff positions throughout the entire clubhouse. This means that all food and beverage concession service staff, cashiers, and cart staff will be employed through a third party staffing agency of the City of Toledo’s choice as we head into the 2023 season.

Davey Golf shall retain a General Manager and Clubhouse Supervisor on staff to act as a liaison between departments to ensure clubhouse and food and beverage operations are being executed to an acceptable standard.

Proposed annual grounds maintenance service fee to be paid direct to Davey.....\$322,300.00

What is included:

- ◆ 1 Full Time Salaried Golf Course General Manager
- ◆ 1 Full Time Salaried Golf Course Superintendent
- ◆ 4 Full Time Equivalent (FTE) Landscape Technicians (in-season)
- ◆ Shared Mechanic between each of the three courses.
- ◆ Agronomic cultural practices as described in “Detwiler Park Scope of Services” pages.
- ◆ Managerial consulting on clubhouse operations.
- ◆ Uniforms
- ◆ EE Taxes
- ◆ Employee Benefits
- ◆ HR Administration
- ◆ Appropriate liability insurances and workers compensation in compliance with local, state, and federal laws

The table to the right summarizes the entire Detwiler Park Golf Course proposed budget for the 2023 season.

City of Toledo to continue to have direct payment responsibility for all aspects of the operation with the exception of Davey Labor.

Detwiler Park Golf Course Budget Summary	
Contractual Services	
Davey Labor	\$ 322,300.00
Temporary Staffing	\$ 91,000.00
Subtotal Contractual Services	\$ 413,300.00
Operating Expenses	
Fixed Operating Expenses	\$ 163,767.00
Variable Operating Expenses	\$ 130,575.00
Subtotal Operating Expenses	\$ 294,342.00
Total Collins Park Planned Spend	\$ 707,642.00



DETWILER PARK

GRONDS MAINTENANCE OPERATIONS— PROPOSAL OF SERVICES

Clubhouse Labor:

Detwiler Park to be open and appropriately staffed with pro shop cashiers, cart attendants, and F&B service staff at a level to sufficiently service golfing guests from April 1, 2023 through November 25, 2023 from the hours of 7:00AM to 9:00PM.

Hours of operation may change due to varying sunrise/sunset times, inclement weather or volume of play. The decision to alter hours of operation shall be made by the appointed Davey employed General Manager who shall inform COT Parks and Recreation of any temporary changes to the standard hours of operation and the rationale of such a decision.

The golf shop will operate in a manner consistent with the expectations set forth by City of Toledo, to achieve the goals of the facility. Employees working at Detwiler Park Golf Course Clubhouse shall be employed through a third-party temporary staffing service. Davey and its managerial consultants will assist City of Toledo in ensuring that service standards and policies are met.

The clubhouse support staff will be trained and available to answer phones, take tee times, and collect revenue during the hours of 7:00AM to 9:00PM during the golfing season as defined from April 1, 2023 through October 31, 2023.

At minimum, one staff member shall be on site available to take tee times and collect greens fees during all hours of operation.

Employees of the third-party temporary staffing agency and Davey will cooperatively manage and lead the team in all aspects of the clubhouse operation. The Davey management team will consult on recruiting, hiring and training the staff to deliver a quality golf experience to all patrons. We will work closely with the City of Toledo to develop and implement plans that are in the best interest of the City of Toledo.

Davey manager shall summarize all daily transactions and prepare cash deposit.

Davey manager shall summarize all daily sales tax and submit to City of Toledo designated representative for sales tax submission.

Davey manager will solicit, plan and organize golf leagues and outings at the facility.

GROUNDS MAINTENANCE DAVEY SCOPE OF SERVICES

Davey's Plan includes—Agronomic, Environmental Compliance, Pest Management, Turfgrass Management, Water and Irrigation Management, Equipment Repair and Maintenance, and Grounds Facilities Maintenance.

The agronomic and course plan will focus on both short and long term goals of the City of Toledo to provide the desired quality and experience at Detwiler Park Golf Course.

EQUIPMENT AND SYSTEMS

Davey will properly maintain all grounds within the scope of services, utilizing manufacturer's instructions and recommendations in order to maximize the efficiency and duration of use of each piece of equipment. Davey will steward all equipment currently on site that is deemed acceptable for use. City will have direct payment responsibility for preventative maintenance and repair expenses associated with existing equipment. Preventative maintenance items include; fluid changes, oil, hydraulic, transmission, steering and coolant. Wearable items such as; belts, tires and brakes. Electrical items such as; alternator, starter, and batteries. Davey shall submit a purchase order request including three (3) competitive quotes for City approval on equipment repair expenses. The City of Toledo shall have the exclusive right to approve or deny.

GREENS MAINTENANCE

MOWING—Normal height will be maintained at a range of 5/32" to 1/4". Mowing shall be done seven (7) days per week depending upon climatic or growth conditions. Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course superintendent.

AERIFICATION—Greens shall be aerified a minimum of one (1) time per year to relieve soil compaction to promote healthier root environment. Aerification shall be coordinated to coincide with fertilization and verticutting. Care shall be taken to have a minimum of interference of play.

FERTILIZATION—Type of materials and analysis rates shall be determined by growing conditions at time of treatment and the results of soil nutrient level testing. Rates of application may vary upon the material used. Under normal conditions one (1) pound of actual nitrogen per 1000 square feet may be applied monthly, foliar applications as needed. Slow release type materials may be utilized.

WEED CONTROL—Will be achieved through both post-emerge and pre-emerge chemical applications. These will be made in a timely manner to minimize damage to golf course playability.

INSECT AND DISEASE CONTROL—Applications of pesticides shall be carried out on a curative "as needed" basis. IPM (integrated pest management) program will govern rates and timing of applications.

BUNKER MAINTENANCE

Davey will be responsible for maintaining bunkers at current conditions. Any renovations to bunkers, added sand or subsurface repair to bunkers will be considered an enhancement project subject to a separate negotiated price based on the scope of work.

GROUNDS MAINTENANCE DAVEY SCOPE OF SERVICES

TEES, COLLARS, AND APPROACHES MAINTANCE

MOWING—Tees, collars, and approaches shall be mowed two to three (2-3) times per week or more often depending on growth conditions. The practice of alternating mower patterns shall be followed. Turf shall be cut to a height range of 3/8" to 1/2".

FERTILIZATION—Type of materials and analysis shall be determined from results of soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, one (1) pound of actual nitrogen per 1000 square feet may be applied up to ten (10) times per year. Typically, slow release type materials may be utilized.

WEED CONTROL—Shall be accomplished by an semi-annual application of per-emergence herbicide. Boom and Spot treatments with a contact herbicide shall be performed as needed.

INSECT AND DISEASE CONTROL—Applications of pesticides shall be carried out on a curative "as needed" basis. IPM (integrated pest management) program will govern rates and timing of applications.

FAIRWAY MAINTENANCE

MOWING—Fairways shall be mowed a minimum of three (3) times per week during the active growing season. Normal cutting height shall be between 1/2" and 3/4" depending upon season and rate of growth. The practice of alternating mowing patterns shall be followed.

FERTILIZATION—Type of material and analysis shall be determined from growing conditions at the time of treatment. Under normal conditions eight (8) pounds of nitrogen per 1000 square feet may be applied annually.

WEED CONTROL—Shall be accomplished by an annual application or pre-emergence herbicide.

ROUGH MAINTENANCE & COURSE SET UP

MOWING—Shall be performed to maintain a normal cutting height between 1.5" and 3".

WEED CONTROL—Shall be accomplished by application of pre-emergence herbicide at the appropriate time.

COURSE SET-UP

CUPS—Cups shall be changed on a regular interval. During this operation, inspection of the putting surface shall be made and any ball marks or other damage will be repaired. Cups shall be set using an appropriate cup setter and set at a depth of 1" below soil surface. Excessive dew shall be swept off or irrigation cycle operated to remove. Cups are to be kept clean with no excessive sand or dirt accumulation.

TEE COMPLEXES—All tee markers shall be moved regularly. Litter containers shall be emptied as needed. Ball washers shall be filled as necessary with fresh water and soap.

GROUNDS MAINTENANCE DAVEY SCOPE OF SERVICES

CHEMICAL USAGE

The most critical aspect of balancing proper chemical and fertilizer usage for the golf course versus the protection of the natural resource is commitment to an Integrated Pest Management Program that is friendly to the environment.

Implementing standard practices of integrated pest management (IPM) and best management practices is an ongoing process. In addition, the creation of buffer zones between treated turf areas and all water bodies' as a means to filter potential runoff of harmful chemicals and fertilizers.

- ◆ Weekly to bi-weekly spray interval
- ◆ No fewer than fifteen (15) applications of fertilizer and disease control on putting greens
- ◆ Four (4) applications of fertilizer and disease control on tees and fairways
- ◆ 2 early season preventative applications of DMI for patch diseases
- ◆ 2 early season applications of Proxy - 1 with PGR for Poa seed head suppression
- ◆ 2 early season granular fertilizer with ammonium sulfate for early season grow up and green-up
- ◆ Season long fungicide chemistry rotation to reduce potential resistance
- ◆ Stress guard fungicide products for increased plant health
- ◆ 3 applications of wetting agent to help with moisture management
- ◆ 2 applications of insecticide for broad range control of broad range of insects including grubs
- ◆ Complete liquid nutrient package that includes specific amino acids, minors package with amino acids, macro nutrient package with amino acids and amino phosphate
- ◆ Fall granular fertilizer application which includes phosphorus for root development
- ◆ Snow Mold Application in the Fall

IRRIGATION DAVEY SCOPE OF SERVICES

SCHEDULING—Watering shall be scheduled by the golf course superintendent quantities and frequencies consistent with seasonal requirements and budgeted allotments. Irrigation will be done at night or early morning when it will not interfere with golf play. Controller programs will be adjusted as required.

INSPECTION—Irrigation coverage shall be reviewed daily.

START UP AND WINTERIZATION—Davey shall perform Spring start up and Fall winterization services as part of this proposal.

SPRINKLER, VALVE, IRRIGATION LINES AND CONTROLLER REPAIR—Purchase orders shall be submitted to City of Toledo for review and approval on all irrigation repair expenses. Purchase orders are to include three (3) competitive quotes. Repairs to lateral irrigation lines three (3) inches and smaller in diameter shall be considered routine maintenance and repair time spent is included in Davey’s scope of service.

SATELLITES—Satellites shall be kept in neat, pest-free condition and locked when not in use.

SATELLITE CONTROLLER REPLACEMENT—Replacement of worn out and/or broken, non-repairable satellite controller boxes, satellite components, or central controller shall not be considered part of Davey’s scope of work.

DAMAGE—Where practical, repairs shall be made within one watering period. Vandalism and/or excessive damage caused by others or faulty controllers shall be reported promptly to COT.

PUMP STATION—Repairs to all pumps or pump stations shall be the sole responsibility of City of Toledo. Davey must notify City of Toledo immediately of any repairs or maintenance required.

DRAINAGE SYSTEMS—Installing French drains and/or dry wells to resolve drainage problems caused by excessive run off from roads or adjacent property shall not be considered part of Davey’s scope of work.

GOLF COURSE ACCESSORIES REPLACEMENT— It is the responsibility of Davey to bring to City of Toledo attention such needs.

OTTAWA PARK

CLUBHOUSE OPERATIONS—PROPOSAL OF SERVICES

Davey has always been up front regarding its reluctance to become involved with the sale of alcohol and prepared food stuffs. This sentiment still holds true as Davey recommends the City of Toledo to utilize temporary staffing services from a temporary staffing agency to provide food and beverage services at COT municipal golf courses in 2023.

Throughout the 2022 season, City of Toledo utilized a temporary staffing agency to provide concession labor. Davey’s proposal for 2023 calls for expanding the utilization of the staffing agency to include seasonal hourly golf service staff positions throughout the entire clubhouse. This means that all food and beverage concession service staff, cashiers, and cart staff will be employed through a third party staffing agency of the City of Toledo’s choice as we head into the 2023 season.

Davey Golf shall retain a General Manager and Clubhouse Supervisor on staff to act as a liaison between departments to ensure clubhouse and food and beverage operations are being executed to an acceptable standard.

Proposed annual grounds maintenance service fee to be paid direct to

Davey.....\$316,700.00

What is included:

- ◆ 1 Full Time Salaried Golf Course Manager
- ◆ 1 Full Time Salaried Golf Course Superintendent
- ◆ 4 Full Time Equivalent (FTE) Landscape Technicians (in-season)
- ◆ Shared Mechanic between each of the three courses.
- ◆ Agronomic cultural practices as described in “Detwiler Park Scope of Services” pages.
- ◆ Managerial consulting on clubhouse operations.
- ◆ Uniforms
- ◆ EE Taxes
- ◆ Employee Benefits
- ◆ HR Administration
- ◆ Appropriate liability insurances and workers compensation in compliance with local, state, and federal laws

The table to the right summarizes the entire Ottawa Park Golf Course proposed budget for the 2023 season.

City of Toledo to continue to have direct payment responsibility for all aspects of the operation with the exception of Davey Labor.

Ottawa Park Golf Course Budget Summary	
Contractual Services	
Davey Labor	\$ 316,700.00
Temporary Staffing	\$ 91,000.00
Subtotal Contractual Services	\$ 407,700.00
Operating Expenses	
Fixed Operating Expenses	\$ 151,000.00
Variable Operating Expenses	\$ 136,325.00
Subtotal Operating Expenses	\$ 287,325.00
Total Collins Park Planned Spend	\$ 695,025.00



OTTAWA PARK

GRONDS MAINTENANCE OPERATIONS— PROPOSAL OF SERVICES

Clubhouse Labor:

Ottawa Park to be open and appropriately staffed with pro shop cashiers, cart attendants, and F&B service staff at a level to sufficiently service golfing guests from April 1, 2023 through November 30, 2023 from the hours of 7:00AM to 9:00PM.

Hours of operation may change due to varying sunrise/sunset times, inclement weather or volume of play. The decision to alter hours of operation shall be made by the appointed Davey employed General Manager who shall inform COT Parks and Recreation of any temporary changes to the standard hours of operation and the rationale of such a decision.

The golf shop will operate in a manner consistent with the expectations set forth by City of Toledo, to achieve the goals of the facility. Employees working at Ottawa Park Golf Course Clubhouse shall be employed through a third-party temporary staffing service. Davey and its managerial consultants will assist City of Toledo in ensuring that service standards and policies are met.

The clubhouse support staff will be trained and available to answer phones, take tee times, and collect revenue during the hours of 7:00AM to 9:00PM during the golfing season as defined from April 1, 2023 through November 30, 2023.

At minimum, one staff member shall be on site available to take tee times and collect greens fees during all hours of operation.

Employees of the third-party temporary staffing agency and Davey will cooperatively manage and lead the team in all aspects of the clubhouse operation. The Davey management team will consult on recruiting, hiring and training the staff to deliver a quality golf experience to all patrons. We will work closely with the City of Toledo to develop and implement plans that are in the best interest of the City of Toledo.

Davey manager shall summarize all daily transactions and prepare cash deposit.

Davey manager shall summarize all daily sales tax and submit to City of Toledo designated representative for sales tax submission.

Davey manager will solicit, plan and organize golf leagues and outings at the facility.

GROUNDS MAINTENANCE DAVEY SCOPE OF SERVICES

Davey's Plan includes—Agronomic, Environmental Compliance, Pest Management, Turfgrass Management, Water and Irrigation Management, Equipment Repair and Maintenance, and Grounds Facilities Maintenance.

The agronomic and course plan will focus on both short and long term goals of the City of Toledo to provide the desired quality and experience at Ottawa Park Golf Course.

EQUIPMENT AND SYSTEMS

Davey will properly maintain all grounds within the scope of services, utilizing manufacturer's instructions and recommendations in order to maximize the efficiency and duration of use of each piece of equipment. Davey will steward all equipment currently on site that is deemed acceptable for use. City will have direct payment responsibility for preventative maintenance and repair expenses associated with existing equipment. Preventative maintenance items include; fluid changes, oil, hydraulic, transmission, steering and coolant. Wearable items such as; belts, tires and brakes. Electrical items such as; alternator, starter, and batteries. Davey shall submit a purchase order request including three (3) competitive quotes for City approval on equipment repair expenses. The City of Toledo shall have the exclusive right to approve or deny

GREENS MAINTENANCE

MOWING—Normal height will be maintained at a range of 5/32" to 1/4". Mowing shall be done seven (7) days per week depending upon climatic or growth conditions. Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course superintendent.

AERIFICATION—Greens shall be aerified a minimum of one (1) time per year to relieve soil compaction to promote healthier root environment. Aerification shall be coordinated to coincide with fertilization and verticutting. Care shall be taken to have a minimum of interference of play.

FERTILIZATION—Type of materials and analysis rates shall be determined by growing conditions at time of treatment and the results of soil nutrient level testing. Rates of application may vary upon the material used. Under normal conditions one (1) pound of actual nitrogen per 1000 square feet may be applied monthly, foliar applications as needed. Slow release type materials may be utilized.

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GOLF COURSE ACCESSORIES REPLACEMENT— It is the responsibility of Davey to bring to City of Toledo attention such needs.

Exhibit F

City of Toledo Owned Equipment

Detwiler

Description	Qty
John Deere 2500 B Precision Cut Gas Riding Greens Mower	1
John Deere 2500 B Precision Cut Gas Riding Tee Mower	1
John Deere 6500A Precision Cut Fairway Mower	2
John Deere 4052R Compact Utility Tractor (40 PTO hp)	1
John Deere 400E Loader (Tractor Attachment)	1
John Deere 1570 Terrain Cut Commercial Front Mower	1
John Deere 72in 7-Iron V-Flex Commercial Side Discharge Mower Deck (1570 Attachment)	1
John Deere Pro Gator 2020A	1
John Deere HD 300 Select Spray for 2020 Pro Gator	1
Allied Buffalo Turbine KB4 Blower	1
Allied Lastec 721 XR	2
Allied Lely HR 3pt Hitch Spreader	1
Allied GR 660 Greens Roller	1

Ottawa

Description	Qty
John Deere 2500 B Precision Cut Gas Riding Greens Mower	1
John Deere 2500 B Precision Cut Gas Riding Tee Mower	1
John Deere 6500A Precision Cut Fairway Mower	1
John Deere 1200A Bunker and Field Rake	1
John Deere 4052R Compact Utility Tractor (40 PTO hp)	1
John Deere 400E Loader (Tractor Attachment)	1
John Deere Pro Gator 2020A	1
John Deere 1570 Terrain Cut Commercial Front Mower	1
John Deere 72in 7-Iron V-Flex Commercial Side Discharge Mower Deck (1570 Attachment)	1
Allied Buffalo Turbine KB4 Blower	1
Allied Lastec 721 XR	1
Allied GR 660 Greens Roller	1

Shared Equipment

Description	Qty
John Deere Aercore 800 Aerator	1
John Deere Aercore 1500 Aerator	1
Allied Dakota 410 Topdresser	1