

August 23, 2024

The Honorable Michael Jurkovich, Supervising Judge
Madera County Superior Court
Supervising Judge for Grand Jury
200 S. G Street
Madera, CA 93637

Re: Madera County Grand Jury Final Report 2324-06; Published on June 2024, titled “City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024”

Dear Honorable Judge Jurkovich:

This letter is submitted on behalf of the Mayor and City Council of the City of Madera on behalf of the City of Madera, including the City Manager, the City’s Parks & Community Services Department, the City’s Finance Department, the City’s Police Chief, and the City’s Code Enforcement, and various City committees, collectively referred to as “City” in this Response.

On Monday, June 10, 2024, the City of Madera (“City”) received an email from the Madera County Grand Jury, which attached a copy of the Grand Jury’s Report titled “City of Madera Fails to Enforce the Golf Course Contract Requirements Madera Municipal Golf Course: REVISITED 2023-2024 Madera County Grand Jury Final Report 2324-06; Published on June 2024” (hereafter “Report”). The report states it would be released to the public on Wednesday, June 12, 2024. As a result, we view the release date as June 12, 2024.

Penal Code Section 933 (c) requires that the governing board of the public agency (here, the City Council) is required to respond not later than 90 days after the public release date. As required, the City respectfully submits the following responses to the Findings and Recommendations in the Report in the form required by the Penal Code.

Please be advised the City has taken the Grand Jury’s Report seriously and has endeavored to address the Report comprehensively, as evidenced by this Response and by the attachments. Great care has been taken to ensure the City responds concisely yet with appropriate details as demonstrated by references to numerous documents which the City has researched, reviewed, and attached to this Response.

Based on the above, the following constitutes the City's Response to the Grand Jury's Findings and Recommendations relating to the Report.

Respectfully submitted,

A handwritten signature in blue ink that reads "Arnaldo Rodriguez". The signature is written in a cursive style.

Arnaldo Rodriguez, AICP
City Manager

Cc: info.maderagrandjury@gmail.com
Madera County Grand Jury, PO Box 534, Madera, CA 93639

FINDINGS:

F1: The MCGJ finds that the City has followed the 2009 Lease by establishing the Golf Course Advisory Committee to inspect, discuss, and report monthly to the City with findings and recommendations about MMGC.

Response 1: The City partially disagrees with this finding. While the Golf Course Advisory Committee has been established, it meets monthly and reports annually. This matter was discussed and approved by City Council during the June 21, 2023, Council meeting.

F2: The MCGJ finds there is no current Inventory list of City owned personal property and fixtures located at the MMGC.

Response 2: The City agrees with this finding. However, there is no list of personal property as all City-owned property not part of the physical structures was sold when SGM began leasing the facility (i.e., the inventory does not belong to the City). Additionally, a list is not needed for insurance, as it is not required to ensure content values. The property was appraised for the City's insurance program in 2023 and the appraisal determined scheduled values for real property and personal property, as defined by the policy documents. It should be noted that as part of Amendment 1 to the agreement between City and SGM, the City agreed to sell equipment to SGM (see Exhibit A).

F3: The MCGJ finds that after 13 years the City has enforced one section in the Lease by requiring SGM to pay for the 2023 mandatory annual USGA report which was received in August 2023.

Response 3: The City partially disagrees with this finding. The City has enforced multiple sections of the lease and agreement. However, the City acknowledges that the USGA report was not previously submitted by SGM to the City as required by the agreement. The report was submitted in 2023 and the 2024 report has been requested by the City.

F4: The MCGJ finds that the City's PCS has failed to inspect, inventory, or comment to the 2022 consultant's 96-page ADA report evaluating the conditions at the MMGC.

Response 4: The City disagrees with this finding. There has been no final ADA report; the report referenced was an internal working draft and not a final report. This report is still in the process of being completed. A second public comment meeting was recently held regarding the draft document on June 18, 2024. Final edits and recommendations from the consultant will be incorporated prior to the item being placed on the City Council agenda for consideration of adoption. Upon action of the ADA Report by the City Council, the City will review it as appropriate.

Additionally, it should be noted that not all findings result in physical changes to structures or facilities but may be addressed through individual accommodations with persons who have a disability. Additionally, the City will follow ADA law regarding requirements to make facility changes.

F5: The MCGJ finds that the City has failed to understand the Lease and the series of nine amendments that have generated confusion hindering the orderly exercise, reasonable oversight, and enforcement over the MMGC tenants, maintenance, and capital improvement obligations.

Response 5: The City disagrees with this finding. This is a subjective statement. The official responsible for the lease is the Director of the Parks Department. The Director does understand the lease and prepared extensive staff reports and associated presentations regarding the lease and its amendments.

Furthermore, it is important to note that there is no expectation or requirement for the Director, or any City official, to have the lease memorized. Should any issues arise, the Director is fully capable of conducting necessary research or consulting with legal counsel to address them. This approach is consistent with standard practices across municipal governance.

Lastly, the City would like to clarify that there is no obligation for all City employees or committees to fully understand the lease. The responsibility lies with the Parks Department.

F6: The MCGJ finds that the City business license application processing has no written procedures and thus no safeguards against fraudulent applications.

Response 6: The City disagrees with this finding. The City does have procedures as outlined in the City’s Municipal Code, specifically Title VIII, Chapter 2 (Sales and Use Taxes), as well as a Business License procedure manual. The City also disagrees with the inherent implication of the finding that a further process is required. The purpose of a business license is to ensure the payment of taxes. It is unlikely an applicant will fraudulently apply to pay taxes. Given limited resources, the City relies on applicants to provide the name under which they operate. Even if the applicant commits an error, the City still can enforce the reporting of gross receipts. Finally, a business license has always been maintained at this site.

Name of Business License Holder	Date License Obtained
Club House Restaurant	12/31/97
Sugar Pine Smokehouse	12/5/23

It is noted that Sugar Pine Smokehouse obtained a business license in 2018 for their previous location on Cleveland Avenue. Both Club House Restaurant and Sugar Pine Smokehouse have been current on their business license obligations.

Finding 7: The MCGJ finds that the logos and name *Madera Municipal Golf Course* are often omitted from signage, scorecards, announcements, menus, events, websites, etc.

Response 7: The City partially disagrees with this Finding. This recommendation has been implemented and will be on-going.

Finding 8: The MCGJ finds that the golf course kitchen and bar have not been operated by *Sugar Pine Smokehouse*.

Response 8: The City agrees with this finding for the period before 2023. However, this finding infers that there are business operations without a business license. The City disagrees with this. As noted in the response to Finding 6, City records show there has been a business license operating at this location since 1997.

Finding 9: The MCGJ finds that the City made the written statement that no applications or City business licenses exist for GROUP.

Response 9: The City agrees with this finding. However, this is irrelevant. The name of the restaurant is not required to be the same as the business entity that owns and operates it. It is also worth noting that fictitious business names are recorded with the County and not the City.

Finding 10: The MCGJ finds that the use of CI [capital improvement] money has been discussed by the City and SGM as being used for deferred maintenance at the MMGC.

Response 10: The City agrees with this finding.

Finding 11: The MCGJ finds that the City Tax Collector has no system to track businesses within the City to ensure that the City is receiving prompt and continuous tax payments.

Response 11: The City disagrees with this finding. Assuming it is a “business license,” business license payments to the City are made on an annual basis and not on a “prompt and continuous tax payments.” The City also has a tracking system for all legal businesses through the City’s financial system of record: Enterprise ERP (formerly Munis (Tyler Corporation)). This type of process is both consistent with, and generally used by, public agencies throughout the State of California. The finding is also ambiguous, as it is not clear whether a “business license” or a “tax” is being referenced.

Finding 12: The MCGJ finds that the City of Madera has had discussions about writing one coherent consolidated MMGC Lease with SGM.

Response 12: The City agrees with this finding. This was discussed during the City Council meetings of June 21, 2023, April 3, 2024, and May 1, 2024. To the extent this finding implies that the current Lease is not “coherent,” the City disagrees with this finding.

Finding 13: The MCGJ finds that the City has repeatedly failed to ascertain or confirm the true identity of SGM's purported subtenant(s) at the MMGC.

Response 13: The City agrees with this finding. However, as noted in the City’s response to Finding #6, the City believes the finding is irrelevant given that the parties who have operated the golf course’s restaurant have met their annual business license requirements.

Finding 14: The MCGJ finds that SGM appears to have two subtenants: *Smokehouse* for the food service, and the undisclosed bar operator GROUP.

Response 14: The City disagrees with this finding. With regard to the bar operator, the finding is not clear as to what public agency has not been “disclosed” the operator’s name, and the assertion of “appearance” is subjective. The entity responsible for maintaining, supervising, and enforcing ABC licenses is ABC. By State statute, the City has no jurisdiction to regulate ABC licenses. If this finding is referencing disclosure to the City, note the Lease does not require disclosure to the City. Notwithstanding, the City has reached out to SGM, who has stated that they have only one subtenant, which is Sugarpine Smoke House.

Finding 15: The MCGJ finds that the Interim Fire Marshal recommended that the MMGC be brought up to both the ADA requirements and the City Building Code due to serious violations.

Response 15: The City disagrees with this finding. As noted previously, there is no final ADA Report (Refer to Finding 4). Additionally, the draft report, presented to the City Council on May 1, 2024 (see Exhibit B) does not use the term “serious violations.” Instead, it merely suggests a number of improvements that should be implemented when (and if) major upgrades or repairs to the facility are ever implemented. In this regard, note that the building was constructed subject to the building standards in effect in 1991. The California Building Code is updated every three years. However, continuous upgrades to lawfully constructed structures are not legally mandated if the building was originally constructed consistent with the building standards in effect at the time of construction, which it was. Upgrades to the current version of the California Building Code is only required at the time when major remodels/repairs are ever undertaken.

Finding 16: The MCGJ finds that the City has failed to ensure that its tenant and subtenants at the MMGC have performed their daily maintenance obligations under the Lease

Response 16: The City disagrees with this finding. This is a subjective statement, however, the City reviews the facilities on a regular basis.

RECOMMENDATIONS:

Rec. 1: The MCGJ recommends that this GCAC continue its monthly oversight of MMGC.

Response 1: The recommendation will not be implemented because it is not warranted or is not reasonable. The GCAC does not provide oversight as part of its duties. Instead, City staff provide oversight, and will continue to do so for the MMGC.

Rec. 2: The MCGJ recommends that the City create an Inventory list of property and fixtures it owns at the golf course within 90 days of the publication of this report.

Response 2: The recommendation has been implemented. The City has an inventory list for property.

Rec. 3: The MCGJ recommends that SGM continue to provide the mandatory annual USGA advisory reports.

Response 3: The recommendation has been implemented. The initial report was made available to the public on August 2, 2023. The 2024 report is currently scheduled to be conducted in late summer or early fall.

Rec. 4: The MCGJ recommends that the City have the PCS physically inspect and provide a written report to the City Council on each observation noted in the 96-page ADA Consultant's MMGC report within 90 days of receipt of this report.

Response 4: The recommendation will not be implemented as it is not reasonable. The draft ADA is not completed and is in draft form and is not anticipated to be completed within six months. Further, the report is as to the entire City, and implementation will be prioritized based on need.

Rec. 5: The MCGJ recommends that the City assign a person or department responsible for following up on all contracts to determine contractual performance and to enforce violations of required performance within 90 days of receipt of this report.

Response 5: The recommendation will not be implemented because it is not warranted or is not reasonable. There are a substantial number of contracts with the City. City departments are required to monitor and determine contractual enforcement.

Rec. 6: The MCGJ recommends that the City enact written procedures for reviewing and processing Business license applications within 30 days of this report.

Response 6: The recommendation has already been implemented. The City has written procedures for reviewing and processing business license permit applications as further outlined in the responses to Findings 6 and 11.

Rec. 7: The MCGJ recommends that the City correct the omission and take action to either enforce this Lease requirement or delete the requirement within 30 days.

Response 7: The recommendation will not be implemented because it is not warranted or is not reasonable. While the City desires to provide additional information, this recommendation is unclear as to what is being referenced.

Rec. 8: The MCGJ recommends that the City require proof of the identity of the tenants and /or subtenants operating the kitchen and the bar and obtain a copy of the ABC liquor license within seven days.

Response 8: The recommendation will not be implemented because it is not warranted or is not reasonable. The entity responsible for maintaining, supervising, and enforcing Alcoholic Beverage Control (ABC) licenses is ABC, an office of the State of California. By State statute, the City has no jurisdiction to regulate ABC licenses. As to the kitchen, it is not a requirement of the Municipal Code for employees to complete ABC training for liquor sales and handling, nor is this a requirement of any entitlement. ABC requires only those owners and employees of the establishment who are involved in the sale of alcoholic beverages to complete approved course(s) in training of liquor sales and handling. Finally, neither the Lease nor the Municipal Code requires that the identity of tenants and/or subtenants be provided to the City as proposed by the recommendation.

Rec. 9: The MCGJ recommends that the City seek the maximum fines and penalties against GROUP within seven days of publication of this report.

Response 9: The recommendation will not be implemented because it is not warranted or is not reasonable. The facilities operated with both a valid ABC License and business license.

Rec. 10: The MCGJ recommends that the City enforce the maintenance provisions in Lease Section 16 to require SGM to pay for all deferred maintenance.

Response 10: The recommendation will not be implemented because it is not warranted or is not reasonable. This is not a requirement of the lease.

Rec. 11: The MCGJ recommends that the City enact adequate tracking systems to ensure that businesses are paying taxes to the City within 30 days from the publication of this report.

Response 11: The recommendation will not be implemented. The City already has an adequate system for tracking business license receipts, as described in the response to Finding 11.

Rec. 12: The MCGJ recommends that the City complete negotiations and memorialize the product of the negotiations into one modern consolidated Lease within 90 days from the publication of this report.

Response 12: The recommendation will not be implemented because it is not warranted or is not reasonable. The Lease, as amended, is legally sufficient. The latest amendment was approved June 21, 2023.

Rec. 13: The MCGJ recommends that the City recognize that SGM has represented its subtenant as Smokehouse and commence all appropriate actions to determine and correct the subtenant's true identity of the kitchen/dining and bar operator(s) within 30 days of the publication of this report.

Response 13: The recommendation will not be implemented because it is not warranted or is not reasonable. The City has no legal authority to require a business to use a certain name, fictitious or otherwise.

Rec. 14: The MCGJ recommends that the City investigate this subtenant discrepancy and take appropriate action within 7 days of the publication of this report.

Response 14: The recommendation will not be implemented because it is not warranted or is not reasonable. Moreover, this recommendation, as written, provides insufficient information. While the City desires to provide additional information, this recommendation is unclear as to what is being referenced.

Rec. 15: The MCGJ recommends that the City and SGM take action to correct these violations and complete the required work to avoid serious potential liability within 30 days of the publication of this report.

Response 15: The recommendation will not be implemented because it is not warranted or is not reasonable. While the City desires to provide additional information, this recommendation is unclear as to what is being referenced.

Rec. 16: The MCGJ recommends that the City enforce timely maintenance at the MMGC immediately.

Response: The recommendation has been implemented. The City will continue to implement this recommendation.

ATTACHMENTS:

1. Exhibit A: Amendment 1 to the agreement between City and SGM
2. Exhibit B: May 21, 2024 report to the City Council

Exhibit A: Amendment 1 to the agreement between City and SGM

**MADERA MUNICIPAL GOLF COURSE
OPERATION AND MANAGEMENT LEASE AGREEMENT AMENDMENT**

This Operation and Management Lease Agreement ("Lease Agreement") is made and amended into this 18th day of November 2009 by and between the **City of Madera**, a municipal corporation of the State of California, hereinafter called "City" and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610, hereinafter referred to as "Sierra" both hereinafter collectively referred to as "the parties.

RECITALS

WHEREAS, the City owns and operates the Madera Municipal Golf Course, hereinafter called "Golf Course," for the use and benefit of the public; and;

WHEREAS, the City desires to provide the highest level of service to the community of Madera by providing an improved golf course facility and related operations; and;

WHEREAS, the City has determined to privatize the management and operation of the Madera Municipal Golf Course by leasing the entire facility, including the clubhouse, to Sierra; and;

WHEREAS, The City, through an agreement with Golf Operations Inc. was obligated to purchase Pro Shop Inventory at wholesale value at the termination of the agreement; and;

WHEREAS, SGM Inc. has submitted a proposal to purchase the inventory at a reduced cost and sell the inventory through the Pro Shop.

AGREEMENT

In consideration of the recital listed above and the mutual obligations of the parties herein, City and SGM Inc. hereby to amend the Agreement as follows:

Section 1. Section 7.1 of the agreement is amended to read as follows:

7.1. Facility and Equipment Maintenance Services.

Sierra, at its sole cost and expense, shall furnish and shall maintain all equipment, supplies, and material of good quality and of sufficient number to fulfill the requirements of this Lease Agreement. Any equipment listed on Exhibit

"B" shall be returned to the City, and may be declared surplus under the guidelines and accounting standards established by the City, at such time as Sierra no longer requires the use of equipment for the following reasons:

- Unusable in present condition, no longer useful
- Having value but requiring repairs to make useable and repair cost is 50% of replacement value or more
- Having no future value as a useable commodity in its present condition
- Broken or worn-out to the point of having no saleable scrap value

Sierra agrees to purchase from the City all Pro Shop Inventory (Attachment A) at a cost of 20% of agreed upon wholesale cost. Final inventory will be agreed upon by both parties less and products sold by previous operator between November 1, 2009 and November 17, 2009.

Section 2. All other provisions of the Agreement not inconsistent with the terms of this Amendment shall remain in full force and effect.

IN WITNESS HEREOF, the Parties execute this agreement on the date first written above

CITY OF MADERA



Gary L. Svanda, Mayor, City of Madera.

SGM INC.



Jeffrey A. Christensen, President, SGM Inc.

ATTEST:



Sonia Alvarez, City Clerk, City of Madera

APPROVED AS TO FORM:



Richard K. Denhalter, City Attorney, City of Madera



12/3/09

Madera Municipal Golf Course

Physical Inventory as of 10/25/2009

Attachment "A"

Sales Item	Qty	Unit Cost	Cost
Access.- Brush Tee Oversize 3-Pack	4.00	\$3.0000	\$12.0000
Access.- Chapstik	36.00	\$1.2793	\$46.0548
Access.- Daphne Headcovers	15.00	\$11.5000	\$172.5000
Access.- Disposable Handwarmers	4.00	\$1.0100	\$4.0400
Access.- Gauztex	11.00	\$0.7500	\$8.2500
Access.- Get Ballzee	4.00	\$4.1500	\$16.6000
Access.- Golf Ball Pick Up	5.00	\$1.1000	\$5.5000
Access.- Line Em Up Marking Tool	1.00	\$4.6500	\$4.6500
Access.- Pro Grip Wax	11.00	\$1.5000	\$16.5000
Access.- Sharpie 4-Pack	3.00	\$3.8500	\$11.5500
Access.- Spikes Scorpion	20.00	\$6.8000	\$136.0000
Access.- Spikes Stinger	38.00	\$5.8000	\$220.4000
Access.- Sunscreen	45.00	\$1.5000	\$67.5000
Access.- Wire Groove Brush	5.00	\$1.9900	\$9.9500
Access.- Yardage Books	187.00	\$0.0100	\$1.8700
Bags- Alpine / 3 Wheel	2.00	\$55.0000	\$110.0000
Bags- Callaway Stand	5.00	\$62.5000	\$312.5000
Bags- Mizuno Stand	1.00	\$61.0000	\$61.0000
Bags- Ping Hooper	7.00	\$105.0000	\$735.0000
Bags- Ping Latitude	2.00	\$117.0000	\$234.0000
Bags- Titleist Carry	6.00	\$98.0000	\$588.0000
Bags- Titleist Staff	2.00	\$170.0000	\$340.0000
Ball Callaway Hx Bite Doz.	12.00	\$26.0000	\$312.0000
Ball Callaway Hx Bite Slv.	14.00	\$8.0000	\$112.0000
Ball Callaway Hx Hot Doz.	5.00	\$20.6400	\$103.2000
Ball Callaway Hx Hot Slv.	16.00	\$6.1200	\$97.9200
Ball Callaway Tour Ix Doz.	24.00	\$36.2000	\$868.8000
Ball Callaway Tour Ix Slv.	22.00	\$8.1600	\$179.5200
Ball Experienced	432.00	\$0.0400	\$17.2800
Ball Madera Logo	248.00	\$0.8800	\$218.2400
Ball Nike One Tour Doz.	10.00	\$33.5000	\$335.0000
Ball Nike One Tour Slv.	8.00	\$6.5000	\$52.0000
Ball Pinnacle 15 Packs	82.00	\$10.6824	\$875.9568
Ball Pinnacle Platinum Doz.	27.00	\$35.0000	\$945.0000
Ball Pinnacle Platinum Slv	43.00	\$4.0000	\$172.0000
Ball Titleist Dt Solo Doz.	10.00	\$16.2800	\$162.8000
Ball Titleist Dt Solo Slv.	8.00	\$3.5100	\$28.0800
Ball Titleist Nxt Doz.	3.00	\$24.0000	\$72.0000
Ball Titleist Nxt Slv.	20.00	\$5.2500	\$105.0000
Ball Titleist Pro V Doz.	24.00	\$38.0000	\$912.0000
Ball Titleist Pro V Slv.	14.00	\$8.8500	\$123.9000
Ball Top Flite 15 Pack XI	58.00	\$10.0000	\$580.0000
Ball Top Flite D2 6 Pak	11.00	\$4.0000	\$44.0000
Ball Top Flite Gamer Doz.	1.00	\$12.0000	\$12.0000
Ball Top Flite Gamer Slv.	6.00	\$4.2500	\$25.5000
Ball-Titleist Mlb	8.00	\$13.5000	\$108.0000
Cigar 13.95	12.00	\$3.4500	\$41.4000
Cigar 6.95	33.00	\$3.0000	\$99.0000
Cigar 7.95	35.00	\$4.5000	\$157.5000
Cigar 8.95	18.00	\$4.5000	\$81.0000

Sales Item	Qty	Unit C	Cost
Glove- Bagboy	108.00	\$2.5000	\$270.0000
Glove- Callaway Chev 18	103.00	\$5.5000	\$566.5000
Glove F3	2.00	\$8.2000	\$16.4000
Glove- Fresno State Fjoy	13.00	\$9.0000	\$117.0000
Glove Ladies Precept	2.00	\$7.2500	\$14.5000
Glove Mizuno	23.00	\$8.8800	\$204.2400
Glove Stacooler	1.00	\$6.4400	\$6.4400
Glove Titleist	2.00	\$8.2000	\$16.4000
Glove Weathersoft	37.00	\$6.8100	\$251.9700
Glove -Wintergloves	12.00	\$6.2500	\$75.0000
Glove Wolfe True Grip	4.00	\$5.1500	\$20.6000
Glove-Nike Dura Feel V	3.00	\$5.5000	\$16.5000
Grip Fancy	38.00	\$5.7975	\$220.3050
Grip Regular	23.00	\$2.4909	\$57.2907
Hat Cali Fame Straw	22.00	\$13.0000	\$286.0000
Hat Callaway	46.00	\$9.5600	\$439.7600
Hat Imperial	60.00	\$9.1000	\$546.0000
Hat Nike	2.00	\$11.5000	\$23.0000
Hat Titleist Mlb Hats	27.00	\$12.5000	\$337.5000
Hat Us Open	3.00	\$9.5000	\$28.5000
Iron Callaway Wedge Chrome	2.00	\$79.0000	\$158.0000
Iron Hogan Wedge	1.00	\$56.8500	\$56.8500
Iron Mizuno Raw Wedge	7.00	\$85.0000	\$595.0000
Iron Nike Wedge	1.00	\$72.0000	\$72.0000
Iron Ping Wedge	4.00	\$82.0000	\$328.0000
Iron Titleist Wedge -Vokey	1.00	\$79.4412	\$79.4412
Outerwear- Ashworth Sweatshirt	2.00	\$32.0000	\$64.0000
Outerwear- Callaway Half Zip Pullover	3.00	\$36.0000	\$108.0000
Outerwear- Callaway Sweater	8.00	\$33.0000	\$264.0000
Outerwear- Packaged Rain Suit Weather Co.	1.00	\$25.0000	\$25.0000
Outerwear- Vest Ashworth	3.00	\$18.5000	\$55.5000
Putter Clip	2.00	\$1.9500	\$3.9000
Putter Odyssey White Hot	3.00	\$87.0000	\$261.0000
Putter Ping G5/ I Series	2.00	\$83.0000	\$166.0000
Putter Ping Standard	1.00	\$60.0000	\$60.0000
Putter Titleist Scotty Cameron	2.00	\$179.6667	\$359.3334
Putter Tour Edge	3.00	\$25.0000	\$75.0000
Shirt Antigua	10.00	\$32.0000	\$320.0000
Shirt Ashworth Fancy	47.00	\$28.9600	\$1,361.1200
Shirt Ashworth Plain	58.00	\$24.4100	\$1,415.7800
Shirt- Callaway Ashworth Shirt Fancy	8.00	\$35.0000	\$280.0000
Shirt- Callaway Ashworth Shirt Plain	12.00	\$29.5000	\$354.0000
Shirt Heritage Cross Fancy	6.00	\$20.0000	\$120.0000
Shirt Heritage Cross Plain	25.00	\$14.0000	\$350.0000
Shirt- Ladies Heritage Cross	13.00	\$20.0000	\$260.0000
Shirt- Mock Womens Ashworth	3.00	\$18.5000	\$55.5000
Shirt Womens Ashworth	28.00	\$28.3100	\$792.6800

Sales Item	Qty	Unit	Cost
Shoe Laces Fjoy	25.00	\$0.5300	\$13.2500
Shoes- Fj Superlites	7.00	\$54.0000	\$378.0000
Shoes Fjoy Contour	1.00	\$65.7900	\$65.7900
Shoes Fjoy Dryjoy	5.00	\$72.5000	\$362.5000
Shoes Fjoy E-Comfort	8.00	\$54.2600	\$434.0800
Shoes Fjoy Greenjoys	35.00	\$35.6200	\$1,246.7000
Shoes Fjoy Reel-Fit	2.00	\$120.0000	\$240.0000
Shoes Fjoy Sandal	17.00	\$51.0000	\$867.0000
Shoes Golf Athletics	6.00	\$55.0000	\$330.0000
Shoes Ladies Lopro	3.00	\$62.0000	\$186.0000
Shoes-Fresno State Fj Contour	1.00	\$95.0000	\$95.0000
Shorts Ashworth	7.00	\$24.0000	\$168.0000
Shorts- Womens Ashworth	18.00	\$31.9565	\$575.2170
Socks Fjoy Ladies	1.00	\$2.7600	\$2.7600
Socks Jox Sox	51.00	\$2.9000	\$147.9000
Sunglasses Blink	6.00	\$20.0000	\$120.0000
Sunglasses Blink Polarized	13.00	\$25.0000	\$325.0000
Tees- Brush Tee Multi-Pack	5.00	\$5.2500	\$26.2500
Tees- Epoch Combo Pack	1.00	\$3.3500	\$3.3500
Tees- Long Package	253.00	\$0.3600	\$91.0800
Tees- Pride Sports Headercard 50 Pack	37.00	\$1.0900	\$40.3300
Tees- Pride Sports Headercard 75/100 Pack	90.00	\$2.0900	\$188.1000
Tees- Pro Length	7.00	\$2.5000	\$17.5000
Tees- Step Down	6.00	\$2.5000	\$15.0000
Towel Titleist	6.00	\$14.2500	\$85.5000
Towel-Global Madera Logo	21.00	\$9.7500	\$204.7500
Wood Adams Hybrid	4.00	\$120.0000	\$480.0000
Wood Callaway X460	1.00	\$224.4500	\$224.4500
Wood Cobra Hybrid Baffle	1.00	\$120.0000	\$120.0000
Wood Cobra Speed Driver	3.00	\$247.5000	\$742.5000
Wood Mizuno Mx 500	1.00	\$225.0000	\$225.0000
Wood Ping G5 / G10 Driver	1.00	\$220.0000	\$220.0000

\$31,215.08

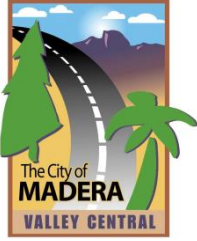
EXHIBIT 'B'

INVENTORY OF EQUIPMENT

QUANTITY	ITEM
1	Jacobson Gas Greens Mower
1	Jacobson Greens King 6 Greens Mower
2	Jacobson Greens King 5 Greens Mower
1	John Deere 1000 Tractor Mounted Aerators
1	Planet Air Tow Behind Aerator
2	John Deere Diesel Utility Vehicle
1	Cushman Truckster Utility Vehicle
3	Suzuki Quad Runner
1	Super Star 2WD Trap Rake
1	Smithco Trap Rake
1	Turfco Topdressor Pull Behind Models
1	Spray Star Greens Sprayer
1	Smithco Fairway Boom Sprayer
1	3-Yard Dump Trailer
2	Kubota L3250-TS Tractor (a with front end loader)
1	Golf Equipment Lift
1	Grinder for Reel Mowers
1	Bed Knife Grinder
3	Spare Rollers, pull behind mower
3	Spare Verticut rollers
3	Spare Cutting Units
4	Shop Work Benches 3-wood, 1-metal
1	250 Amp Welder
Misc	Spare Tires
Misc	Equipment repairs parts and supplies
1	Air Compressor
1	Bench Grinder
2	Vise's-Bench Mount
2	Metal Racks and Shelves
Misc	Cup Cutters
Misc	Water Squeegee
Misc	Spare Flag Poles
Misc	Spare Cups
1	Ice Machine
1	Drag Mat
3	Sod Cutters
1	Trash Pump

2	Drop Spreaders
1	Power Washer
1	Flammable Storage Container
Misc	Fuel Cans
1	Oil Drum
2	Desk and Chairs, misc. office supplies
Misc	Irrigation Supplies
Misc	Concrete Tools
1	Motorized sod cutter
Misc	Hand Tools
2	Storage Sheds
1	Parts Washer
1	Core Harvester Unit
1	300 Gallon Diesel Tank
3	Spreaders
2	Hand Pumps
2	Edger's
1	Pull Behind Blower
2	Hand Held Blower
1	Back Pack Sprayer
1	24' Cargo Trailer
1	Lilly Spreader
1	Gannon Box Scrapper
1	12' Trailer
2	Ladders

Exhibit B: May 1, 2024 report to the City Council



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2024

Agenda Number: E-2

SUBJECT:

Request for direction regarding deferred maintenance at Madera Municipal Golf Course

RECOMMENDATION:

Receive information on the current funding status of the Madera Municipal Golf Course and provide direction regarding deferred maintenance as appropriate.

SUMMARY:

During the City Council meeting on April 3, 2024, staff presented the annual report on the golf course. Following the presentation, Council requested an update on projected capital revenue and plans to address maintenance needs at the Golf Course. This item is intended to provide said information.

DISCUSSION:

During the June 21, 2023, City Council meeting, the Council approved a Ninth Amendment to the Madera Municipal Golf Course and Management Lease agreement with SGM Inc. dba Sierra Golf Management, Inc. (SGM). This amendment extended the existing lease agreement by an additional 5 years through June 30, 2028, and outlined a new and improved revenue agreement between the parties (Attachment 1).

Existing Agreement (Amendment 9 to the Agreement)

The following is a synopsis of the 9th Amendment.

- The agreement is for 5 years and includes, at City discretion, one (1) option to extend the term an additional (5) years. This agreement will expire on June 30, 2028, with a five-year extension available through June 30, 2033.
- The amendment allows for increased base rent and per-round golf rates compared to the previous contract.
- In years one through four, SGM will remit \$2.75 per round of golf to the City, increasing to \$3.00 per round in year five.
- SGM, the Clubhouse Tenant, currently Sugar Pine Smokehouse (SPS), and the City will each contribute \$25,000 annually to a capital improvement fund. Thus, the grand contribution for capital improvements annually shall be \$75,000.
- The base rent will be \$65,000 annually to lease the golf course and clubhouse facilities.
- The City will utilize the Golf course for 5 events;
 - Annual 4th of July Holiday Golf Tournament
 - Fishing Derby
 - Employee Appreciation Day
 - Yet to be determined
 - Yet to be determined
- There will be annual updates to the City Council on the previous year's improvements and the planning year's improvements.
- The City will hold SGM capital funds of \$50k annually until capital projects are completed.
- Golf Course Committee comprised of:
 - One City Council member
 - Parks Director
 - SGM Representative
 - Service Organization Representative
 - Golfer/At-large Community member
 - Food and Beverage Director/Representative

FINANCIAL IMPACT:

Table 1 provides a summary of the agreement.

Table 1: Overview of the Existing Agreement		
Terms	5 years	
Base rent to City per year	\$65k	
Per Round Rate to City	Years 1-4	Year 5
	\$2.75	\$3.00
Capital Improvements Contribution by SGM per year	\$50k	
Capital Improvements Contribution by the City per Year	\$25k	

While preparing the 9th Amendment to the agreement with SGM, assumptions were necessary to determine potential revenue. Table 2 provides an overview of the assumptions.

Table 2: Projected Revenue to the City from SGM per Amendment 9 (1)					
Year of contract per the 9 th Amendment	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
Base Fee	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Estimated Rounds	30k	30k	30k	30k	30k
Fees Per Round	\$2.75	\$2.75	\$2.75	\$2.75	\$3.00
Revenue for Rounds	\$82,500	\$82,500	\$82,500	\$82,500	\$90,000
Payment to the City	\$147,500	\$147,500	\$147,500	\$147,500	\$150,000
(1) Does not include Capital Improvements contributions which are identified in Table 6 of this report					

Condition and Improvement Plans

The City's contract fire marshal completed a site inspection of the Madera Golf Course on October 25, 2023. An inspection report was prepared on November 1, 2023 (Attachment 2) and shared with the advisory Committee shortly thereafter.

After review and discussion, the Committee drafted a letter (Attachment 3) outlining concerns relating to deferred maintenance at the Golf Course. However, the letter did not propose any cost estimates but was subsequently shared with the City Council on March 6, 2024.

Budgetary estimates addressing all deferred maintenance concerns were discussed during the Committee meeting held on April 22, 2024 (Table 3).

Table 3: Repair Estimates	
Deferred Maintenance Item	\$
Assembly Bldg. Tree Roots External Concrete	\$10,000
Missing Paint External	\$50,000
Exit Signage (Complete)	-
Kitchen Ceiling (Complete)	-
AC Mechanical Units	\$210,000
Restrooms (\$40K FY 23/24 + \$40K FY 24/25)	\$80,000
Egress Doors	\$60,000
Irrigation System (Full System)	\$4,000,000
Pump Station (1)	\$60,000
Heads and Controller (2)	\$1,000,000
Current Annual average Irrigation Repair Costs (1)	\$40,000
Invasive Grass and Weeds (SGM will handle)	-
Enhanced Practice Facilities (2)	TBD
Additional turf on the Driving Range (2)	TBD
(1) Alternative instead of replacing the complete irrigation system	
(2) Requires Additional clarification from USGA	

Table 4 provides an overview of the revenue the Golf Course has generated for the City over the last several fiscal years. It includes information on the sources of revenue, including income from SGM and any transfers of funds from the General Fund.

Table 4: Madera Golf Course Fund – Revenue (1)					
	Fiscal Year				
	2020/21	2021/22	2022/23	2023/24 (2)	2024/25 Projected
Rents/Pro Shop	\$20,049	\$19,970	\$24,267	\$50,799	\$65,000
Green Fee User Charges	\$58,004	\$54,742	\$59,878	\$78,584	\$90,000
Transfer-In (from the General Fund) (3)	\$298,804	\$298,151	\$298,804	\$76,336	\$0
Total Revenues	\$376,857	\$298,151	\$298,804	\$76,336	\$155,000
(1) All figures are rounded to the nearest dollar.					
(2) Year to date. There are still approximately 2 months remaining in this fiscal year.					
(3) Transfer-in are funds provided by the General Fund. Funds from the General Fund are transferred to the Golf Course Fund, thus it is shown as a revenue. These funds helped pay to service outstanding debt.					

Table 5 offers an overview of the City's expenditures related to the Golf Course, encompassing debt service, payments to the Airport due to the Golf Course's utilization of Airport-owned

property, and insurance costs. Notably, insurance expenses, previously covered by the General Fund, are now recorded in a newly established account to enhance transparency in financial reporting. This summary provides insight into the financial obligations of operating and maintaining the Golf Course.

Table 5: City Expenses for the Golf Course (1)					
	Fiscal Year				
	2020/21	2021/22	2022/23	2023/24 (2)	2024/25 Projected
Liability/Property Insurance	\$0	\$0	\$0	\$14,459	\$14,458
Payment to Airport	\$64,083	\$64,083	\$64,083	\$51,266	\$64,083
Interest Payment for Loan	\$32,128	\$22,590	\$12,744	\$2,581	\$0
Principal Payment for Loan	\$296,600	\$306,200	\$316,100	\$161,800	\$0
Total Expenses	\$392,811	\$392,873	\$392,927	\$230,106	\$78,541
(1) This does not include the City's contribution of \$25k for Capital Improvements as outlined in Amendment 9 beginning in Fiscal Year 2023/24. Capital Improvements contributions are listed in Table 5.					
(2) Year to date. There are still approximately 2 months remaining in this fiscal year.					

Capital Improvement Funds

The current contract includes provisions for the City to contribute \$25,000 annually towards capital improvements. As part of the 6th Amendment to the agreement with SGM, SGM contributed \$20k annually towards capital for 2 fiscal years, plus a one-time \$15k contribution for water improvements. Prior to the COVID pandemic, SGM contributed \$50k per year for capital improvements. In the current agreement, approved in June 2023, SGM contributes \$50k, whereas the City contributes \$25k for a total of \$75k per year.

Table 6: Capital Improvement Contributions per Amendment 9					
Year of contract	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
SGM	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Clubhouse	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
City Contribution	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Total Capital	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000

Why has the City historically subsidized the Golf Course?

The tables above summarize the revenue and expenses of operating the golf course. Notably, they highlight the General Fund's supplemental funding, which offsets the golf course's expenses.

It is essential to recognize that historically, the General Fund has played a crucial role in supporting the golf course financially. However, it's important to understand that the General Fund also subsidizes various other public spaces within the City, including:

- Town and Country Park
- McNally Park
- Pan-American Center
- Sunrise Rotary Sports Complex
- Frank Bergon
- Public pools

While the golf course and public pools are the only City facilities typically accessible via payment from visitors, the golf course is the only facility operated by a for-profit private company. This distinction is important in understanding the diverse operational models employed within our community spaces.

Furthermore, while programmed sports fields such as soccer fields and baseball diamonds are available to the public, it's pertinent to acknowledge that private leagues often lease these fields. However, the rental rates only partially reflect the actual costs of maintaining these facilities. As a result, the General Fund also subsidizes such facilities, emphasizing the broader context of financial support for public amenities within the city.

This holistic perspective underscores the understanding that profitability alone does not serve as the sole measure of the value these facilities bring to our community. Instead, they contribute to residents' overall well-being and enrichment, promoting recreation, leisure, and social cohesion.

Financial Outlook for the Golf Course

With the retirement of the debt, a significant milestone has been achieved. Projections indicate that revenue from the Golf Course is expected to surpass expenses for the first time. Table 7 outlines a summary of projected expenses versus revenue for the upcoming five years, offering an overview of the anticipated financial landscape.

<i>Table 7: Financial Outlook (Revenues minus Expenses) for 5 fiscal years based on assumptions</i>					
Year	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
Revenue					
Base Fee	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Estimated Rounds	30k	30k	30k	30k	30k
Fees Per Round	\$2.75	\$2.75	\$2.75	\$2.75	\$3.00
Revenue for Rounds	\$82,500	\$82,500	\$82,500	\$82,500	\$90,000
Ongoing Expenses					
Liability/Property Insurance	(\$14,459)	(\$14,458)	(\$15,000)	(\$15,000)	(\$15,000)
Payment to Airport	(\$64,083)	(\$64,083)	(\$64,083)	(\$51,266)	(\$64,083)
City Contribution for CIP	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
Total	\$43,958	\$43,959	\$43,417	\$56,234	\$50,917

ALTERNATIVES:

The staff has no recommendation currently. Request the council review the above information and determine whether it is feasible to stay the course as outlined in Amendment 9 or move forward with a budget adjustment addressing any or all the deferred maintenance items as presented.

ATTACHMENTS:

1. Resolution - Approving Ninth Amendment
2. Inspection Report for Madera Golf Course dated November 1, 2023
3. Golf Course Advisory Committee Letter received February 7, 2024

ATTACHMENT 1

RESOLUTION NO. 23-113

**NINTH AMENDMENT TO THE MADERA MUNICIPAL GOLF COURSE
OPERATION AND MANAGEMENT LEASE AGREEMENT WITH SGM INC.
DBA SIERRA GOLF MANAGEMENT INC.**

WHEREAS, the City of Madera (City) owns the Madera Municipal Golf Course, hereinafter called golf course for use and benefit of the public; and

WHEREAS, the City desires to provide the highest level of service to the community of Madera by providing an improved golf course facility and related operations; and

WHEREAS, the City and SGM Inc. DBA Sierra Golf Management Inc. (SGM) entered into a five-year agreement on October 7, 2009; and

WHEREAS, the initial five-year agreement allowed for a five-year extension and said five-year extension was exercised via Amendment on October 15, 2014; and

WHEREAS, on October 3, 2013, the City Council approved the second amendment to the agreement; and

WHEREAS, on October 15, 2014, the City Council approved the third amendment to the agreement; and

WHEREAS, on October 2, 2019, the City Council approved the fourth amendment to the agreement; and

WHEREAS, on April 15, 2020, the City Council approved the Fifth amendment to the agreement; and

WHEREAS, on March 17, 2021, the City Council approved the Sixth amendment to the agreement; and

WHEREAS, on April 27, 2023, the City Council approved the Seventh amendment to the agreement; and

WHEREAS, on May 28, 2023, the City Council approved the Eighth amendment to the agreement; and

WHEREAS, the existing agreement is set to expire on June 30, 2023; and

WHEREAS, the City SGM have been in negotiations to develop new lease terms for full-service golf course operations; and

WHEREAS, the City and Sierra Golf Management have agreed to extend the existing agreement to five years including a five-year renewal option; and

WHEREAS, all terms and conditions of the agreements shall remain unless expressly amended in the ninth amendment a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Ninth Amendment to the Lease Agreement with SGM for Golf Course Operation and Management which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Amendment on behalf of the City.
4. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Madera this 21st day of June 2023 by the following vote:


- AYES: Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia and Villegas.
- NOES: None.
- ABSTENTIONS: None.
- ABSENT: None.

APPROVED:



 SANTOS GARCIA, Mayor

ATTEST:



 ALICIA GONZALES, City Clerk



**NINTH AMENDMENT TO MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT
LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND SIERRA GOLF MANAGEMENT, INC.**

This Ninth Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement ("FIFTH Amendment") is made by and between the City Of Madera, a California municipal corporation, ("City"), and SGM Inc. dba Sierra Golf Management Inc., Post Office Box 788 Chowchilla, California 93610 ("Sierra") both hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS City and Sierra entered into an agreement on October 7, 2009, to contract for the operation and management of the Madera Municipal Golf Course ("Agreement"); and

WHEREAS, the Parties executed a Second Amendment to Agreement on July 3, 2013, a Third Amendment to Agreement on October 15, 2014, a Fourth Amendment to Agreement on October 2, 2019, a Fifth Amendment to Agreement on, a Sixth Amendment on April 15, 2020, a Seventh Amendment on 27 April 2023, an Eighth Amendment on May 28, 2023; and

WHEREAS, the Parties have been diligently negotiating a new long-term agreement for the last few months; and

WHEREAS the Agreement is set expire on June 30, 2023; and

WHEREAS, the Parties the parties have reached mutual agreement on a new long-term contract.

AMENDMENT

1. Section 2 of the Agreement entitled "Term" and as amended by prior amendments is amended by adding the following to the end of Section 2:

"Notwithstanding the above language, the term of this Agreement shall extend for a period not to exceed five years from the date of execution. Both parties agree to resume discussions related to exercising a five-year option to renew the agreement within 180 days of the termination date.

2. Section 5.1 of the Agreement entitled "Base Rent" and as amended by prior amendments is amended by adding the following to the end of Section 5.1:

"Notwithstanding the above language, the base rent shall be \$5416.66 per month during the term as described in Section 2 of the Agreement.

3. Section 5.2 of the Agreement entitled "Per Round Rate" and as amended by prior amendments is amended by adding the following to the end of Section 5.2:

"Notwithstanding the above language and Section 4.6 of the Agreement, the Per Round Rate shall be \$2.75 during years one (1) through four (4) and \$3.00 in year four (4) through five (5) during the term as described in Section 2 of the Agreement.

Years 1-4	\$2.75 per round
Year 5	\$3.00 per round

4. Section 5.5 of the Agreement entitled Capital Improvement Account is amended as follows.

Commencing on the Effective Date and continuing through the Initial Term and Renewal Term, the City shall hold in reserves \$75,000 in the Golf Course Capital Improvement Account and shall make such funds available exclusively for capital improvement projects at the Leased Premises.

5. Section 5.6 of the Agreement entitled Capital Improvement in the Agreement relating to Capital Improvements is amended as follows.

"Each year of the extended Agreement as per the Ninth Amendment, Sierra shall make capital improvements to the leased Premises in the amount of \$50,000 per year. Sierra and its Tenant shall make an annual expenditure of no less than \$25,000 each or \$50,000 in total per calendar year.

The first priority shall be the repair and upgrade of the banquet hall restrooms. In parallel or soon after, SGM will utilize the unexpended funds, \$15,000 previously allotted via Amendment no Sixth to address the issue of potable water. These funds will be utilized to purchase a new water tank and pump.

All other said capital improvements, and order of priority shall be determined by the Golf Course Committee.

6. Section 7.13 of the agreement entitled Restaurant and Banquet Operations is Amended as follows.

Sentence 2 of Paragraph No 2 is deleted in its entirety and replaced with "Should SPS vacate the clubhouse, the City, and SGM will work together to procure a new operator"

7. Section 40 is added to the agreement to read as follows;

The City will utilize the Golf course for 5 events;

1. Annual 4th of July Holiday Golf Tournament
2. Fishing Derby
3. Employee Appreciation Day
4. Yet to determined
5. Yet to be determined

8. Section 41 is added to the agreement to read as follow:

Golf Course Advisory Committee – Within 30 days of the effective date of this contract, a Golf Course Working Group shall be mutually established between the parties. The group shall be comprised of:


1. One City Council member
2. Parks Director
3. SGM Representative
4. Service Organization Representative
5. Golfer
6. Food and Beverage Director/Representative
7. At-large Community member


9. Except as amended by this Ninth Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the City of Madera has caused this Ninth Amendment to Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and SGM Inc. dba Sierra Golf Management Inc. has executed this Ninth Amendment to Madera Municipal Golf Course Operation and Management Lease Agreement on the day and year written below.

CITY OF MADERA,
A municipal corporation

**SGM INC. DBA SIERRA GOLF MANAGEMENT
INC.**


Santos Garcia, Mayor


Jeff Christenson, President/CEO

Date

07/12/23

Date

6-23-2023

APPROVED AS TO FORM:

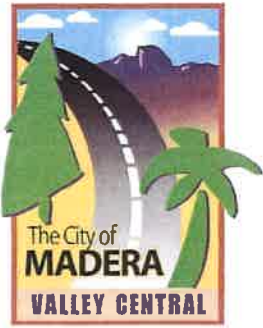

Hilda Cantu Montoy,

City Attorney ATTEST:


Alicia Gonzales, City Clerk



ATTACHMENT 2



City of Madera

November 1, 2023

RE: Inspection Report for Madera Golf Course

On October 25, 2023, an inspection of the Madera Golf Course located at Ave 17 was performed. The following is a report of what was observed during the site inspection. The report is divided into 2 sections; the first is the assessment for the assembly building and the second is for the pro-shop and maintenance building.

Assembly Building

1. Exterior concrete is heaved at the tree located outside the entry to the bar causing rainwater to flow towards/into building. Recommend tree removal and replace concrete as needed to provide proper slope at a minimum of 1% away from building. NOTE: The slope cannot exceed 2% at the accessible landing or 5% in any location.
2. The flooring inside the entry to the bar is water damaged and needs to be replaced.
3. Multiple locations along the exterior have missing paint creating a weather-proofing issue. All damage needs to be repainted.
4. Exit signage throughout needs to be checked, repaired and replaced. Due to the age of the units replacement is recommended but not required.
5. Repairs to the ceiling in the kitchen were made from a burst pipe. All such repairs need to be completed and must have surfaces that are non-absorbent so they may be cleaned in accordance with Health Department regulations.
6. Mechanical Units on the north side appear to have excessive condensation which has caused multiple problems in the Mechanical Room.
 - The insulation is missing from condensing lines.
 - There are multiple holes in the ceiling.
 - There are multiple missing electrical cover plates.
 - The condensation pans appear to be quite rusted and leaky.
 - The units appear to have multiple repairs performed, but the age suggests that these are at the end of their life expectancy. New more efficient units are highly recommended.
7. The restrooms are dated but reasonably well maintained. However, the sinks and fixtures do not meet accessibility requirements. Therefore, if the bathrooms are to be refinished, such upgrades will be required. Also, since such upgrades are warranted by the Accessibility provisions of the California Building Codes and the ADA law, this protects the City from lawsuits. Also, such retrofit will require complying with CalGreen for water consumption which is simply low-flow fixtures.
8. Multiple egress doors need to be repaired/replaced. It appears the problem is mostly that the astragals (center vertical support rod) are not working properly. The doors themselves do not

appear to have significant damage although some signs of weathering and warping does exist. The panic hardware should be removed and replaced since apparently repairs have been attempted but with limited success. Some doors exceed the maximum 5# opening force as required by the Accessibility provisions of the California Building Codes and the ADA law.

9. The items below are required as components of the work to be performed because they were identified during the site inspection as not being code compliant.
 - Changes to accessibility generally will trigger upgrading the accessible path to such improvements from the public right-of-way. Such a path does not currently exist.
 - Proper air gap must be provided at drain lines at the floor sink in the kitchen.

Pro-Shop & Maintenance

1. The women's restroom does not have accessible sinks as well as paper towel dispensers.
2. A number of lights in the maintenance shop need to be repaired or replaced.
3. The main electrical service panel is obstructed by items. A minimum of 30 inches of clear space must be provided at all times.

A building permit is required for repairs and plans must be submitted which show all proposed work and shall include a copy of this letter with the application.

If you have any further questions, please contact me at (559) 661-5442

Thank you,



Matthew S. Tarr, FPE
Interim Fire Marshal

ATTACHMENT 3



Mayor Santos Garcia
Madera City Council
205 W. 4th Street
Madera, CA 93637

Re. Madera Municipal Golf Course

Dear Mayor Garcia and Councilmembers,

The Golf Course Advisory Committee (GCAC) is writing this letter to provide an update on the committee’s work thus far and to request a joint workshop with the council to obtain specific direction that will guide the committee’s work for the following two to three years.

The GCAC has reviewed the lease (2009) which created the committee and has obtained a limited understanding of what we believe to be the city councils’ directives, including the 9th amendment. What stood out to the GCAC and continues to be the focus is, the “City’s desire to provide the highest level of service to the community of Madera”. The GCAC is requesting a workshop to clarify and receive specific direction on what it means to provide “the highest level of service”.

Ongoing GCAC Review

On October 25, 2023, an inspection of the Madera Golf Course located at Avenue 17 was performed by Interim Fire Marshal, Matthew S. Tar. The GCAC has discussed the inspection report at length, and the review just leads the GCAC to more unanswered questions and the need for guidance from the council.

Inspection Report – Assembly Building

1-2. Issue: Due to tree roots, external concrete is heaved causing rainwater to flow towards the building. Tree needs to be removed, concrete replaced and water-damaged flooring inside the entry replaced.

GCAC Response: The lease does not include provisions for the tenant to be responsible for tree removal or required concrete work. Future workshop should include whether this expenditure would utilize the Capital Improvements Fund. Or if not, would the City remediate without using the Capital Improvements Fund?

3. Multiple locations along the external having missing paint creating a weather-proofing issue.

GCAC Response: Specifics are required to fully understand the extent of this issue.

4. Exit signage throughout the building needs to be checked, repaired, and replaced.

GCAC Response: The need to ensure that the exit signage is working throughout the building is being addressed, receipts will be retained, and the invoice applied to the Capital Improvements Fund.

5. Completion of repairs to the ceiling in the kitchen need to be completed and kitchen surfaces must be non-absorbent so that they can be cleaned according to health department regulations.

GCAC Response: The tenant is responsible for rectifying these issues and work will be completed by their in-house team.

6. Mechanical Units – Due to age, new more efficient units are recommended.

GCAC Response: Due to the expected replacement costs, the committee is recommending replacing them in phases.

7. Restrooms need to meet ADA requirements.

GCAC Response: Highest Priority

Prioritized to reduce the potential for liability:

Assembly Building: Modify the women's restroom to meet ADA compliance. Remodel to the extent of painting and repairing /replacing broken toilets-fixtures.

Pro Shop: Modify the women's restroom to meet ADA compliance.
--

Assembly Building: Repair-replace egress doors to meet ADA compliance.

Assembly Building: Removal tree and replace concrete.
--

Future Items of Note

Deferred Maintenance of Irrigation System

Control of invasive Grasses and Weeds

Enhanced Practice Facilities

Additional Turf on Driving Range
