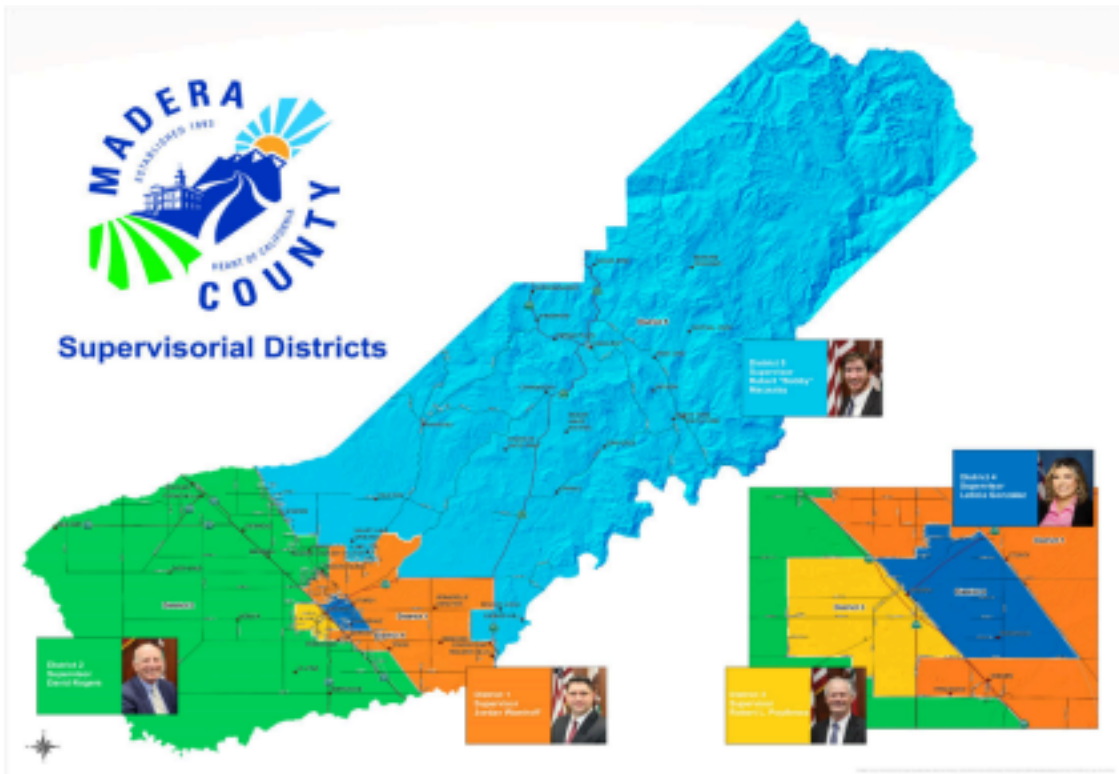


This document is an extract of a larger publication.

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**Responses to the Grand Jury: Buried in the Consent Calendar**

**Released 5/20/2025**

**2425-09**

**Prepared by the**

**2024-2025 Madera County Grand Jury**

**SUMMARY**

On February 5, 2025, the Madera County Board of Supervisors (BOS) proclaimed February Civil Grand Jury Month. Following the presentation and a photograph, two members of the BOS called Grand Jury service “a labor of love” referring to the time and dedication and said, “you are taking your free time to step up to serve the residents of Madera County”.

However, February 5, 2025 the proclamation and past actions have not aligned with efforts to provide the residents of Madera County with transparent access, with an audible verbalization of the Board’s response to any report, on-the-record, of the recommendations. The Grand Jury’s job is to make recommendations to increase efficiencies of governmental operations and to point out any discrepancies. The Grand Jury's responsibility, as stated in the Proclamation, is to:

***“ensure government efficiency, accountability in taxpayer expenditures, and the integrity of public office holders and entities”.***

**BACKGROUND**

Madera County's Grand Jury comprises 19 citizens. The MCGJ investigates city, county, and district agencies and recommends improvements to their operations and efficiency for the benefit of county residents. These recommendations are presented in each of the reports filed and delivered to the Board of Supervisors requiring a response to each of the recommendations according to Penal Code 933.05.

On September 17, 2024, and within the stipulated 90-day time period, the Board of Supervisors issued the required responses to the following 2023-2024 Grand Jury Reports:

- Penal Institutions in Madera County 2324-01: Juvenile Detention Facility, and Madera County Jail
- Madera County’s Behavioral Health Services 2324-02
- Madera County Animal Services It’s A Dog’s Life 2324-03
- Fairmead: Waiting For a Train 2324-04

- Madera County Strategic Plan-Mission 2324-05
- Madera County Civil Grand Jury Continuity Report 2324-07

Responses from the Madera County Board of Supervisors were buried in the Consent Calendar, with the text containing the response (covering pages 191-295) hidden in the multi-page meeting packet (857 pages on September 17, 2024) and among the 18 item Consent Calendar. All items contained on the Consent Calendar are typically approved in one motion with a quorum vote.

## METHODOLOGY

- Inspected the February 4, 2025 BOS meeting packet.
- Viewed the February 4, 2025 BOS meeting video.
- Reviewed the September 17, 2024 BOS agenda.
- Reviewed September 17, 2024 BOS case meeting packet.
- Viewed the September 17, 2024 BOS meeting video.
- Reviewed an example of an accountability report. [F027- Compliance Response Report 2024-2025 Final 2.20.2025.2.pdf](#)

## ABBREVIATIONS

BOS- Board of Supervisors

P-L-A-C-E- Professionalism, Loyalty, Accountability, Compassion, Excellence

## DISCUSSION

The Grand Jury examines various aspects of city and county governance, operations, and services. Members serve a one-year term to investigate operations, efficiencies and issue reports. Reports are intended to promote and encourage transparency and accountability in local government and to enable Madera County to achieve the consistent practice of **P-L-A-C-E**, (**Professionalism, Loyalty, Accountability, Compassion**, and **Excellence**) as adopted by the Board of Supervisors as part of the county strategic plan.

Required responses from the Board of Supervisors to the 2023-2024 Grand Jury reports were buried on the regular Board of Supervisors' September 17, 2024 meeting agenda. The County's Responses, required by CA Penal Code 933.05 to each of seven reports were buried in the Consent Calendar as Items 5 - J through P.

Board action for items contained in the Consent Calendar requires only one motion for approval of all items. On September 17, 2024 there were 18 items on the Consent Calendar. In the 857 multi-page packet containing supporting documentation for agenda items, the responses and supporting documentation covered pages 191-295.

The only exception to the one motion occurs when a supervisor or a member of the public requests that the item be pulled for further discussion. Supervisors typically pull items from the Consent Calendar to provide an on-the-record verbal announcement for their respective constituents.

The responses to Madera County Grand Jury reports on the September 17, 2024 were passed as a part of the consent calendar motion were the following:

**J. 11080: COUNTY ADMINISTRATION DEPARTMENT/RISK MANAGEMENT & LEGAL SERVICES DIVISION** Consideration of approval of the response to the 2023-2024 Grand Jury Report entitled "Madera county Juveniles Detention Facility"

**K. 11081: COUNTY ADMINISTRATION DEPARTMENT/RISK MANAGEMENT & LEGAL SERVICES DIVISION** Consideration of approval of the response to the 2023-2024 Grand Jury Report entitled "Madera County Jail"

**L. 11082: COUNTY ADMINISTRATION DEPARTMENT/RISK MANAGEMENT & LEGAL SERVICES DIVISION** Consideration of approval of the response to the 2023-2024 Grand Jury Report entitled "Animal Services"

**M. 11083: COUNTY ADMINISTRATION DEPARTMENT/RISK MANAGEMENT & LEGAL SERVICES DIVISION** Consideration of approval of the response to the 2023-2024 Grand Jury Report entitled "Madera County Civil Gand Jury Continuity Report"

**N. 11084: COUNTY ADMINISTRATION DEPARTMENT/RISK MANAGEMENT & LEGAL SERVICES DIVISION** Consideration of approval of the response to the 2023-2024 Grand Jury Report entitled "Madera County Strategic Plan-Mission 2023"

**O. 11085: COUNTY ADMINISTRATION DEPARTMENT/RISK MANAGEMENT & LEGAL SERVICES DIVISION** Consideration of approval of the response to the 2023-2024 Grand Jury Report entitled “Madera County Behavioral Health Services”

**P. 11086: COUNTY ADMINISTRATION DEPARTMENT/RISK MANAGEMENT & LEGAL SERVICES DIVISION** Consideration of approval of the response to the 2023-2024 Grand Jury Report entitled “Fairmead: Waiting for a Train”

The details of the Board of Supervisors’ responses to the Grand Jury’s Final Reports are only accessible through a multi-page meeting packet or on the Grand Jury website. This limitation obscures transparency and erodes public trust when the Board of Supervisors does not read the respective responses into-the-record.

Once a Grand Jury report is issued, the Required Respondents are required by Penal Code 933.05 to submit a response for findings and recommendations to both the Presiding Judge of the Madera County Superior Court and to the Madera County Grand Jury. For the Board of Supervisors, the time is 90 days from the publication date. For department heads and elected individuals, the time is 60 days.

The responses to each finding and recommendation are specified in the Penal Code:

For purposes of subdivision (b) of Section 933.05,

- (1) The recommendation has been implemented, with a summary regarding the implemented action.*
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.*
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.*
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.*

However, none of the BOS responses provided to the Madera County Superior Court or the Madera County Grand Jury were discussed during open session. **In the proclamation made by the Board of Supervisors the proclamation said:** *Board of Supervisors*

***Proclamation***

Civil Grand Jury Awareness Month in Madera County

February 2025

**WHEREAS**, the civil grand jury consists of a panel of 19 citizens that serves the residents of the County of Madera for a one-year period after selection; and

**WHEREAS**, the Grand Jury is truly an independent investigative body, operationally separate from the entities and officials they investigate and who are officers of the court under the guidance of the Madera County Superior Court Presiding Judge; and

**WHEREAS**, the Civil Grand Jury devotes hours of time and attention to county, city, school district and special district administration and governance in an effort to secure effect activeness and government efficiency and understanding of taxpayer expenditures and public office holders and entity integrity, and

**WHEREAS** the Grand Jury carries out its responsibilities by investigations prompted by not only the concerns of that jurors, but also by formal citizen complaints; and

**WHEREAS**, the Grand Jury primarily relies upon public awareness and responsiveness of the public, media, and local govern officials to its reports of findings and recommendations

**WHEREAS**, the Grand Jury is recognized for their dedicated service and their dedicated time volunteering to make Madera County governmental and special district entities more efficient for the best interests of the community

**NOW THEREFORE BE IT PROCLAIMED**, on February 4, 2025 the Madera County Board of Supervisors proclaims February 2025 as Grand Jury month in Madera County, in order to bring better awareness to the Grand Jury's responsibility and to encourage citizen participation in the Grand Jury process.

To ensure transparency and public awareness, the Board of Supervisors should treat responses to Grand Jury reports with the same level of importance as official legislative correspondence. Just as official letters concerning upcoming legislation are presented to and discussed by the Board, responses to Grand Jury reports, which are sent to the supervising judge of the Madera County Superior Court, should also be formally presented and discussed in the same public manner.

## **FINDINGS**

**F1.** The MCGJ finds that the responses were received within the 90-day period as required by Penal Code 933.05.

**F2.** The MCGJ finds that the responses were properly sent to the appropriate recipients, including the Presiding Judge and the Madera County Grand Jury.

**F3.** The MCGJ finds that the responses to the Madera County Grand Jury reports for the year 2023-24 were made in accordance with the guidelines outlined in Penal Code 933.05.

**F4.** The MCGJ finds that the review, approval, and signing of the Board of Supervisors' responses to the MCGJ's final report is systemically hidden in the consent calendar.

## **RECOMMENDATIONS**

**R1.** The MCGJ recommends that all future responses be submitted within the 90-day period required by Penal Code 933.05 to ensure continued compliance and accountability.

**R2.** The MCGJ encourages that responses continue to be addressed and delivered promptly to both the Presiding Judge and the Madera County Grand Jury, maintaining the integrity of the reporting process.

**R3.** The MCGJ recommends that future responses clearly and thoroughly address each finding and recommendation, in accordance with Penal Code 933.05, to avoid any ambiguity and to strengthen the response process.

**R4.** The MCGJ recommends that the review, approval, and signing of the Board of Supervisors' responses to the MCGJ's final report be placed on the agenda outside of the consent calendar as a separate item and moved to the beginning of any scheduled public meeting concerning the report, in order to promote transparency, reinforce public trust, and demonstrate a strong commitment to open government principles.

## **REQUIRED RESPONDENTS**

Pursuant to Penal Code Section 933 and 933.5, the Madera County Grand Jury requests responses as follows from the elected County elected officials within 90 days:

Madera County Board of Supervisors  
200 W 4th St Ste 4  
Madera, CA 93637

## **INVITED RESPONDENTS**

Pursuant to Penal Code Sections 933 and 933.05, the Grand Jury invites responses as follows: From the following governing bodies within 60 days:

Madera County Chief Administrative Officer  
200 W 4th St Ste 4  
Madera, CA 93637

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Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and

\* Note: This report was prepared using current information available on the confidentiality of those who participate in any Civil Grand Jury investigation.

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## ATTACHMENT

### Penal Code 933.05

#### § 933.05. Responses to Findings (Excerpt)

- (a) For purposes of subdivision (b) of Section 933.05, as to **each** grand jury **finding**, the responding person or entity shall indicate one of the following:
- (1) The respondent agrees with the finding.
  - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.
- (b) For purposes of subdivision (b) of Section 933.05, as to **each** grand jury **recommendation**, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, with a summary regarding the implemented action.
  - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
  - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
  - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report. (*Emphasis added.*)

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**MADERA COUNTY GRAND JURY**  
P.O. Box 534, Madera, CA 93639 559.363.8785



**Chowchilla Volunteer Fire Department**  
**2425-10**  
Prepared by the  
**2024-2025 Madera County Grand Jury**

**SUMMARY**

Since 1923, the City of Chowchilla and its residents have been served by a volunteer fire department. The Chowchilla Volunteer Firefighters have been an integral part of the community for over a century.

As of April 2025, the City of Chowchilla had a population of 19,669 residents, yet the City of Chowchilla continues to operate with a volunteer fire department. Similar-sized towns in California, such as Soledad and the City of Selma, have transitioned to full-time or combination fire departments (a mix of career and volunteer firefighters) to address emergency response needs better. With Chowchilla’s rapid growth in residential housing and commercial developments, the Madera County Grand Jury (MCGJ) recommends that the current volunteer fire department transition to a full-time state-certified fire department to meet the community's growth.

**ABBREVIATIONS/GLOSSARY**

- CCWF - Central California Women’s Facility
  
- CDCR - California Department of Corrections and Rehabilitation
  
- CVFDA - Chowchilla Volunteer Fire Department Association
  
- MCGJ - Madera County Grand Jury

**METHODOLOGY**

- Interviewed key CalFire and volunteer personnel
- Toured Cal Fire Station #1
- Toured CCWF Fire Station #5
- Toured Chowchilla Fire Station #1
- Reviewed training materials and records
- Reviewed Equipment Inventory Lists
- Reviewed Equipment Capacity

- Surveyed response area maps
- Examined response records and type of incident
- Reviewed CalFire Strategic Plan 2024
- Reviewed the Major incident report
- Reviewed the City of Chowchilla's Fire Department budget
- Expenditures funded by Measure N
- Reviewed the Memorandum of Agreement for Fire and Emergency Services between the City of Chowchilla and the CVFDA
- Reviewed the Site and Use Agreement between the City of Chowchilla and the CVFDA for the use of the Facilities and Equipment

## **BACKGROUND**

Chowchilla is a rapidly growing city that has recently approved 225 new residential units and nine commercial development projects, including the 560,000-square-foot Auto Zone Distribution Center and the Chowchilla High School District's 12,600-square-foot Transportation Center.

As of 2025, the city's population exceeds 19,000 residents. Despite this growth, Chowchilla continues to rely solely on a volunteer fire department to provide fire protection and emergency response services.

The increasing frequency and severity of fires throughout California underscore the heightened risk to life and property, raising concerns about whether a volunteer-based model remains sufficient for the city's needs. In response to these concerns, on January 10, 2025, the MCGJ visited Chowchilla Fire Station 1 at 240 North First Street within the Public Works Yard. During the visit, the MCGJ observed the department's operational capabilities, reviewed its facilities, and attempted to examine training records to assess whether the current volunteer fire department model remains adequate for a City of Chowchilla's size and trajectory.

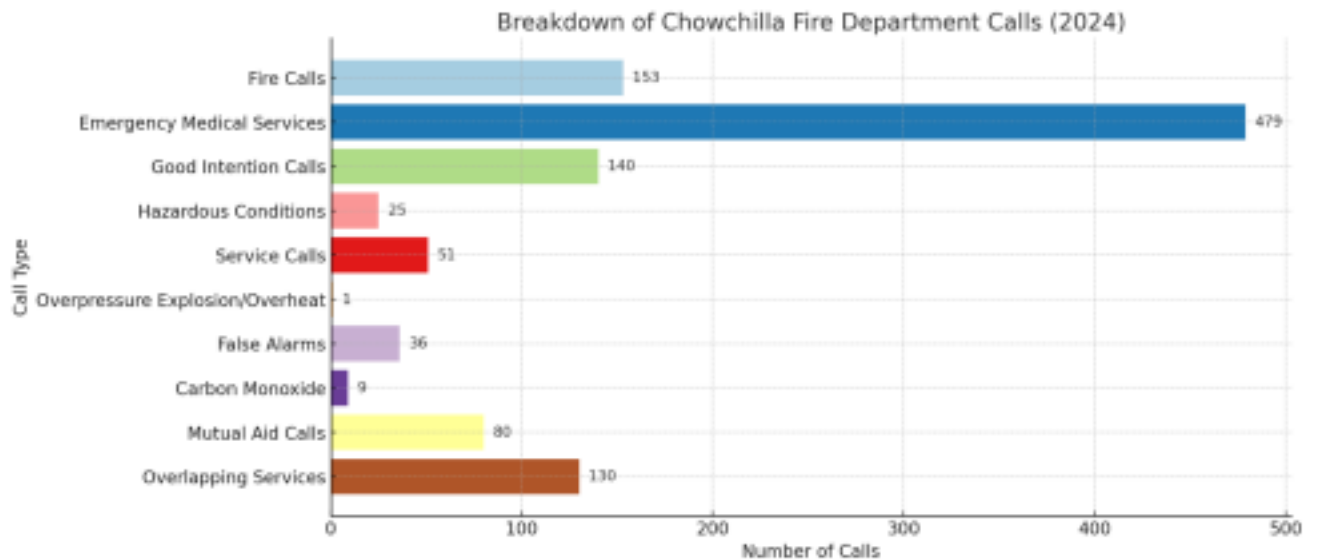
## DISCUSSION

### Department Overview

The CVFDA operates as an emergency response agency, providing fire suppression, medical emergency response, and hazardous materials mitigation. The department's primary objective is to protect the lives and property of Chowchilla's residents from fires, medical emergencies and other dangerous incidents. Additional fire support, when needed, is available from the California Department of Corrections and Rehabilitation (CDCR) Station 5, located at the Central California Women's Facility (CCWF), and from CalFire.

### Dispatch and Response Procedures

Emergency calls to the Chowchilla Fire Department are received and dispatched by the Chowchilla Police Department. The department receives the majority of calls for medical emergencies rather than fire-related incidents.



## **Chowchilla Volunteer Fire Department**

During the 2024 calendar year, the CVFDA responded to 885 calls. This represents a significant increase from the 473 calls reported five years earlier, according to the Madera County Fire Department 2019 Annual Review of Chowchilla. Of the 885 calls, 153 were fire calls and 479 were for emergency medical services, 140 good intention calls, 25 hazardous conditions, 51 service calls, one overpressure explosion (overheat with no fire) and 36 false alarms. Calls involving Carbon Monoxide were nine, 80 were mutual aid calls, and 130 involved overlapping services. Responding firefighters from the department remained on the scene for an average of 23 minutes, according to CVFDA records.

## **Funding**

Funding for the City of Chowchilla's Fire Department comes from the City's General Fund, the Facilities District, property tax and tax money generated by Measure N. Measure N generated \$936,797 in revenue in 2017, following the community's identification of critical needs for the Police and Fire Departments. For the Police Department, priorities included patrol officers, patrol vehicles, a detective, a community service officer and essential equipment. The CVFDA identified its primary needs as additional personnel, firefighting equipment and storage facilities.

In the initial proposal for Years 1 through 8, the Fire Department allocated \$100,000 for capital needs only in Year 1, with all remaining funds directed toward personnel and equipment. The original passage of Measure N in 2018, followed by its renewal in 2024 without a sunset clause, ensures a continuous and reliable funding stream. This sustained funding is intended to support acquiring additional equipment and developing a full-time firefighting staff.

In 2024, the City of Chowchilla added a fire inspector to assist businesses within the community with fire-preventative measures and planning. The fire inspector also provides fire prevention education for area schools. In addition to the fire inspector, a second command vehicle and four fire engine bays have been added to the fire department.

The fire department facility has undergone several renovations to enhance

its functionality and accommodate the needs of its personnel. Additions include a large training room, a fitness area and improved living quarters featuring individual rooms for overnight firefighters. The facility also has a kitchen and a TV room, providing a more comfortable and well-equipped environment for the department’s staff.

### **Facility and Equipment**

During the MCGJ visit, Station 1 appeared well-maintained and adequately equipped. The CVFDA currently has access to the following equipment:

<b>Engine</b>	<b>Year Manufacturer/Model</b>	<b>Pump (GPM)</b>	<b>Tank (Gallons)</b>	<b>Status</b>
Engine 63	2023 Freightliner Rosenbauer	FX 1500	770	Active
Engine 64	2017 Rosenbauer Commander	1500	770	Active
Engine 65	2008 Ford 550 Hi-Tech	80	250	Active
Reserve Engine 67	2005 International Hi-Tech	1500	700	Reserve
Reserve Engine 6	1992 International KME	1250	600	Reserve
Reserve Engine 2	1936 Ford Van-Pelt	500	200	Reserve

Firefighting equipment must be regularly updated to meet evolving safety standards and technological advancements.

### **Training and Staffing**

New members of the CVFDA, who the fire chief has approved, attend weekly training sessions at the city’s only fire station. The basic training for probationary volunteers lasts one year, providing them time to gain and demonstrate their skills. Volunteers are assessed on their skill mastery by the fire chief. This hands-on evaluation ensures that trainees are learning and capable of performing the tasks they are trained for. The training system is based on performance, meaning that volunteers are expected to

demonstrate competence in each task outlined in the task book. This approach is focused on practical skill application, not just theoretical knowledge. The Office of the State Fire Marshall (OSFM) assesses fire stations in the State of California and is responsible for various aspects of fire safety and volunteer fire department regulations, including training and standards.

### **City of Chowchilla Firefighter Task Book**

The Chowchilla Firefighter Task Book is an eight-page document that is a key part of the training process. It outlines the essential tasks that volunteers must master and provides a structured skill development and evaluation framework.

The City of Chowchilla Firefighter Task Book indicates that firefighters are evaluated in one of three manners: in the classroom, through a discussion and by a performance or demonstration for the Evaluator. In-house trainers measure competency during the year-long program at several intervals.

### **Lack of Training Records**

During the MCGJ visit, training records for the volunteer firefighters were requested. The MCGJ was advised that the password and login to the computer had failed. In addition to the computer failure, the department did not have any manual records as a backup for the MCGJ to review. The absence of these records readily available demonstrated to the MCGJ that improvements need to be made in this area of record keeping. Training records are essential and necessary to show transparency and that the volunteer firefighters are meeting the performance standards required for this position as per the contract with the City of Chowchilla.

### **Observations and Conclusions**

While the dedication and service of the Chowchilla Volunteer Fire Department Association is commendable, the city's rapid expansion presents new challenges that may outpace the capabilities of a volunteer-based model. The MCGJ recommends that Chowchilla explore alternative options, such as:

- Transitioning to a combination fire department that includes both full-time and volunteer firefighters to ensure round-the-clock coverage.

- Conducting a feasibility study on the financial and operational aspects of the requirements of moving to a fully staffed department.
- Seeking additional funding sources through grants, municipal budgets, or community partnerships to enhance fire services.
- Improving training and response strategies to reduce delays and increase efficiency.

As Chowchilla continues to grow, ensuring that fire protection services keep pace with development is essential for public safety and the well-being of its residents.

## **FINDINGS**

**F1.** The Madera County Grand Jury finds that the Chowchilla Volunteer Fire Department Association has devoted numerous hours to protecting persons and property in the City of Chowchilla since 1923.

**F2.** The Madera County Grand Jury finds that the City of Chowchilla has grown substantially and the volunteers may no longer be adequate to provide the services needed by the community's residents.

**F3.** The Madera County Grand Jury finds no available training records upon request.

**F4.** The Madera County Grand Jury has found that volunteer training is provided by in-house trainers and that the in-house evaluation process lacks external oversight.

## **RECOMMENDATIONS**

**R1.** The Madera County Grand Jury recommends that the Chowchilla City Council develop a plan to hire a full-time paid fire department crew to begin the 2026-27 fiscal year.

**R2.** The Madera County Grand Jury recommends that select Chowchilla Volunteer Fire Department Association members assist the City of Chowchilla develop a transition plan to a California state-certified full-time fire department.

**R3.** The Madera County Grand Jury recommends that the Chowchilla Fire Department maintain and make all training records available for firefighting personnel.

**R4.** The Madera County Grand Jury recommends that the City of Chowchilla requests the Office of the State Fire Marshall (OSFM) conduct a current Chowchilla Volunteer Fire Department assessment. The evaluation and the results will be submitted to the Court and the Grand Jury within 90 days of publication of this report.

### **REQUIRED RESPONSES**

Pursuant to Penal Code Sections 933 and 933.5, the Madera County Grand Jury requests responses as follows from the elected County elected officials within 90 days:

Chowchilla City Council  
130 S. 2nd Street  
Chowchilla, CA 93610

City of Chowchilla Mayor  
130 S. Second St.  
Chowchilla, CA 93610

### **INVITED RESPONSES**

Pursuant to Penal Code Sections 933 and 933.5, the Madera County Grand Jury requests responses as follows from the elected County elected officials within 60 days:

City of Chowchilla Fire Chief  
240 North First Street  
Chowchilla, CA 93610

Chowchilla City Administrator  
130 S. Second St.  
Chowchilla, CA 93610

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Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929, prohibiting disclosure of witness identity, to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand investigation.

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\*Note: This report was prepared using current information available on the websites listed.

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**City “Bogeys” Grand Jury’s Report  
2425-11  
Prepared by the  
2024-2025 Madera County Grand Jury**

## SUMMARY

This report by the Madera County Grand Jury (MCGJ) reveals systemic dysfunction, concealment, and a troubling lack of oversight within the City of Madera's (City) government, particularly regarding the operations and management of the Madera Municipal Golf Course (Course). It outlines a pattern of administrative failures, noncompliance with municipal code, and efforts by senior officials to obscure the truth from the Madera City Council (Council) and the public.

Although the City established the Course in 1991, it has never operated it. The City has leased out the management and maintenance of the Course to at least nine different private concerns since the opening. The current operator, since 2009, is SGM, Inc., dba Sierra Golf Management, Inc. (Sierra). Sierra has sublet the restaurant, bar and banquet businesses to SPS Madera Group, LLC dba SPS at the Muni (GROUP).

The MCGJ investigation revealed that a City administrator coached a bar operator on how to circumvent the business licensing process, allowing the operator to operate without a formal application.

The 2324-06 Response Team (Team), comprised of the City Manager and City Attorney, collaborated in drafting the City's replies to MCGJ Report 2324-06, which is titled "The City of Madera Fails to Enforce Golf Course Contract Requirements, Revisited" (2324-06). The City refused to investigate those MCGJ findings while denying the existence of any irregular licensing issues at the Course. These Responses were dated August 23, 2024, and adopted by the Madera City Council. On that same day, the Finance Department issued a third business license to the MMGC bar operator within 24 hours. This time it was issued to the GROUP. Thus, the GROUP operated from March 2023 to August 2024 without applying for and obtaining a city business license. Neither the City Administration nor the City Finance Department could explain how this last license was issued without any application; the City Clerk's office provided emails that detail how this license to GROUP was issued.

- The MCGJ's accurate findings are detailed in this report and, contrary to the Team response in Report 2324-06, is incorporated by reference and linked here: <https://www.maderacounty.com/home/showpublisheddocument/42997/6387806499957700\00>

- The City's official response, drafted by the Team, is incorporated by reference and linked here:  
<https://www.maderacounty.com/home/showpublisheddocument/43035/638780653326270000>

Despite this City's response to 2324-06, denying that GROUP was the bar operator, the MCGJ found that many of the original concerns at the Course remain unaddressed, warranting a third consecutive year of review.

## **Ongoing Irregularities and Deficiencies**

### **1. Business License Discrepancies and Madera City Code of Ordinances (CODE) Violations**

After the publication of [2324-06](#), the City Finance Department (Finance) issued and altered three business licenses at the request of the Course bar operator via email without receiving the required applications or any supporting documentation. Potential violations of the Code have been ignored and these issues have not been disclosed to the Council. See *Title VI* of the Code with misdemeanor penalties and fines up to \$500.00 a day. The *Code*, 6-1.90, requires the Finance Department to report to the Council, which has never been done. This suggests that the Council is insulated from the information that city staff should be reporting to the Council.

### **2. Lack of Oversight and Transparency**

The Council has been insulated from the Advisory Committee meetings and the resulting lack of timely reporting. A representative from Parks and Community Services (Park) and a Council member both sit on the Advisory Committee. The Team stated in a response that although the Advisory Committee meets monthly, it is only required to report to the Council on an annual basis. The MCGJ could not locate any information supporting the restriction to report annually and not monthly. Restricting the Advisory to annual reporting, with no monthly updates, frustrates the Advisory Committees purpose to update the Council promptly about conditions at the Course.

### 3. Concealment of Critical Reports

The annual United States Golf Association (USGA) report, available since November 2024, has never been placed on the Council’s agenda for comment. Although reviewed by the Advisory Committee and the City Parks, it was neither shared with the Council nor posted on the City’s website—raising concerns of intentional suppression. The 2024 USGA report reiterated most of the same problems identified in the previous year’s report. It noted that the sand in the 11 bunkers is so hard that “rototilling” might be required to loosen it. This is unacceptable for any golf course and loudly highlights the lack of maintenance and the City’s oversight of Sierra’s management.

### 4. Inadequate Tracking of Capital Improvements and Financial Accountability

The City has failed to track capital improvements at Course and has forgiven Sierra’s payments owed for maintenance without question and sufficient documentation or justification. This undermines both the terms of the contract and fiscal stewardship of public assets. Cleaning solar panels was written off five times as a capital improvement (Capital). Equipment used to maintain the Course has been credited as Capital as if it became City property.

**Lease Section 16.-16.4** spells out in precise detail Sierra’s mandatory maintenance responsibilities:

*“16. **Equipment and Materials.** Sierra shall, at its own cost and expense, furnish, maintain, and repair all necessary equipment, supplies, and materials of good quality and in the amounts necessary to comply with this Agreement. These equipment, supplies, and materials shall include, but not be limited to:*

*16.1. All equipment necessary or appropriate for the performance of services under this Agreement, together with all necessary gas, oil, and spare parts for all equipment used and maintained by Sierra”;*

[This section is consistent with *Agreement Section 7.1 (Exhibit B)*, which explains that Sierra may **use** the City owned equipment on the 2009 Lease, so long as Sierra maintains and repairs the listed equipment.]

*“16.2. All necessary top dressing, seed, fertilizers, fungicides, insecticides, irrigation materials and supplies and herbicides;*

*16.3. Bunker rakes, trash receptacles, and other similar golf course equipment, which shall be maintained and/or replaced as needed, as outlined in the Technical Maintenance Specifications; and*

*16.4. Sand for bunkers to maintain an appropriate sand depth.”*

## **5. Confusion about Personal Property shows a lack of understanding of the Lease**

The City's [response to 2324-06](#) claimed that all personal property was sold in 2009 and offered Exhibit B, the Equipment Inventory list (List), as evidence. This listed 3 utility vehicles and dozens of other items. However, the referenced Section 7.1 of the lease states that this was to be used by, not sold to Sierra and Sierra was to pay for the repairs and maintenance. The City has no records regarding the repairs and maintenance that have been done or for the personal property that still exists, as the City Team incorrectly claimed that this property was sold in 2009.

The MCGJ 2324-06 report states:

*“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).”*

The last statement of the response is in direct conflict with Section 7.1 of the Agreement cited as authority by the Team.

## 6. Subtenant Identity and Oversight Gaps

There is continuing confusion regarding the identity of subtenants operating the Course kitchen and bar. The City claims that the Lease does not permit inquiries into subtenant identities. This is incorrect. The Code imposes duties on the City to conduct such oversight—yet it has failed to do so. The City emails provided to the MCGJ in four Public Records Act (PRA) requests revealed that the City Manager advised the MMGC subtenant business owner to change the city business license name to match the name "GROUP" on its liquor license. The Team response denied any duty to identify Sierra's subtenants, except for Smokehouse on Cleveland Avenue. However, Smokehouse # 1<sup>(1)</sup> ceased doing business and sold its liquor license to the Mountain Oaks Cafe in Oakhurst. The other Smokehouse # 2<sup>(2)</sup> allegedly operating at the Course, is an unregistered DBA of SPS Madera Group, LLC (GROUP), and GROUP never did any business on Cleveland Avenue. Smokehouse # 2 obtained its first City business license on February 29, 2024, one year after operating businesses at the Course.

## 7. Misleading Team Responses to the 2324-06 as Adopted by the Council

The City's responses<sup>(3)</sup> to Report 2324-06 were crafted in a way that either downplayed or entirely ignored the findings and evidence presented by the MCGJ. The City's narrative conflicts with the documented facts uncovered during this investigation, raising serious concerns about the credibility of the City's leadership.

***“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 unreasonable The facilities operated with both a valid ABC License and a business license”***

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(1) **Smokehouse # 1** - Sugar Pine Smokehouse, established in 2018 at 1830 W. Cleveland Avenue, Madera. See footnote #1.

(2) **Smokehouse # 2** - a part of GROUP, formed on November 11, 2022. See footnote # 2. Obtained its first business license one year after operating as Sugar Pine Smokehouse at the Course on February 29, 2024.

(3) This Response is not true because GROUP was issued its first business license on August 23, 2024. The City Manager had already advised the Smokehouse #2 owner to change the name on the business license to match the name on the liquor license, which was done outside of City policy and not in accordance with the usual practice, which requires a business license application and planning department approval.

## **ABBREVIATIONS**

**ABC:** California Alcoholic Beverage Control

**ADA:** Americans with Disabilities Act

**Advisory:** City Golf Course Advisory Committee

**BOE:** Board of Equalization

**Capital:** Capital Improvements

**City:** City of Madera, an incorporated city

**Code:** City of Madera Code of Ordinances

**Council:** City of Madera City Council - 6 council members and the Mayor

**Exhibit B:** Equipment Inventory list of City-owned personal property in 2009

**FTB:** Franchise Tax Board

**GCAC:** City Golf Course Advisory Committee

**GROUP:** SPS Madera Group, LLC dba SPS at the Muni formed with California Secretary of State on November 11, 2022, aka Sugar Pine Smokehouse [# 2]. It is impossible that this LLC formed in 2022 was issued a city business in 2018 as the Team responded.

**Lease:** All references to the 2009 Madera Municipal Golf Course Agreement and the 9 amendments.

**List:** Equipment Inventory list, aka Exhibit B to original 2009 Lease

**MCGJ:** Madera County Grand Jury

**MCR:** Madera County Recorder

**Park(s):** Parks and Community Services Department and/or Director

**PRA:** Public Records Act – Government Code sections 7920 - 7931

**Sierra:** SGM, Inc., doing business as Sierra Golf Management, Inc., and dba Madera Municipal Golf Course - City tenant operating the Course

**Smokehouse # 1:** Sugar Pine Smokehouse, established in 2018 at 1830 W. Cleveland Avenue, Madera. See footnote #1.

**Smokehouse # 2:** a part of GROUP, formed on November 11, 2022. See footnote # 2.  
Obtained its first business license one year after operating as Sugar Pine  
Smokehouse at the Course on February 29, 2024.

**Team:** Response Team - City Manager and City Attorney

**USGA:** United States Golf Association

- 
1. This establishment never conducted business at the MMGC. It was initially operated in 2018 by GQ Investment Group, Inc., doing business as Sugar Pine Smokehouse. This business ceased operations and sold its ABC liquor license to Mountain Oaks Café in Oakhurst.
  2. Following advice from the City Manager (after the publication of 2324-06), the Sierra sublessee operating the bar changed the business license name from Smokehouse to match the GROUP name on its ABC liquor license. Behind the scenes, two additional licenses were issued to Smokehouse # 2 on August 22, 2024. On August 23, 2024, the finance department issued the first business license to GROUP, doing business as Sugar Pine Smokehouse, without a license application or mandatory planning department analysis.
  3. The Team stated that this Smokehouse [#2] was issued a business license on December 5, 2023 (nine months after operating at the Course), which is incorrect. That date was the date it applied for a business license, which was issued 90 days later, on February 29, 2024. Madera Code 6-0.03 requires a business license to be issued to operate. It is a misdemeanor to operate without a city license.
- 

## **BACKGROUND**

The Course is a publicly owned facility established in 1991 and has been operated by Sierra since 2009. The original agreement has undergone nine amendments, with the most recent one signed in June 2023, extending the contract through 2028.

The City of Madera operates through a traditional council-manager system. City operations are led by the City Manager and divided among various departments, each led by a director or supervisor and staffed accordingly. These departments fall under the oversight of the City Manager, who serves as the chief administrative officer. The City Manager is responsible for hiring, coordinating communication and directing the work of all departments.

Critically, the City Manager also functions as the primary conduit of information to the Madera City Council (MCC), which is composed of part-time elected officials,

including Council members and the Mayor. In 2024, the City operated on a \$216 million budget. Council members, who maintain separate full-time occupations or business responsibilities, are tasked with reviewing complex and often voluminous documents, including contracts, policies, and staff reports. Due to their part-time roles, they must rely extensively on the guidance and summaries provided by the City Manager.

This structure places considerable authority and influence in the hands of the City Manager, who effectively filters and frames the information presented to the Council. The City Manager's interpretations often shape how the Council understands and acts on City matters.

It is within this context that the MCGJ uncovered a troubling incident. A city email revealed that the City Manager coached a bar operator at the MMGC on how to obtain a business license without following City policy for applying for one. At the same time, the City Manager, alongside the City Attorney, the Team, co-authored the City's official response to MCGJ Report 2324-06.

The Team asserted that Smokehouse #2, the GROUP's dba, was actually Smokehouse #1, formed in 2018. When the Team denied the existence of the GROUP in the formal response to 2324-06, it raised serious concerns about the integrity of executive leadership and the reliability of the information presented to the Council. The incident illustrates how the City's organizational structure, while efficient in theory, can obscure misconduct or negligence when key figures exploit their central roles for purposes contrary to transparency and accountability.

## **METHODOLOGY**

To conduct a comprehensive, fact-based investigation into the operations and oversight of the Course, the MCGJ employed a broad and meticulous methodology as described below.

The MCGJ's investigation included the following steps:

- **Interviews**  
Conducted interviews with key City personnel and other individuals with direct knowledge of MMGC operations, contractual obligations, business licensing, and City practices.
- **Document and Contract Review**  
Reviewed the 2009 operating lease between the City and SGM, including all nine

subsequent amendments—most recently the June 2023 amendment extending the contract to 2028.

- **Reviewed Emails**

Between the Bar owner and the Finance Department

- **Budget and Financial Oversight**

Examined the City’s annual budget and noted that the golf course debt was officially retired in 2023. Reviewed three years of SGM’s monthly payment reports, revenue and expense statements and tracked capital improvement expenditures and maintenance costs. Equipment inventories (e.g., Exhibit B of the lease), financial obligations, and payment histories were cross-referenced for consistency.

- **Public Records and Licensing Inquiries**

Issued Public Records Act (PRA) requests to obtain business license applications, licenses and communications related to the operators of the golf course kitchen and bar. Despite the City Finance Department issuing a business license to SPS Madera Group, LLC (GROUP) on August 23, 2024, no department could produce a corresponding application. In January 2025, the City eventually provided liquor license documentation—sourced not internally but from ABC’s public database.

- **Site Visits and Observations**

Conducted in-person inspections of the Course property, including signage, infrastructure conditions, bar and dining areas, banquet rooms, restrooms and customer notices. Noted deferred maintenance issues such as damaged entry doors and irrigation system concerns flagged in prior reports. Photographic and observational evidence was gathered to support these findings.

- **Regulatory and Legal Checks**

Investigated websites and regulatory databases, including:

- City of Madera
- Sierra Golf Management (SGM)

- Sugar Pine Smokehouse #1 and #2
- SPS Madera Group, LLC (GROUP)
- Alcoholic Beverage Control (ABC)
- California Secretary of State
- Madera Tribune articles and interviews with Smokehouse # 1 General Manager and the founder of GROUP.
- North Fork Rancheria Casino project Environmental Impact Review (EIR)

Verified ownership history and status of liquor licenses associated with MMGC since 1991, including ABC records on the transfer of Sierra’s license to GROUP and Smokehouse # 1 ABC license transfer to Mountain Oaks cafe. Searched fictitious business name filings with the Madera County Recorder, discovering that GROUP was the only entity to file as “doing business as SPS at the Muni.” No filing for either Smokehouse was found.

- **Zoning, Infrastructure, and Permitting**

Reviewed the City’s zoning maps, building permits (only three MMGC-related permits since 2009), and City infrastructure documents, including MMGC’s water and sewer systems. Investigated irrigation system issues that were addressed during Sierra’s first-year capital improvement efforts and many times thereafter.

- **Intragovernmental Communications**

Sought documentation of interdepartmental communications through links and other digital records. These records were either non-existent or incomplete, particularly those between the Finance and Planning Departments, further hindering transparency and accountability.

- **Interviewed Finance and Planning Departments personnel.**

The Finance Department believes the Planning Department ensures that a business serving alcohol has an ABC license. However, the Planning Department states that they approve businesses moving within proper zones without always requiring proof of an ABC license if they have previously held a city license. No ABC license has been on file for either Smokehouse in the City.

- **USGA Reports**

Reviewed the United States Golf Association assessments submitted in August 2023 and November 2024, which documented ongoing issues with irrigation, weed control and bunker maintenance. The 2024 report was never agendized for Council review or posted publicly.

- **Tax and Licensing History**

Checked business license applications and issued licenses for GQ Investment Group, Inc., dba Sugar Pine Smokehouse, [# 1] and SPS Madera Group, LLC (GROUP) dba Sugar Pine Smokehouse [# 2]. Analyzed business classifications (corporation vs. LLC/sole proprietorship) and the timeline of filings. Reviewed Madera County Assessor's Office for Sierra's personal property tax filings related to property located at the Course. Prior year filings combine personal property at Sierra's Chowchilla golf course and the City's Course.

This layered investigative approach enabled the MCGJ to identify mismanagement, information suppression and policy noncompliance - particularly surrounding business licensing requirements, as outlined in the Code and contractual obligations. The findings demonstrate how City leadership exploited their central roles as Team to conceal operational failures from the Madera City Council and the public.

## **DISCUSSION**

This report identifies and examines significant discrepancies in the City of Madera's management of the Course, revealing systemic failures in oversight, accountability and transparency.

Most notably, the Madera County Grand Jury (MCGJ) discovered that the City Manager directly coached the bar operator on how to obtain a business license without going to the window at City Hall and submitting a formal application—an action in direct conflict with the City's own ordinances. Simultaneously, the City Manager and City Attorney collaborated as a Team in drafting the City's formal response to MCGJ Report 2324-06, denying that any business license irregularities existed. This contradiction not

only undermines the integrity of the City's administrative processes but also raises serious concerns about deliberate efforts to conceal the truth from both the Madera City Council (MCC) and the public.

**Further concerns detailed in this report include:**

- **Improper Issuance and Modification of Business Licenses**

The City issued and modified business licenses without receiving the required applications or supporting documentation. Public Records Act (PRA) requests confirmed that licenses were granted to entities - such as SPS Madera Group, LLC—despite no corresponding application being located in any City department.

- **Failure to Enforce Municipal Code Provisions**

The City did not enforce provisions of the Code, particularly those governing business licenses, contract oversight and reporting requirements. Violations of the Code were neither investigated nor reported to the Council.

- **Inadequate Tracking of Capital Improvements**

The City failed to monitor or account for capital improvements made at Course adequately. Expenditures were inconsistently documented and no clear mechanism exists to verify compliance with the management agreement's improvement obligations. Normal maintenance and repairs have been charged against the limited Capital improvement budget.

- **Forgiveness of Maintenance Expenses**

Upon reviewing SGM's financial records, the MCGJ found that the City forgave 13 years without USGA reports and substantial maintenance costs without proper oversight or justification, further eroding public confidence and fiscal accountability

- **Failure to Enforce Contractual Duties**

The City did not enforce key responsibilities outlined in the management agreement with Sierra. The agreement requires active oversight of subtenant operations and performance metrics, yet the City accepted incomplete or inconsistent reports and failed to follow up on material deficiencies.

- **Failure to Maintain or Repair**

In particular, the November 2023 interim Fire Marshal report identified serious deferred maintenance and safety issues at the Course - issues that remain unaddressed. One example is the persistent malfunction of the main double-entry doors, which have remained in disrepair since at least November 2023 despite repeated attention. After an Advisory meeting, a Council member didn't read the paper signs on the entry/exit doors, opened the wrong door and could not shut the broken door. Within minutes, the business operator placed a 4-wheel cart blocking the broken door. The Council is not aware of these ongoing problems because its Advisory meets monthly but only reports to the Council annually. These unresolved hazards not only jeopardize public safety but also expose the City to unnecessary liability.

These findings suggest not only dysfunction within City departments but also a pattern of deliberate obfuscation by senior officials. The City's reliance on informal channels and undocumented decisions allowed critical issues to be concealed from the part-time City Council and the public, ultimately compromising the stewardship of one of Madera's most valuable public assets.

## **CONCLUSION**

The Madera County Grand Jury finds that the City of Madera has failed to uphold its legal and administrative responsibilities in managing the Madera Municipal Golf Course. These failures extend beyond simple oversight and reflect a pattern of neglect, misrepresentation and non-compliance with City ordinances.

The City's claim that it has no duty under the lease to inquire into the identity of subtenants operating under Sierra is directly contradicted by the Madera Code of Ordinances, Title VI, which mandates that all business operators obtain a valid City business license. Despite the MCGJ questioning who was operating the bar, the MCGJ found that senior City officials facilitated the operation of a bar and restaurant concession without requiring a formal business license application. At the same time, these same officials co-authored the City's official response to MCGJ Report 2324-06, falsely denying the existence of any licensing irregularities. The City admitted in response to 2324-06 that GROUP never applied for a business license and that Sierra stated Smokehouse [#2] was the only subtenant. The Team's response and repetitive course problems mandated this inquiry. Somehow, Smokehouse [# 2] and GROUP operated at the City Course without a business license and avoided examination under

Code enforcement of Title VI. multiple opportunities to enforce the City's own ordinances.

The MCGJ discovered emails stating that a City Administrator instructed Smokehouse to contact a Financial Officer to change the business license into GROUP's name. Council, relying on Team's input, denied last year's jury report that GROUP had operated the golf course bar. This indicates the City Administrator initiated the GROUP business license. Email records from the City confirm this was done without any application filed by the bar operator. Regardless, neither GROUP nor Smokehouse #2 complied with the City ordinance requiring a valid business license before operating at the MMGC in March 2023, which may be considered a misdemeanor offense. (See Code Title VI, 6-0.03 and the bold type sentence on the City business license applications.) Essentially, the City Administrator guided Smokehouse on who to contact in the finance department to obtain the GROUP license on August 23, 2024, without submitting a formal application.

Madera, CA 93637

billing address is:

[REDACTED]

Madera, CA 93638



Thank you so much for your help

On Thu, 22 Aug 2024 at 13:04, [REDACTED]@madera.gov> wrote:

If the business has the same tax id #, I can make the change and issue you a new license.

What is the physical address and the mailing address, if different?

[REDACTED]



[REDACTED] Financial Services [REDACTED]

City of Madera | Finance Department

205 West 4<sup>th</sup> Street, Madera, CA 93637

p (559) [REDACTED] | f (55) [REDACTED]

[forestier@madera.gov](mailto:forestier@madera.gov)

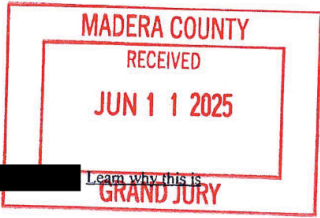


**From:** [REDACTED]@gmail.com>

**Sent:** Thursday, August 22, 2024 12:49 PM

**To:** Business Licenses [REDACTED]@madera.gov>

**Subject:** Name on license change



Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)  
Hello,

My name is [REDACTED] and I own Sugar Pine Smokehouse. I guess I made a few mistakes when setting up our business and Arnoldo suggested I reach out to you. The name on our liquor license is our company name which is SPS Madera Group, LLC. While filling out the license paperwork, I wrote Sugar Pine Smokehouse, which I guess should be our DBA.

What would be the steps I would need to get the business license name to match the liquor license name?

Thank you for your time.

--

Cheers,

[REDACTED]

SPS Group Madera, LLC

Sugar Pine Smokehouse

Owner

559 [REDACTED]

--

Cheers,

[REDACTED]

SPS Group Madera, LLC

SPS Group Madera, LLC  
Sugar Pine Smokehouse  
Owner  
559 [REDACTED]



On Thu, Aug 22, 2024 at 2:28 PM [REDACTED]@madera.gov> wrote:

I guess what I'm asking is if you need both names on the license.

[REDACTED]



[REDACTED] CPA | Financial Services [REDACTED]

City of Madera | Finance Department

205 West 4<sup>th</sup> Street, Madera, CA 93637

p (559) [REDACTED] | f (559) [REDACTED]

[REDACTED]@madera.gov



**From:** [REDACTED]@gmail.com>  
**Sent:** Thursday, August 22, 2024 1:28 PM  
**To:** [REDACTED]@madera.gov>  
**Subject:** Re: Name on license change

You don't often get email from [REDACTED]@gmail.com. [Learn why this is important](#)

Tax ID is the same and the physical address is:

23200 Ave 17



**From:** [Redacted]  
**To:** [Redacted]  
**Subject:** Re: Name on license change  
**Date:** Friday, August 23, 2024 9:11:10 AM  
**Attachments:** [image002.png](#)  
[image004.png](#)  
[image003.png](#)  
[image001.png](#)

This is perfect, thank you so much!

On Fri, Aug 23, 2024 at 7:59 AM [Redacted]@madera.gov> wrote:

Here you go.

[Redacted]



[Redacted] | Financial Services [Redacted]

City of Madera | Finance Department  
205 West 4<sup>th</sup> Street, Madera, CA 93637

p (559) [Redacted] | f (559) [Redacted]

[Redacted]@madera.gov



**From:** [Redacted]@gmail.com>  
**Sent:** Thursday, August 22, 2024 5:00 PM  
**To:** [Redacted]@madera.gov>  
**Subject:** Re: Name on license change

I believe I just need SPS madera group, LLC. Arnoldo had mentioned that it should match the liquor license and that's what we have on the liquor license

Chcers,

[Redacted]

## **MCGJ Findings and Recommendations**

### **City Administrator's Involvement:**

A City Administrator instructed Smokehouse to contact a Financial Officer, regarding how to correct the business license to reflect GROUP's name. The Finance Officer issued three different business licenses within 24 hours. This action contradicts the City's denial of last year's jury report that Smokehouse [# 1 or # 2] had been operating the golf course bar with a current business license. The ABC liquor license at the Course is issued to SPS Madera Group, LLC dba SPS at the Muni. The word 'Smokehouse' is not on the said ABC license. The GROUP was only formed on November 11, 2022, and it never did business at 1830 W. Cleveland Avenue, Madera.

1. **GROUP Business License:** The GROUP business license was initiated by a City Administrator. Email records from the city confirm that this was done outside of the ordinances, without planning department approval and without any application being filed by GROUP.

### **Business License Discrepancies:**

The City Manager instructed Smokehouse to contact a Financial Officer to correct the business license to reflect GROUP's name. This action contradicts the City Manager's denial in last year's jury report that GROUP Smokehouse operated the golf course bar. Email records from the City Clerk's office confirm that this name correction was done without providing any documents or application by GROUP

## **FINDINGS**

**F1.** The MCGJ finds that a City Administrator instructed Smokehouse to contact a Financial Officer, regarding how to change the business license to reflect GROUP's name.

**F2.** The MCGJ finds The GROUP business license was initiated by a City Administrator. Email records from the city confirm that this was done without any application filed by GROUP.

**F3.** The MCGJ finds Lack of Documentation: There is a lack of proper documentation and transparency in the process of issuing and modifying business licenses.

**F4.** The MCGJ finds Non-compliance with Ordinances: The issuance of the business license to GROUP did not comply with the Madera Code of Ordinances (MCO) Title VI, Chapter 1.

**F5.** The MCGJ finds Potential Conflict of Interest: A City Manager's involvement in the business license issuance process raises concerns about conflicts of interest, especially in light of the Team Responses.

**F6.** The MCGJ finds Public Scrutiny: The actions taken by city officials in issuing and modifying business licenses should be documented and made available for public scrutiny.

**F7.** The MCGJ finds impact on public trust: The irregularities in the business license issuance process harm public trust in city officials and the administration.

**F8.** The MCGJ finds the Council does not read the findings, recommendations, and City responses to MCGJ reports.

**F9.** The MCGJ finds the equipment inventory, Exhibit B, is outdated.

**F10.** The MCGJ finds the cleaning of the solar panels has been paid by SGM from the Capital Improvement fund and not the maintenance costs.

**F11.** The MCGJ finds that the Advisory Committee monthly meeting reports are not made available to the Council.

**F12.** The MCGJ finds insufficient training regarding business license applications and issuance requirements.

## **RECOMMENDATIONS**

**R1.** The MCGJ recommends Transparency and Accountability: The City should ensure transparency and accountability in the issuance and modification of business licenses. All actions taken by city officials should be documented and made available for public scrutiny within 60 days of this report being published.

**R2.** The MCGJ recommends the city administration hire an independent agency to conduct a thorough review and audit of the business license issuance process to identify any irregularities and ensure compliance with city ordinances within 90 days of receiving this report.

**R3.** The MCGJ recommends improving communication between city departments and the City Council to ensure that all relevant information is shared, discussed and documented within 30 days. This recommendation should be implemented within 30 days of receiving this report.

**R4.** The MCGJ recommends enforcement of ordinances: Enforce the Madera Code of Ordinances Title VI, Chapter 1, to ensure that all businesses operating in the city have the necessary licenses and comply with city regulations within 30 days of receiving this report.

**R5.** The MCGJ recommends implementing a conflict of interest policy to ensure that city officials do not have any personal or financial interests in the businesses they regulate within 30 days of receiving this report.

**R6.** The MCGJ recommends launching a public awareness campaign to inform residents and business owners about the importance of compliance with city ordinances and the procedures for obtaining business licenses within 30 days of receiving this report.

**R7.** The MCGJ recommends that the entire MCGJ report be read to the Council members in an open public meeting within 30 days of receiving this report.

**R8.** The MCGJ recommends hiring an outside expert to check the City's property and equipment records and also to do regular checks within the City. The list of items the City owns (Exhibit B) needs to be brought up-to-date within 90 days.

**R9.** The MCGJ recommends conducting regular audits of SGM's business expenses in regards to capital improvements vs maintenance obligations. Within 90 days of receiving this report.

**R10.** The MCGJ recommends improving the documentation process for issuing and modifying business licenses to ensure that all actions are properly recorded and transparent. Within 90 days of receiving this report.

**R11.** The MCGJ recommends engaging with stakeholders, including business owners and residents, to gather feedback and improve the business license issuance process within 90 days of receiving this report.

**R12.** The MCGJ recommends that the Advisory Committee reports be agendaized monthly and read to the Council in an open meeting within 90 days of this report.

## **REQUIRED RESPONSE**

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requires responses from the following: within 60 days:

Mayor of the City of Madera  
Madera City Hall  
205 West 4th Street  
Madera, CA 93637

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requires responses from the following: within 90 days:

Madera City Council  
Madera City Hall  
205 West 4th Street  
Madera, CA 93637

## **INVITED RESPONSES**

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury invites responses from the following within 60 days:

City of Madera City Manager  
Madera City Hall  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

City of Madera Director of Parks and Community Services  
John W. Wells Youth Center  
701 East 5<sup>th</sup> Street  
Madera, CA 93638

City of Madera Finance Department  
Madera City Hall  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

City of Madera Planning Department  
Madera City Hall  
205 West 4<sup>th</sup> Street  
Madera, Ca 93637

City of Madera Code Enforcement  
330 C Street  
Madera, CA 93637

City of Madera Golf Course Advisory Committee  
Madera City Hall  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

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Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

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\* Note: This report was prepared using current information available on the websites listed.

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# MADERA COUNTY GRAND JURY

## Summary of Responses to 2023-2024 Reports

Responses to the Final Reports, filed by the 2023-2024 Madera County Grand Jury, are mandated by the California Penal Code. Penal Code sections 933 and 933.05 and requests that a response to the report be filed. This section includes a summary and overview of each report introducing the MCGJ's Findings and Recommendations. The entire Final Report including archived responses are available on the website, Madera County Grand Jury Reports 2022-2023.

Governing boards and elected officials are required to respond to the report findings and recommendations within the timeline prescribed in Penal Code section 933(c)-60 days for elected officials and 90 days for governing bodies. The additional time for governing boards affords them adequate time to conduct a public meeting on the topic of the report. The Grand Jury may also invite responses from elected officials or an appointed official or a local governmental agency to which findings and/or recommendations are directed. Penal Code 933.05 specifies the mandated wording and content of the response.

For each relevant finding in the report, PC 933.059(a) requires the responding governing board or elected official to give one of the possible responses:

1. Agrees with the finding or
2. Disagrees wholly or partially with the finding, with an explanation of the reasons for the disagreement.

For each relevant recommendation, the board or elected official is required to give one of the following complete responses (PC 933(b):

1. The recommendation has been implemented with a summary of the action taken.
2. The recommendation will be implemented with a timeframe for implementation.
3. The recommendation requires further analysis, with an explanation and the scope for the analysis and a timeframe for further discussion up to six months from the release of the report,
4. The recommendation will not be implemented because the recommendation is not warranted or it is not reasonable. In either of these situations, an explanation is required.

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## **Madera County Jail**

The Madera County Grand Jury (MCGJ) inspected the Madera County Jail (Jail), located at 195 Tozer St., Madera, on October 27, 2023. The facility's capacity is 564. The population at this inspection was 446, of which 28 were female. Approximately 80 percent of the current inmates are pending sentencing or awaiting trial. The remaining 20 percent are serving local time sentences.

At the time of inspection, there were 15 correction officers and one supervisor per shift, AM and PM. Nineteen sworn administrative officers may serve in the same capacity as correctional officers and are available to oversee inmates.

### **FINDINGS:**

**F1.** The MCGJ finds that the daily maintenance routine needs improvement to clean away the Cobwebs.

**F2.** The MCGJ finds that the worn-out linoleum flooring, cited in 2021-2022, still needs to be addressed and repaired.

**F3.** The MCGJ finds that the Jail provides relevant training and certification programs for participating inmates.

**F4.** The MCGJ finds that the interaction between correction officers and inmates was respectful.

### **RECOMMENDATIONS:**

**R1.** The MCGJ recommends improving the daily maintenance routine to clean away the Cobwebs.

**R2.** The MCGJ recommends that the worn-out linoleum flooring cited in this report be addressed by September 30, 2024.

**R3.** The MCGJ recommends the current vocational programs continue and consider expanding.

**R4.** The MCGJ recommends that the correction officers continue to interact respectfully with inmates.

**REQUIRED RESPONSES:**

Pursuant to Penal Code Sections 933 and 933.05, the Madera County Grand Jury requests responses as follows:

From the following elected officials within 90 days:

Board of Supervisors  
200 West Fourth Street  
Madera, CA 93637

Madera County Sheriff Headquarters  
2725 Falcon Dr.  
Madera, CA 93637

**INVITED RESPONSES:**

Pursuant to Penal Code Sections 933 and 933.05, the Madera County Grand Jury requests responses as follows:

From the following governing body within 90 days:

Madera County Sheriff (Jail)  
195 Tozer St.  
Madera, CA 93637

Board of State and Community Corrections (BSCC)  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA. 95833



**MEMBERS OF THE BOARD**

JORDAN WAMHOFF, District No. 1  
DAVID ROGERS, District No. 2  
ROBERT L. POYTHRESS, District No. 3  
LETICIA GONZALEZ, District No. 4  
BOBBY MACAULAY, District No. 5

KAREN SCRIVNER, Chief Clerk of the Board

September 17, 2024

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

**Subject: Response to the 2023-24 Grand Jury Report entitled "Madera County Jail"**

Honorable Judge Jurkovich:

Pursuant to the California Penal Code 933.05, the Madera County Board of Supervisors submits this response to the findings and recommendations in the 2023-24 Madera County Grand Jury report entitled "Madera County Jail."

**Finding 1:**

The Madera County Grand Jury (MCGJ) finds that the daily maintenance routine needs improvement to clean away the cobwebs.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 2:**

The MCGJ finds that the worn-out linoleum flooring cited in 2021-2022, still needs to be addressed and repaired.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 3:**

The MCGJ finds that the Jail provides relevant training and certification programs for participating inmates.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 4:**

The MCGJ finds that the interaction between correction officers and inmates was respectful.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).



**Recommendation 1:**

The MCGJ recommends improving the daily maintenance routine to clean away the cobwebs.

**Response**

The recommendation has been implemented. The cobwebs have been removed.

**Recommendation 2:**

The MCGJ recommends that the worn-out linoleum flooring cited in this report be addressed by September 30, 2024.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. County General Services has assessed the affected areas and is in the process of obtaining quotes to make necessary repairs.

**Recommendation 3:**

The MCGJ recommends that the current vocational programs continue and consider expanding.

**Response**

Respondent agrees with the recommendation per California Penal Code 933.05

**Recommendation 4:**

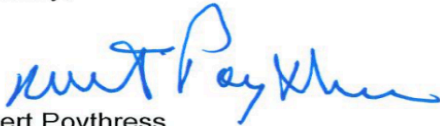
The MCGJ recommends that the correction officers continue to interact respectfully with inmates.

**Response**

Respondent agrees with the recommendation per California Penal Code 933.05

The Board of Supervisors acknowledges the Grand Jury's review and time involved in this matter and appreciates the opportunity to respond to the findings and recommendations.

Sincerely,



Robert Poythress  
Chairman of the Board of Supervisors

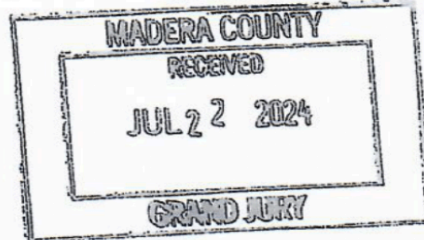


# OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff - Coroner

July 22, 2024

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



Subject: Response to Grand Jury Report #2324-01 titled, "Penal Institutions in Madera County."

In accordance with California Penal Code sections 933 and 933.05, this correspondence serves as the Madera County Sheriff's response to the Madera County Grand Jury (MCGJ) report #2324-01.

I've carefully reviewed your inspection report and appreciate the thorough inspection and evaluation conducted by the Madera County Grand Jury (MCGJ) on October 27, 2023. We acknowledge the findings and recommendations outlined in the report and offer the following responses:

***F1. The MCGJ finds that the daily maintenance routine needs improvement to clean away the cobwebs.***

***R1. The MCGJ recommends improving the daily maintenance routine to clean away the cobwebs.***

While we acknowledge the presence of cobwebs on the exterior of the windows leading to the central housing unit, this does not reflect the overall cleanliness of our facility. We appreciate the MCGJ's recognition of this by describing our facility as "neat and well-maintained." This aligns with our goal of keeping our jail "hospital clean." The feedback we routinely receive from the Board of State and Community Corrections (BSCC), who inspect our facility several times a year, consistently highlights that our jail is one of the cleanest in the state.

The accumulation of cobwebs on those windows appears to have been an oversight by the staff. We have addressed this with our team and do not expect any future occurrences of cobweb buildup on these windows.

***F2. The MCGJ finds that the worn-out linoleum flooring, cited in 2021-2022, still needs to be addressed and repaired.***

***R2. The MCGJ recommends that the worn-out linoleum flooring cited in this report be addressed by September 30, 2024.***

(559) 675-7770

2725 Falcon Drive, Madera, CA 93637

Sheriff@MaderaCounty.com

We acknowledge the condition of the worn-out linoleum flooring in a few of the older areas of our jail, which was previously cited in the 2021-2022 inspection. However, these plans have been delayed due to an anticipated budget shortfall. We remain committed to addressing this issue and will continue to seek funding opportunities to complete the necessary repairs as soon as possible.

***F3. The MCGJ finds that the Jail provides relevant training and certification programs for participating inmates.***

***R3. The MCGJ recommends the current vocational programs continue and consider expanding.***

We are pleased with the recognition of our efforts to provide relevant training and certification programs for eligible inmates. We are committed to continuously improving and exploring new vocational programs to offer even more rehabilitation and skill development.

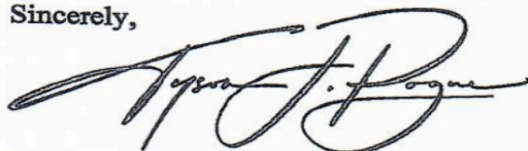
***F4. The MCGJ finds that the interaction between correction officers and inmates was respectful.***

***R4. The MCGJ recommends that the correction officers continue to interact respectfully with inmates.***

We appreciate the acknowledgment of the respectful interactions between correctional officers and inmates. We employ a direct supervision philosophy, which involves officers being stationed inside the housing units with inmates rather than being separated by barriers. This approach fosters a more positive and respectful environment, as it allows for more direct communication and interaction. By being present and engaged, our officers can build rapport and trust with inmates, leading to more respectful interactions and a safer facility overall. We are committed to maintaining this philosophy and will continue to provide training and support to our staff to uphold this standard.

In closing, I want to thank the Grand Jury for their time and attention to this important matter. We appreciate your dedicated service to the community and the opportunity to respond to the findings and recommendations in your report.

Sincerely,



Tyson J. Pogue, Sheriff-Coroner

## **Madera County Juvenile Detention Facility**

### **BACKGROUND:**

The Madera County Grand Jury (MCGJ) conducted the state-mandated inspection of Madera County Probation Department Juvenile Detention Facility (JDF) on October 11, 2023. Personnel provided the MCGJ information, reports, and a guided tour of the facility. Youth and staff were readily accessible to the Grand Jury. The MCGJ had one-on-one conversations with youth who were polite and respectful. Throughout the inspection, the staff exhibited pride and compassion in their work with the youth.

The facility was under renovation at the time of inspection, but security was not compromised. Local Madera County fire, health, and safety inspections have been conducted at the facility and are current. In August 2023, the JDF was recognized as one of only three facilities in California not cited by the Bureau of State and Community Corrections (BSCC) for compliance issues.

### **FINDINGS:**

**F1.** The MCGJ finds that the JDF provides education, counseling, and training programs to enable youth to transition into life with families and communities.

### **RECOMMENDATIONS:**

**R1.** The MCGJ recommends that the JDF continue to provide excellent services and programs.

**REQUIRED RESPONSES:**

Pursuant to Penal Code Section 933 and 933.05, the Madera County Grand Jury requests responses as follows:

From the following elected officials within 90 days:

Board of Supervisors  
200 West Fourth Street  
Madera, CA 93637

**INVITED RESPONSES:**

Pursuant to Penal Code Section 933 and 933.05, the Madera County Grand Jury requests responses as follows:

From the following governing body within 60 days:

Madera County Chief Probation Officer  
300 South G Street Suite 100  
Madera CA 93637

Board of State and Community Corrections (BSCC)  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA. 95833

Madera County Juvenile Justice Commission  
300 South G Street Suite 100  
Madera CA 93637



**MEMBERS OF THE BOARD**

JORDAN WAMHOFF, District No. 1  
DAVID ROGERS, District No. 2  
ROBERT L. POYTHRESS, District No. 3  
LETICIA GONZALEZ, District No. 4  
BOBBY MACAULAY, District No. 5

KAREN SCRIVNER, Chief Clerk of the Board

September 17, 2024

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

**Subject: Response to the 2023-24 Grand Jury Report entitled "Madera County Juvenile Detention Facility"**

Honorable Judge Jurkovich:

Pursuant to the California Penal Code 933.05, the Madera County Board of Supervisors submits this response to the findings and recommendations in the 2023-24 Madera County Grand Jury report entitled "Madera County Juvenile Detention Facility."

**Finding 1:**

The Madera County Grand Jury (MCGJ) finds that the Juvenile Detention Facility (JDF) provides education, counseling, and training programs to enable youth to transition into life with families and communities.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Recommendation 1:**

The MCGJ recommends that the JDF continue to provide excellent services and programs.

**Response**

Respondent agrees with the recommendation per California Penal Code 933.05.

The Board of Supervisors acknowledges the Grand Jury's review and time involved in this matter and appreciates the opportunity to respond to the findings and recommendations.

Sincerely,

Robert Poythress  
Chairman of the Board of Supervisors



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**Madera County's Behavioral Health Services**  
**Madera County Grand Jury**  
**Final Report 2324-02**  
**June 19, 2024**

**SUMMARY:**

Every generation has its challenges, and how individuals deal with those challenges varies from person to person. In the past, the topic of mental health was widely misunderstood and even considered taboo. In recent years, mental health is more openly talked about in schools, workplaces, social circles, and the media. This seems even more prevalent since the Covid-19 pandemic that the world endured. Many people are realizing that mental health struggles are common, and help is available.

The 2023-2024 Madera County Grand Jury (MCGJ) investigated the Madera County Department of Behavioral Health Services (MBHS) to determine how MBHS is supporting the community in their mental health and well-being. The MCGJ found that MBHS has many beneficial programs to address mental health, substance use disorders, and crisis situations, as well as very dedicated staff that make a difference in the lives of many. The MCGJ also found that MBHS has long-term issues in both employee and client retention that has negatively impacted current and future services. While a variety of funding continues to come in for the expansion of services for the changing and growing needs of the community, without properly addressing the current issues, the success and support of MBHS clients is limited.

**BACKGROUND:**

Americans are seeing a decrease in the restrictions implemented due to the Covid-19 pandemic. However, the impact on mental health has remained. Youth and adults alike experienced sudden and extreme isolation, instability, and loss, and there has been a significant increase in depression, anxiety, suicide rates, and substance use. According to the National Alliance on Mental Illness (NAMI), one in five adults and one in six youth (ages 6-17) experience a mental health disorder each year. Now more than ever, services and support for mental health and substance abuse disorders are essential to the community. This led the Madera County Grand Jury (MCGJ) to investigate how the Madera County Department of Behavioral Health Services (MBHS) addresses these drastic needs.

Behavioral Health is a relatively new term that is often used interchangeably with mental health; however, there are fundamental differences between the two that impact the diagnosis and treatment of the concerns. While mental health has to do with thoughts and feelings, behavioral health has more to do with a person's actions. Diagnoses such as depression, anxiety, bipolar, and schizophrenia all fall under the mental health umbrella, and substance abuse, gambling addictions, and eating disorders fall under the behavioral health definition. Many individuals struggle with both mental and behavioral health issues. According to reports published in the Journal of American Medical Association, roughly 50 percent of individuals with severe mental health disorders are also affected by substance abuse. These disorders, called co-occurring disorders, are treatable conditions best addressed simultaneously.

The MBHS offers mental health and alcohol and drug services for all ages across Madera County, with offices in Madera, Chowchilla, and Oakhurst. Services are primarily for individuals with Medi-Cal, low-income, or the uninsured. Their mission statement is to promote the prevention of and recovery from mental illness and substance abuse for the individual, families, and communities we serve by providing accessible, caring, and culturally competent services. These services include assessments, counseling/therapy, psychiatric evaluation and treatment, case management, prevention and educational courses, and crisis services. In 2023, the MBHS had an operating budget of \$41,223,600. These funds come from multiple sources, including health care programs, state funds, assembly bills, and various block grants.

## **FINDINGS:**

**F1:** The MCGJ finds that MBHS' long-term staffing shortage has had a detrimental effect on the engagement and retention rate of those utilizing the services, as well as employee morale.

**F2:** The MCGJ finds that MBHS has insufficient professional development training for their employees, not just for the benefit of the staff, but also supporting their own goal of being able to grow their own professionals in response to the workforce crisis.

**F3:** The MCGJ finds that the outreach efforts are inadequate to the Hispanic/Latino population.

**F4:** The MCGJ finds that the sterile nature of the facilities where services are conducted do not support the therapeutic environment essential for connection.

**F5:** The MCGJ finds that the new C.A.R.E.S mobile crisis team is a very valuable resource for the county, however it lacks sufficient public exposure to develop awareness and trust in the community.

**F6:** The MCGJ finds that MBHS is not providing support to their employees regarding their own well-being and mental health.

**F7:** The MCGJ wants to commend the staff of MBHS for their dedication and commitment to improving the wellness of the community.

## **RECOMMENDATIONS:**

**R1:** The MCGJ recommends that MBHS submit a recruitment and retention plan that includes salary increases and incentives to the Board of Supervisors within 120 days of the MCGJ report posting, addressing the long-standing staffing shortage.

**R2:** The MCGJ recommends that MBHS update its Workforce Training Policy to expand the number of professional development training sessions and certifications available to employees, with costs incurred by MBHS within 120 days of the MCGJ report posting.

**R3:** The MCGJ recommends that MBHS add Spanish-language media outlets to their outreach efforts to the Hispanic/Latino community within 120 days of the MCGJ report posting.

**R4:** The MCGJ recommends that MBHS consult with a professional within 120 days of the MCGJ report posting to improve the interior of the treatment areas and create a more therapeutic environment.

**R5:** The MCGJ recommends that MBHS coordinate press releases, local news coverage, and social media campaigns to highlight the C.A.R.E.S. team and their services within 120 days of the MCGJ report posting.

**R6:** The MCGJ recommends that MBHS implement an internal program to support the well-being and mental health of its employees within 120 days of the MCGJ report posting.

### **REQUIRED RESPONSES:**

Pursuant to Penal Code sections 933 and 933.05, the MCGJ requests responses as follows;

From the following elected county officials within 90 days:

Madera County Board of Supervisors  
200 W. 4th St. #4  
Madera, CA 93637

### **INVITED RESPONSES:**

Pursuant to Penal Code sections 933 and 933.05, the MCGJ requests responses as follows;

From the following governing bodies within 60 days:

Director of Madera County Department of Behavioral Health  
209 E. 7th St.,  
Madera, CA 93638



CONNIE MORENO-PERAZA, MSW, LCSW  
Behavioral Health Director

August 22, 2024

Honorable Michael Jurkovich, Presiding Judge  
Madera County Superior Court  
200 S. G Street  
Madera, Ca. 93637

Madera County Grand Jury  
P.O. Box 534  
Madera, CA 93639

Dear Honorable Michael Jurkovich:

This letter serves as a response to the Madera County Grand Jury's Report with findings and recommendations published on June 28, 2024, regarding their review of Madera County Department of Behavioral Health Services (MCDBHS).

I acknowledge the Madera County Grand Jury's findings and recommendations. Our department will continue to dedicate itself to providing vital services to the community, which we are honored to serve. Our services will continue to be conducted with high respect to our clients, families, partners, contractors, and diverse communities across the county, honoring their individual cultural and linguistic differences, as we provide mental health and alcohol and drug services.

I would like to thank the Madera County Grand Jury for their comments, feedback, recommendations, and the praise provided to our staff. I am very proud of all the great work they do every day. Please find the attached responses to each of the findings by the Madera County Grand Jury.

Feel free to contact me at (559) 395-0451 or via email at [Connie.Moreno-Peraza@maderacounty.com](mailto:Connie.Moreno-Peraza@maderacounty.com) if you have any questions.

Sincerely,

Connie Moreno-Peraza, MSW, LCSW  
Director  
Madera County Department of Behavioral Health Services

cc Jay Varney, Madera County Chief Administrative Officer



Behavioral Health Services  
P O Box 1288 Madera, CA 93639 • 559.395.0451 • MadCoServices.com • maderacounty.com



## Madera County Grand Jury Report Department of Behavioral Health Services

In accordance with subdivision (B) of Section 933, Madera County Department of Behavioral Health Services (MCDBHS) is providing the following responses to the findings and recommendations provided by Madera County Grand Jury (MCGJ).

**F1:** The MCGJ finds that MBHS' long-term staffing shortage has had a detrimental effect on the engagement and retention rate of those utilizing the services, as well as employee morale.

The respondent partially agrees with the finding.

**R1:** The MCGJ recommends that MBHS submit a recruitment and retention plan that includes salary increases and incentives to the Board of Supervisors within 120 days of the MCGJ report posting, addressing the long-standing staffing shortage.

The recommendation has been partially implemented but will be fully implemented in the future. MCDBHS will develop a retention plan within 120 days of the MCGJ report posting.

Additional details regarding ongoing efforts in this area are included below, since various efforts have been launched within the last couple of years to address and improve these continued challenges.

1. MCDBHS sends out recruitments and job flyers to licensed/non licensed providers in the general areas encouraging them to apply for vacant positions through the County website. MCDBHS is actively working with the Madera County Human Resources Department in the development of new and innovative recruitment strategies as a means of filling current vacancies. This includes outreach to local Colleges and Universities, as well as participating in Community Job Fairs and other community events.
2. MCDBHS has implemented an Internship Program which is available to existing staff and outside individuals who are currently enrolled in a master's level program. MCDBHS continues to expand its Partnerships with Local and Out of County Universities. The Internship Program provides a full continuum of training and education with the emphasis of preparing them for an entry level Clinical Position. The program has been successful in that a number of those who completed their internships were eligible to apply for vacant MCDBHS positions. As an additional





retention strategy, internships have been made available for existing MCDBHS staff, which has resulted in staff being able to compete, advance and promote within the Department. With the development and implementation of new Programs specific to CalAIM, MCDBHS has experienced the return of former staff who indicated their interest and appreciation for new opportunities to advance.

3. Incentive pay has been established for staff who need to travel daily to our rural, mountain area, clinic as part of their assignment.
4. Posting of new recruitments for hard to fill positions is continuous to allow for ongoing recruitments versus time limited.
5. MCDBHS established a new Staff Activities Committee (SAC), promoted and supported by BHS director, for the past few months to plan and carry out fun activities at each of our clinic sites on the First Friday of each month, "1<sup>st</sup> Fun Fridays". Some of the activities in past and planned for the future include:

- 01/05/2024 - Concha and Wellness Café
- 02/02/2024 - Superbowl Potluck
- 03/01/2024- Sprint into Action Wear Floral Print
- 04/05/2024 - Share your Favorite Snack w/Coworkers
- 05/10/2024 - Cinco de Mayo Potluck
- 06/07/2024 - Annual Donut Day, Swap donuts
- 07/05/2024 - Summer Potluck
- 08/02/2024 - Back to School Gear Day - Wear your school of choice attire
- 09/06/2024 - Sports Jersey Day
- 10/04/2024 - Halloween Door Decorating Contest
- 11/01/2024 - Let's get Flannel with it! Wear your flannel.
- 12/06/2024 - Staff Appreciation Luncheon.

The SAC also has monthly fundraisers that goes towards the annual staff appreciation luncheon at the end of calendar year. They sell items such as popcorn grams and aguas frescas. We have and will continue to raffle different types of baskets filled with items for different uses.

6. Efforts were made to alleviate stressors and boost morale in relation to caseloads. The Directors' Leadership Team has carried out discussions on how to address the high caseload numbers. Although many factors can contribute to high caseloads, one that MCDBHS quickly identified and has taken action to correct are those cases where client contact has not occurred in more than 2 months. Although these do not account for all high caseloads, they will provide MCDBHS providers with a more accurate caseload count of active clients. In late July, the Quality





**F2:** The MCGJ finds that MBHS has insufficient professional development training for their employees, not just for the benefit of the staff, but also supporting their own goal of being able to grow their own professionals in response to the workforce crisis.

The respondent agrees with the finding.

**R2:** The MCGJ recommends that MBHS update its Workforce Training Policy to expand the number of professional development training sessions and certifications available to employees, with costs incurred by MBHS within 120 days of the MCGJ report posting.

The recommendation has not yet been fully implemented. MCDBHS will update its Workforce Training Policy within 120 days of the MCGJ report posting.

Additional details regarding ongoing efforts in this area are included below. Training our providers and staff is vital to our operations. For this reason, MCDBHS is in the process of identifying a Training Coordinator. This will assist our training planning and coordination efforts throughout our clinic sites. The Training Coordinator will be responsible for the coordination and development of an annual training plan. The Training Plan is to include training all areas of MCDBHS (Clinical, Administrative, Fiscal in addition to other areas in need of training support). This position will come with a clinical background to ensure our clinical staff are heard and necessary trainings are scheduled. In March 2024, MCDBHS conducted a training survey to determine which trainings were in demand for both our clinical and administrative teams. This information will be utilized to guide the efforts of our Training Coordinator once established.

During the onboarding process, new providers are required to complete the Documentation Training in addition to MCDBHS specific policies and procedures. This is followed by a one-on-one Electronic Health Record (EHR) Training to ensure effective navigation and clinical document completion.

Ongoing training and support are thereafter provided by direct supervisor and division manager as needed.

MCDBHS, as required, incurs the cost of our annual HIPAA/Law & Ethics Training for which providers received 6 Continuing Education (CE) units. Although this training





Assurance Division, along with clinical lead staff, spearheaded this effort by running reports to best identify which cases could be closed and under what circumstances. The pilot included a total of 100 charts from April 2024 to present, with a total of over 50 being sent a Notice of Adverse Benefit Determination (NOABD) which provides a 10-day window to engage back in services, if no contact is made, client is discharged. MCDBHS has aligned with the state's provider to client ratios as indicated in BHIN 24-020 and has revised its sustainability standard from 70% to 60% as per the same BHIN. The goal of these efforts is twofold: to provide more accurate active caseloads for each provider and to provide a more attainable sustainability standard, while remaining in compliance with state regulation.

7. MCDBHS has also partnered with the Health Resources and Services Administration (HRSA) for many years which as noted on their website has assisted "Nearly 22,000 health care providers through loan repayment and scholarship programs". MCDBHS ensures open application periods are communicated promptly to our providers and follows up with certifying each of the applicants so they can be considered for loan repayment funds. Each year we have between 1-3 providers who commit to remain in employment with MCDBHS for a minimum of 2 years to qualify to receive loan repayment funds which is a huge incentive for both the provider and MCDBHS.
8. The Central Regional Partnership through the Mental Health Services Act Workforce Education and Training (WET) program has developed a Retention Program (RP) opportunity. Madera County, in collaboration with other counties in the region, has partnered with the California Mental Health Services Authority (CalMHSA) to make this funding available to the county Public Mental Health System workforce. It will award up to \$2,265 to qualified workers within the Region's Behavioral Health care that commit to a 12-month service obligation in a recognized hard-to-fill or hard-to-retain position. Through this program, the Regional Partnership seeks to support its qualified providers that service the most underserved populations within the county and work in the most hard- to-retain positions.
9. During the review process of MCBHS by the Madera County Grand Jury, Madera County labor unions and human resources department were in the process of negotiations as a result of the new classification and compensation study. Since then, staff have been provided with salary increases based on the analysis completed by Koff and Associates and agreed upon labor negotiations.





**F5:** The MCGJ finds that the new C.A.R.E.S mobile crisis team is a very valuable resource for the county, however it lacks sufficient public exposure to develop awareness and trust in the community.

The respondent agrees with the finding.

**R5:** The MCGJ recommends that MBHS coordinate press releases, local news coverage, and social media campaigns to highlight the C.A.R.E.S. team and their services within 120 days of the MCGJ report posting.

The recommendation has not yet been implemented but will be fully implemented during FY2024-2025. MCDBHS will research the best avenues for the coordination of press releases, local news coverage, and social media campaigns for C.A.R.E.S. team and its services, in coordination with the CAO Public Information Team (PIT) within 120 days of the MCGJ report posting.

Additional details regarding ongoing efforts in this area are included below.

The Prevention, Outreach, and Community Engagement Services focuses on education and support of individuals and communities to prevent the use and misuse of drugs and the development of substance use disorders; promotes the prevention and treatment of mental health disorders; conducts community outreach efforts to increase awareness of early signs of addiction and mental illness to enhance the wellbeing of individuals, families, and the community.

Prevention services include CARES outreach services, which include education outreach aimed to educate and inform the community about our mobile crisis and non-crisis services through educational presentations and community engagement efforts. Community outreach efforts include tabling services at local events to increase awareness of our mobile crisis services, build rapport and partnerships with the community, and provide FREE marketing materials to promote our CARES services.

For FY2023-2024, MCDBHS held or attended a total of 165 outreach events where CARES information reached a total of 6,372 community members. The outreach team also shared CARES information during 28 presentations throughout Madera County and established 61 partnerships with community organizations, business, and schools who were provided CARES marketing materials (posters, flyers, and business cards) to share with clients and customers. During this same period a total





of 283 educational social media posts that included the Centralized Access and Crisis Line and CARES information were completed.

Currently, MCDBHS has a purchasing agent agreement (PAA) with OutFront Media to develop graphics and establish billboards that include our CARES information in two locations within the City of Madera, we are also opting into a poster rotation program that will feature our billboards in various locations that include the City of Chowchilla and rural areas of Madera County. We are also inquiring about print media, digital media, and radio broadcasting via iHeart Radio.

**F6:** The MCGJ finds that MBHS is not providing support to their employees regarding their own well-being and mental health.

The respondent partially agrees with the finding.

**R6:** The MCGJ recommends that MBHS implement an internal program to support the well-being and mental health of its employees within 120 days of the MCGJ report posting.

The recommendation has been partially implemented but will be fully implemented in the next two years. MCDBHS will strategize and identify further improvements for the well-being and mental health of its employees within 120 days of the MCGJ report posting.

Additional details regarding ongoing efforts in this area are included below. MCDBHS has conducted various efforts to support the health and well-being of its staff. These became much more urgent and focused during the COVID-19 pandemic which saw our agency adapting to the immediate needs such as preventive measures and flexibility in schedules to work-from-home. During this time, MCDBHS leverage CredibleMind and its Live Well Madera County webpage to provide local resources to our staff. A survey to gauge burnout was launched in the early months of COVID so staff could determine when they needed to step away and regroup.

Since then, additional efforts have been launched for the health and wellness of our staff, some of these are:

1. Implementation of a Wellness Room, which staff can use during their breaks throughout the working day to decompress, destress, relax, and/or do



mindfulness activities. This room was furnished with a therapeutic chair, cushions, soft lighting, soothing sounds machine and create an overall peaceful space. This Wellness Room is also conducive and arranged as a private "Lactation Room" for employees who need to use it after giving birth and returning to work.

2. Wellness Wednesday was established. This is an internal department email sent to all staff providing tips, recommendations, and facts related to mental health and wellness as well as additional resources staff can reference to support their health and wellbeing.
3. Monitors have been installed in lobby and other general areas set to play soothing music and encourage mindfulness.
4. The SAC also helps in the well-being of staff by creating and participating in fun monthly activities for all staff members to take part in.
5. "1st Fun Friday" has continued to promote a relaxed, fun, stress free work environment.
6. "Friday Jean's Day" has continued as well, and signage is posted in our facilities to inform the public of this relaxed attire at work.
7. COVID temperature scanners and preventative materials such as masks, hand sanitizers continue to be readily available throughout our clinics, notification of infections are sent to all staff as applicable to safeguard the health and wellbeing of our clients and staff.
8. A partnership with CredibleMind and the creation of the <https://madera.crediblemind.com/> website a few years ago, provides our staff with resources for all around well-being through literature and podcasts on many topics as well as assessments to monitor one's own well-being and suggesting resources to provide relief. In addition, a WellScreen tool is being considered for implementation which promises to contribute to the County's expansion in access to local and self-help behavioral health resources, improved access for youth and acute mental health candidates and lower overall behavioral health service costs through improved triage efficiency.

**F7:** The MCGJ wants to commend the staff of MBHS for their dedication and commitment to improving the wellness of the community.

The respondent agrees with the finding.

MCDBHS has an amazing team that provides high quality mental health and substance use disorder service to our diverse communities in Madera County. I am proud of each one of them and grateful to know them and work with them.





**MEMBERS OF THE BOARD**

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September 17, 2024

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

**Subject: Response to the 2023-24 Grand Jury Report entitled "Madera County's Behavioral Health Services"**

Honorable Judge Jurkovich:

Pursuant to the California Penal Code 933.05, the Madera County Board of Supervisors submits this response to the findings and recommendations in the 2023-24 Madera County Grand Jury report entitled "**Madera County's Behavioral Health Services**"

**Finding 1:**

The Madera County Grand Jury (MCGJ) finds that the Madera County Department of Behavioral Health Services' (MBHS) long-term staffing shortage has had a detrimental effect on the engagement and retention rate of those utilizing the services, as well as employee morale.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 2:**

The MCGJ finds that MBHS has insufficient professional development training for their employees, not just for the benefit of the staff, but also supporting their own goal of being able to *grow their professionals* in response to the workforce crisis.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 3:**

The MCGJ finds that the outreach efforts are inadequate to the Hispanic/Latino population.

**Response**

Respondent partially disagrees with the finding per California Penal Code 933.05 (a) (2). Under separate cover, the Director of Behavioral Health Services has responded to this finding and stated:

*"...MCDBHS is committed to culturally and linguistically competent services that are embedded throughout the entire system of care. MCDBHS understands and acknowledges how cultures, values, beliefs, life experiences, and perspectives impact client's decision-making that influence their overall health and well-being."*



**BOARD OF SUPERVISORS**

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The response of the Director of Behavioral Health Services to the above Finding is considered appropriate and is submitted as the Board of Supervisors' response.

**Finding 4:**

The MCGJ finds that the sterile nature of the facilities where services are conducted do not support the therapeutic environment essential for connection.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 5:**

The MCGJ finds that the new C.A.R.E.S. mobile crisis team is a very valuable resource for the county, however it lacks sufficient public exposure to develop awareness and trust in the community.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 6:**

The MCGJ finds that MBHS is not providing support to their employees regarding their own well-being and mental health.

**Response**

Respondent disagrees with the finding per California Penal Code 933.05 (a) (2). Under separate cover, the Director of Behavioral Health Services has responded to this finding and stated:

*"...MCDBHS has conducted various efforts to support the health and well-being of its staff. These became much more urgent and focused during the COVID-19 pandemic which saw our agency adapting to the immediate needs such as preventive measures and flexibility in schedules to work-from-home. During this time, MCDBHS leverage CredibleMind and its Live Well Madera County webpage to provide local resources to our staff. A survey to gauge burnout was launched in the early months of COVID so staff could determine when they needed to step away and regroup."*

The response of the Director of Behavioral Health Services to the above Finding is considered appropriate and is submitted as the Board of Supervisors' response.

**Finding 7:**

The MCGJ wants to commend the staff of MBHS for their dedication and commitment to improving the wellness of the community.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Recommendation 1:**

The MCGJ recommends that MBHS submit a recruitment and retention plan that includes salary increases and incentives to the Board of Supervisors within 120 days of the MCGJ report posting, addressing the long-standing staffing shortage.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. Under separate cover, the Director of Behavioral Health Services has responded to this Recommendation and stated:

*"The recommendation has been partially implemented but will be fully implemented in the future. MCDBHS will develop a retention plan within 120 days of the MCGJ report posting. Additional details regarding ongoing efforts in this area are included below:*

- 1. MCDBHS sends out recruitments and job flyers to licensed/non licensed providers in the general areas encouraging them to apply for vacant positions through the County website. MCDBHS is actively working with the Madera County Human Resources Department in the development of new and innovative recruitment strategies as a means of filling current vacancies. This includes outreach to local Colleges and Universities, as well as participating in Community Job Fairs and other community events.*
- 2. MCDBHS has implemented an Internship Program which is available to existing staff and outside individuals who are currently enrolled in a master's level program. MCDBHS continues to expand its Partnerships with Local and Out of County Universities. The Internship Program provides a full continuum of training and education with the emphasis of preparing them for an entry level Clinical Position. The program has been successful in that a number of those who completed their internships were eligible to apply for vacant MCDBHS positions. As an additional retention strategy, internships have been made available for existing MCDBHS staff, which has resulted in staff being able to compete, advance and promote within the Department. With the development and implementation of new Programs specific to CalAIM, MCDBHS has experienced the return of former staff who indicated their interest and appreciation for new opportunities to advance.*
- 3. Incentive pay has been established for staff who need to travel daily to our rural, mountain area, clinic as part of their assignment.*
- 4. Posting of new recruitments for hard to fill positions is continuous to allow for ongoing recruitments versus time limited.*
- 5. MCDBHS established a new Staff Activities Committee (SAC), promoted and supported by BHS director, for the past few months to plan and carry out fun activities at each of our clinic sites on the First Friday of each month, "1<sup>st</sup> Fun Fridays". Some of the activities in past and planned for the future include:  
01/05/2024 - Concha and Wellness Café  
02/02/2024 - Superbowl Potluck  
03/01/2024- Sprint into Action Wear Floral Print  
04/05/2024 - Share your Favorite Snack w/Coworkers  
05/10/2024 - Cinco de Mayo Potluck  
06/07/2024 - Annual Donut Day, Swap donuts  
07/05/2024 - Summer Potluck*

08/02/2024 - Back to School Gear Day - Wear your school of choice attire  
09/06/2024 - Sports Jersey Day  
10/04/2024 - Halloween Door Decorating Contest  
11/01/2024 - Let's get Flannel with it! Wear your flannel.  
12/06/2024 - Staff Appreciation Luncheon.  
The SAC also has monthly fundraisers that goes towards the annual staff appreciation luncheon at the end of calendar year. They sell items such as popcorn grams and aguas frescas. We have and will continue to raffle different types of baskets filled with items for different uses.

6. *Efforts were made to alleviate stressors and boost morale in relation to caseloads. The Directors' Leadership Team has carried out discussions on how to address the high caseload numbers. Although many factors can contribute to high caseloads, one that MCDBHS quickly identified and has taken action to correct are those cases where client contact has not occurred in more than 2 months. Although these do not account for all high caseloads, they will provide MCDBHS providers with a more accurate caseload count of active clients. In late July, the Quality Assurance Division, along with clinical lead staff, spearheaded this effort by running reports to best identify which cases could be closed and under what circumstances. The pilot included a total of 100 charts from April 2024 to present, with a total of over 50 being sent a Notice of Adverse Benefit Determination (NOABD) which provides a 10-day window to engage back in services, if no contact is made, client is discharged. MCDBHS has aligned with the state's provider to client ratios as indicated in BHIN 24-020 and has revised its sustainability standard from 70% to 60% as per the same BHIN. The goal of these efforts is twofold: to provide more accurate active caseloads for each provider and to provide a more attainable sustainability standard, while remaining in compliance with state regulation.*
7. *MCDBHS has also partnered with the Health Resources and Services Administration (HRSA) for many years which as noted on their website has assisted "Nearly 22,000 health care providers through loan repayment and scholarship programs". MCDBHS ensures open application periods are communicated promptly to our providers and follows up with certifying each of the applicants so they can be considered for loan repayment funds. Each year we have between 1-3 providers who commit to remain in employment with MCDBHS for a minimum of 2 years to qualify to receive loan repayment funds which is a huge incentive for both the provider and MCDBHS.*
8. *The Central Regional Partnership through the Mental Health Services Act Workforce Education and Training (WET) program has developed a Retention Program (RP) opportunity. Madera County, in collaboration with other counties in the region, has partnered with the California Mental Health Services Authority (CalMHSA) to make this funding available to the county Public Mental Health System workforce. It will award up to \$2,265 to qualified workers within the Region's Behavioral Health care that commit to a 12-month service obligation in a recognized hard-to-fill or hard-to-retain position. Through this program, the Regional Partnership seeks to support its qualified providers that service the most underserved populations within the county and work in the most hard- to-retain positions.*
9. *During the review process of MCBHS by the Madera County Grand Jury, Madera County labor unions and human resources department were in the process of negotiations as a result of the new classification and compensation study. Since then, staff have been provided with salary*

*increases based on the analysis completed by Koff and Associates and agreed upon labor negotiations. "*

The response of the Director of Behavioral Health Services to the above Recommendation is considered appropriate and is submitted as the Board of Supervisors' response.

**Recommendation 2:**

The MCGJ recommends that MBHS update its Workforce Training Policy to expand the number of professional development training sessions and certifications available to employees, with costs incurred by MBHS within 120 days of the report posting.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. Under separate cover, the Director of Behavioral Health Services has responded to this Recommendation and stated:

*"The recommendation has not yet been fully implemented. MCDBHS will update its Workforce Training Policy within 120 days of the MCGJ report posting. Additional details regarding ongoing efforts in this area are included below:*

*Training our providers and staff is vital to our operations. For this reason, MCDBHS is in the process of identifying a Training Coordinator. This will assist our training planning and coordination efforts throughout our clinic sites. The Training Coordinator will be responsible for the coordination and development of an annual training plan. The Training Plan is to include training all areas of MCDBHS (Clinical, Administrative, Fiscal in addition to other areas in need of training support). This position will come with a clinical background to ensure our clinical staff are heard and necessary trainings are scheduled. In March 2024, MCDBHS conducted a training survey to determine which trainings were in demand for both our clinical and administrative teams. This information will be utilized to guide the efforts of our Training Coordinator once established.*

*During the onboarding process, new providers are required to complete the Documentation Training in addition to MCDBHS specific policies and procedures. This is followed by a one-on-one Electronic Health Record (EHR) Training to ensure effective navigation and clinical document completion.*

*Ongoing training and support are thereafter provided by direct supervisor and division manager as needed. MCDBHS, as required, incurs the cost of our annual HIPAA/Law & Ethics Training for which providers received 6 Continuing Education (CE) units. Although this training is required every two years, MCDBHS understands regulation is everchanging and seeks to keep its employees as up to date as possible in this regard.*

*Early in 2024, MCDBHS rolled out a Narcan/Naloxone training for all staff. This is a voluntary training, however, offered at time of onboarding to ensure our staff is appropriately trained to administer Narcan whenever necessary. MCDBHS is also a Narcan/Naloxone distribution point, all clinics keep Narcan kits on hand for distribution to the public upon request. The Prevention, Outreach, and Community Engagement Team is leading the efforts to train partner and community*

agencies as well as the public in the administration of Narcan to better prepare the community as a whole to save lives. The Prevention, Outreach, and Community Engagement Team received free Core Competencies for Prevention training upon being hired. The team also received training to become certified “train the trainers” for Mental Health First Aid and Applied Suicide Intervention Skills Training to become certified to provide the training in the community.

MCDBHS partnered with The Change Companies to provide ASAM training to all providers, Mental Health (MH) as well as Substance Use Disorder (SUD) providers. MCDBHS incurs all costs for this 3-module training, granting a total of 13 CEs to each provider.

MCDBHS also incurs all costs related to license renewal for our many providers. Although, it is usual that counties will require providers to pay then be reimbursed, MCDBHS has opted to incur the cost upfront to minimize disruption in the daily activities of our providers.”

The response of the Director of Behavioral Health Services to the above Finding is considered appropriate and is submitted as the Board of Supervisors’ response.

**Recommendation 3:**

The MCGJ recommends that MBHS add Spanish-language media outlets to their outreach efforts to the Hispanic/Latino community within 120 days of the MCGJ report posting.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. Under separate cover, the Director of Behavioral Health Services has responded to this Recommendation and stated:

*“The recommendation has been partially implemented but will be fully implemented in the future. MCDBHS will strategize and identify the most appropriate Spanish-language media outlets to outreach the Hispanic/Latino community within 120 days of the MCGJ report posting. Additional details regarding ongoing efforts in this area are included below:*

*MCDBHS is committed to culturally and linguistically competent services that are embedded throughout the entire system of care. MCDBHS understands and acknowledges how cultures, values, beliefs, life experiences, and perspectives impact client’s decision-making that influence their overall health and well-being.*

*MCDBHS goal is to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. MCDBHS developed strategies designed to address:*

- 1. Governance, leadership, and workforce*
- 2. Communication and Language Assistance, and*
- 3. Engagement, Continuous Improvement, and Accountability.*

*Under Communication and Language Assistance, we identified specific goals to target the Hispanic/Latino population; Goal 3. Focus on increasing our penetration rates for the Hispanic/Latino population by increasing our online/social media presence; Goal 4. Increase engagement for all BHS clients through an online/social media platform to help reduce stigma; and Goal 7. Focus on community partnerships that are beneficial for our clients to help evaluate policies and practices that ensure cultural and linguistic appropriateness.*

*MCDBHS established a Marketing and Media Committee to provide direction on the overall comprehensive marketing and communications strategies for the department. BHS Marketing and Media Committee developed branding guidelines and resources to ensure materials developed are culturally and linguistically appropriate for the community. The BHS Marketing and Media Committee ensure materials developed are in line with the department's mission.*

*For FY2023-2024, MCDBHS strived to increase engagement via social media completing a total of 283 posts. On a monthly basis BHS prevention staff develop bilingual educational social media post for Facebook and X (Twitter).*

*BHS is currently working with OutFront Media Group to launch several bilingual billboards to be displayed throughout Madera County. In May 2024, we had the opportunity to work with iHeart Media to promote our youth summit via radio broadcast (La Preciosa, B95, and Soft Rock 98.9), digital media using geofencing, and used Madera Unified School District digital platform, Peach Jar to reach all parents and students attending Madera Unified School District. We are currently exploring social media boost of our educational post, Peach Jar to share flyers and information for parents, and preparation for a strategic planning session with partners and community members to help the prevention team develop a comprehensive communication plan. The communication plan will be used to guide the development of social media campaigns using print media, earn media, social media, and digital media targeting the Hispanic/Latino Community.*

*Other outreach efforts conducted in-person to reach and engage the Hispanic Latino community include:*

- 1. Participation in Youth Specific Efforts: collaborated with local schools 37 instances to provide a presentation, workshop, and/or participated in outreach events during student's lunch.*
- 2. Parent Specific Efforts: collaborated 29 instances with local schools and organizations that serve parents of students attending local Madera County schools.*
- 3. County-wide Efforts: collaborated with organizations throughout Madera County to disseminate information, reaching 10,693 community members.*
- 4. Establishing partnerships with organizations that served the monolingual Spanish speaking communities including Madera Coalition for Community Justice, City of Madera Park and Recreational Services, and their Senior Services.*
- 5. In September of 2024, BHS will be launching educational workshops to help educate the community about mental health illness. These workshops will be conducted in Spanish and English. The purpose of these workshops is to help reduce stigma surrounding mental health that prevents individuals from seeking services, primarily focusing on the Hispanic Latino Community.*

6. *BHS partnered with other organizations to increase outreach efforts targeting the Hispanic Latino community by conducting outreach at Farmer's Markets, Madera Flea Market, and reaching out to organizations that work with the Oaxacan community."*

The response of the Director of Behavioral Health Services to the above Recommendation is considered appropriate and is submitted as the Board of Supervisors' response.

**Recommendation 4:**

The MCGJ recommends that MBHS consult with a professional within 120 days of the MCGJ to improve the interior of the treatment areas and create a more therapeutic environment.

**Response**

The recommendation requires further analysis. Under separate cover, the Director of Behavioral Health Services has responded to this Recommendation and stated:

*"The recommendation has been partially implemented but will be fully implemented in the future depending on available funding sources and depending on state and local budgets. MCDBHS will seek consultation with County Administration on available resources to develop a cost effective, well thought out, phased in facilities plan to improve the interior of the treatment areas, with staff and client input, within 120 days of the MCGJ report posting.*

*Additional details regarding ongoing efforts in this area are included below:*

*As it relates to client and family needs, MCDBHS relocated its Children's Services to its own separate office site. The name "Children, Youth and Family Recovery Center" (CYFRC) came about as result of staff input and feedback. CYFRC is a full-service Children's Site; in that, it provides Mental Health, Substance Abuse Disorder and Medication Services. The Children's Team (Clinical Providers, Administrative Staff and Supervisors) worked together in identifying the décor that would serve to be a more welcoming, warm, child/family environment while taking into consideration the importance of cultural diversity, equity and inclusion.*

*Chowchilla Recovery Center has created a welcoming environment by dedicating a small area for children inclusive of a library and child size furniture. This is something we will consider replicating at our other locations.*

*At our main location, known as "7th Street", the intake rooms are being reassessed to incorporate a more welcoming feel for the public. The dedicated office for the officer of the day office has already been decorated to include greenery and artwork for a more soothing and welcoming environment. In conference rooms and other specific locations throughout the clinic, client's therapeutic artwork has been put on display which has been quite welcomed by staff and the public alike. The halls and waiting areas have smart TV's playing soft, soothing music to create a relaxing atmosphere. Last, one conference room has been upgraded with new tables and chairs. A wall of the front reception office was painted with a warm color blue and it has bilingual signage on for "Welcome-Bienvenidos" to ensure our Spanish speaking clientele feel welcome in their own language. The others will continue to be upgraded as soon as the FY2024-2025 Budget is approved by the Board of Supervisors in September 2024.*

*MCDBHS will continue to make efforts to improve the feel of our clinic sites by incorporating greenery and assessing the feasibility of painting walls for a more welcoming feel.*

The response of the Director of Behavioral Health Services to the above Recommendation is considered appropriate and is submitted as the Board of Supervisors' response.

**Recommendation 5:**

The MCGJ recommends that MBHS coordinate press releases, local news coverage, and social media campaigns to highlight the C.A.R.E.S. team and their services within 120 days of the MCGJ report posting.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. Under separate cover, the Director of Behavioral Health Services has responded to this Recommendation and stated:

*"The recommendation has not yet been implemented but will be fully implemented during FY2024-2025. MCDBHS will research the best avenues for the coordination of press releases, local news coverage, and social media campaigns for C.A.R.E.S. team and its services, in coordination with the CAO Public Information Team (PIT) within 120 days of the MCGJ report posting. Additional details regarding ongoing efforts in this area are included below:*

*The Prevention, Outreach, and Community Engagement Services focuses on education and support of individuals and communities to prevent the use and misuse of drugs and the development of substance use disorders; promotes the prevention and treatment of mental health disorders; conducts community outreach efforts to increase awareness of early signs of addiction and mental illness to enhance the wellbeing of individuals, families, and the community.*

*Prevention services include CARES outreach services, which include education outreach aimed to educate and inform the community about our mobile crisis and non-crisis services through educational presentations and community engagement efforts. Community outreach efforts include tabling services at local events to increase awareness of our mobile crisis services, build rapport and partnerships with the community, and provide FREE marketing materials to promote our CARES services.*

*For FY2023-2024, MCDBHS held or attended a total of 165 outreach events where CARES information reached a total of 6,372 community members. The outreach team also shared CARES information during 28 presentations throughout Madera County and established 61 partnerships with community organizations, business, and schools who were provided CARES marketing materials (posters, flyers, and business cards) to share with clients and customers. During this same period a total of 283 educational social media posts that included the Centralized Access and Crisis Line and CARES information were completed.*

*Currently, MCDBHS has a purchasing agent agreement (PAA) with OutFront Media to develop graphics and establish billboards that include our CARES information in two locations within the City of Madera, we are also opting into a poster rotation program that will feature our billboards in various locations that include the City of Chowchilla and rural areas of Madera County. We are also inquiring about print media, digital media, and radio broadcasting via iHeart Radio."*

**Recommendation 6:**

The MCGJ recommends that MBHS implement an internal program to support the well-being and mental health of its employees within 120 days of the MCGJ report posting.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. Under separate cover, the Director of Behavioral Health Services has responded to this Recommendation and stated:

*"The recommendation has been partially implemented but will be fully implemented in in the next two years. MCDBHS will strategize and identify further improvements for the well-being and mental health of its employees within 120 days of the MCGJ report posting. Additional details regarding ongoing efforts in this area are included below:*

- 1. Implementation of a Wellness Room, which staff can use during their breaks throughout the working day to decompress, destress, relax, and/or do mindfulness activities. This room was furnished with a therapeutic chair, cushions, soft lighting, soothing sounds machine and create an overall peaceful space. This Wellness Room is also conducive and arranged as a private "Lactation Room" for employees who need to use it after giving birth and returning to work.*
- 2. Wellness Wednesday was established. This is an internal department email sent to all staff providing tips, recommendations, and facts related to mental health and wellness as well as additional resources staff can reference to support their health and wellbeing.*
- 3. Monitors have been installed in lobby and other general areas set to play soothing music and encourage mindfulness.*
- 4. The SAC also helps in the well-being of staff by creating and participating in fun monthly activities for all staff members to take part in.*
- 5. "1<sup>st</sup> Fun Friday" has continued to promote a relaxed, fun, stress free work environment.*
- 6. "Friday Jean's Day" has continued as well, and signage is posted in our facilities to inform the public of this relaxed attire at work.*
- 7. COVID temperature scanners and preventative materials such as masks, hand sanitizers continue to be readily available throughout our clinics, notification of infections are sent to all staff as applicable to safeguard the health and wellbeing of our clients and staff.*
- 8. A partnership with CredibleMind and the creation of the <https://madera.crediblemind.com/> website a few years ago, provides our staff with resources for all around well-being through literature and podcasts on many topics as well as assessments to monitor one's own well-being and suggesting resources to provide relief. In addition, a WellScreen tool is being considered for implementation which promises to contribute to the County's expansion in access to local and self-help behavioral health resources, improved access for youth and acute mental health candidates and lower overall behavioral health service costs through improved triage efficiency."*

The response of the Director of Behavioral Health Services to the above Recommendation is considered appropriate and is submitted as the Board of Supervisors' response. The Board acknowledges the Grand Jury's review and time involved in this matter and appreciates

the opportunity to respond to the findings and recommendations.

Sincerely,



Robert Poythress  
Chairman of the Board of Supervisors

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**Madera County Animal Services:  
It's A Dog's Life  
Madera County Grand Jury  
Final Report 2324-03  
June 19, 2024**

**Summary**

Madera County Animal Services (MCAS) has long been a cornerstone of community welfare, providing vital services ranging from animal adoption to public health protection. However, recent investigations by the Madera County Grand Jury (MCGJ) have shed light on the organization's persistent challenges, spanning over two decades.

The findings of the 2023-2024 MCGJ report highlight three recurring themes: facility shortcomings, understaffing, and the absence of a comprehensive Policy and Procedure manual. Despite years of acknowledgment by the Madera County Board of Supervisors and MCAS directors, these issues still need to be solved, posing significant hurdles to effective operations and community service.

**Background**

Animal shelter services play an essential role in the community, by adopting out pets to loving homes and helping keep the streets clean and safe from animal-transmitted diseases. The Madera County website lists the following services provided by the Department of Madera County Animal Services (MCAS):

- Protection of public health against contagious, infectious, or communicable animal diseases.
- Rabies Control.
- Patrol of public streets and parks in the County of Madera.
- Adoption of shelter animals after mandated California state time period (3-day hold).
- Impoundment of stray, sick, or injured animals, cats/dogs.
- Vaccinate all impounded shelter animals.
- Welfare checks on possible neglected animals.
- Enforcement of local and state laws.

- Animal Licensing for County residents.
- Quarantine of animals involved in bites to humans.
- 24-hour response to emergency calls.
- Volunteer Opportunities - must be 16 or older with a waiver.
- Community Outreach Presentations (providing education on humane animal care, wildlife concerns, and shelter operations).

The MCAS is the only full-service animal shelter in Madera County. Chowchilla has a small holding facility that offers licensing, vaccinations, and community education. The MCAS houses lost, abandoned, or surrendered animals from within the county and city. Healthy animals are offered for adoption at the Madera shelter facility.

1. There are five Animal Control Officers (ACOs) that respond to field calls and patrol the county for stray or dangerous animals during MCAS business hours. If an animal needs emergency medical care, it is transported to a contracted veterinary facility in Chowchilla. If the animal does not require emergency care, they are transported to the MCAS facility. The shelter has five trucks for transportation. Three of the five MCAS trucks have air conditioning in the animal cargo/holding area, and two utilize less effective swamp coolers in the animal cargo/holding area.

## **FINDINGS:**

**F1:** The MCGJ finds that the tax-sharing contract between Madera County and the cities of Madera and Chowchilla should be more equitable based on the number of animal intakes per jurisdiction.

**F2:** The 2023-2024 MCGJ finds, and agrees with previous findings, that the MCAS facility is inadequate to meet Madera County's current needs and future growth.

**F3:** The 2023-2024 MCGJ finds, and agrees with previous MCGJ findings, that staffing shortages persist due to the significant gap between the budgeted number of full-time equivalent employees and the actual number of positions filled.

**F4:** The 2023-2024 MCGJ finds, and agrees with previous MCGJ findings, that the MCAS does not have an established written Policy and Procedure Manual.

**RECOMMENDATIONS:**

**R1:** The MCGJ recommends that the Board of Supervisors renegotiate the tax-sharing contract between the County of Madera and the cities of Madera and Chowchilla regarding the MCAS funding within 90 days of the MCGJ report posting.

**R2:** The MCGJ recommends that the Board of Supervisors propose a new plan to complete the renovation of the current MCAS facility or the construction of a new facility within 90 days of the MCGJ report posting.

**R3:** The MCGJ recommends that the Board of Supervisors remove the hiring freeze affecting MCAS within 90 days of the posting of the MCGJ report.

**R4:** The MCGJ recommends that MCAS develop and adopt a written Policy and Procedure Manual within 180 days of the MCGJ report posting.

**REQUIRED RESPONSES:**

Pursuant to Penal Code sections 933 and 933.05, the MCGJ requests responses as follows;

From the following elected county officials within 90 days:

Madera County Board of Supervisors  
200 W. 4th Street  
Madera, CA 93637

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

Chowchilla City Council  
130 S. 2nd Street  
Chowchilla, CA 93610

**INVITED RESPONSES:**

Pursuant to Penal Code sections 933 and 933.05, the MCGJ requests responses as follows;

From the following elected county officials within 60 days:

Madera County Animal Shelter  
14269 Road 28  
Madera, CA 93637

Madera County Public Health Director  
1604 Sunrise Avenue  
Madera, CA 983638

Madera County Animal Control Director  
14269 Road 28  
Madera, CA 93636

Madera County Chief Administrative Officer  
200 W. 4th Street  
Madera, CA 93637



**MEMBERS OF THE BOARD**

JORDAN WAMHOFF, District No. 1  
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BOBBY MACAULAY, District No. 5

KAREN SCRIVNER, Chief Clerk of the Board

September 17, 2024

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

**Subject: Response to the 2023-24 Grand Jury Report entitled "Madera County Animal Services: It's a Dog's Life"**

Honorable Judge Jurkovich:

Pursuant to the California Penal Code 933.05, the Madera County Board of Supervisors submits this response to the findings and recommendations in the 2023-24 Madera County Grand Jury report entitled "Madera County Animal Services: *It's a Dog's Life*."

**Finding 1:**

The Madera County Grand Jury (MCGJ) finds that the tax-sharing contract between Madera County and the cities of Madera and Chowchilla should be more equitable based on the number of animal intakes per jurisdiction.

**Response**

Respondent partially disagrees with the finding per California Penal Code 933.05 (a) (2). While, as referenced in the Grand Jury's report, 40% of animal intakes in 2023 came from the City of Madera, the Madera County Animal Shelter does not provide animal intake for the City of Chowchilla. Respondent agrees with Finding 1 as it pertains to the City of Madera.

**Finding 2:**

The 2023-2024 MCGJ finds and agrees with previous findings, that the Madera County Animal Services (MCAS) facility is inadequate to meet Madera County's current needs and future growth.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 3:**

The 2023-2024 MCGJ finds and agrees with previous MCGJ findings, that staffing shortages persist due to the significant gap between the budgeted number of full-time equivalent employees and the actual number of positions filled.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).



**Finding 4:**

The 2023-2024 MCGJ finds and agrees with previous MCGJ findings, that the MCAS does not have an established written Policy and Procedure Manual.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Recommendation 1:**

The MCGJ recommends that the Board of Supervisors renegotiate the tax-sharing contract between the County of Madera and the cities of Madera and Chowchilla regarding the MCAS funding within 90 days of the MCGJ report posting.

**Response**

The recommendation requires further analysis. After a period of negotiation between the parties, the County of Madera and the City of Madera, agreed to terms of a new Tax-Sharing agreement which was approved by the Board of Supervisors on December 20, 2022. It was subsequently approved by the Madera City Council on October 4, 2023. The initial term of the agreement is for 5-years. As with the prior agreement, the renegotiated agreement does not include provisions for the funding of the Madera County Animal Shelter. Funding of the Animal Shelter is subject to a separate agreement between the City and the County which dates to 2018. The County maintains neither a tax sharing agreement nor a separate agreement with the City of Chowchilla which provides for Animal Services funding as the County does not provide services to the City of Chowchilla. With respect to renegotiating the terms of the separate animal services contract between the City of Madera and County, the parties meet regularly to discuss issues of common interest between the City and County and any modifications to the agreement is a topic for discussion during these regularly scheduled meetings.

**Recommendation 2:**

The MCGJ recommends that the Board of Supervisors propose a new plan to complete the renovation of the current MCAS facility or the construction of a new facility within 90 days of the MCGJ report posting.

**Response**

The recommendation requires further analysis. County General Services is currently negotiating an agreement with an architectural firm to conduct a feasibility study, the focus of which is the potential renovation of the previous County Juvenile Hall facility into an animal services facility. Contract approval is anticipated in mid-September 2024. Once approved, results of the study should be available in 60-90 days.

**Recommendation 3:**

The MCGJ recommends that the Board of Supervisors remove the hiring freeze affecting MCAS within 90 days of the posting of the MCGJ report.

**Response**

The recommendation will not be implemented because the recommendation is not warranted or is not reasonable. The hiring freeze was put in place as there are insufficient county discretionary revenues to fund the cost of services currently being provided (operating deficit). It will not be possible to lift the hiring freeze for one department as all departments that are funded primarily with county discretionary revenues will need to reduce expenditures to help reduce the County's operating deficit.

**Recommendation 4:**

The MCGJ recommends that MCAS develop and adopt a written Policy and Procedure Manual within 180 days of the MCGJ report posting.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. On October 10, 2023, the Board of Supervisors appointed Amy Toler as the Director of Animal Services. Since that time, Ms. Toler has had to devote a significant amount of time and resources to two separate animal hoarding cases that required County intervention. Nevertheless, development of a department Policy and Procedure Manual is currently underway. It is anticipated that a final draft policy will be completed within the next 90 days and implementation should be complete within 120 days.

The Board acknowledges the Grand Jury's review and time involved in this matter and appreciates the opportunity to respond to the findings and recommendations.

Sincerely,



Robert Poythress  
Chairman of the Board of Supervisors

# CITY OF CHOWCHILLA CALIFORNIA



September 13, 2024

Madera County Grand Jury  
PO Box 534  
Madera, CA 93639



Honorable Judge Jurkovich:

Pursuant to Penal Code Section 933.05(a) and (b), please allow this document to serve as the response from the City Council of Chowchilla (City) to the findings and recommendations in the Grand Jury Report entitled, "Madera County Animal Services: It's a Dog's Life" (hereafter, referred to as, "Report").

Firstly, let the City state that we respect the role of the Grand Jury to act as the public's "watchdog" and its role in investigating and reporting upon affairs of local government. However, prior to addressing the findings and recommendation of the report, the City must express concern in regards to the content of the Report.

In regards to the Report, the City notes the following concerns:

On October 23, 2023, Amy Toler, the Director of the Madera County Animal Services in Madera, CA, advised there was no contract between Madera County and the City of Chowchilla regarding animal services.

During the 2023 -2024 fiscal year the Chowchilla Animal Services paid the Madera County Animal Shelter for all services. The only exception was in December 2023, the Madera Animal Services came to the Chowchilla Animal Shelter and took 9 dogs to the Madera Animal Shelter to assist in finding rescue or adoption for those animals at no charge. Other than those 9 dogs, all services through the Madera County Animal Shelter were paid for by the City of Chowchilla. The Grand Jury report states that "Chowchilla does not contribute financially to MCAS." Whatever services the City of Chowchilla receives from Madera County Animal Services are paid for by the City of Chowchilla.

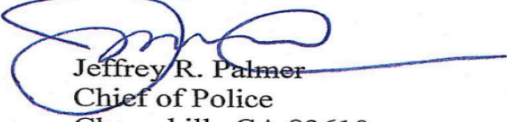
The Madera County Animal Services did provide microchips earlier in 2023 when the prior Madera County Animal Director was there. The microchips were provided to Madera County through a grant.

The City of Chowchilla is willing to discuss and consider negotiating a contract with the Madera County Board of Supervisors although at this time we are not receiving services from the Madera County Animal Services that we are not paying for when we request assistance.

130 S Second Street, Chowchilla, CA 93610

The City of Chowchilla appreciates your time in this matter.

Sincerely,



Jeffrey R. Palmer  
Chief of Police  
Chowchilla CA 93610

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**Fairmead: Waiting for a Train**  
**Madera County Grand Jury**  
**2023-2024**  
**Final Report 2324-04**  
**June 19, 2024**

**SUMMARY**

The Madera County Grand Jury (MCGJ) investigated several issues which currently plague the residents of Fairmead, a small unincorporated community located in Madera County, between the cities of Madera and Chowchilla. Due to its proximity, Fairmead falls within Chowchilla's sphere of influence. Unpaved streets, water quantity and quality, flood control, and the lack of a sewer system top the list of community needs. Non-profit organizations have attempted to gain public assistance to mitigate these problems with little success.

**BACKGROUND**

Fairmead, known for the Mammoth Orange, is a small unincorporated community with approximately 170 homes and 1200 residents. Historically, San Joaquin Valley communities like Fairmead developed along the railroad tracks. Fairmead was originally a train stop with a few homes and businesses. Fairmead is a planned community designed in 1912 by developers from Palo Alto, CA. Later, Fairmead became a farm worker community, and is currently lacking modernized infrastructure.

Recent public information regarding the High Speed Rail as well as a press release detailing the plight of Fairmead residents with the lack of essential services prompted the MCGJ to investigate Fairmead and their issues. The High Speed Rail Authority (HSRA) plans to pass through Fairmead, and has offered the community many promises to upgrade their infrastructure.

## **FINDINGS:**

**F1.** The MCGJ finds Fairmead is in dire need of assistance to mitigate the water challenges.

**F2.** The MCGJ finds Fairmead is in dire need of assistance to mitigate the sewer challenges.

**F3.** The MCGJ finds Fairmead is in dire need of assistance to mitigate the road challenges.

**F4.** The MCGJ finds that the HSRA has entered into a MOU agreement with the FCF that fails to include any timelines or deadlines for performance.

**F5.** The MCGJ finds that it is uncertain how the HSRA route will impact Fairmead.

## **RECOMMENDATIONS:**

**R1.** The MCGJ recommends that the Board of Supervisors create a work group with the HSRA and FCF to establish timelines, monitor the progress, and report to the Board of Supervisor annually regarding the water system conditions by October 1, 2024.

**R2.** The MCGJ recommends that the Board of Supervisors create a work group with the City of Chowchilla, FCF, and HSRA to establish timelines, monitor progress, and report to the Board of Supervisors annually regarding the implementation of the sewer system by October 1, 2024.

**R3.** The MCGJ recommends that the Board of Supervisors direct the County of Madera Road Department to submit a plan to the Board of Supervisors addressing the road repairs, including a timeline for completion, by October 1, 2024.

**R4.** The MCGJ recommends that the Madera County Board of Supervisors, the HSRA, and FCF establish timelines and deadlines for each provision included in the MOU agreement by October 1, 2024.

**R5.** The MCGJ recommends that Madera County, FCF, and HSRA determine the exact Fairmead HSRA route and determine the affected properties by October 1, 2024.

**REQUIRED RESPONSES:**

Pursuant to Penal Code sections 933 and 933.05, the MCGJ requests responses as follows;

From the following elected county officials within 90 days:

Madera County Board of Supervisors  
400 W. 4th Street  
Madera, CA 93637

City of Chowchilla City Council  
130 S. Second St.  
Chowchilla, CA 93610

**INVITED RESPONSES:**

Pursuant to Penal Code sections 933 and 933.05, the MCGJ requests responses as follows;

From the following elected county officials within 60 days:

Fairmead Community & Friends  
P.O. Box 517  
Chowchilla, CA 93610

City of Chowchilla Public Works  
360 N 1st St.  
Chowchilla, CA 93610

Madera County Public Works  
200 W. 4th St.  
Madera, CA 93637

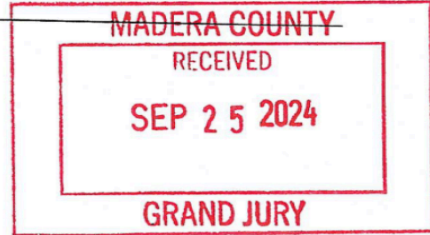
High-Speed Rail Authority  
Central California Regional Office  
1111 H Street  
Fresno, CA 93721

# CITY OF CHOWCHILLA CALIFORNIA



September 13, 2024

Madera County Grand Jury  
PO Box 534  
Madera, CA 93639



Honorable Judge Jurkovich:

Pursuant to Penal Code Section 933.05(a) and (b), please allow this document to serve as the response from the Director of Public Works (Director) and the City Council of Chowchilla (City) to the findings and recommendations in the Grand Jury Report entitled, "Fairmead: Waiting for a Train " (hereafter, referred to as, "Report.") The City respects the role of the Grand Jury to act as the public's "watchdog" and its role in investigating and reporting upon affairs of local government. The City and Director Response to the Findings:

It is our opinion that the Findings detailed by the Grand Jury in the Report are primarily related to outside agencies and not within the City's jurisdiction. As such, the City will only be providing a response to Finding 2 and Recommendation 2 of the Report as they directly mention the City.

**Finding 2:**

*The MCGJ finds Fairmead is in dire need of assistance to mitigate the sewer challenges.*

**Response:**

The City and Director agree with the finding that Fairmead is in dire need of assistance to mitigate the sewer challenges.

The City and Director Response to the Recommendations:

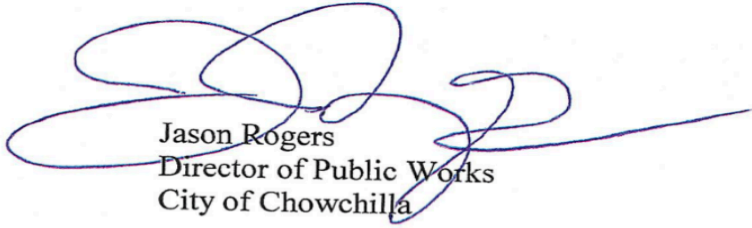
**Recommendation 2:**

*The MCGJ recommends that the Board of Supervisors create a work group with the City of Chowchilla, Fairmead Community and Friends (FCF), and HSRA to establish timelines, monitor progress, and report to the Board of Supervisors annually regarding the implementation of the sewer system by October 1, 2024."*

**Response:**

This recommendation has not yet been implemented and will be implemented in the future. The City currently has regular meetings with High-Speed Rail Authority, State Water Resources Control Board and other stakeholders regarding the future project and can provide an updated report to the Madera County Board of Supervisors by October 1, 2024.

130 S Second Street, Chowchilla, CA 93610  
Telephone: (559) 665-8615      [www.CityOfChowchilla.org](http://www.CityOfChowchilla.org)



Jason Rogers  
Director of Public Works  
City of Chowchilla



August 23, 2024

**Judge Michael Jurkovich**  
Madera County Supervising Judge  
300 South G Street  
Madera, CA 93637

**Lou Martinez, Foreperson**  
Madera County Grand Jury  
PO Box 534  
Madera, CA 93639

**Re: Response to the Findings of the Madera County Grand Jury Final Report 2324-04 titled "Fairmead: Waiting on Train", published on June 19, 2024**

Pursuant to California Penal Code 933.05(a) and (b), the Madera County Public Works Department has compiled its responses to the findings and recommendations in the 2023/24 Madera County Grand Jury Final Report entitled "Fairmead: Waiting on a Train" published on June 19, 2024.

Madera County Public Works appreciates all the efforts that the Grand Jury Team has put into this report and please contact me if you have any additional questions about our responses.

Respectfully,

**Matthew Treber**  
Chief of Development Services





## RESPONSES TO FINDINGS IN REPORT:

- F1. The Madera County Grand Jury (MCGJ) finds Fairmead is in dire need of assistance to mitigate the water challenges.

**Response:** *Madera County Public Works provides for the operation and maintenance of Maintenance District 33-Fairmead. The system has seen recent infrastructure upgrades with an additional production well and storage tank being constructed, along with installation of an emergency backup generator to operate the MD-33 water system in the case of power outages. These improvements were funded by grant funding secured by the County at no cost to the residents/customers of MD-33. The Department is also continuing to work with the State Water Board on securing additional grant funds to install water meters for the system. The system has not received any compliance orders from the State of California.*

- F2. The MCGJ finds Fairmead is in dire need of assistance to mitigate the sewer challenges.

**Response:** *Madera County Public Works assisted in negotiating with the California High Speed Rail, City of Chowchilla and the Fairmead Community and Friends that has resulted in a commitment of all parties for the construction of the necessary sewer infrastructure from the City of Chowchilla to serve the community of Fairmead. That project is set to commence construction by the summer of 2025 and is being funded in part by the High-Speed Rail Authority and the State Water Board. It will also provide for operations and maintenance funding for a period of 10 years.*

- F3. The MCGJ finds Fairmead is in dire need of assistance to mitigate the road challenges.

**Response:** *Madera County Public Works has conducted several road maintenance projects within the greater Community of Fairmead which has an average*





*Pavement Condition Index (PCI) of 50. The County average PCI is 44 for our entire 1,500-mile road network.*

- F4. The MCGJ finds that the HSRA has entered into a MOU agreement with the FCF that fails to include any timelines or deadlines for performance.

**Response:** *Madera County is not a party to this agreement and therefore, is unable to provide any response.*

- F5. The MCGJ finds that it is uncertain how the HSRA route will impact Fairmead.

**Response:** *HSRA prepared and certified an Environmental Impact Report for the San Jose to Merced WYE segment of their alignment. This document provides the impact analysis of the project and the associated mitigation measures. It can be located at Merced to Fresno - Central Valley Wye - California High Speed Rail.*

#### **RESPONSES TO RECOMMENDATIONS IN REPORT:**

- R1. The MCGJ recommends that the Board of Supervisors create a work group with the HSRA and FCF to establish timelines, monitor the progress, and report to the Board of Supervisors annually regarding the water system conditions by October 1, 2024.

**Response:** *Madera County, HSRA, and FCF have regular meetings to discuss the numerous improvements that HSRA have committed to within the Fairmead Community. As previously stated, the water system now has redundancy and has no compliance order from the State of California for any water quality or quantity issues.*

- R2. The MCGJ recommends that the Board of Supervisors create a work group with the City of Chowchilla, FCF, and HSRA to establish timelines, monitor progress, and report to the Board of Supervisors annually regarding the implementation of the sewer system by October 1, 2024.





**Response:** *The City of Chowchilla is the lead agency for the sewer consolidation project. The County's understanding is the sewer main project is on schedule for construction by summer of 2025. Ongoing meetings are occurring between the responsible agencies.*

**R3:** The MCGJ recommends that the Board of Supervisors direct the County of Madera Road Department to submit a plan to the Board of Supervisors addressing the road repairs, including a timeline for completion, by October 1, 2024.

**Response:** *The 2019 Madera County Pavement Management Program Report identified a \$165 million funding need over a 10-year period (\$16.5 million/year) for road maintenance to maintain the nearly 1,500 miles of roadways in Madera County in their current condition. Revenues for road maintenance are well below this figure. The County will continue with road repairs throughout the County, including in Fairmead, and prioritize work based on greatest need and fiscal responsibility based on available funding. The recently adopted Measure T Expenditure Plan for the proposed measure renewal in 2024 includes a 10% set-aside for Disadvantaged Communities that may provide for dedicated funding, if approved by voters. The County will also continue to explore the formation of a Road Maintenance District establishing an assessment to generate dedicated road maintenance revenues for the roads within Fairmead, similar to other areas throughout the County.*

**R4.** The MCGJ recommends that the Madera County Board of Supervisors, the HSRA, and the FCF establish timelines and deadlines for each provision included in the MOU agreement by October 1, 2024.

**Response:** *Madera County is not a party to the MOU and therefore has no authority or jurisdiction on the requirements of an MOU entered into by the State of California and the Fairmead Community and Friends.*

**R4.** The MCGJ recommends that Madera County, FCF, and HSRA determine the exact Fairmead HSRA route and determine the affected properties by October 1, 2024.





**Response:** *This document is available at Merced to Fresno - Central Valley Wye - California High Speed Rail and was completed in 2020.*



**Madera County Strategic Plan – Mission 2023**  
**2023-2024 Madera County Grand Jury**  
**Final Report 2324-05**  
**June 19, 2024**

**SUMMARY**

In 2018, the Madera County Board of Supervisors adopted the five-year Strategic Plan - Mission 2023 (Plan) to guide county operations. Developed by all Madera departments, the Plan expired at the end of 2023. However, discussions for a revised Plan are ongoing. This Madera County Grand Jury (MCGJ) report focuses on the operations of the current Strategic Plan - Mission 2023 and the consideration of a revised Plan.

**BACKGROUND**

In 2018, at the Madera County Management Workshop, planning and development for the Madera County Strategic Plan-Mission 2023<sup>1</sup> (Plan) was initiated. The purpose of the Plan was considered a means of developing a culture within the County. The Plan is a road map for government services for making improvements and continuing to learn and grow as a community. The Plan involves all 24 of the County Departments. The mission-vision statements of the Plan include Creating a countywide Culture of Excellence through dedicated public service. Always excelling as a trusted local government. The core values of the Plan follow the acronym P.L.A.C.E.:

- **P**-professionalism
- **L**-loyalty
- **A**-accountability
- **C**-compassion
- **E**-excellence

## According to the Strategic Plan - Mission 2023

### **Strategic Plan Planning Process**

*Madera County's Chief Administrative Officer evaluated the county business model and determined that a more focused effort was needed to deliver effective and innovative services to the community.*

<sup>1</sup>

*To enhance this work, the County Administrative Officer enlisted the help of key stakeholders, staff and community to begin the process of developing and implementing a county-wide strategic plan to meet the mission of creating a Culture of Excellence through dedicated public service throughout Madera County.*

*The strategic plan outlines eight key focus areas over the next five years, each aligned with Objectives, Action Items and Performance Measure. A report card will be presented annually to the Board of Supervisors to ensure the document is relevant and Performance Measures are being met.*

To achieve the Strategic Plan process, Team Captains were selected for each Focus Area. With input from each Focus Area, a Public Information Team developed a working document with directions from the Board of Supervisors (BOS).

The Plan was reviewed and updated at the 2019 Madera County Management Workshop.

The eight key Focus Areas with "Results" and Strategic Objectives were identified:

<b>Strategic Focus Area</b>	<b>Results</b>	<b>Strategic Objectives</b>
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<sup>1</sup> Copy of Strategic Plan Mission 2023 as it appears on the Madera County Website  
<https://www.maderacounty.com/home/showpublisheddocument/31960/637901203406030000>

1. Community	Creating a county-wide Culture of Excellence through dedicated public service.	Enhance Fiscal Responsibility; Improve Customer Service; Improve Transparency; Improve Delivery of Services; Improve Community Impacts of Homelessness
2. Employees	Improve employee satisfaction and performance and promote wellness in an effort to enhance the health and well-being of our employees.	Improve Employee knowledge and skills through professional growth opportunities; Improve employee customer service aptitude; Improve employee engagement through effective management and supervision; Improve and promote employee wellness.
3. Public Safety	Ensure that the safety and security of the county is trusted, effective and efficient.	Streamline and Improve Public Safety; Improve Inmate Rehabilitation.
4. Public Information	Continue to market and tell the Madera County Story in an ongoing effort to improve the County image and create a Culture of Excellence.	Improve Constituent Satisfaction; Improve Transparency & Branding; Improve Customer Service.

<p>5. Technology</p>	<p>Evolve towards dynamic, flexible, and innovative solutions that can support changing business needs and data security requirements.</p>	<p>Ensure technology priorities are in alignment with and in support of County strategic goals; Increase the use of technology to better serve constituents and employees; Support, Maintain, and Secure Critical Infrastructure.</p>
<p>6. Infrastructure</p>	<p>Have residential and industrial diversification with smart community growth and a small-town feel for a thriving community.</p>	<p>Improve Infrastructure; Consider smart growth tactics (Economic Development, water, sustainability, green space).</p>
<p>7. Government Relations</p>	<p>Collaborate with the Cities of Madera and Chowchilla in order to provide seamless, cost effective, and collaborative services throughout Madera County.</p>	<p>Strengthen/Enhance Intergovernmental Relationships; Strengthen/Enhance level of service for citizens.</p>
<p>8. Health</p>	<p>To reduce the stigma associated with mental illness, suicide, and substance abuse disorders, as well as to reduce communicable diseases within our community and provide healthy, outdoor lifestyle spaces for all to enjoy.</p>	<p>Collaborate with community partners and local stakeholders to incorporate awareness information into their existing training curriculum; Physical Health Collaboration among county departments and community stakeholders is needed to incorporate health into all policies for</p>

		<p>improved health outcomes;          Complete the plan and documentation requirement for the Department of Public Health Strategic Plan (PHSP); Complete the plan and documentation requirements of the Public Health Accreditation Board.</p>
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Impacted by the COVID pandemic, the 2020 Madera County Management Workshop was canceled, and the opportunity for a review of the Plan was not possible. With COVID and a change in management, the Plan has not been as active as initially planned, nor has the public information posted on the Madera County website been updated since 2020<sup>2</sup>.

At the September 26-27, 2023 Madera County Management Workshop, the expiration of the Strategic Plan - Mission 2023 was a topic of consideration. Since no new complete Plan would be in place by the end of 2023, the BOS agreed to keep the existing Plan in place until a new completed Plan would be adopted. Other broad topics of discussion included the purpose of the Plan, an examination of other California County plans, and the law requiring each local government to adopt a general plan (Gov. Code 65300<sup>3</sup>), reference to the City of Madera’s *Vision Madera 2025*,<sup>4</sup> which is a 20-year plan to be used as a guide, and a format for moving forward on a revised Plan. The first step in moving forward will be to include the motto of *Live, Work, and Play* with the current Mission Statement of *Creating a countywide Culture of Excellence through dedicated public service*. The intended purpose of adding the language of the motto into the Mission Statement is to shift the focus of the Plan to be more inclusive of the public.

<sup>2</sup> Copy of Mission 2023 Update July 2020 <https://www.maderacounty.com/home/showpublisheddocument/21382/637298822947870000>

<sup>3</sup> Gov. Code 65300: Each planning agency shall prepare and the legislative body of each county and city shall adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries which in the planning agency’s judgment bears relation to its planning.

<sup>4</sup> Vision Madera 2025 <https://www.madera.gov/wp-content/uploads/2016/04/madera2025vision.pdf>

## **FINDINGS**

**F1.** The current Strategic Plan - Mission 2023 has expired.

**F2.** The Madera County BOS did not have a plan for moving forward once the Strategic Plan expired.

**F3.** Individual Focus Areas identified on BOS Agenda Packet Agenda Item Submittal forms are often grouped together or completely omitted with no explanation or rationale Provided.

**F4.** In reviewing Agenda Packets, no agenda item was found that made reference to an annual Report Card, which would provide an update on the status of the Plan and, provide the public with information, and increase transparency.

**F5.** Madera County and the City of Madera officials are in conflict regarding Government relations.

**F6.** The current Strategic Plan - Mission 2023 did not take into consideration goals for the future.

## **RECOMMENDATIONS**

**R1.** In order to permit time until a new Strategic Plan is developed and published, at the next regularly scheduled BOS meeting after receipt of this Report the Madera County BOS document and publish a statement indicating that the Strategic Plan - Mission 2023 stands as its statement of Creating a countywide Culture of Excellence until that time when a new Plan is in place.

**R2.** Prior to and included in the process of developing a new Strategic Plan, the BOS will determine policies and procedure for having a new Plan in place prior to the previous Plan's expiration date.

**R3.** After receipt of this Report and at the next regularly scheduled BOS meeting all Departments take into consideration how and why Focus Areas are grouped and/or omitted from Agenda Items Submittal forms and provide explanation in the space provided.

**R4.** Prior to the publishing of the version of the Strategic Plan, the Madera County BOS work with the City of Madera City Council to develop a plan for improved working relations so that process can be identified and published in the new Plan.

**R5.** To improve public information and transparency, the Madera County BOS develop a specific plan for the presentation of an annual update at BOS meetings of current status of the Plan.

**R6.** For the next version of the Strategic Plan, the Madera County BOS identify specific goals for a growing, aging, and technologically advanced population.



**MEMBERS OF THE BOARD**

JORDAN WAMHOFF, District No. 1  
DAVID ROGERS, District No. 2  
ROBERT L. POYTHRESS, District No. 3  
LETICIA GONZALEZ, District No. 4  
BOBBY MACAULAY, District No. 5

KAREN SCRIVNER, Chief Clerk of the Board

September 17, 2024

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

**Subject: Response to the 2023-24 Grand Jury Report entitled "Madera County Strategic Plan – Mission 2023"**

Honorable Judge Jurkovich:

Pursuant to the California Penal Code 933.05, the Madera County Board of Supervisors submits this response to the findings and recommendations in the 2023-24 Madera County Grand Jury report entitled "**Madera County Strategic Plan – Mission 2023.**"

**Finding 1:**

The current Strategic Plan – Mission 2023 has expired.

**Response**

Respondent disagrees with the finding per California Penal Code 933.05 (a) (2). Although the current version of the Madera County Strategic Plan, Strategic Plan-Mission 2023 (Plan) has extended past the five-year scope contemplated in the Plan, it is not subject to an expiration date. As described by the Grand Jury, the Plan "remains an ongoing, living document under consideration by the 24 Departments identified by the County."

**Finding 2:**

The Madera County BOS did not have a plan for moving forward once the Strategic Plan expired.

**Response**

Respondent disagrees with the finding per California Penal Code 933.05 (a) (2). The Strategic Plan did not expire in 2023. The plan is not subject to expiration, rather it is a living document. The Board of Supervisors, even prior to 2023, has planned for and anticipated updates and revisions to the plan. As noted by the Grand Jury, The Strategic Plan and updates to the plan, have been the subject of discussions not only at County Management Workshops, but at dedicated Board workshops. On May 24, 2021, the Board of Supervisors, at its Strategic Workshop, worked with staff to review the current plan and provide direction for the continued evolution of the plan.

**Finding 3:**

Individual Focus Areas identified on BOS Agenda Packet Agenda Item Submittal forms are often grouped together or completely omitted with no explanation or rationale provided.



**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 4:**

In reviewing Agenda Packets, no agenda item was found that made reference to an annual Report Card, which would provide an update on the status of the Plan and provide the public with information and increase transparency.

**Response**

Respondent agrees with the finding per California Penal Code 933.05 (a) (1).

**Finding 5:**

Madera County and the City of Madera officials are in conflict regarding Government relations.

**Response**

Respondent disagrees with the finding per California Penal Code 933.05 (a) (2). Although the Grand Jury solicited varied responses regarding the current state of government relations from County and City representatives, review of both the Madera County Strategic Plan and Vision Madera 2025 find consistency in terms of emphasizing the importance of collaboration between the two entities. As noted in the Grand Jury's report, the County Strategic Plan emphasizes continued collaboration with the cities within Madera County in order to provide seamless services throughout the County and includes a stated objective of strengthening intergovernmental relationships. Vision 2025, the City of Madera's Vision and Action Plan, includes strategies centered around, promoting greater collaboration with the County, strengthening alliances between City and County and developing collaborative incentive programs.

**Finding 6:**

The current Strategic Plan – Mission 2023 did not take into consideration goals for the future.

**Response**

Respondent disagrees with the finding per California Penal Code 933.05 (a) (2). The Strategic Plan is not an assessment of the state of the County at a certain point in time. As with all strategic plans, it is aspirational with established objectives and goals meant to be accomplished over a period of time. In the case of Mission 2023 the goals contemplated an initial 5-year period of time into the future. As aptly described by the Grand Jury, the plan is an "ongoing living document." Some of the goals outlined in the plan have been accomplished, others remain. As the plan evolves and the Board of Supervisors works with County departments to update and revise the plan, the plan will continue to consider the future of the County.

**Recommendation 1:**

In order to permit time until a new Strategic Plan is developed and published, at the next regularly scheduled BOS meeting after receipt of this Report the Madera County BOS document and publish a statement indicating that the Strategic Plan – mission 2023 stands as its statement of Creating a countywide Culture of Excellence until that time when a new Plan is in place.

**Response**

The recommendation requires further analysis. Following the September 2023 Madera County Management Workshop, the County Administrative Office convened a Strategic Planning Committee comprised of a representative from each county department. The purpose of the committee is to develop and implement revisions to the county strategic plan. As work progresses on this project, periodic updates will be provided to the Board of Supervisors. At what point, and in what form, updates will occur will be determined during the course of committee work and plan development.

**Recommendation 2:**

Prior to and included in the process of developing a new Strategic Plan, the BOS will determine policies and procedures for having a new plan in place prior to the previous Plan's expiration date.

**Response**

The recommendation requires further analysis. As the Strategic Planning Committee works its way through the development of an updated strategic plan, consideration will be given to the need for continued revisions. Related policies and procedures will be included and presented to the Board of Supervisors for approval.

**Recommendation 3:**

After receipt of this Report and at the next regularly scheduled BOS meeting all Departments take into consideration how and why Focus areas are grouped and/or omitted from Agenda items Submittal forms and provide explanation in the space provided.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. County Administration will work with County departments to ensure renewed emphasis on inclusion of relevant strategic plan focus areas on County Agenda Item Submittal forms.

**Recommendation 4:**

Prior to the publishing of the version of the Strategic Plan, the Madera County BOS work with the City of Madera Council to develop a plan for improved working relations so that the process can be identified and published in the new Plan.

**Response**

The recommendation requires further analysis. Undoubtedly, government relations will continue to be an important component of a revised strategic plan. It is clear that both the County of Madera and the City of Madera recognize the importance of continued collaboration between the two entities. Regardless of the status of either entities' strategic plan, collaboration between the two is ongoing and is certain to continue. To the extent a plan is necessary to foster improved working relations between the County and the City, such a need will be identified and developed during the course of deliberations by the Strategic planning Committee.

**Recommendation 5:**

To improve public information and transparency, the Madera County BOS develop a specific plan for the presentation of an annual update at BOS meetings of current status of the Plan.

**Response**

The recommendation has not yet been implemented but will be implemented in the future. As work of the Strategic Planning Committee progresses, status updates will be provided to the Board of Supervisors. In terms of Board of Supervisors updates, annual or otherwise, to be delivered once revisions to the Plan are completed, such updates will be contemplated and included in the revised Strategic Plan.

**Recommendation 6:**

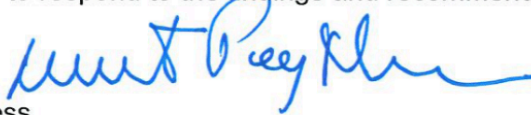
For the next version of the Strategic Plan, the Madera County BOS identify specific goals for a growing, aging, and technologically advanced population.

**Response**

The recommendation requires further analysis. The Strategic Planning Committee will carefully consider all aspects of serving the public in the development of an updated strategic plan with an aim toward enriching the lives of all that live, work and play in Madera County.

The Board acknowledges the Grand Jury's review and time involved in this matter and appreciates the opportunity to respond to the findings and recommendations.

Sincerely,



Robert Poythress  
Chairman of the Board of Supervisors

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**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  
June 19, 2024**

**SUMMARY**

After receiving responses from the City of Madera (City) to the 2022-2023 Madera County Grand Jury Report, City of Madera Fails to Enforce Golf Course Contract Requirements, 2223-02, the Madera County Grand Jury (MCGJ) revisited the City's multi-million-dollar asset, the Madera Municipal Golf Course (MMGC). The City has taken few positive actions since the previous report, and there is an ongoing lack of oversight, enforcement, and no action on deferred maintenance, failure to investigate and identify the subtenant bar operator, and failure to verify that the bar operator has ABC and City licenses.

**BACKGROUND**

In 1991, the City of Madera (City), on behalf of its residents, established the open space recreational facilities, known as Madera Municipal Golf Course (MMGC), which is located on the southeast corner of Road 23 at 23200 Avenue 17, Madera, CA. The 18-hole Golf Course property is about 200 acres. It includes a large building that houses a pro shop for attire and accessories, a banquet room, a dining room with a bar, a kitchen, offices, and a patio area. The Madera County Tax Assessor has placed a value of \$2.8 million dollars for this public asset. Since the City opened this business in 1991, the City has never operated the business. The City has had at least nine different business operators for the golf course facilities from the private sector. These nine businesses held a Type 47 liquor license, and they are named on the Alcoholic Beverage Control (ABC) website. In 2009, the City signed a management and lease agreement (Lease) with the current operator, SGM Inc., dba Sierra Golf Management Inc., (SGM), and dba Madera Municipal Golf Course (MMGC). There have been nine amendments to this agreement with the last amendment signed in June 2023 and ending after five years in 2028.

The Lease allows SGM to sublet parts of the premises. SGM took over the kitchen and bar operations from a suspended corporation and former SGM subtenant.

The MCGJ searched the ABC website for the MMGC bar history. The MCGJ discovered the identity of the business entity operating the city bar. The MCGJ read the ABC Notice posted at the MMGC, that SPS Madera Group LLC dba SPS at the Muni (GROUP), is operating the bar. (Please see the picture on the cover of this report which is the ABC Notice of liquor license transfer from SGM to GROUP.) The City confirmed that GROUP has never applied for a city business license. If the information the City provided to the MCGJ is accurate the GROUP's failure to obtain a City business license is a violation of City Ordinances.

As of March 2023, SGM sublet the MMGC kitchen and bar facilities and businesses to SPS Madera Group, LLC dba SPS at the Muni (GROUP).

However, for some unknown reason both SGM and the City claim that Sugar Pine Smokehouse, LLC (Smokehouse) is SGM's subtenant that has been operating the food and bar businesses since March 2023. As of May 1, 2024, Smokehouse is not on the ABC list of operators at the MMGC. The ABC website shows no record of Smokehouse having ever held a liquor license.

After receiving the 2022-2023 MCGJ report, for the first time since 2009, the City followed the 2009 Lease by establishing a Golf Course Advisory Committee (GCAC), and it also received the first contract-mandated United States Golf Association (USGA) annual report in 13 years.

Since 2009, SGM has been required by the Lease to produce a USGA report on how to maintain and improve the MMGC every year. SGM's failure to follow this Lease requirement saved SGM about \$30,000 over a 13-year period. The City informed the MCGJ that it will overlook SGM's violation and not request any compensation for this Lease violation. This is evidence that the City is not enforcing the Lease and has no intention of holding SGM accountable for the Lease violation which saved SGM around \$30,000. SGM's failure to provide the annual USGA inspection reports for 13 years has contributed to the deferred maintenance now under discussion by the GCAC, SGM, and the City Council.

Questions linger about why the City takes such a lax position in enforcing the Lease by merely accepting, overlooking, and ignoring SGM's violations. The bar operator's identity and if the operator does not have a city business license may result in the City asserting its Chapter 6 Business License Ordinances to levy fines and/or criminal penalties. The 2023-2024 MCGJ has revisited the MMGC to delve into these and other matters.

## **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.

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

**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.

**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.

**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.

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

**F7.** The MCGJ finds that the logos and name Madera Municipal Golf Course are often omitted from signage, scorecards, announcements, menus, events, websites, etc.

**F8.** The MCGJ finds that the golf course kitchen and bar have not been operated by Sugar Pine Smokehouse.

**F9.** The MCGJ finds that the City made the written statement that no applications or City business licenses exist for GROUP.

**F10.** The MCGJ finds that the use of CI money has been discussed by the City and SGM as being used for deferred maintenance at the MMGC.

**F11.** 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.

**F12.** The MCGJ finds that the City of Madera has had discussions about writing one coherent consolidated MMGC Lease with SGM.

**F13.** 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.

**F14.** The MCGJ finds that SGM appears to have two subtenants: Smokehouse for the food service, and the undisclosed bar operator GROUP.

**F15.** 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.

**F16.** 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

## **RECOMMENDATIONS**

**R1.** The MCGJ recommends that this GCAC continue its monthly oversight of MMGC.

**R2.** 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.

**R3.** The MCGJ recommends that SGM continue to provide the mandatory annual USGA advisory reports.

**R4.** 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.

**R5.** 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.

**R6.** The MCGJ recommends that the City enact written procedures for reviewing and processing Business license applications within 30 days of this report.

**R7.** 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.

**R8.** 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.

**R9.** The MCGJ recommends that the City seek the maximum fines and penalties against GROUP within seven days of publication of this report.

**R10.** The MCGJ recommends that the City enforce the maintenance provisions in Lease Section 16 to require SGM to pay for all deferred maintenance.

**R11.** 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.

**R12.** 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.

**R13.** 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.

**R14.** The MCGJ recommends that the City investigate this subtenant discrepancy and take appropriate action within 7 days of the publication of this report.

**R15.** 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.

**R16.** The MCGJ recommends that the City enforce timely maintenance at the MMGC immediately.

## **REPORT RESPONDENTS**

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury requests that the statutory required responses be delivered within the deadlines in both written form and PDF to the following:

Superior Court of Madera County  
200 South G Street  
Madera, CA 93637

Madera County Grand Jury  
Po Box 534  
Madera, CA 93639

## **REQUIRED RESPONSES:**

Pursuant to Penal Code sections 933 and 933.05, the MCGJ requests responses as follows;

From the following elected county officials within 90 days:

Madera City Council  
Madera City Hall  
205 West 4th Street  
Madera, CA 93637

Mayor of the City of Madera  
Madera City Hall  
205 West 4th Street  
Madera, CA 93637

Madera County District Attorney  
300 South G Street  
Madera, CA 93637

**INVITED RESPONDENTS:**

Pursuant to Penal Code sections 933 and 933.05, the Madera County Grand Jury invites responses from the following within 60 days:

California Attorney General  
1300 I Street Ste 1142  
Sacramento, CA 95814

Alcoholic Beverage Control  
1330 E. Shaw Avenue Ste or Building B  
Fresno. CA 93710

City of Madera City Manager  
Madera City Hall  
205 West 4th Street  
Madera, CA 93637

City of Madera Director of Parks  
and Community Services  
John W. Wells Youth Center  
701 East 5th Street  
Madera, CA 93638

City of Madera Finance Department  
Madera City Hall  
205 West 4th Street  
Madera, CA 93637

City of Madera Police Chief  
330 C Street  
Madera, CA 93637

City of Madera Planning Department  
Madera City Hall  
205 West 4th Street  
Madera, Ca 93637

City of Madera Code Enforcement  
330 C Street  
Madera, CA 93637

City of Madera ADA Advisory Council  
Madera City Hall  
205 West 4th Street  
Madera, CA 93637

City of Madera Golf Course Advisory Committee  
Madera City Hall  
205 West 4th Street  
Madera, CA 93637

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".

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 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:

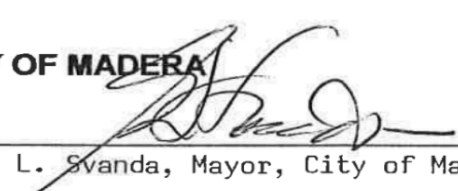
- Unusable in present condition, no longer useful
- Having value but requiring repairs to make useable and repair cost is 50% of replacement value or more
- Having no future value as a useable commodity in its present condition
- Broken or worn-out to the point of having no saleable scrap value

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

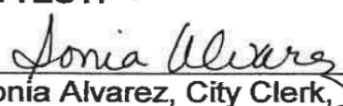
**CITY OF MADERA**

  
\_\_\_\_\_  
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

12/31/09



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

Glove r 3	2.00	\$6.2000	\$10.4000
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

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

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**\$31,215.08**

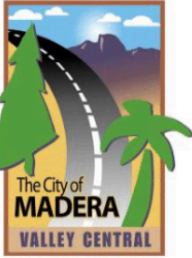
## EXHIBIT 'B'

### 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 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.

<b>Table 1: Overview of the Existing Agreement</b>		
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.

<b>Table 2: Projected Revenue to the City from SGM per Amendment 9 (1)</b>					
Year of contract per the 9 <sup>th</sup> 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
<b>Payment to the City</b>	<b>\$147,500</b>	<b>\$147,500</b>	<b>\$147,500</b>	<b>\$147,500</b>	<b>\$150,000</b>
(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).

<b>Table 3: Repair Estimates</b>	
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.

<b>Table 4: Madera Golf Course Fund – Revenue (1)</b>					
	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
<b>Total Revenues</b>	<b>\$376,857</b>	<b>\$298,151</b>	<b>\$298,804</b>	<b>\$76,336</b>	<b>\$155,000</b>
(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.

<b>Table 5: City Expenses for the Golf Course (1)</b>					
	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
<b>Total Expenses</b>	<b>\$392,811</b>	<b>\$392,873</b>	<b>\$392,927</b>	<b>\$230,106</b>	<b>\$78,541</b>
(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 6<sup>th</sup> 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.

<b>Table 6: Capital Improvement Contributions per Amendment 9</b>					
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
<b>Total Capital</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>

**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
- Sunrise Rotary Sports Complex
- McNally Park
- Frank Bergon
- Pan-American Center
- 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.

<b>Table 7: Financial Outlook (Revenues minus Expenses) for 5 fiscal years based on assumptions</b>					
Year	1	2	3	4	5
Fiscal Year	2023/2024	2024/2025	2025/2026	2027/2028	2028/2029
<b>Revenue</b>					
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
<b>Ongoing Expenses</b>					
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)
<b>Total</b>	<b>\$43,958</b>	<b>\$43,959</b>	<b>\$43,417</b>	<b>\$56,234</b>	<b>\$50,917</b>

**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**

**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.

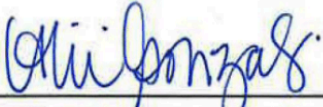
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AYES: Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia and Villegas.  
NOES: None.  
ABSTENTIONS: None.  
ABSENT: None.

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 4<sup>th</sup> 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.

  
Santos Garcia, Mayor

07/12/23  
Date

  
Jeff Christenson, President/CEO

6-23-2023  
Date

APPROVED AS TO FORM:

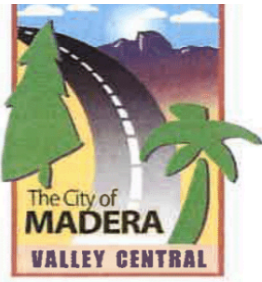
  
Hilda Cantu Montoy,

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. 4<sup>th</sup> 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 9<sup>th</sup> 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:

<b>Assembly Building:</b> Modify the women's restroom to meet ADA compliance. Remodel to the extent of painting and repairing /replacing broken toilets-fixtures.
<b>Pro Shop:</b> Modify the women's restroom to meet ADA compliance.
<b>Assembly Building:</b> Repair-replace egress doors to meet ADA compliance.
<b>Assembly Building:</b> Removal tree and replace concrete.

<b>Future Items of Note</b>
Deferred Maintenance of Irrigation System
Control of invasive Grasses and Weeds
Enhanced Practice Facilities
Additional Turf on Driving Range

**Madera County Civil Grand Jury  
Continuity Report 2023-2024  
Madera County Final Report  
2324-07  
June 19, 2024**

**SUMMARY**

The Madera County Grand Jury (MCGJ) acts as a civil grand jury, examining county government departments, agencies, joint power authorities, special districts, and city governments. Throughout its one-year term, the MCGJ conducts numerous investigations across Madera County and the cities of Madera and Chowchilla. Reports are prepared and published with findings and recommendations, including deadlines for responses from the investigated agencies. California Penal Code sections 933 and 933.05 precisely define the duties, method, and timeframe for these responses. Because each civil grand jury serves for a limited term, tracking the consistency of these responses falls to subsequent juries. The purpose of a continuity report is to ensure follow-up and execution of recommendations from previous civil grand juries and to hold the government accountable.

The 2023-2024 MCGJ observed that while most responses to findings and recommendations adhere to the required format and timeliness, a notable number are submitted late, use an incorrect format, fail to address the Findings and Recommendations, or are occasionally not submitted at all.

Ensuring the continuity of responses from elected officials, agency heads, and governing bodies is inherently challenging due to the nature of the Civil Grand Jury system. The establishment of a process to improve oversight for future Madera civil grand juries is long overdue.

**BACKGROUND**

Each California Civil Grand Jury is impaneled for a one-year term, commencing on July 1 and concluding on June 30 of the following year. Each California Civil Grand Jury is an independent group of citizens who volunteer their time and expertise, tasked with investigating government agencies to enhance governmental effectiveness and efficiency.

Grand Jury investigations offer minimal value unless recommendations are seriously considered by responding agencies and addressed in a transparent and appropriate manner to the public. Previous reports have emphasized the importance of tracking report responses, yet late, incomplete, and absent responses continue to escape public scrutiny. Due to this oversight, the 2023-2024 MCGJ is implementing an ongoing oversight tracking mechanism to categorize and publicly report on all outstanding commitments. The MCGJ is establishing an accountability

## **FINDINGS**

**F1.** The elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla are inconsistent with compliance with the statutory requirements for responses to the MCGJ Findings and Recommendations within 60/90 days.

**F2.** The elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla frequently fail to comply with the statutory requirements for designating timeframes for intended implementation and providing details for further analysis.

**F3.** The lack of compliance by elected officials, department heads, and governing bodies of the County of Madera, Cities of Madera, and Chowchilla and the lack of follow-up by previous grand juries have caused many unresolved issues.

**F4.** The failure of previous Madera County Grand Juries to follow up on Open responses to report recommendations has allowed the government agencies to ignore the Grand Jury.

## **RECOMMENDATIONS**

**R1.** Elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla reexamine their policy and procedures for responding to MCGJ Reports and comply with Penal Code requirements of responding to Findings and Recommendations within 60/90 days.

**R2.** Elected officials, department heads, and governing bodies in Madera County and the Cities of Madera and Chowchilla adhere to the statutory requirements for designating timeframes for intended implementation, providing details for further analysis of Recommendations within six months of the date of issuance of MCGJ Final Reports.

**R3.** Elected officials, department heads, and governing bodies of the County of Madera and Cities of Madera and Chowchilla meet with each sitting MCGJ by December 1st of each year to provide a status report of Open responses to previous grand jury reports. The status report should include a brief summary covering financial challenges and opportunities facing the City or County that could impact the timing of response implementation.

**R4.** The Madera County Grand Jury will continue to analyze using the RRTS matrix, categorize and determine received responses, and investigate all Open responses within 30 days of the response due date.

## **REQUIRED RESPONSES**

Pursuant to Penal Code Sections 933 and 933.5, the Madera County Grand Jury requests responses as follows from the elected County elected officials within 90 days.

Madera County Board of Supervisors  
200 W. 4th Street, 4th Floor  
Madera, CA 93637

Madera City Council  
205 W. 4th Street  
Madera CA 93673

Chowchilla City Council  
130 S. Second Street  
Chowchilla CA 93610

## **INVITED RESPONSES**

Pursuant to Penal Code sections 993 and 933.05, the Madera County Grand Jury requests responses as follows from the county officials within 60 days:

Madera County Grand Jury  
2026 N. Granada Dr.  
Madera CA 93637

Madera County CAO  
200 W. 4th Street #2  
Madera CA 93637



**MEMBERS OF THE BOARD**

JORDAN WAMHOFF, District No. 1  
DAVID ROGERS, District No. 2  
ROBERT L. POYTHRESS, District No. 3  
LETICIA GONZALEZ, District No. 4  
BOBBY MACAULAY, District No. 5

KAREN SCRIVNER, Chief Clerk of the Board

September 17, 2024

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

**Subject: Response to the 2023-24 Grand Jury Report entitled "Madera County Civil Grand Jury Continuity Report 2023 - 2024"**

Honorable Judge Jurkovich:

Pursuant to the California Penal Code 933.05, the Madera County Board of Supervisors submits this response to the findings and recommendations in the 2023-24 Madera County Grand Jury report entitled "Madera County Civil Grand Jury Continuity Report 2023 – 2024."

**Finding 1:**

The elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla are inconsistent with compliance with the statutory requirements to the MCGJ Findings and Recommendations within 60/90 days.

**Response**

Respondent disagrees with the finding per California Penal Code 933.05 (a) (2). The Madera County Board of Supervisors, as well as its elected and appointed County Department Heads, consistently respond to reports of the Grand Jury within the statutorily required time frames.

**Finding 2:**

The elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla frequently fail to comply with the statutory requirements for designating timeframes for intended implementation and providing details for further analysis.

**Response**

Respondent partially disagrees with the finding per California Penal Code 933.05 (a) (2). The Madera County Board of Supervisors as well as its elected and appointed County Department Heads, endeavor to provide as much detail as possible in response to recommendations of the Grand Jury that may require further analysis or may be subject to implementation at a later date.

**Finding 3:**

The lack of compliance by elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla and the lack of follow-up by previous grand juries have caused many unresolved issues.



**BOARD OF SUPERVISORS**

200 West 4th Street • Madera, CA 93637 • 559.675.7700 • madco311.com • maderacounty.com

**Response**

Respondent disagrees with the finding per California Penal Code 933.05 (a) (2). The lack of specificity regarding “compliance” and the failure to identify specific “unresolved issues” prevents an adequate response to the Finding.

**Finding 4:**

The failure of previous Madera County Grand Juries to follow up on Open responses to report recommendations has allowed the government agencies to ignore the Grand Jury.

**Response**

Respondent neither agrees nor disagrees with the finding.

**Recommendation 1:**

Elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla reexamine their policy and procedures for responding to MCGJ Reports and comply with Penal Code requirements of responding to Findings and Recommendations within 60/90 days.

**Response**

The recommendation has been implemented. County Administration has communicated with County Respondents to ensure continued compliance with statutory time frames.

**Recommendation 2:**

Elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla adhere to the statutory requirements for designating time frames for intended implementation, providing details for further analysis of Recommendations within six months of the date of issuance of MCGJ Final Reports.

**Response**

The recommendation has been implemented. County Administration will work with County Respondents to provide detailed responses to recommendations of the Grand Jury.

**Recommendation 3:**

Elected officials, department heads, and governing bodies of the Madera County BOS and the Cities of Madera and Chowchilla meet with each sitting MCGJ by December 1<sup>st</sup> of each year to provide a status report of Open responses to the previous grand jury reports. The status report should include a brief summary covering financial challenges and opportunities facing the City or County that could impact the timing of response and implementation.

**Response**

The recommendation requires further analysis. The County Board of Supervisors is committed to transparency and values the findings and recommendations of the Grand Jury. If a current sitting Grand Jury wishes to review the implementation status of recommendations made by a previous Grand Jury, the County will provide updates as requested; however, committing to a standing meeting annually may not be feasible given the logistics of both the County and the Grand Jury.

**Recommendation 4:**

The Madera County Grand Jury will continue to analyze using RRTS matrix, categorize and determine received responses, and investigate all Open responses within 30 days of the response due date.

**Response**

Respondent chooses not to respond to the recommendation because it does not pertain to a matter under the control of the Madera County Board of Supervisors.

The Board acknowledges the Grand Jury's review and time involved in this matter and appreciates the opportunity to respond to the findings and recommendations.

Sincerely,



Robert Poythress  
Chairman of the Board of Supervisors