



April 19, 2022

Via Email

Mayor Marilyn Ashcraft
Vice Mayor Malia Vella
Councilmember Tony Daysog
Councilmember Trish Herrera Spencer
Councilmember John Knox White
CITY OF ALAMEDA
City Hall
2263 Santa Clara Avenue
Alameda, CA 94501

Re: Corica Park – Greenway Golf Associates, Inc.

Dear Mayor Ashcraft, Councilmembers Vella, Daysog, Spencer and White:

I am writing to each of you to correct the record, clear the air, and above all, attempt to reset, reaffirm, and strengthen the collaborative working partnership between Greenway and the City that has governed their relationship for years, until only recently. The goal of that partnership has always been the same: to transform Corica Park into a premier municipal golf facility for Alameda and Bay Area residents. Over the past six months, it has become increasingly apparent to me that Greenway's relationship with City staff has become strained, for reasons I have difficulty understanding. Though I have said this many times since coming to Greenway in 2019, it bears repeating: Greenway strongly desires to work *with* the City, not at odds with it, in achieving the long-term goals I have already mentioned, objectives that will directly benefit both Greenway *and the City*, as well as the residents of the City of Alameda.

As always, I remain ready to meet with you at any time, individually or as a group, to answer any concerns or questions you may have regarding Greenway, its management of Corica Park, and its plans for completing golf course improvements, including the remaining nine holes of the North Course. I am also available at your convenience to discuss any issues concerning Greenway's compliance with its Lease Agreement with the City. Greenway has tried its best to promptly and fully address each and every concern raised by City staff over Greenway's performance of its contractual obligations, several of which have never before been raised by the City in the ten-year history of the Corica Park Lease.

Despite its best efforts to maintain and improve communications with the City in recent months, Greenway's efforts have been frustrated by what it perceives is a lack of reciprocal



interest from the Golf Commission and City staff. We have had no zoom or in-person meetings in the past year with City Staff, merely a handful of phone calls and all other contact has been via email. This is not the way to create our best partnership, to find the best collaboration or to work together on our best ideas. Communications of any substance from the City Manager and from the Director of Parks & Recreation have almost exclusively consisted of formal notices of claimed Lease violations, issued with no warning or prior efforts at informal resolution. On the other hand, Greenway's repeated attempts to maintain an open dialogue with the City have consistently been met with only a token email reply or no response at all. We have tried to meet City staff several times in the preceding months and scheduled multiple meetings including a presentation to City Council that were all cancelled without explanation. To illustrate, I have prepared a recap of Greenway's attempted communications with City staff over the past six months, and the City's response to those attempts. The timeline of communication (provided as Appendix A to this Letter below) illustrates the pattern described above.

I repeat that I will make myself available at whatever time is convenient to meet with you, as a group or individually, to discuss any of the issues referenced above, including Greenway's compliance with its Lease with the City in every respect. If Council prefers to delegate to City staff tasks needed to reset the relationship, then I would encourage you and the City Manager to designate a City team that includes one or more department heads or senior level managers in addition to Ms. Wooldridge, the Parks and Recreation Director.

I am aware that City staff has raised concerns during the past six months over Greenway's performance of its contractual obligations. Greenway has consistently and in good faith tried its best to respond to the City's concerns, promptly and fully, in accordance with the terms of the Lease Agreement. Indeed, in some cases, Greenway has gone beyond what the Lease expressly requires. While there may remain a few areas of disagreement, Greenway has by and large corrected each of the City's claimed violations. Following is a brief review of the violations the City staff has claimed, with Greenway's response:

Violation	Greenway Response
Lack of general manager.	CORRECTED. December 2021. Brett Morrison hired as general manager, five years prior GM experience.
Eucalyptus trees need trimming.	CORRECTED. February 2022. Eucalyptus tree trimming completed.
\$45,000 owed to AMP for one day's work in 2020.	CORRECTED, March 2022. AMP finally provides required documentation that Greenway requested in 2020 and Greenway agrees to plan for payment in full with first payment sent 4/6.



Financial statements now required.	CORRECTED. February 2022. Greenway provides monthly, annual financial reports, 2019-2021, relating to Gross Revenues, in accordance with Lease secs. 5.6, 5.7.
Fire Tower design.	CORRECTED. March 2022. Submitted as per deadline.
Discounted advanced booking rates to residents.	CORRECTED. February 2022. Agreed to City staff's lease interpretation and policy adjusted accordingly. Greenway fully explains additional charge for reserved bookings.
Unapproved rate increase for junior golfers.	CORRECTED. Incorrect citation from City staff in February 2022. Rate increase already approved by City staff, October 2021.
Debris and vegetation overgrowth in sloughs.	CORRECTED. February 2022. All sloughs cleared, inspected, and approved by Public Works. This work was already scheduled for mid-2022 and was bought forward.
Update on North Course construction.	IN-PROCESS. Greenway sends emails and letters from February to April 2022 detailing to City staff our progress on construction. Specifically, Greenway has proposed to submit a completion timeline by June 30 th .
Consent to 2020 Greenway change in ownership.	CORRECTED. March 2022. Greenway provides 2020 emails showing City Attorney approval. On April 29 th , 2020, Greenway asked City Attorney Mark Roush for consent on the majority ownership by Umesh Patel. On April 30, 2020, Mr. Roush responded that the City's consent was not required under the Lease in this instance. Please see this email exchange below as Appendix B to this Letter.
Demand for audit.	CORRECTED. April 2022. Greenway agrees to audit of records supporting Gross Revenues, as required by Lease sec. 5.7.

The principal remaining area of dispute appears to rest on the City's unsupported concerns over Greenway's "solvency" and its resulting and equally unsupported assumption that Greenway may not be capable of finishing construction of the North Course's back nine holes. I am not sure how to respond to a general complaint that is untethered to specific facts, except as follows: In the two years since I arrived at Greenway, its financial position has never been



stronger. Greenway is financially fully capable of completing the remaining nine holes of the North Course, in addition to other Corica Park improvements now in the planning stage.

While I can understand the City's questions resulting from the recent placement on administrative leave of its North Course construction manager, Marc Logan, rest assured that Greenway is taking every action within its power to resume construction as quickly as reasonably possible.

Alameda Junior Golf

Greenway is also aware that there is community concern about the Junior and Women's Golf Clubs' access to Corica Park. It has been suggested that Greenway does not support Junior Golf. In the past two years of 2020 and 2021, Greenway has supported the Alameda Junior Golf Club with free tee times totaling over \$12,000. Furthermore, even with the 2022 rate increase, Greenway will be supporting the Club with discounted tee times totaling over \$4,000 this summer. Greenway also offered the Club a 30 percent discounted rate on their tournament in 2022, with that discount amounting to \$3,000. Greenway is and has been one of the largest, if not the largest, supporter of Alameda Junior Golf.

As you may know, Greenway has dedicated significant resources to a summer camp program for youth from underserved communities who cannot afford to participate in the Alameda Junior Golf Club program. We believe our program is complementary to the Junior Golf Club in broadening that reach. We would like to work with Alameda Junior Golf in advance of the summer camps to develop a synergy between the groups so participants from both programs can play golf together. Our requests, thus far, have been turned down for what we consider to be very troubling reasons. Our hope is that we can bridge this gap and work together in the future.

Our Junior Golf policy has expanded free access to all juniors every day of the week on all our courses. We also provide full complimentary access to all high school and collegiate golf teams in the Bay Area. Our free summer camps for underserved youth, which include meals and transport, will provide much-needed recreation and enrichment for 200 youth this year. City Staff visited the camps last summer and everyone at Greenway is very proud of this work in our Alameda community that has benefitted children from APC, AHA and All Good Living Foundation. Additionally, our Saturday program in partnership with Alameda High School Golf Coach Nick Wolf and Chris Tam from All Good Living Foundation is introducing golf and creating mentorship opportunities for youth who would otherwise not have access to the course or the game.



Alameda Women's Golf Club

I understand that there is also concern that tee times for the Women's' Clubs were cut back. It was stated at a recent Golf Commission meeting that this action is having a negative impact on women's participation in golf. Greenway strongly disagrees. We honor the history of the Golf Club and welcome their members. We need to balance the women's and other Corica Park golf clubs' needs with the needs of all our patrons. One of the biggest complaints we received from the general public these past two years was that it is almost impossible to get a tee time, due to preference for advanced reservations given to the Service Clubs. It is important to note the majority of tee times that have been freed up from the Clubs are taken by Alameda residents.

We strongly support women who golf, and, to us, that means ALL women who golf. We are dedicating one full week of our free summer camp to girls this year. These are girls who otherwise would have no access to golf. We have also worked very closely with the Alameda Commuters Committee, another organization that has been at Corica Park since 1928, to help introduce a Women's Division to their tournament in 2022. We welcome their friendship and their openness to change, and to evolve, in growing access to the sport.

We recognize that there is no perfect solution to getting everyone on the Golf Course at their preferred times, but we are committed to providing access in the most equitable way possible and it will take a true partnership between all of us to find the best solutions. There is no issue we are not willing to discuss with the City, given the chance.

Greenway takes its role as a steward of Corica Park very seriously and we believe that City Council and staff share this responsibility of stewardship with us. I understand and acknowledge that change is hard, but we at Corica Park are making good changes, changes that matter and make a difference. I and the fifty Greenway team members at Corica Park, almost all who live in the East Bay and fifteen in Alameda itself, would welcome our entire community including City to join us on this journey to make Corica Park the best facility it can be.

Our vision at Greenway is for Corica Park to be a sustainable open space for everyone. That means environmentally sustainable, financially sustainable, and socially sustainable. This vision only becomes possible when all of us come together and work together. To that end I will repeat what I said at a recent golf commission meeting and invite each of you to come to Corica Park, and come often, and meet me so we can show you what we are doing and discuss your interests and concerns. I look forward to improved communications and collaborative dialogue and meaningful action.



There is no benefit to the City of Alameda or to Greenway for the current situation to turn into a legal matter. I remain confident that with active direction from City Council to resolve any differences, we can find a win-win solution to any outstanding issues. I respectfully request that the City Council ask City Staff to alter its recently adopted adversarial approach and, quoting from two of the City's recent notice letters, recommit to the "good working relationship and continuing partnership" with Greenway, so that we can work together to achieve our shared goals I referenced at the outset of this letter.

I look forward to hearing from you at the earliest opportunity.

Very Truly Yours,

umesh patel

Umesh Patel
President, Greenway Golf Associates, Inc.

cc (via email)

Eric J. Levitt
Amy Wooldridge
Yibin Shen
Gerald J. Ramiza
Gregory R. Aker



Appendix A

I provide the below summary in the hope that the City will recognize the shortcomings in its staff's communications with Greenway and will strive to correct them, returning to the collaborative approach that defined the relationship in the past.

October 2021

With no prior warning or discussion of the issues, City sends to Greenway a Notice of Violation, claiming that Greenway has violated three Lease provisions.

November/December 2021

Greenway contacts each Golf Commission member, extending each a personal invitation to meet. *No meetings have occurred.*

Greenway provides written response to City's October Notice of Violation, agreeing to correct each deficiency raised. Greenway agrees to provide monthly, annual financial reports, though City has never before requested or required them.

Greenway contacts Director of Parks and Recreation upon receipt on 11/24 of City's agreement that Fire Tower shall remain standing to notify City staff that it will be unable to meet the year end Design Application deadline within such a short time frame. Greenway is advised by Director of Parks and Recreation to request an extension in writing in early January that will then be granted administratively by City staff.

January 2022

As guided by Director of Parks and Recreation, Greenway requests on 1/3 a three-month extension for submission of Fire Tower design, to March 31. *No response from City staff.*

City staff unilaterally cancels lunch proposed by Greenway, scheduled for January 7, *providing no explanation.*

City staff issues sharply worded email to Greenway for delay in providing Corica Park facilities report at Golf Commission meeting. Greenway apologizes for oversight and provides report the following day. *No further response from City.*

City staff unilaterally cancels Greenway's proposed January 18 presentation to City Council, *no explanation given.*



The City delivers a second Notice of Violation to Greenway, *again without any preceding discussion or warning*, claiming five new Lease violations. Included in this letter were citations for a failure to submit the Fire Tower Design Review application by the December 31st deadline and failure to hire a general manger. Given, our previous, detailed communication with City staff on both of these matters, it is unclear to us why they chose not to have any discussions on these items, leading us to believe those matters were remedied, before surprising us with notices of default for both issues.

Again without explanation, City staff unilaterally cancels January 27 lunch with Greenway, rescheduled from January 7; no new date suggested.

February 2022

Greenway responds in writing to City's second Notice of Violation, agreeing to comply with, or providing explanation for, each issue raised. *No further response from City staff.*

As promised, Greenway provides annual, monthly financial reports, 2019-2021.

City staff demands update on remaining North Course construction; Greenway responds three days later.

March 2022

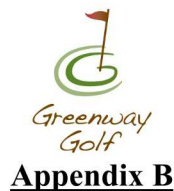
City staff unilaterally cancels lunch with Greenway for *third* time. *No reason was given, no new date proposed.*

Greenway submits Fire Tower design, as per deadline.

City serves Greenway with *third* Notice of Violation, again with *no prior warning or discussion*, demanding North Course completion schedule, unrestricted audit of Greenway's books and records, adding a new alleged Lease violation. Greenway provides written response three days later, addressing each of City's demands.

April 2022

City refuses Greenway's request for 60 days to submit North Course completion schedule, instead demanding schedule in less than three weeks. City repeats demand for unrestricted audit, again citing unsubstantiated concerns regarding Greenway solvency.



Begin forwarded message:

From: Mark Slater <mslater@slaterlawgrp.com>
Date: April 30, 2020 at 7:44:56 AM PDT
To: Michael Roush <mrroush@alamedacityattorney.org>
Subject: Re: Greenway transaction/City of Alameda Consent.

Good morning Michael. Yes, it is correct that Mr. Campbell and Mr. Kelley collectively do not hold a majority interest.

We simply wanted to be transparent about the change.

Regards, Mark.

On Apr 30, 2020, at 7:13 AM, Michael Roush <mrroush@alamedacityattorney.org> wrote:

Mark, Thank you. Just so I am clear, Mr. Campbell and Mr. Kelley, collectively, do not hold a majority interest, correct? If that is so, my reading of the City's lease with Greenway is that the City is not required to consent to a transaction involving the transfer/sale of their interests to Umesh because it would not constitute a "Transfer Arrangement" as defined in the lease. Please advise if you disagree. Thanks Michael

From: Mark Slater <mslater@slaterlawgrp.com>
Sent: Wednesday, April 29, 2020 3:07 PM
To: Michael Roush
Subject: Greenway transaction/City of Alameda Consent.

***** CAUTION:** This email message is coming from a non-City email address. Do not click links or open attachments unless you trust the sender and know the content is safe. Please contact the Help Desk with any questions. ***

Thanks Michael.

Following the conversation we just had, I am confirming that Ken Campbell and George Kelley hold only minority interests in GGA/Greenway that Umesh Patel has agreed to acquire, thus giving him majority share ownership. Can you please confirm the City of Alameda's consent to these transactions?

Regards, Mark.

Mark Slater

Direct 415-294-7704 • Cell 714-422-5507 • Main 415-294-7700

<image001.gif>

33 New Montgomery Street • Suite 1210 • San Francisco, CA 94105

slaterlawgrp.com

From: [Trish Spencer](#)
To: [Lara Weisiger](#)
Subject: Fwd: [EXTERNAL] Corica Park
Date: Wednesday, April 27, 2022 11:12:45 PM

----- Forwarded message -----

From: Ed Downing <ecdowning@comcast.net>
Date: Apr 22, 2022 11:05 PM
Subject: [EXTERNAL] Corica Park
To: CityCouncil-List <CITYCOUNCIL-List@alamedaca.gov>
Cc: Amy Wooldridge <AWooldridge@alamedaca.gov>, Claire Loud
<clairecloud@gmail.com>

Dear Mayor and Council Members, I am writing this e mail to request that you take action to ensure that construction of the remaining 9 holes of the Corica Park North Course be resumed and completed in a timely manner. The dispute between the Greenway partners has brought construction to a stop. The Alameda golfing community is now having serious concerns and reservations as to whether the remaining 9 holes might ever be completed. Continued delays in construction would seem to only add significant costs to the completion of this project. Corica Park has the potential of becoming the premier public municipal golf facility in Northern California. It is not close to realizing that potential. My belief is that nothing will happen to move this project forward and make Corica the invaluable City asset it can be unless you take action to make that happen. Please consider giving this matter your attention and priority. Ed Downing

Sent from my iPhone

From: [Trish Spencer](#)
To: [Lara Weisiger](#)
Subject: Fwd: [EXTERNAL] Corica Park - Greenways failure to comply with lease Agreement
Date: Wednesday, April 27, 2022 10:41:13 PM

----- Forwarded message -----

From: The Cash Register Co Peter <cashreg@sbcglobal.net>
Date: Apr 26, 2022 11:48 AM
Subject: [EXTERNAL] Corica Park - Greenways failure to comply with lease Agreement
To: Marilyn Ezzy Ashcraft <MEzzyAshcraft@alamedaca.gov>, Trish Spencer <tspencer@alamedaca.gov>, Malia Vella <MVella@alamedaca.gov>, Tony Daysog <TDaysog@alamedaca.gov>, John Knox White <JknoxWhite@alamedaca.gov>, Amy Wooldridge <AWooldridge@alamedaca.gov>
Cc:

Corica Park - Greenway's failure to comply with the lease Agreement with the City of Alameda

I recently served two years on the Golf Commission.

Greenway has not worked on the back nine of the North course since the end of December. The work stoppage has been caused by a lawsuit filed by Marc Logan against Greenway Golf Associates for failure to pay Marc Logan the amount owed to him when Mr. Patel became a partner in Greenway.

Marc Logan additionally stated in the lawsuit that the lease agreement requires the city to approve any change in the ownership of Greenway. This was never done when Mr. Patel bought the Stock owned by George Kelly and Ken Campbell.

I would like to see the partners settle the lawsuit and jointly go forward with the completion of the North course. This must be done quickly if the course is to open by the end of 2023.

Marc Logan must be part of Greenway. He is the only one that can complete the construction of the back nine as planned and do it in a timely manner. He has the expertise to not only finish the construction but to also maintain the course for the future.

The projects at the golf course have never had a timeline and when they did were very rarely met.

The City of Alameda needs to have Greenway comply with the lease agreement and resume construction as soon as possible.

Pete Pizzino
51 Steuben Bay
Alameda, CA 94502

Cell Phone: 510 506-6316