

# ATTACHMENT E

Public Comments

## **COMMENTS ON TENTATIVE TRACT MAP 23-002 & USE PERMITS 23-003**

I am a homeowner in Snowcreek Ranch.

I object to the Application Request.

1. The additional 159 condo units being proposed will do nothing to alleviate our long term rental crisis, as these condos are not low-income level and most likely will simply added to the current STR inventory in Mammoth Lakes.

2. The additional 159 condo units being proposed will further burden an alpine meadow already groaning under hundreds of millions of dollars worth of condos that have served primarily to enrich a single family – that of the developer.

3. I note that the Request states that “no additional CEQA review is required”, but that the last EIR was almost 20 years ago, prior to the construction of hundreds of newer condos in the period since. It is plain that additional environmental review is indeed required both to account for the Developer’s activities in the interim and to enable application of advances in EIR science in the past twenty years.

4. Traffic on Old Mammoth Road already is over-burdened. Another 159 families/STR guests streaming onto the road will make Mammoth start to look like L.A. in terms of congestion.

5. Perhaps most troubling, the Developer has repeatedly reneged on its obligations under previous construction permits, and should not be rewarded with more until the past failures are remedied. Indeed, on its face the Notice of Public Hearing admits that the proposed new construction will eliminate future expansion of the golf course, which the Town of Mammoth Lakes negotiated in the Snowcreek Development Agreement (SDA) it entered into in 2010 with Snowcreek Hilltop Development Co. L.P. and Snowcreek Investment Co. L.P.

The purpose of the SDA was to streamline development of Snowcreek VII (which has been built) and Snowcreek VIII. In exchange, among other requirements, the Developer was to build an 18 hole golf course by expanding the current 9 hole golf course. This has not been done. As indicated in a FAQs from the Town last summer, it appears that neither the Developer nor the Town regard the 18 hole course as anything other than merely aspirational, despite the clear language in the SDA discussed below.

Recital G(3) of the Agreement declares, as a benefit of the Agreement to the Town in exchange for the various privileges the Town has conferred the Developer since 2010, the development of “a championship-level 18 hole golf course”. Nothing in this recital indicates an advisory or aspirational intent on behalf of either party.

Indeed, Section 2.2.1 of the Agreement lists a number of milestones that the Developer “shall satisfactorily complete”, including development of the 18 hole golf course (2.2.1(c)(2)) (emphasis mine). “Shall” is compulsory language, not advisory or aspirational, and is subject only

to the unavoidable delay section 11.15. Yet not a single one of the annual reviews available on the SDA web page indicates the presence of any such event under Section 11.15. In fact, each and every annual review from 2011-2022 represents that the “Developer has been in good faith substantial compliance” despite the FAQs (paragraph 10) admitting that the clause discussed below for *lack* of good faith effort triggered, in 2020, a reduction of term for the Agreement.

More specifically, the provision in (c)(2) of section 2.2.1 of the Agreement (relating to diminishing term for *lack* of good faith efforts to build the golf course) explicitly is stated to be a "specific *added* performance measure" to the “shall” mandate preceding it (emphasis mine). It is thus additive to the mandatory language and does not supersede it. This provision clearly is not intended to be a general escape hatch for a dilatory developer to exploit. Nor is any “unavoidable” factor under Section 11.15 identified in any of the annual reports since 2011.

That the parties to the SDA contemplated a mandatory nature of the 18 hole course is reemphasized in Section 6.9 of the SDA (“A nine-hole golf course designed by Ted Robinson exists on the north and west portions of the property. An additional nine holes ***will be constructed*** on the north, eastern, and southern edges of the Snowcreek VIII site, creating a championship 18-hole golf course”) (emphasis mine).

It is noted that the requirements above from the SDA are consistent with earlier relevant documents.

For instance, in a Covenant between the Town and Developer dated February 15, 2005, the Developer unambiguously agreed that as part of its acquisition of the Snowcreek property, it “would be used for golf course purposes” and “would result in an 18 hole golf course” as part of the Snowcreek Master Plan and Snowcreek Development Project (page 1, Recital B). Furthermore, this Covenant (recital D) supports the mandatory language from the SDA by explicitly stating the “intention of the parties to impose upon the Property certain use restrictions to ensure that the Property will be used as a golf course”, and that this imposition will run with the land, which the plat accompanying the Covenant indeed appears to show includes the current 9 hole golf course.

The 18 hole golf course is again referenced in the 2009 EIR (95 pages) available at:  
<https://www.townofmammothlakes.ca.gov/DocumentCenter/View/473/Final-EIR-Addition-May-2009?bidId=>

The EIR states that the “purpose of this Final Environmental Impact Report Addition (Final EIR Addition) is to analyze the potential environmental impacts of proposed changes to the Snowcreek VIII, Snowcreek Master Plan Update – 2007 Project,1 (Revised Project Features or Project) from the Original Project that was analyzed in the August 2007 Draft EIR.” On page I-2 the EIR reveals that “While recreational amenities are incorporated throughout the Project, additional stand-alone recreational components will include a Golf Clubhouse, an expanded golf course and attendant facilities, and the Outfitters’ Cabin. The existing privately owned publicly accessible nine-hole golf course on the north and west portions of the Project site will be expanded to include nine additional holes on the east and south edges of the Project site, thus creating a privately owned publicly accessible 18-hole golf course.”

The Developer to date has received the full benefits it contemplated receiving under the SDA. Snowcreek VII, worth tens of millions of dollars, has been built. In marked contrast, the Town of Mammoth Lakes and by extension its citizens have not received the full benefit of the bargain contemplated by the SDA. Our citizens have witnessed their municipal government disavow the 18-hole course, which figured prominently in the SDA as consideration for a streamlined development path for Snowcreek VII and VIII. The new Request seeks to flagrantly, openly, and permanently terminate the Developer's prior commitments.

John L. Rogitz  
441 Ranch Road  
Mammoth Lakes, CA 93546  
619.338.8075

**From:** [Matt Traino](#)  
**To:** [Nolan Bobroff](#)  
**Cc:** [Tori \(toritraino@gmail.com\)](mailto:toritraino@gmail.com)  
**Subject:** TTM 23-002 & Use Permit 23-003 (Snowcreek VIII - Phase I) - Public Comment  
**Date:** Tuesday, July 16, 2024 10:54:18 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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**[EXTERNAL EMAIL]**

Hello Nolan,

My name is Matt Traino, my wife and I own a home at 1198 Pyramid Peak Drive in the Lodges @ Snowcreek (Snowcreek VI).

I received the Notice of Public Hearing for the above-mentioned project. I have the following questions, concerns, and requests:

1. When available, can you please provide the information to participate in the hearing via teleconference.
2. The Town of Mammoth Lakes published an "FAQ Regarding Snowcreek Golf and Developments" in July 2013. I've included an excerpt from the FAQ below for reference:

**12. Can the Developer use the existing golf course land to build housing or use it for another purpose?**

No, under current entitlements the golf course area cannot be used for housing. The SMP identifies the land use for the existing golf course as Recreation. The first development phase of Snowcreek VIII does require removal of the existing golf course parking, café, and pro shop.

- a. As stated above, the golf course area cannot be used for housing, yet Tentative Tract Map (TTM 23-002) clearly shows approximately 25 structures proposed to be sited on land that is currently Hole #1 of the Snowcreek Golf Course. Can you confirm that this proposed application includes grading activities and future vertical construction on the existing golf course?
3. A significant community benefit for the Town of Mammoth Lakes, outlined in the July 2010 Development Agreement between the Town and the Snowcreek developer, is an expanded publicly accessible Championship 18-hole golf course. I've included an excerpt from the development agreement below for reference:

**6.9 Expanded Golf Course. Expanded 18-hole publicly accessible golf course and practice facility. A nine-hole golf course designed by Ted Robinson exists on the north and west portions of the property. An additional nine holes will be constructed on the north, eastern and southern edges of the Snowcreek VIII site, creating a championship 18-hole golf course and encompassing an estimated 155 acres. The course will be designed to conserve water and utilize natural vegetation. Re-grading and contouring of the new portion of the golf course, and possibly portions of the existing course, will create topographic undulations in character with the surrounding landforms fronting the main range.**

- a. Based on the current application under consideration, it appears the existing 9-hole golf course will be significantly impacted, with the loss of at least 1 hole. Can you provide details on if and how the Developer intends to maintain the existing golf course and also provide the community benefit outlined above?
4. The 2010 Development Agreement included specific performance measures to ensure the Town received the community benefits and amenities it bargained for in the Agreement. I've included an excerpt from the agreement below for reference:

2. In order to assure the Town receives the benefits and amenities that result from the implementation of the Resort Hotel and the 18-hole championship golf course, specific added performance measures are established and recognizing the timing of development of the Snowcreek Projects will be subject to future market and economic conditions and no specific dates can be set for completing various phases of the Snowcreek Projects, it is the Town's position that if good faith efforts to develop the Resort Hotel and the 18-hole championship golf course are not undertaken by Developer in some reasonable fashion, the term of this Agreement should be reduced. Therefore, the parties agree, subject to Section 11.15, if development of the Resort Hotel and 18-hole championship golf course has not commenced within ten (10) years after the effective date of this Agreement (the "10-Year Milestone"), then the remaining 10-year term of this Agreement

-12-

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DOC # 2010003240  
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**shall be reduced one day for each day, or portion thereof, the 10-Year Milestone has not been met.**

- a. Based on the fact that development of the Resort Hotel and 18-hole Championship golf course has not yet commenced as of July 2024, it can be assumed that the Development Agreement will expire in approximately 12 months (July 2025). If the Town approves the current Developer applications, what assurance does the Town have that the community benefits and amenities – specifically the 18-hole championship golf course and Resort Hotel will be developed?

Thanks you for your time and consideration.

-Mt



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**From:** [Robert Moon](#)  
**To:** [Nolan Bobroff](#)  
**Cc:** [Daniels Tom](#); [Rogitz John](#)  
**Subject:** Re: Comments on Application Request  
**Date:** Thursday, July 18, 2024 2:03:11 AM  
**Attachments:** [Cooments on Snowcreek VIII application request.docx](#)

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**[EXTERNAL EMAIL]**

Mr Bobroff,

I am a recipient of John Rogitz email to your attention.

Mr. Rogitz did an excellent job summarizing the thoughts and concerns of so many of us through his chronology of events.

Please accept the following comments before the July 19 deadline regarding the public hearing on July 24 regarding the Application Request for Tract Map 23-22 and Use Permit 23-003.

I am a homeowner in Snowcreek Ranch.

I have written several emails to the Town Council and Town Manager expressing many of the same concerns John Rogitz expressed.

The SDA was based on the narrative of a world class golf community with the development of Snowcreek VII and VIII. In exchange for a favorable Development Agreement with the Town the Developer committed to a significant number of considerations that simply aren't coming to fruition. The Town appears unwilling to hold the Developer accountable to the extent specified in the Agreement or willing to enact the termination provisions based on the "bad faith" language in Agreement in.

Please note:

- The Land Covenant between the USFS, the Town and the Developer was very specific in regards to land usage. It's doubtful the land transfer would have happened if the USFS would have known how this is being played out.

- The SDA is very explicit in its language regarding Considerations to the Town by the Developer.

The Developer actually acknowledged (in the SDA) that the Town would likely not go forth with the SDA without the Considerations to the Town listed in the SDA.

- A once beautiful 9 hole course at Snowcreek has now deteriorated into a state of disrepair. It has been suggested this was a methodical move over a number of years to demonstrate little demand or usage of the course with the eventual intent to close it.

Should Considerations within the SDA ever be modified to include the omission of the 18 hole championship golf course, the Developer should carry the full burden of Considerations in equal monetary and symbolic value to the Town.

Any modifications to Conditions to the Town needs to be fair to the Town and true to the intent of the SDA and SMP. At minimum, any modification to the SDA should carry with it new Conditions to the Town including:

1. Capital funding for renovation of the existing 9 holes course and all associated amenities to

the standards committed to in the SDA for the 18 hole championship course.

2. Capital funding for a significant number of incremental affordable housing units.

3. Additional funding to support first responders and health care workers.

If the Town is going to be a trusted entity of the people it needs to stay true to its commitments and true to its people.

Sincerely,  
Bob Moon

Sent from my iPhone  
Robert Moon

On Jul 16, 2024, at 11:32 AM, John Rogitz <[john@rogitz.com](mailto:john@rogitz.com)> wrote:

Mr. Bobroff, attached are my comments on the Application Request regarding the Tentative Tract Map 23-22 and Use Permit 23-003 that will be the subject of a public hearing on July 24, 2024. Consistent with the Notice of the public hearing, these comments are being submitted in writing prior to July 19, 2024 both via this email with a duplicate copy being mailed.

Yours Truly,

John L. Rogitz, Esq.  
619.338.8075



Comments on the PLANNING & ECONOMIC DEVELOPMENT COMMISSION STAFF REPORT, July 2024,  
Consideration of the Tentative Tract Map 23-002 and Use Permit 23-003 for approval of the “Snowcreek  
VIII Phase I”

In opening, I am very appreciative that the developer worked out arrangements with Sierra Star and Alterra to allow for the opening of the Snowcreek Golf Course this summer. It has brought a lot of joy to many this summer to once again play (IMO) the best course on the East Side. My hope is that Staff and Town Council realize the importance of Snowcreek Golf Course to the town, its residents, and visitors as we work through details ahead. That being said, I object to adopting the Planning and Economic Development Commission Resolution.

1. During the February 21, 2024, Town Council meeting, Council made it clear that assurances are needed to ensure the availability and operation of the existing 9 hole golf course. In addition, the quality of the course conditions needs to be specified in the Agreement as well as assurances that hold the developer accountable for those terms. Nothing in the Staff Report addresses this important matter. Approval of the “Resolution” should not be given until this issue can be resolved and imbedded into the agreement itself.
2. Per the Staff Report: “Development of Phase 1C does require the relocation of the golf course infrastructure (parking area and clubhouse) and re-orientation of Hole 1”. Allowing development on Lot 3 (Phase C) is unacceptable. This development was contemplated with the original SDA that included the expansion to an 18 hole championship golf course allowing Hole 1 to be eliminated. If the existing 9 hole course is to be maintained in its existing form, beauty, and playability, Hole 1 must be maintained. No development should be allowed west of Snowcreek Drive unless the 18 hole Championship Golf course is built – as designed by the original SDA.
3. Discussed in the February 21, 2024, Town Council meeting was the fact that Snowcreek VIII is a huge project – on the order of \$ billions. With a project so big, with developer profits likely in the hundreds of million dollars, why is it such a large ask to insist that the developer be held to its original commitment and include the 18 hole championship course and practice facility as part of the plan? Why can’t this condition be part of the developers future Phases? I agree with Mr. Rogitz’s July 16 letter to Mr. Bobroff that there seems to be legal grounds to insist the 18 hole championship golf course and practice facility be included and part of the new SDA.
4. Also discussed in the February 21, 2024, Town Council Meeting, Mayor Sauser asked staff about the legal aspects/commitments of the 2005 land swap that designates the open land for a golf course. Staff agreed to look further into this issue. What are the findings of this request?
5. As stated above, this is a huge project – both in dollars and the proposed length of the new agreement. We need to get this right and the details of this proposed project need to be worked out before providing approval. We have a history with the developer. They have repeatedly reneged on their commitments and arguably methodically deteriorated the condition of the existing 9 hole course to show its lack of demand with intent to eventually close it. I urge Staff to work out the details and ensure that the developer can be held accountable to their commitments before moving forward.

Respectfully submitted,  
Tom Daniels

**From:** [Mary Smith](#)  
**To:** [Nolan Bobroff](#)  
**Subject:** SNOWCREEK VIII  
**Date:** Monday, July 22, 2024 1:28:13 PM

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[EXTERNAL EMAIL]

Greetings Mr. Bobroff:

As I am unable to attend the coming meeting regarding the Development Agreement for Snowcreek VIII, please take into account my input regarding this subject.

Since the proposed development is enormous and the impacts will be felt for decades, it is important for the town to hire a development agreement specialist/consultant. More than just the financial aspects need to be considered for a project of this complexity and size.

Best,

Mary H. Smith  
owner, Snowcreek VI

**From:** [Robert Burke](#)  
**To:** [Nolan Bobroff](#)  
**Subject:** Snowcreek  
**Date:** Monday, July 22, 2024 12:09:38 PM

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**[EXTERNAL EMAIL]**

Like other Mammoth residents, we have huge concerns with what is happening at Snowcreek relative to changing their development plan. In my opinion and based on resort studies done in the past, a summer resort like Mammoth needs at least 2 18 hole golf courses to attract the type of visitors that come for long stretches and spend valuable dollars in our local businesses. The concessions given to the Snowcreek developer in the past were an offset to the commitment to build, open and maintain the 18 hole golf course.

Additional concerns have been raised by others, not the least of which are below:

1. Staff's commitment to Town Council's request back in February to work out the details on keeping the 9 hole course open and in playable condition is not addressed. We need this worked out before supporting anything!
2. The Resolution proposes to use the land west of Snowcreek Drive (and part of Hole 1) to build condos.. This was part of the original SDA - but that was envisioned as part of the 18 hole expansion and not on its own. This is unacceptable.
3. Land use issues and the language in the original SDA that the Developer "shall satisfactorily complete" including development of the 18 hole golf course have not been addressed.

City council and the planning department should be protecting the interests of all our residents, business and restaurant owners in holding to the developer's original commitments.

Thanks very much,

Bob and Liz Burke, Valley Vista, ML, CA



Comments submitted to PDEC July 24<sup>th</sup>, 2024  
by Greg Newbry,  
Hearing for Tract map 23-02

The Town did not provide this new draft tract map and project with sufficient time to truly analyze much of anything. It should be months versus 48 hours. Unfortunate, unfair, perhaps not legal and does not do much to promote public trust.

The current nine holes “to be protected” and retained, and the tract map, are inextricably connected. However, Fairway 1 is gone, driving range gone, Club house is gone, discussion of what constitutes retaining the current nine holes is nowhere to be found, let alone any maps or standards. You cannot approve the tract map until this clearly absent requirement is fully addressed.

When I asked a town planner over a year ago, why there was no Use Permit or requirement to retain the golf course, the reply was, “we always just assumed it would be golf course”. Meaning, it was never addressed in the DA. It was negligent then as it is now to not require a Use Permit with complete operation and maintenance plan for ongoing quality retention in championship condition as determined by the Town Parks and Recreation Department. Including an in-perpetuity funding mechanism lien against each deed to assure the means of operation (such mechanism would be a small amount given 1000 condos and commercial uses).

These sorts of ideas are usually kicked around in the beginning with public input and a good Development Agreement consultant along with round tables, and lot time to come to terms. Involving the public for the largest project in the history of Mammoth should not be done under the carpet with what is clearly very little consideration. This appears to simply be the Developers plan, rubber stamped by staff, not a thought-out plan with public participation for the largest project in Mammoth’s history to be executed over for the next 25 years.

It appears there are enough changes from the original plan in regard to water, use, building, traffic, night lighting on town meadow, amenities (or lack thereof), failure to address new public impacts like housing into the future etc. This constitutes a new project under CEQA.

It’s not clear if workforce housing requirements are also frozen along with density? Should not be. Workforce housing should be required at each phase pursuant to the Town affordable housing requirements in affect at the time.

*“Notice of the public hearing including a project description was mailed to the 660 property owners within 300 feet of the subject property on July 12, 2024. The notice was also posted in The Sheet newspaper on July 13, 2024 and July 20, 2024. Three public comments were received prior to the publishing of the*

packet. The comments provided are summarized below and the comment letters are included as Attachment D.”

This was clearly rushed through with insufficient time to comment. Even the packet was not yet published. How was anyone supposed to have time to comment on project not published yet? This is simply bizarre and really shows the intent of the Town was and is to railroad this 25-year project through without public participation or comment. I for one, find the Town’s process extremely disappointing.

Remove gray water pond – reinstall in 2028 – where is the water going to come from until then?

*“The developer is still working through the Development Agreement amendment. The amendments being considered are listed below. We have tentatively scheduled a Town Council update on August 7<sup>th</sup> to review the Financial Analysis and proposed amendments.”*

There should be a series of public workshops/hearings, not a sweep under the carpet and approve whatever the Developer wants.

It states, access granted through the project to public lands but there are no actual plans showing the access, how such will work or parking areas for access to public lands. It appears the new plan is simply further restricting of access to the Sherwin’s and Hidden Lake as opposed to creating access.

- a. Extend the term for 20 years to 2050;  
***Current Agreement ends in 2025, 2050 is 25 years, law restricts DA’s to 20 years. If the applied penalties are now being lifted resulting in the current DA running to 2030, I believe the law restricts the Town from extending for 20 more years until 2029.***
- b. Remove the language where the DA loses a day for each day construction of the hotel and golf course has not begun;  
**Why? Do we not want Developers to be responsible per the Development Agreement? leave in place. See a above.**
- c. Require operation of the existing 9-hole course for the term of the DA *(the Town will require an annual operations plan and will include terms that address any lapses in operation);* and
- d. Require a covenant permanently protecting the 9-hole golf course area as open space *(this will be required to be completed within 180 days of the effective date of the Amendment).*

**This already applies via the current DA. Instead, require a covenant protecting the 9 hole course as 9 hole course in perpetuity and require a funding mechanism, for instance, a small property fee recorded against the deed per unit covering operation costs.**

**Retain/add wording requiring the operation and maintenance to be Championship PGA quality course as determined by the town Parks and Recreation Department. Note: current wording of a simple operation plan is with no criteria is a lawsuit waiting to happen. Who**

**decides if the Developer once again decided to run into the ground? The Town would have no recourse (no pun intended)? Be specific, do it right.**

2. The financial analysis prepared by Keyser Marston:  
**Without new analysis by a DA professional and land use attorney, the financial analysis is superfluous. It means nothing. At least the Developer paid for it, as allowed by law.**

**A few quick napkin notes: The so called “second nine”, now open space has little to no value. Same value as the sage brush along 203. It’s already required to be the open space via the current DA without doing anything. The existing DA already counted these values as part of the Snowcreek 1 through 7 as a reason to grant it. Doing once again is like buying a car and when paid off, going back to the dealer and saying, gee, can I buy the car again for full value and give a bunch of money....**

**The ponds are necessary for the project, no public benefit (no value). The open space is left to the Developer to do whatever he wants as long as open space related (again, no value). The Town has no say as long as this simple condition as public benefit as determined by the Developer (as opposed to the town). Another lawsuit clause. Change to “any use of the open space area must be at the sole discretion of the Town of Mammoth Lakes”.**

**Let’s assume the current DA did not require the second nine holes instead of as just “open space” (see staff report for last DA review); that would mean the Town failed to put into place a DA protecting public assets and recreational required uses (second nine). Now using this same staff once again without proper review by professionals? This is insanity.**

The [Phase I tentative tract map \(TTM 23-002\)](#) is scheduled for consideration by the Planning & Economic Development Commission on July 24<sup>th</sup> at 9am. The public hearing notice is attached and you should have received one in the mail as well. This application is proposing the following:

- a. Subdivision for condominium purposes of Lots 1, 2, and 3 of TM 2009-002. This will authorize the future airspace subdivision of 159 units within 41 buildings. No physical construction of the units is being approved as a part of this subdivision and construction is limited to grading and subdivision improvements. A subsequent use permit and design review approval will be required prior to the commencement of the unit construction.
- b. This phase will be developed in 3 sub-phases (1A, 1B, and 1C). Based on the infrastructure costs/needs associated with Phases 1B and 1C (primarily the relocation of Fairway Drive) and the fact that the Developer just recently completed the rehabilitation of Fairway Drive, it is expected that the start of Phases 1B and 1C will be pushed out to the future and

that the loop connector road (Snowcreek Drive) will be completed prior the start of Phases 1B and 1C in order to allow for that new road to serve as the access for Snowcreek V. A condition of approval will be included that requires access be maintained to Snowcreek V at all times.

**Add and the golf course (meaning access).**

- c. Development of Phase 1C will require the relocation of the existing golf course infrastructure (parking, maintenance, club house). A condition of approval will be included that requires these elements to be relocated prior to the demolition of the existing. The proposed DA amendments will also require that the golf course continue to be operated during such construction.

**This should be shown now along the tract map on the plans. What about the driving range, no mention of its demise (obviously this planning 101 update should have been at least addressed).**

- d. Improvements on Lots 17 and 18 is limited to the installation of stormwater retention basins (Lot 17) and the relocated recycled water pond (Lot 18).

**No discussion of water for the course, where it's going to come from when it's removed and not redone for 2 to 3 years. CEQA again.**

- e. This subdivision does authorize the construction of all the roads and utilities for the project.

- 4. The roundabout proposed for Old Mammoth and Minaret will be conditioned to be completed prior to the construction start of the 300<sup>th</sup> unit or when the level of service (LOS) for that intersection is going to exceed LOS D, whichever occurs first. An updated traffic study will be required with each use permit for development on the site.

**Don't wait, require the round about as part of phase 1. You can do this. It will be a very visible and appreciated public benefit.**

Sincerely,



Please contact me by phone or email if you have any questions, 760 937-5391, [gregnewbry@gmail.com](mailto:gregnewbry@gmail.com), P. O. Box 8105, Mammoth Lakes, CA 93546



**From:** [John L Rogitz](#)  
**To:** "[Daniel O'Connell](#)"; [Nolan Bobroff](#)  
**Subject:** Snowcreek VIII - Phase 1 Tentative Tract Map 23-002 & Use Permit 23-003  
**Date:** Wednesday, September 4, 2024 5:23:46 AM

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**[EXTERNAL EMAIL]**

Mr. Bobroff:

I agree with Mr. O'Connell's message below and furthermore request to know what change in behavior on the part of the Developer, who is admitted to be in default of the current SDA (hence the shortened period), has occurred to lead the Town to believe it may now negotiate with him in good faith on another agreement?

John Rogitz

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

From: **Daniel O'Connell** <[djolaw1@gmail.com](mailto:djolaw1@gmail.com)>

Date: Mon, Sep 2, 2024 at 2:13 PM

Subject: Snowcreek VIII - Phase 1 Tentative Tract Map 23-002 & Use Permit 23-003

To: <[nbroboff@townofmammothlakes.ca.gov](mailto:nbroboff@townofmammothlakes.ca.gov)>

Dear Mr. Broboff and Planning & Economic Commission:

I object to the application of the Developer as proposed.

1. The proposal does in fact negatively impact Hole number 1 on the existing golf course. This impact should not be taken lightly and tolerated to accommodate the Developer's recent revisions to its plans for the Snowcreek development.

2. The Snowcreek Development Plan Updated (SDPU) and the Snowcreek Development Agreement (SDA) are currently in effect and operational. The Developer, however, is re-envisioning what it wishes to do with its property and plans. That much is clear. The SDA is currently under discussion, meaning, no one is certain right now what the end product of those discussions will look like.

3. The Town should **not** approve requests and applications like the one before it in a piecemeal way, without regard for the larger plan for Snowcreek.

4. Approving the application will unquestionably represent a piecemeal decision, out of



context from the SDPU and the SDA. The Developer clearly wants to take small, incremental steps forward to constructing condominiums, but without regard for a finalized future plan, which, I should add, we already have in the SDPU and the SDA.

5. I believe that it would be unwise, hasty and short sighted to approve this application, concerning a small, initial phase of the development, while the entire SDA is in question and under discussion. If the SDA is in flux, or at least thought to be, we should not commit to any application for development at this time, period.

6. Further, I agree completely with Mr. Rogitz's prior comments on the commitment to an 18 hole golf course. Like Mr. Rogitz, I am an attorney. None of the language in prior agreements about the 18 hole course is aspirational, elective, discretionary or vague about commitments in any way whatsoever. The operative terms are "shall" and "will."

7. If the golf course were not a primary benefit expected by the Town, why in the world would there be penalties (shortened SDA) associated with not making a good faith effort to begin construction by a date certain? Everyone must please consider this question.

8. Finally, somehow, the Developer is now associating its obligation to construct the final 9 holes with a concurrent agreement to secure a hotel partner. There is no such stipulation in the prior agreements and plans. The only connection between the two relates to the penalties (shortened SDA) for not making a good faith effort towards those two separate, mutually exclusive Town benefits.

The Town should rush nothing here, but allow for further comments, analysis, and attention to the larger SDA and any changes that may be made to it, if any.

Sincerely,

Daniel O'Connell

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Alpine Dispute Resolution, LLC  
P.O. Box 1763  
Mammoth Lakes, CA 93546

Phone: (760) 709-1806  
Email: [djolaw1@gmail.com](mailto:djolaw1@gmail.com)



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

From: **Daniel O'Connell** <[djolaw1@gmail.com](mailto:djolaw1@gmail.com)>

Date: Mon, Sep 2, 2024 at 2:13 PM

Subject: Snowcreek VIII - Phase 1 Tentative Tract Map 23-002 & Use Permit 23-003

To: <[nbroboff@townofmammothlakes.ca.gov](mailto:nbroboff@townofmammothlakes.ca.gov)>

Dear Mr. Broboff and Planning & Economic Commission:

I object to the application of the Developer as proposed.

1. The proposal does in fact negatively impact Hole number 1 on the existing golf course. This impact should not be taken lightly and tolerated to accommodate the Developer's recent revisions to its plans for the Snowcreek development.
2. The Snowcreek Development Plan Updated (SDPU) and the Snowcreek Development Agreement (SDA) are currently in effect and operational. The Developer, however, is re- envisioning what it wishes to do with its property and plans. That much is clear. The SDA is currently under discussion, meaning, no one is certain right now what the end product of those discussions will look like.
3. The Town should **not** approve requests and applications like the one before it in a piecemeal way, without regard for the larger plan for Snowcreek.
4. Approving the application will unquestionably represent a piecemeal decision, out of context from the SDPU and the SDA. The Developer clearly wants to take small, incremental steps forward to constructing condominiums, but without regard for a finalized future plan, which, I should add, we already have in the SDPU and the SDA.
5. I believe that it would be unwise, hasty and short sighted to approve this application, concerning a small, initial phase of the development, while the entire SDA is in question and under discussion. If the SDA is in flux, or at least thought to be, we should not commit to any application for development at this time, period.

6. Further, I agree completely with Mr. Rogitz's prior comments on the commitment to an 18 hole golf course. Like Mr. Rogitz, I am an attorney. None of the language in prior agreements about the 18 hole course is aspirational, elective, discretionary or vague about commitments in any way whatsoever. The operative terms are "shall" and "will."

7. If the golf course were not a primary benefit expected by the Town, why in the world would there be penalties (shortened SDA) associated with not making a good faith effort to begin construction by a date certain? Everyone must please consider this question.

8. Finally, somehow, the Developer is now associating its obligation to construct the final 9 holes with a concurrent agreement to secure a hotel partner. There is no such stipulation in the prior agreements and plans. The only connection between the two relates to the penalties (shortened SDA) for not making a good faith effort towards those two separate, mutually exclusive Town benefits.

The Town should rush nothing here, but allow for further comments, analysis, and attention to the larger SDA and any changes that may be made to it, if any.

Sincerely,

Daniel O'Connell

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**From:** [Brendon Thomas](#)  
**To:** [Nolan Bobroff](#)  
**Subject:** COMMENTS ON TENTATIVE TRACT MAP 23-002 & USE PERMITS 23-003  
**Date:** Tuesday, September 3, 2024 4:40:44 PM

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

**[EXTERNAL EMAIL]**

### **COMMENTS ON TENTATIVE TRACT MAP 23-002 & USE PERMITS 23-003**

I am a homeowner in Snowcreek V and strongly object to the Application Request.

As others have noted, the plans—specifically for Lot 3 (Phase 1C)—will impact the existing 9-hole golf course, which is prohibited according to the town’s website (Snowcreek VIII FAQ: [<https://www.townofmammothlakes.ca.gov/DocumentCenter/View/13315/SC-FAQ-JULY-2023>]).

To quote:

“Under current entitlements, the golf course area cannot be used for housing. The SMP identifies the land use for the existing golf course as Recreation.”

This proposal is a clear violation of the original SMP. The golf course—particularly the first hole, its clubhouse, and parking—should not be affected by future development. Such actions would deprive the town of a valuable recreational space.

In light of this and previous violations concerning the development of the 18-hole golf course, this proposal should be immediately dismissed until it is amended to protect the golf course.

Additionally, I would like to emphasize that golf in the United States is booming and poised to become a significant economic driver for the travel and leisure industries. If properly managed, Snowcreek Golf Course could generate substantial attention and revenue for the town. It has the potential to be a major summertime attraction, complementing Sierra Star.

Snowcreek Golf Course is a key reason why I and many other families chose to purchase homes here. If the golf course is altered, reduced, or closed, it would severely impact property values and have long-term economic consequences for homeowners and the town as a whole.

The developer cannot continue to add housing while diminishing amenities. This is not in the short or long-term interests of the town. The current proposal would strip Mammoth of a vital recreational resource, potentially harming the town’s economy and existing homeowners while serving only the developer’s interests.

Brendon Thomas

731 Fairway Circle  
Mammoth Lakes, CA  
93546