

Date: 1-30-2025

To: John Eastman and Town Council

Pursuant to our brief discussion, I am sending you the Council agenda (received today) along with some thoughts regarding the DA. The item does not include their consultant's report, only the marching orders. The Marching orders really only requested a spell-check and confirmation that the DA states what it states. Therefore, the report will likely add little value.

Given this context, it seems to reflect poorly on our Town Government. The update would benefit from including the draft report instead of providing no information whatsoever. Waiting to provide such at the Council hearing would be irresponsible and unfair to the public resulting in no way to comment or realistically participate.

Due to my negligence in tracking important dates and meetings, I will be out of town. No excuse. Not that anyone knew this was on the agenda. It would be greatly appreciated to get copies of all draft/final copies as well as all correspondence from staff to consultant and consultant to staff.

Below the marching orders (the entire staff report)

No formal action or decision is needed. Summary: During previous updates to the Town Council on the potential amendment to the Snowcreek Development Agreement (SDA)1 , there was direction given to staff to hire a consultant to analyze and review the proposed SDA amendment deal points. **The goal of the consultant analysis and review was to have a qualified firm that specializes in development agreements review each of the deal points, confirm that the deal points are clear and have enough detail to ensure the end results are achieved,** identify any gaps or loopholes that could be failure points, and provide recommended language updates on the more complicated portions of the agreement. Based on that direction, the Town hired the law firm Burke, Williams & Sorensen, LLP to provide the requested review. An attorney from that firm will provide an update to the Town Council on the analysis and review of the SDA, and the proposed amendments to the SDA, that was conducted.

- We recommended providing a list of good consultants (from prior Town Directors) that could truly provide a good analysis and direction. But, when you only want someone to only tell you what you want to hear, then it doesn't matter who you use.
- Read carefully; review the current DA, *confirm it's clear* (geez, really!)
- *Ensure end results*, of course the end is says what it says, (again, really, geez!)
- The marching orders say nothing, nothing whatsoever.

When I was a planner there was joke: A consultant is someone you hire to tell you how much money is in your wallet and then keeps half. It appears the Town just did that.

Sincerely,

Please contact me by phone or email if you have any questions.

Fwd: Snowcreek VIII

Steve Chaudet <schaudet@me.com>

Thu 9/5/2024 9:26 PM

To: Nolan Bobroff <nbobroff@townofmammothlakes.ca.gov>

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

[EXTERNAL EMAIL]

Sent from my iPhone

Begin forwarded message:

From: Steve Chaudet <schaudet@me.com>

Date: September 6, 2024 at 12:10:45 AM EDT

To: nbobroff@townofmothlakes.ca.gov

Subject: Snowcreek VIII

Nolan: I attended the August 14 information hearing on the Snowcreek VIII proposed development. Your presentation was excellent. However while generally supportive of the development I have several concerns.

1) For a development of this size, & the length of time it will take to develop I am concerned the City isn't asking enough of the developer that will benefit the community. The time to get meaningful financial commitment to the City is now, not when they start building. The general feeling I get from talking to residents is the City isn't tough enough in asking more from the developer.

2) The City's building department needs to be stronger requiring the developer to meet Mammoth building codes with their inspections.

Case in point is the two pictures below. The first is from wood taken from Snowcreek VI. This wood is rotted because the City inspectors didn't required the wood to be treated, & water proofed. The second picture is of a covered rock fireplace wall that is pulling away from the building. No footings were installed that would have prevented this. Again lack of inspections.

Snowcreek VI had to take the developer to meditation in order to gain financial relief for shoddy work, & lack of inspection.

Have been informed that Creek Side has had numerous issues including frozen pipes. Again lack of inspections.

3) With a development of this magnitude I would hope the City would consider an outside firm to analyze the proposed development that would consider all elements of the development. Consider how much better off we would be if the City had done this with the airport situation that Mammoth will be paying for years.

4) The City does need to improve its building inspection department to insure all codes are enforced.

5) By way of background I am a part-time resident of Mammoth that has owned three different condos including the current one in Snowcreek VI.

For a number of years I was in City Management, & have a Master's of Public

Administration from USC.

If you would like to discuss further I can be reached at
703-401-9343 or at schaudet@mac.com.

Thanks for taking the time to review my comments.

Steve Chaudet





Sent from my iPhone

Clerk

From: Jody Cohan-French <jocoh2@gmail.com>
Sent: Saturday, August 10, 2024 6:04 PM
To: Clerk
Subject: Proposed Amendments to the 2010 Snowcreek Development Agreement

[EXTERNAL EMAIL]

Dear Commissioners,

The Town's Proposed Amendments are:

In exchange for the extended term, the Town has proposed the following additional community benefits be added to the SDA:

1. Continued operation of the existing 9-hole golf course for the life of the SDA.
2. The permanent protection of the land occupied by the existing 9-hole golf course as open space (i.e., not developed with residential or commercial structures).
3. Inclusion of the option for additional summer and winter recreational amenities (e.g., hiking trails, mountain bike trails and/or features, cross-country ski trails, snow shoeing, fat bike trails, etc) in the area of the proposed golf course expansion. These amenities would be considered interim and would not preclude the development of an 18-hole golf course.

I am in favor of the Town's Proposed Amendments and **permanent** protection of the existing open space (the 9-hole golf course) as well as the proposed golf course expansion, whether it/they are a golf course and/or park-like space for walking, biking, etc. as mentioned above. Bottom line, keep the open space open so that the homeowners surrounding the existing golf course can maintain the value of the properties they invested in under the 2010 Snowcreek Development Agreement, and the greater community--and nature--can enjoy and benefit from as much natural space as possible.

Thank you.

Best regards,

JODY COHAN-FRENCH
Vice President, Snowcreek Fairway Homeowners Association

February 20, 2024

By Email to:

Clerk: jgray@townofmammothlakes.ca.gov

Community Development Director: nbobroff@townofmammothlakes.ca.gov

Town Manager: rpatterson@townofmammothlakes.ca.gov

Mammoth Lakes Town Council

P.O. Box 1609

Mammoth Lakes, CA 93546

Eighteen months ago my wife and I became the occupants of 1182 Pyramid Peak, a Snow Creek VI condo unit that borders the 9-hole Snow Creek golf course. The golf course was a major factor in the purchase. Much to our surprise, we have since learned that the developer who had not only pitched a golf course in his sales literature, but had promised expansion of the course to 18 holes was walking away from maintaining the golf course.

We have now learned that this same developer has applied for an extension to the Snow Creek development agreement so that he can build many more Snow Creek condos. Under the terms of this development agreement, there is no legally binding condition that the developer be required to complete the 18-hole course and maintain the course for a sufficient number of years to establish a working and viable golf course.

In the past, this developer has used the promise of an 18-hole course to lure buyers and probably to gain favorable consideration from government officials. The developer made a lot of money building and selling the existing Snow Creek developments, and there is little doubt about profit from future developments. The promised golf course is an integral feature of Snow Creek and should be made a legally binding part of any future development. Otherwise, present condo owners and future buyers will have been deceived by the representation that there would be an 18-hole golf course. Moreover, the Town of Mammoth Lakes will have lost an important recreational feature to add to other over-subscribed golf courses.

Because the development agreement that the developer wishes to extend lacks the necessary legal "teeth" to insure completion and maintenance, a use permit or a new development agreement should be required. The terms should include details of the course design, and details on quantity and quality of maintenance

for a period of years. A secured fund for the expected cost of maintenance for the required number of years should be a term of the new development agreement or use permit.

I believe I speak for many if not all Snow Creek owners in urging you to look carefully at this matter and to require the necessary permitting to insure that the promise of an 18-hole golf course does not remain a hollow sales pitch. Your hard work and diligence will be hugely appreciated.

Very truly yours,

Joel A. Ungar
1182 Pyramid Peak
Mammoth Lakes, CA 93546

jaungar2@gmail.com
805-886-4151

Nolan Bobroff

From: Mary Smith <msmith@smithnyc.com>
Sent: Tuesday, February 20, 2024 10:20 AM
To: Jamie Gray; Rob Patterson; Nolan Bobroff
Subject: SNOWCREEK DEVELOPMENT AGREEMENT

Some people who received this message don't often get email from msmith@smithnyc.com. [Learn why this is important](#)

[EXTERNAL EMAIL]

GREETINGS:

As a local resident (1182 Pyramid Peak Drive, Mammoth Lakes), I write to express vehement opposition to any extension of the current Snowcreek Development Agreement. As I and my neighbors in Snowcreek VI are fully aware, many of the developer's obligations in the existing agreement were not fulfilled and we feel that an extension is not at all warranted, particularly one of 20 years. Instead, a new Development Agreement or better yet a Use Permit that runs with the land should be created....after extensive economic and environmental analysis and sufficient time and opportunity for public input.

Of particular concern in the existing Development Agreement is the lack of detail for maintenance of the golf course. As we've all sadly learned, the developer was under no obligation to operate the golf course consistently or maintain the waterways in the current agreement. Any extension or new development agreement should specify very precise requirements for maintenance, as secured by a performance bond, with an additional measure allowing the town recourse should the performance be inadequate.

Furthermore, there should be an iron-clad requirement for the developer, totally at his expense, to return the golf course back to its original open space state with dedicated trails and waterways, should it be determined as some future time that a golf course is no longer needed.

Additionally, there needs to be a mechanism wherein all such obligations transfer to any subsequent developer should the current developer sell, depart or abandon the property.

It seems extremely important that the town, representing the public's interests, be in control here, not manipulated by the developer, whose interests are strictly for monetary gain. The town now has a wonderful opportunity to create a worthwhile plan for the next 20 years. I appreciate the hard work town officials do and it is in that spirit that I offer my comments.

Sincerely,

Mary H. Smith

Snowcreek VI, Lodges, Condominium Owners Association. INC.
P. O. Box 5038
Mammoth Lakes, Ca. 93546
snowcreeklodges@gmail.com



Date: February 19,2024

Mammoth Lakes Town Council
P.O. Box 1609
Mammoth Lakes, CA 93546

Emailed;

Clerk: jgray@townofmammothlakes.ca.gov

Community Development Director: nbobroff@townofmammothlakes.ca.gov

Town Manager: rpatterson@townofmammothlakes.ca.gov

Town Council,

Sitting on Town Council or a Commission is low to no pay and hard work. It is also often heart breaking with sleepless nights worrying about doing the right thing. We wish to deeply express appreciation for stepping up to make Mammoth a better place to live, work and visit. Thank You!

The speed and haste in which this presentation, February 21th, 2023, regarding the Snowcreek Development Agreement was put on the agenda is troubling. There is clearly insufficient time to circulate and dig into the details. We feel this is unfair to the Council and the public. It almost appears like a fait accompli.

These few comments are therefore quickly constructed and not necessarily complete. We assume there will be other comment periods and round table presentations aimed at constructive and well-thought-out input. Do not let yourself be pushed into a fast process because the developer has waited longer than he should have.

We recommend an altogether new Development Agreement, not a 20 year extension. As the "staff" report indicates, much was not completed in the current DA. The reasons are irrelevant. What matters is the next 20 years and nearly 980 new condominiums.

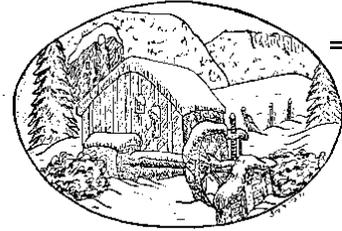
1. Require the original 18 hole course as identified in the current Development Agreement.
2. Require a Use Permits. Use Permits run with the land for the life of the property and do not expire like a Development Agreement. They also include mitigations and recourse.
3. Include details. The current "plan" does require the 9 hole course to remain for 20 years. This means nothing without the details of maintaining the waterways, integrity of the course, operation details etc. As worded, he could operate one day week and run into the ground and the Town would have no recourse. Is this the image we want?
4. Add performance measures, funded by the developer.

5. Times change, perhaps the golf course will not be needed at some point. Add conversion and requirement to return it back to its original open space state with trails etc, bonded and funded by the Developer.
6. Include a new economic and environmental analysis. As indicated in the staff report, things didn't happen because economic reality changed. Change is the operative word, it didn't happen because of change, therefore, new studies are prudent and wise. Staff suggests Council direction. If not require a new DA altogether, either way, hire a consultant to assist in the new DA (or extension thereof).
7. Require the plan to show said trails (if it's not to be the second 9) and amenities in the new open space with maintenance and performance requirements. Fund/bond accordingly. Do not allow an open ended "do whatever you want and maintain only if you want" plan.
8. Make sure the Town is the decision maker regarding future changes and funded by the developer accordingly.
9. It's not clear what the actual differences in zoning, housing and permit fees would be versus the frozen fees suggested by the developer. Please elaborate in detail
10. Consider requiring all onsite workforce housing instead of in lieu payments.
11. Of course, assure no development or encroachment, in the open space areas, deed and zoning restricted in perpetuity (golf course, open space etc.)
12. Please send all relevant documents and correspondence to each HOA and single-family home in the Snowcreek area. (Snowcreek 1,2,3,4,5,6,7)

Sincerely,

George Lavalley, President, The Lodges
1 (805) 573-5657
twol2e@me.com

Greg Newbry P. O. Box 8105 Mammoth Lakes, CA 93546
(760) 937-5391 gregnewbry@gmail.com



February 20, 2023

Mammoth Lakes Town Council
P.O. Box 1609
Mammoth Lakes, CA 93546

Honorable Town Council,

A few years back the Town decided not to use a Development Agreement Consulting firm, well, because it was only regarding a simple airport DA. That was a 50-million-dollar mistake. I asked a Town staff person months ago why did the Town not do a Use Permit for the golf course? Reply, “no one thought he’d do anything other than operate a golf course”.

Hire a Development Agreement Consulting firm (as is done by most all municipalities). This is a 20-year, 1000 condominium project, take the time to get it right. Development Agreements are complex; it’s easy to miss something that a professional might not (i.e., Town’s staff failing to address the permanence of the existing 9-hole course or when and how to convert it to something else in the 2007 DA revision.)

The current recommendation is to require the developer to operate the 9-hole course for the length of the DA (20 years). What then? For that matter, there is no requirement to operate in a “championship condition”, or for any hours or for any days. He could open it 4 hours a week and do-little maintenance; that would comply with the draft DA. For the last 10 years weekly color adds selling Creek House all had a picture of golfer associated with the development. Have you noticed adds have changed, no golf course; I wonder why? Have you noticed the Developer stating, in public, the golf course will be open next year. No comment opening beyond that. I wonder why?

Several months back, I suggested the Town do an analysis/study regarding golf and destination resorts. If that were done today, it might be very helpful. What is in the best public interest is what matters, it is all that matters. However, having an idea of what that is often takes time and a good analysis.

Notwithstanding maintenance and details, I suppose the current plan as proposed might be fair and appropriate. I don’t know. That is the reason to hire good firm; to assure the public that the best 20 year, 1000 condo project is OK. Much resentment, accusations, frustration and possible referendum could be avoided. Do not let yourself be bullied into haste.

This agenda item was rushed, no one knew it to be before the Council until the agenda came out. An otherwise busy agenda at that. Accordingly, no one has the time to dig into the report. My comments lack the study and review normally deserved.

1. Consider requiring a new, not extended, Development Agreement. At the least, treat it like a new DA. Maximize public involvement.
2. I think even if just a 20 year extension/renewal, that it's referendable. Please confirm. **If not, require a new DA.**
3. Hire a DA consulting firm to assure the DA is fair to both the public and developer. (note, developer pays for the consultant and any studies thereof)
4. Require the original 18-hole course as identified in the original Development Agreement, or consider requiring a study to show the best public use thereof.
5. If the Council finds (as recommended by developer/staff) that only the nine-hole course remain; then no revisions, alterations, or changes, except improvements, as approved by the town and clearly operated in the condition of championship course (and with town making the performance determination with funding requirement to correct).
6. Require a deed fee for each unit in the amount needed to maintain the course and open space area/trails etc. into perpetuity.
7. Some have recommended the town take on the golf course as a public course. **Strongly recommended!**
8. Require Use Permits.
9. Include details. The new DA requires the 9-hole course to remain for 20 years. This means nothing without the details of maintaining the waterways, integrity of the course, operation details and what happens in 20 years etc. As worded, he could operate one day week and run into the ground and the Town would have no recourse (no pun intended). Is this the image we want?
10. Add more performance measures, funded by the developer.
11. Please explain why there are 400 units each considered to be ½ density unit versus a whole unit? It would seem Impacts would be the same, yet, fees to offset would appear to be ½?
12. Times change, perhaps the golf course will not be needed at some point. Add conversion and requirement to return it back to its original open space state with trails etc, (or as otherwise approved for public use by the Town) bonded and funded by the Developer.
13. Require a new economic and environmental analysis.
14. Avoid open ended "do whatever you want and maintain only if you want" in any part of the plan.
15. Make sure the Town is the decision maker regarding future changes and funded by the developer accordingly.
16. Create public access through the project and a public parking area (tie into existing and create new public trails). Has the trails commission considered this?

17. It's not clear what the actual differences in zoning, housing and permit fees would be versus the frozen fees/zoning suggested by the developer and staff. Please elaborate in detail from start to present to end.
18. Consider requiring all onsite workforce housing instead of in lieu payments.
19. Of course, assure no development or encroachment, in the open space areas; deed and zoning restricted in perpetuity vs just the DA (golf course, open space etc.)
20. Please send all relevant documents and correspondence to each HOA and single-family home in the Snowcreek area. (Snowcreek 1,2,3,4,5,6,7)

It is understandable that this email may not get read or the time to consider prior to the Council agenda item tomorrow. However, because the matter only showed up late last week there was insufficient time to run by chatGPT or vet and reconsider comments.

Sincerely,



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

Emailed to the following 2/20/23

Clerk: jgray@townofmammothlakes.ca.gov

Community Development Director: nbobroff@townofmammothlakes.ca.gov

Town Manager: rpatterson@townofmammothlakes.ca.gov

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