

## Mammoth Group:

A Letter to the Town Council of Mammoth Lakes, in regard to  
**RESOLUTION NO. 20-10 RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY.**

**"WHEREAS, Health and Safety Code 101080 authorizes a local health officer to declare a local health emergency within the officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious Communicable disease."**

Mammoth Group asks - When did the health officer reasonably determine that there was an imminent and proximate threat of the **introduction** of Covid-19? Did the determination of the imminent and proximate threat of the INTRODUCTION of Covid-19 happen yet or not?

**"Whereas, Conditions of extreme peril to the safety of persons or property have arisen within the Town of Mammoth lakes are a result of the spread of the Covid-19 Virus."**

Mammoth Group asks - how is the above statement true and factual if

throughout the declaration of the local health emergency for Covid-19, Mammoth Hospital has been in green status?

What conditions of extreme peril to the safety of persons or property have arisen within the Town of Mammoth Lakes and Mono County as a result of the spread of Covid-19?

Please define what is meant by extreme peril to the safety of persons or property as it pertains to Covid-19.

How do the conditions of extreme peril correlate to the safety of property and the spread of the Covid-19 virus?

What examples of extreme peril within the Town of Mammoth Lakes and Mono County can you cite?

Please explain the details and evidence how conditions as the result of the spread of Covid-19 virus are different than previous influenza conditions within the Town of Mammoth Lakes and Mono County.

**"WHEREAS, conditions justifying the Mono County Health Officer's declaration of emergency continue in effect, and the Mono County**

**Board of Supervisors ratified the County Health Officer's declaration of emergency on March 17, 2020."**

Mammoth Group asks - Please clarify what conditions justify the continuation of the local health emergency for Covid-19.

Again, Mammoth Hospital has been in green status throughout the declaration of the local health emergency for Covid-19. How do conditions throughout the declared local health emergency for Covid-19 differ within the Town of Mammoth Lakes and Mono County from previous years when no local health emergency was declared?

**"Whereas, the indefinite closure of Mammoth Mountain, significant reduction in leisure travel in the near term, mandated closure or limited operations of various businesses, and other measures taken in response to the emergency to close or limit business activities have been ordered and additional actions are expected to lead to massive economic disruption within Mammoth Lakes."**

Mammoth Group asks -

Please clarify what was meant by "Indefinite closure", "in the near term" and "mandated closure"

If the government of the Town of Mammoth Lakes and Mono County knew mandated and ordered business closures and limited business operations taken in response to the declared local health emergency for Covid-19 was expected to lead to massive economic disruption, why were businesses not given due process?

Were residents and tourists deprived of life, liberty, and property as a result of

the policy for the local health emergency for Covid-19?

Is the Town of Mammoth Lakes and Mono County going to provide *just compensation* for ordering businesses to close or limit their activities, which was expected to lead to massive economic disruption within Mammoth Lakes and Mono County?

Both due process and just compensation are required according to the 5th and 14th amendment of the US Constitution and article 1 sections 1, 7, and 19 of the California Constitution.