

Kim Dawson

From: melody.lane@reagan.com
Sent: Tuesday, May 20, 2025 4:03 PM
To: BOS-Clerk of the Board; Kim Dawson; George Turnboo; Lori Parlin
Cc: Tiffany Schmid; David A Livingston; Noel Stack; contact@edcgrandjury.com; Brian Mullens; Rafael Martinez; BOS-District V; BOS-District IV; BOS-District I; BOS-District III; BOS-District II
Subject: 5/20/25 BOS Open Forum - Public Comments
Attachments: Brown Act Rights of the Public.docx; ML_Rafael Martinez Affidavit.pdf

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Please ensure my below public comments, including the attached Brown Act Rights of the Public, are entered into the 5/20/25 BOS **Open Forum**, as well as under **Adoption of the Agenda/Consent**.

The Notarized Affidavit addressed to DOT Director Rafael Martinez that was entered into the public record during Agenda Item #41 is also attached to provide proper context. This is information the public needs to know.

For the record, during today's **Adoption of the Agenda/Consent**, David Livingston and George Turnboo violated **§54954.3 of the Brown Act** – *"Public's right to testify at meetings. Care must be given to avoid violating the speech rights of speakers by suppressing opinions relevant to the business of the body. As such, members of the public have broad constitutional rights to comment on any subject relating to the business of the governmental body."*

When I attempted to clarify my statements pertaining to Item #41 (DOT Maintenance Presentation) and Adoption of the Agenda, Mr. Livingston ordered Chairman Turnboo to censor me, call a recess, and they all marched out of the room. The entire BOS were out of order and in violation of the Brown Act as well as their oaths of office. It should be apparent by the number of concerned citizens who called in that the public was equally frustrated with the lack of clarity and how the Adoption of the Agenda/Consent is being manipulated. Apparently their goal is to discourage the public from participating in the business of the governmental body.

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First, I want to address Lori Parlin's unethical conduct of inviting Rafael Martinez to rebut my factual comments during Item #41. Congratulations! Your tag-team retaliation with DOT is now on the public record. Afterwards, I was shocked when **Brian Mullens called me a "cunt"** as he passed me in the aisle. When I asked, *"What did you just call me?"*, he told me to *"get out of his face."*

Secondly, **Mr. Livingston**, that stunt you pulled this morning by censoring me [during adoption of the Agenda/Consent] was an abuse of the public trust and in violation of the Brown Act Rights of the Public and your oaths of office.

I was addressing the fact that Department Matters "can be heard at any time" during the day. What's the purpose of even having an agenda if you just remove items, change them around, or hear them at any time that suits your fancy?

In case you've forgotten, we the people are sovereigns, you are public servants.

Brown Act Preamble: "The people, in delegating authority, do **not** give their public servants the right to decide what is good for the people to know and what is **not** good for them to know. The people do **not** yield their sovereignty to the bodies that **serve** them. The people **insist** on remaining informed to **retain control** over the legislative bodies **they have created**."

For example, this Board knows exactly what time Department Matters will be called on today's agenda, but citizens are kept in the dark as to whether **Item #41** will be heard early in the morning or late afternoon. In so doing, you've decided what is "good for the people to know and what is not good for them to know."

It is unreasonable for the BOS to expect concerned citizens to set aside their entire day just to express their concerns and grievances to the BOS for three minutes "at any time." By sneaking this item under Department Matters and ignoring constituent correspondence, you are violating the Brown Act and depriving citizens of the exercise of their First Amendment rights to fully participate in the business of this legislative body.

Citizens are at the very top of the County Org Chart. "We The People" insist on our fundamental First Amendment rights and retaining control over your *unconstitutional Bureaucratic Shenanigans* that lean toward **totalitarian overreach**. You are expected to abide by your Constitutional oaths of office and EDC Core Values of **Accountability, Collaboration, Service Excellence**, and especially **Integrity** – "*Doing what is right legally and morally at all times whether or not someone is watching.*" Be assured, we are watching.

Stick to the spirit and letter of the law. Do the *right thing* by dispensing of Department Matters that "can be heard at any time" and take items in their proper order. I also suggest you revisit Mandatory Ethics Training for Public Officials required under AB1234.

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Melody Lane

Founder – Compass2Truth

All tyrannies rule through fraud and force, but once the fraud is exposed they must rely exclusively on force. ~ George Orwell ~

CALIFORNIA BROWN ACT

PREAMBLE:

"The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people do not yield their sovereignty to the bodies that serve them. The people insist on remaining informed to retain control over the legislative bodies they have created."

CHAPTER V.

RIGHTS OF THE PUBLIC

§54954.3 Public's right to testify at meetings. (c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law. Care must be given to avoid violating the speech rights of speakers by suppressing opinions relevant to the business of the body. As such, members of the public have broad constitutional rights to comment on any subject relating to the business of the governmental body.

Any attempt to restrict the content of such speech must be narrowly tailored to effectuate a compelling state interest. Specifically, the courts found that policies that prohibited members of the public from criticizing school district employees were unconstitutional. (*Leventhal v. Vista Unified School Dist.* (1997) 973 F. Supp. 951; *Baca v. Moreno Valley Unified School Dist.* (1996) 936 F. Supp. 719.) These decisions found that prohibiting critical comments was a form of viewpoint discrimination and that such a prohibition promoted discussion artificially geared toward praising (and maintaining) the status quo, thereby foreclosing meaningful public dialog.

54954.2 E (3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3.

Where a member of the public raises an issue which has not yet come before the legislative body, the item may be briefly discussed but no action may be taken at that meeting. The purpose of the discussion is to permit a member of the public to raise an issue or problem with the legislative body or to permit the legislative body to provide information to the public, provide direction to its staff, or schedule the matter for a future meeting. (§ 54954.2(a).)

AFFIDAVIT/DECLARATION OF TRUTH

Rafael Martinez, Director of Transportation
El Dorado County Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

I, Melody Lane, the undersigned, make this Affidavit/Declaration of Truth of my own free will, and I hereby affirm, declare and swear, under my oath and under the pains and penalties of perjury under the laws of the United States of America and of California, that I am of legal age and of sound mind and hereby attest that the statements, averments and information contained in this Affidavit/Declaration are true and correct to the best of my knowledge.

This Affidavit/Declaration of Truth is lawful notification to you, Rafael Martinez, and is hereby made and sent to you pursuant to the Constitution for the United States of America, circa 1787, as amended with the Bill of Rights in 1791, hereinafter the national Constitution, in particular Amendments I, II, IV, V, VI, VII, IX and X, and The Bill of Rights of the California Constitution, in particular, Article 1, Sections 1, 2, 3, 9, 10, 11, 21, 23 and Article 3, section 1, which requires your written rebuttal to me, in kind, specific to each and every point of the subject matter stated herein, **within 15 days, via your own sworn and notarized affidavit, using true fact, valid law and evidence to support your rebuttal of the specific subject matter stated in this Affidavit/Declaration.**

You are hereby noticed that your failure to respond, as stipulated, and rebut, with particularity and specificity, anything with which you disagree in this Affidavit/Declaration, is your lawful, legal, and binding tacit agreement with and admission to the fact that everything in this Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon you in any court in America, without your protest or objection and that of those who represent you. Your silence is your acquiescence. See: *Connally v. General Construction Co.*, 269 U.S. 385, 391. *Notification of legal responsibility is "the first essential of due process of law."* See also: *U.S. v. Tweel*, 550 F. 2d. 297. *"Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading."*

When I use the term "public officer(s)", this term includes you, Rafael Martinez, Director of Transportation. Any act committed by you either supports and upholds the Constitutions, national, and state, or opposes and violates them. Your oath of office requires you to support and uphold the national and state Constitutions, and **therefore you are constitutionally mandated to abide by that oath in the performance of your official duties. You have no Constitutional authority, or any other form of valid, lawful authority, to oppose and violate the very documents to which you swore or affirmed your**

oath and by which you were delegated by the people the limited authority to conduct the duties of your office. These three above stated positions are true, factual, lawful and constitutionally ordained.

However, despite the above-stated factual, lawful positions, your unconstitutional actions, as described throughout this Affidavit/Declaration of Truth, clearly demonstrate how you, Rafael Martinez, have violated all of the above lawful positions, the Constitutions, your oath of office, acted against the public good by violating the public trust, and committed sedition and insurrection. Pursuant to your unlawful and unconstitutional actions, you have invoked the self-executing Sections 3 & 4 of the 14th Amendment to the national Constitution and thereby have lawfully vacated your office and forfeited all benefits thereof, including salary and pension. Please note that, as stated above and below, if you fail to specifically rebut, in kind, any of the charges, claims and positions set forth in this Affidavit/Declaration, by means of your own sworn notarized Affidavit, supported by truth, fact, valid law and evidence, then you tacitly admit to them, and these admissions will be lawfully used against you. The following paragraphs and others throughout this Affidavit/Declaration describe some of your unlawful, unconstitutional actions which have harmed me and others.

CLAIMS AND AVERMENTS:

The Supreme Law and superseding authority in this nation is the national Constitution, as declared in its Article VI. In Article IV, Section 4 of the same Constitution, every state is guaranteed a republican form of government. ALL "laws", rules, regulations, codes, ordinances, and policies which conflict with, contradict, oppose, or otherwise violate the national and state Constitutions are null and void, ab initio. (Refer to *Marbury v. Madison*: "*The Constitution of these United States is the supreme law of the land. Any law that is repugnant to the Constitution is null and void of law.*") The Constitution is one of the founding documents of this nation and enshrines its underlying religious and personal freedoms based on the 20 centuries of Christian thought and the principles of Biblical Natural Law. You have no constitutional or any other valid authority to defy the Constitution, to which you owe your LIMITED authority, delegated to you by and through the People, and to which you swore your oaths.

- 1.) In addition to state law, under the Political Reform Act, federal anticorruption law broadly guarantees the public "honest services" from public officials. *Depriving the public of honest services is a federal crime.* My claims, statements and averments also pertain to your actions taken regarding your failure to provide honest public services, pursuant to your oaths, namely, your collusion with county counsel and other county staff to unconstitutionally and unlawfully deny me equal access to public services and due process of law, as stated within the Bill of Rights.

For example, in a phone message on June 18, 2021 you falsely claimed, "*As for your last, er, question or concern regarding my employees, uh, they do have a policy of, uh, not speaking to the public for the most part because, uh, as you can imagine, they sometimes get, um, harassed by people who are not happy with one thing or another. Therefore, the policy is that they refer all of their comments or concerns to the superintendent, the deputy director, or to myself.*"

My subsequent Public Record Act request #P003345-070821 specifically stated, *"If there is such a written policy as Rafael claimed about DOT crews not speaking with the public, then I request you immediately provide me a copy of that policy as required by law."*

The EDC Response to #P003345-070821: *"After a review, we have determined that we have no records responsive to that request."*

Mr. Martinez, you were not being truthful about the existence of a policy prohibiting staff from speaking with constituents. Evidently you had colluded with staff to discriminately single me out and given the directive to your staff to ignore me, thus you violated your oaths by depriving me of due process and my inherent First Amendment Right to petition government for redress of grievances.

When public officers take oaths, yet are ignorant of the constitutional positions and mandates to which they are bound by those oaths, then fail to abide by those positions and mandates in the performance of their official duties, as you have failed, this suggests that the public officers may have had no intention of ever honoring their oaths, and their signatures upon the oath documents constitute fraud. Fraud vitiates any action. Any deceptive, obstructive enterprise undertaken by any public official, such as you, that tends to weaken public confidence and undermines the sense of security for individual rights, is against public policy and against the Supreme Law of the land and any other laws which comply with the national Constitution. Fraud, in its elementary common-law sense of **deceit**, is the simplest and clearest definition of that word [483 U.S. 372] in the statute. *See United States v. Dial*, 757 R2d 163, 168 (7th Cir 1985), *includes the deliberate concealment of material information in a setting of fiduciary obligation.*

- 2.) On 4/4/24 it was necessary that I file a formal complaint addressed to you and HR Director Joseph Carruesco concerning DOT/Vegetation Management Foreman **Brian Foote**. Below is an excerpt from that complaint which alludes to your nonexistent policy prohibiting staff from speaking to constituents:

"Meanwhile, three of the crew stood about 20 feet away observing our brief conversation when one of the men shouted out, *"Are you Melody Lane?"* When I replied affirmatively, he then shouted, *"Can I have your autograph?"* I inquired, *"Do I know you?"* He replied laughing, *"No, but I've seen you speak at the BOS meetings."* I asked his name, and he replied *"Brian."* But when I asked for his last name he replied in a mocking tone, *"I don't answer questions!"* Again, I asked him to identify himself. Brian again facetiously responded for the purpose of signaling his co-workers, *"I DON'T answer any questions!"* This was the same disrespectful attitude I've encountered before on several occasions with several other DOT staff. (Refer to PRA #P003345-070821)

It is glaringly evident that you colluded with staff to establish and maintain your own internal policy to deprive me of public services and the ability to communicate with staff, thereby condoning Mr. Foote's harassment when I made an inquiry of one of his crew. Additionally, Mr. Foote was in violation of EDC Personnel Policies described in #10 below.

There is no legitimate argument to support the claim that oath takers, such as you, are not required to respond to correspondence or other public inquiries, which, in this case, act as petitions for redress of grievances, stating complaints, charges, and claims made against them by Citizens injured by their actions. *See: U.S. v. Tweel, cited above.*

All American Citizens, can expect, and have the Right and duty to demand, that you and other government officers uphold their oaths to the Constitution(s) and abide by all constitutionally imposed mandates of their oaths. This is an un-enumerated Right guaranteed in the Ninth Amendment, which I hereby claim and exercise.

- 3.) There are numerous outstanding Public Record Act Requests for information that you, Rafael Martinez, failed to respond to per Government Code Section 6250 et seq., especially those pertaining to the Mt. Murphy Bridge, grant funding, road maintenance, and defective road repairs. Additionally, DOT deceptively applied incorrect PRA numbers. (See Exhibits A and B attached hereto, incorporated herein as if fully set forth in this Affidavit/Declaration, and marked Exhibits A and B.)

Communication is a two-way street. You are aware that former CAO Don Ashton ordered IT to block/censor my emails except those addressed to department heads, the Board of Supervisors, and County Counsel. Apparently, the directive was also given to staff to not even acknowledge email read/receipts or return my phone calls.

Of particular concern is the fact you colluded with county staff to unlawfully deprive me of public information requested via California Public Record Act requests. Your failure to acknowledge my correspondence deprived me of public information and public services necessary to assist my efforts for redress of grievances. These are all lawful actions on my part that fall under the protections of the First Amendment. Thus, Supervisors Turnboo and Parlin, HR Director Joseph Carruesco, CAO Tiffany Schmid, and Chief Counsel David Livingston are also complicit and liable for any and all harm they have inflicted upon me and my inherent, constitutionally secured rights by their failure to take remedial action against you, to wit:

"Personal involvement in deprivation of constitutional rights is prerequisite to award of damages, but defendant may be personally involved in constitutional deprivation by direct participation, failure to remedy wrongs after learning about it, creation of a policy or custom under which unconstitutional practices occur or gross negligence in managing subordinates who cause violation." (Gallegos v. Haggerty, N.D. of New York, 689 F. Supp. 93 (1988). [Emphasis added])

When any public official, such as you, has knowledge of wrongdoing but fails to remediate the situation, that public official aids, abets and commits misprision of crime, thus is personally liable. As stated above, the First Amendment guarantees the Right of free speech and the Right to petition government for redress of grievances which the oath taker, pursuant to his oath, is mandated to uphold. By refusing to respond honestly and transparently to my Public Record Act Requests and other public inquiries, you failed this requirement; thus, you violated two provisions of the First Amendment, my inherent rights secured therein, the Public Trust, and perjured your oaths of office.

- 4.) Transparency and accountability play important roles in the county budgeting process. At present EDC has a 2025 budget deficit between 15-20 million dollars. You were cognizant of the DOT Grand Jury complaint and the Public Record Act requests that I submitted into the public record during the April 29, 2025 Board of Supervisors meeting pertaining to Mt. Murphy Road Bridge and other DOT malfeasance. (Refer to Exhibits A and B)

The original cost of the Mt. Murphy Bridge CIP was initially projected to cost \$12M. As noted in Exhibit A, I specifically requested an explanation from you as to why the Mt. Murphy Bridge CIP jumped from the initial \$12 million to \$28 million, and then DOT projected the CIP to now cost \$39 million. I also inquired about the disparity in the documents pertaining to the \$3.175 million in grant funds expended prior to FY 2023/24, but I never received a reply from either you or auditor Joe Harn. (Refer to Exhibit A)

You were repeatedly reminded that if you are unwilling to provide the requested PRA information, then auditor Joe Harn should, theoretically, be willing and able to assist in accounting for the grants and expenditures on this Capital Improvement Project. However, you and Mr. Harn, as well as Supervisor Lori Parlin, refused to reply to any of my inquiries and Public Record Act requests for information as required by law.

Coincidentally, Joe Harn was the guest speaker during the May 12, 2025 Taxpayers Association meeting, when another constituent inquired about grants and fund expenditures. In the presence of about 20 witnesses, Mr. Harn responded by admitting, "*No, there is no grant oversight.*"

In another example of your fiduciary malfeasance, you received numerous photos and correspondence pertaining to the defective double chip seal applied to Mt. Murphy Road by American Pavement Systems (APS) in July 2024. In your 7/30/24 email you falsely asserted, "*The life expectancy of a **standard** chip seal surface treatment over an **asphalt** road is 5 to 10 years.*" For years previously you claimed Mt. Murphy Road is dirt and gravel, and now suddenly you refer to it as an asphalt road. We have gone round and round this mountain before about the improper DOT annual maintenance and systematic destruction of the road causing health and safety concerns to local residents. Despite numerous phone calls and emails apprising you that APS failed to perform the work according to their contract, you failed to respond or give APS notification to "cure and correct" the obviously defective workmanship.

On Monday July 22, American Pavement Systems Project Superintendent, Kyle Wengel, informed me that the job was now completed. However, only a very thin layer of gravel was applied to the road, leaving large 3-foot-wide segments on either side of the **one-lane road** totally untreated. My surveillance videos and numerous photos proved beyond a shadow of a doubt that the double chip seal was NOT properly applied by APS to Mt. Murphy Road, resulting in a total waste of taxpayers' resources. My July 25, 2024 correspondence to you and accompanying photos made it abundantly evident that APS failed to comply with their contract workmanship standards which resulted in several road surface failures only one month later.

Accordingly, I notified you of the DEFECTIVE workmanship to Mt. Murphy Road and requested DOT to "cure and correct" the road at no cost to the County as per the below one-year Warranty/Guarantee, but you have failed to hold APS to their contract:

44. Guarantee

Final Guarantee: Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of Acceptance of the Work that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

Rather than replying to my correspondence and giving APS "notice of observed *defects* due to faulty materials or *workmanship with reasonable promptness*", you once again made excuses, false statements, and failed to respond truthfully to my Public Record Act requests for information as required per Government Code § 6250 et seq.

As you are aware, I personally contacted the APS Vice President Dave Pimley and apprised him of the defective workmanship covered by the APS Guarantee which must be "cured and corrected" at no cost to El Dorado County. (See Exhibit C attached hereto, incorporated herein as if fully set forth in this Affidavit/Declaration, and marked Exhibit C.)

Additionally, the 48-page APS Contract signed by Supervisor Parlin included other DOT projects within EDC, but you deceptively avoided complying with the law by claiming those inspection reports "*are not available.*" Pursuant to §6253.1 of the CA Public Records Act, **"the agency (DOT) must provide assistance** by helping to identify records and information relevant to the request and **suggesting ways to overcome any practical basis for denying access."** You have still failed to respond or produce those records as required by law, so it is reasonable to presume that no inspection reports were ever completed by DOT.

There is also the matter of APS Project Superintendent Kyle Wengel attempting to sell me eight tons of gravel that should have been applied to Mt. Murphy Road last August--***labor and material that my tax dollars already paid for***--so I had no intention of paying for them a second time. Although I am grateful for the free 8 tons of gravel that APS delivered to my

driveway, you are fully cognizant that such fraudulent practices are unlawful. (Refer to Exhibit C)

Despite multiple notifications of your fiduciary and legal responsibilities, you have arrogantly continued to abuse the public trust by making excuses, obfuscations and deliberate falsifications, deprived me of my due process rights, and violated the law as well as your oaths to support and defend the state and national constitutions.

The fiduciary responsibilities of a public officer cannot be less than those of a private individual. You've been made aware of numerous unlawful practices within DOT, including falsification and/or withholding of records, yet you have failed to take any corrective action. In so doing you've aided and abetted the perpetuation of government fraud, and are therefore culpable, complicit, and liable for the deprivation of my constitutionally secured rights to due process. See *United States v. Dial*, 757 R2d 163, 168 (7th Cir 1985) includes the deliberate concealment of material information in a setting of fiduciary obligation. [Supra] See also USC Title 18, § 2071 – Concealment, removal, or mutilation generally.

- 5.) By not responding to my correspondence, you, the oath taker, denies the Citizen remedy, thus, denies the Citizen constitutional due process of law, as stated within the Bill of Rights. There is no legitimate argument to support the claim that oath takers, such as you, are not required to respond to correspondence or other public inquiries, which, in this case, act as petitions for redress of grievances, stating complaints, charges and claims made against them by Citizens injured by their actions.

Pursuant to your oaths, as described above and in the previous referenced correspondence, by your own unlawful actions you have violated, restricted, and denied my inherent constitutionally guaranteed rights and due process of law.

All American Citizens can expect, and have the Right and duty to demand, that you and other government officers uphold their oaths to the Constitution(s) and abide by all constitutionally imposed mandates of their oaths. This is an un-enumerated Right guaranteed in the Ninth Amendment, which I hereby claim and exercise. Since you have failed to respond to any of my correspondence to you, you have rebutted none of my claims and charges made against you in those correspondences. Therefore, you tacitly admit to all of them, fully binding upon you in any court, without your protest or objection, and that of those who represent you.

- 6.) Mr. Martinez, you've established an unsavory reputation for DOT by making false statements on multiple occasions and in the presence of several witnesses. People who aren't truthful are called liars, and your dishonesty is grounds for dismissal (See below item #10, Sections 301 through 309.4.1, and Sections 1502 through 1503.1). The aforementioned statement that you made about the non-existent "*DOT employee policy not to talk to constituents*" is a prime example. Such a statement was clear testimony to the fact of your abysmal failure to understand local, state, and federal law and your duties thereunder, and to the fact that, by your actions committed against me, you acted in collusion and conspiracy with the corrupt public officers of El Dorado County to

ignore, avoid, and cover up their criminal unconstitutional actions committed against me. In so doing, you acted in misprision of the crimes I reported to you and the Board of Supervisors.

When a public officer, such as you, fails to act and correct the matter reported to him, then he condones, aids, and abets criminal actions, and further, colludes and conspires to deprive me and other Citizens of their inherent rights guaranteed in the Constitutions, as a custom, practice and usual business operation of his office and the jurisdiction for which he works, thus he undermines the public's trust in the government. This constitutes treason by the entire jurisdiction against the Citizens and in the instant case, me,, and based upon the actions taken and what exists on the public record, it is impossible for any public officer to defend himself against treason committed. See: 18 USC § 241 - *Conspiracy Against Rights*, and 242 - *Deprivation of Rights Under Color of Law*. See also: *Cooper v. Aaron*, 358 U.S. 1, 78 S. Ct. 1401 (1958) - "No state legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it."

Once again, your discriminatory and retaliatory actions for whistleblowing egregiously harmed me by conspiring with county staff to suppress my inherent right of free speech, preventing and/or restricting my access to government employees, and depriving me of public information or public services necessary to assist my efforts for redress of grievances—all lawful actions on my part that fall under the protections of the First Amendment. See *Miller v. U.S.*, 230 F.2d. 486,489 "The claim and exercise of a Constitutional right cannot be converted into a crime."

- 7.) The First Amendment guarantees the freedom of the people to express their thoughts and to bring their grievances to their government(s) for proper redress. There can be no lawful limitation on the rights of the people, and the First Amendment makes this very clear. Your actions were fraudulent and obstructionist and were clearly in violation of your Constitutional oaths of office. The oaths taken by public servants are not mere formalities, but sacred bonds given in exchange for the Public Trust. The American government, whether local, state, or federal, is required to deal lawfully with me as a Citizen. You violated all of these Constitutional provisions and therefore perjured your oath, acted without Constitutional authority, committed fraud and acted criminally, recklessly, and maliciously against me.

As stated previously, the public is entitled to honest services. My claims, statements, and averments also pertain to your failure to provide honest public services, pursuant to your oaths. Any enterprise undertaken by any public official, such as you have done in collusion with county staff, which tends to weaken public confidence and undermines the sense of security for individual rights, is against all public policy, to wit:

"The Oath of Office is a quid pro quo contract in which clerks, officials, or officers of the government pledge to perform in return for substance (wages, perks, benefits). Proponents are subjected to the penalties and remedies for Breach of Contract, conspiracy under Title 28 U.S.C., Title 18 Sections 241, and 242, treason under the Constitution at Article 3, Section 3, and intrinsic fraud..."

All actions by public employees conducted in the performance of their official duties either support and defend the national and state Constitutions, or oppose and violate them. It is my Right and duty to demand that you and other government officials uphold their oaths to the Constitution(s) and abide by all constitutionally imposed mandates of their oaths. This is an un-enumerated Right guaranteed in the Ninth Amendment, which I hereby claim and exercise.

- 8.) During the audio recorded May 18, 2019 Taxpayer Association meeting when you and Fire Chief Ogan were the guest speakers, I asked you about the availability of grant funds. Inquiring minds specifically wanted to know where the Mt. Murphy Bridge grant funds disappeared, but you took great pains to avoid answering me.

Chief Ogan agreed Mt. Murphy Road and ditches are in desperate need of improvements and long overdue for repairs. In most places there is insufficient egress for emergency equipment and evacuees to pass or pull out in the event of another arson fire. However, for decades, DOT and District #4 supervisors have worked in tandem to avoid residents' concerns about the lack of an evacuation plan for residents on the northeast side of the Mt. Murphy bridge. This road bears heavy traffic due to visitors to the Marshall Gold Discovery State Historic Park, and especially the Coloma Resort, which creates a dangerous bottleneck at the bridge in the event of an emergency. Instead of responding to citizen safety concerns during public meetings, you have perpetually kicked the "public safety can" down Mt. Murphy Road.

In another example, you made several false statements concerning Mt. Murphy Road during the April 28, 2025 meeting of the Taxpayers Association when you brought four of your staff members with you for a Power Point dog-and-pony show. Coincidentally, your presentation was subsequent to the recent 2025 Grand Jury report blasting DOT, "*Where the Rubber Meets the Road.*" Apparently, your same deceptions will be presented during the 5/20/25 Board of Supervisors meeting.

As a trustee of the people, you have demonstrated a gross disrespect for the citizens of this county and avoided transparency and accountability for public funds, to wit:

Note 63C Am. Jur.2d, Public Officers and Employees §247: "As expressed otherwise, the powers delegated to a public officer are held in trust for the people and are to be exercised on behalf of the government or of all citizens who may need the intervention of the officer. Furthermore the view has been expressed that all public officers within whatever branch and whatever level of government, and whatever be their private vocations, are trustees of the people, and accordingly labor under every disability and prohibition imposed by law upon trustees relative to the making of personal financial gain from a discharge of their trusts. That is, a public officer occupies a fiduciary relationship to the political entity on whose behalf he or she serves and owes a fiduciary duty to the public."

Every citizen has a moral and civic duty to oppose and expose all unconstitutional actions of any public employee. The constitutional mandates upon you and all other public officials are quite specific. You must uphold the Constitution over any lesser "law" and anything that opposes the Constitution in any way. Pursuant to oaths taken, there is no discretion whatsoever for you to do

otherwise, yet you, Rafael Martinez, have consistently been deceptive, abused the public trust, and harmed me and my inherent secured rights. Refer to *U.S. v. Tweel*, 550 F. 2d. 297, 299, 300 (1977) - "Silence can only be equated with fraud when there is a legal and moral duty to speak or when an inquiry left unanswered would be intentionally misleading." [Supra]

- 9.) No public officer, including you, has the constitutional authority to oppose, deny, defy, violate and disparage the very documents to which he or she swore or affirmed his or her oath. This key federal criminal statute, cited herein, makes it unlawful for anyone acting with authority to deprive or conspire to deprive another person of any right protected by the Constitution or laws of the United States. See *USC 18 § 241 and USC 18 § 242, Conspiracy Against Rights and Deprivation of Rights Under Color of Law*. [Supra], respectively.

The requirements of *Tweel*, cited above, are incumbent upon you in both your personal and professional capacities, pursuant to the oath under which you hold and exercise the limited duties of your position. Fraud is a crime, and when fraud is committed by public officers, pursuant to their oaths, it is a Constitutional crime of treason and sedition.

As previously stated, the First Amendment guarantees the Right of free speech and the Right to petition government for redress of grievances, which the oath taker, pursuant to his oath is mandated to uphold. You failed this requirement by failing to respond in kind to and/or rebut my lawful notices to you; thus, you violated two provisions of the First Amendment, my constitutionally guaranteed rights secured therein, the Public Trust, and perjured your oaths of office.

- 10.) By your refusal to provide public services and abysmal failure to respond to my phone and email inquiries you extended absolutely no due process of law whatsoever to me, and by your unconstitutional actions, as described herein, you harmed me in direct violation of your oaths. Your repeated violations of EDC Good Governance, Ethics, and Personnel Policies, and discriminatory actions against me, a retired law-abiding American Citizen and third generation evangelical dwelling in El Dorado County, are a direct assault upon my due process rights secured by the First Amendment, to wit:

301. CODE OF ETHICS - The County has adopted a Code of Ethics to guide County officers and employees in the performance of their duties. The Code of Ethics, in effect as of the date of adoption of these Rules, reads as follows:

- (f) Treat all individuals encountered in the performance of your duties in a respectful, courteous, and professional manner.
- (i) Faithfully comply with all laws and regulations applicable to the County and **impartially** apply them to everyone.
- (j) Promote the public interest through a **responsive application of public duties**.
- (k) Demonstrate the highest standards of personal integrity, **truthfulness, and honesty** in all public activities.

(l) Uphold these principles being ever conscious that public office is a **public trust**.

302. RESPONSIBILITIES OF PUBLIC SERVICE - County officers and employees serve for the benefit of the public. **They shall uphold and adhere to the Constitution of the United States, the Constitution of the State of California, and the El Dorado County Charter, as well as all County rules, regulations, and policies, and shall carry out impartially the laws of the nation, state, and County. In their official acts, they shall faithfully discharge their duties, recognizing that the public interest is paramount. All County officers and employees must demonstrate the highest standards of morality and ethics consistent with the requirements of their positions and consistent with the law.**

303. DEDICATED SERVICE - County officers and employees shall adhere to work rules and performance standards established for their positions. The County requires all County officers and employees to be courteous and considerate, **to be accurate and truthful in statement**, and to exercise sound judgment in the performance of their work.

305. NON-DISCRIMINATION IN DELIVERY OF SERVICES - In the course of their employment, no County officer or employee shall grant any special consideration, treatment, or advantage to any person beyond what is available to every other person in similar circumstances.

308. POLITICAL ACTIVITY - **In the performance of official duties, all County officers and employees shall support County governmental policies and objectives established by the Board of Supervisors or by an appointing authority, as well as County programs developed to attain these policies and objectives.** Outside of official duties, County officers and employees may express otherwise lawful opinions on all political subjects while off duty, without recourse against them, **unless** the employee is in a sensitive or policy-making position in a department where speech and political activities may have an **adverse effect on working relationships or the efficient operation of the department**. Under these unique circumstances, the law authorizes limiting First Amendment rights as a requirement for the job, and employees may be subject to adverse consequences for engaging in such activities.

309.4.1 INVESTIGATION OF COMPLAINTS - The appointing authority, Director, and/or the Personnel Review Committee will be responsible for determining whether a complaint of abusive conduct should be addressed under this Rule 309 or the Board of Supervisors Policy E-5, **Policy Prohibiting Discrimination, Harassment, and Retaliation**, and Reporting and Complaint Procedures. The results of the investigation (i.e., whether the evidence establishes a violation of this Rule 309, but not the nature of any discipline) **shall be disclosed to the complainant and the accused employee(s)**. If, in its sole discretion, the County determines that abusive conduct occurred, the appointing authority shall **take prompt and effective remedial action commensurate with the severity of the offense(s) which may include coaching, mediation,**

counseling intervention, other required training for the employee(s) determined to have violated this Rule 309, **and/or disciplinary action up to and including employment termination.**

1502. CONDUCT - All County employees are expected to **render the best possible service that will reflect credit upon the County.** The highest standard of conduct is essential to the proper operation of the County service. The County has the right and authority to establish work standards for all officers and employees. **Any officer or employee may be dismissed, suspended, or reduced in rank or compensation for cause.**

1503.1 DISCIPLINE - The appointing authority may **suspend without pay, reduce in pay, demote, or dismiss** any employee who has attained post-probationary status for reasonable cause, including but not limited to:

(d) **On-duty or off-duty conduct, including, without limitation, crimes that do not fall within paragraph (c) above, that**

(i) **tends to bring the County service into disrepute, or**

(ii) **is a direct hindrance to the effective performance of County functions;**

(k) **Violation of any of the provisions of applicable law, regulation, these Rules, or County policies;**

(p) **Dishonesty or theft;**

(q) **Violation of the County's Code of Ethics;**

(t) **Discourteous treatment of the public; County of El Dorado Personnel Rules Adopted: February 26, 2019 15-3**

(w) **Unlawful harassment, unlawful discrimination, or retaliation against another employee, an applicant for employment, or anyone using County services;**

(x) **Any other conduct of equal gravity with the above.**

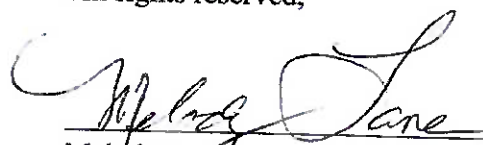
As stated previously, you, Rafael Martinez, egregiously deprived me honest public services and my rights to due process secured in the First Amendment to seek redress of grievances which are violations of all the above forementioned EDC Good Governance, Ethics, and Personnel policies. In so doing, you stepped outside of your *limited delegated authority* and acted as a renegade, thus, you cannot be lawfully protected by the jurisdiction for which you work. Should that jurisdiction do so, then that jurisdiction acts in direct violation and **opposition** to the state and national Constitutions, by unlawfully ignoring and/or condoning and exonerating unconstitutional, unlawful actions committed by its staff members, as the ordinary, usual, routine unlawful custom, practice and unwritten policy of that jurisdiction. If the jurisdiction so acts and protects you, then the jurisdiction admits that it is a criminal, treasonous body, acting in sedition and insurrection to the Constitutions and to the people. Refer to: *USGC Title 18, Sections 241 and 242 [Supra]*. See also: *Cooper v. Aaron, 358 U.S. 1, 78 S. Ct. 1401 (1958)* – “No state legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it.”[*Supra*]

Lawful notification has been provided to you stating that if you, Rafael Martinez, do not rebut the statements, charges and averments made in this Affidavit/Declaration, then you tacitly agree with and admit to them. Pursuant to that lawful notification, if you disagree with anything stated under oath in this Affidavit/Declaration of Truth, then rebut to me that with which you disagree, with particularity, within fifteen (15) days of receipt thereof, by means of **your own written, sworn, notarized affidavit of truth, based on specific, true, relevant fact and valid law** to support your disagreement, attesting to your rebuttal and supportive positions, as valid and lawful, under the pains and penalties of perjury under the laws of the United States of America and this state of California.

An unrebutted affidavit stands as truth and fact before any court. Your failure to respond, as stipulated, is your tacit agreement with and admission to the fact that everything in this Affidavit/Declaration of Truth is true, correct, legal, lawful, and is your irrevocable admission attesting to this, fully binding upon you in any court of law in America, without your protest, objection and that of those who represent you.

Affiant further sayeth naught.

All rights reserved,



Melody Lane
Founder, Compass2Truth
P.O. Box 598
Coloma, CA 95613

See Attachment

5/19/25
Date

(See attached California Notarization)

Attachments: Exhibit A – Mt. Murphy Bridge Grants/Expenditures PRA #P007644-021425
Exhibit B – American Pavement Systems PRA #P007845-042525
Exhibit C – American Pavement Systems VP David Pimley

CC: Dist. #1 Supervisor Greg Ferrero
Dist. # 2 Supervisor George Turnboo
Dist. # 3 Supervisor Brian Veerkamp
Dist. #4 Supervisor Lori Parlin
Dist. # 5 Supervisor Brooke Laine

EDC Auditor Joe Harn
CAO Tiffany Schmid
HR Director, Joseph Carruesco
Media and other interested parties

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA }

County of El Dorado }

Subscribed and sworn to (or affirmed) before me on this 17 day of May, 2025 by Melody Lane

proved to me on the basis of satisfactory evidence to be the person~~s~~ who appeared before me.

Colleen Howell

Notary Public Signature



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional Information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed
- Print the name(s) of the document signer(s) who personally appear at the time of notarization
- Signature of the notary public must match the signature on file with the office of the county clerk
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form
- Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date
- Securely attach this document to the signed document with a staple

From: melody.lane@reagan.com <melody.lane@reagan.com>

Sent: Tuesday, May 13, 2025 4:48 PM

To: 'El Dorado County Public Records Center' <eldoradocountyca@mycusthelp.net>; 'Shanann A. Findley' <shanann.findley@edcgov.us>; rafael.martinez@edcgov.us; 'Lori Parlin' <lori.parlin@edcgov.us>; Joe Harn (joe.harn@edcgov.us) <joe.harn@edcgov.us>

Cc: 'David A Livingston' <david.livingston@edcgov.us>; 'bosfive@edcgov.us' <bosfive@edcgov.us>; bosfour (bosfour@edcgov.us) <bosfour@edcgov.us>; 'bosone@edcgov.us' <bosone@edcgov.us>; 'bosthree@edcgov.us' <bosthree@edcgov.us>; 'bostwo@edcgov.us' <bostwo@edcgov.us>

Subject: RE: Public Records Request :: P007693-031025 - should be P007644-021425 and P007662-042425

Rafael, et al,

Please refer to the attached PRA #P007644-021425 pertaining to the Mt. Murphy Bridge Grants and Expenditures that I resubmitted on 4/24/25. **I have not yet received your reply or even an acknowledgement that you received my email message.**

Also refer to the attached correspondence which DOT mistakenly identifies as PRA #P007693-031025. **I never submitted a PRA on March 10, 2025 so your records are in error. Additionally, the links that Ms. Findley submitted failed to provide the specific information requested in my attached PRA #P007644-021425.**

Once again I will attempt to clarify my PRA request #P007644-021425 for all Mt. Murphy Bridge grant documents and an accounting of grant expenditures be emailed directly to me: melody.lane@reagan.com. I do not wish to receive links to government obfuscations. Pursuant to §6253.1 of the CA Public Records Act, **the agency (DOT) must provide assistance** by helping to identify records and information relevant to the request and **suggesting ways to overcome any practical basis for denying access.**

To reiterate, I expect to receive **each of the actual GRANT DOCUMENTS** going all the way back to the inception of the Mt. Murphy Bridge Replacement CIP, which I believe was around 2012-2013 while I was a member of the Stakeholders Committee. The grants being applied for were a major topic of our meetings. This information is necessary in order that the grants may be examined to determine if the expenditures actually comply with **statutory, regulatory, and policy limitations/requirements** as outlined in **Chapter 6 of the Highway Bridge Program:**

Furthermore, you failed to provide DETAILED grant expenditures for the years PRIOR to FY 2023/24. Clearly there were significant expenditures prior to those years:

A detailed accounting of all grant expenditures from inception of the CIP to present is necessary to determine whether these funds are being properly applied to the CIP or perhaps laundered elsewhere.

Accountability plays an important role in the county budgeting process. At present EDC has a \$15-20M budget deficit. Therefore, I would also appreciate an explanation as to **why the Mt. Murphy Bridge CIP jumped from \$28M to \$39M??? Where exactly is that extra \$11M coming from???**

If Mr. Martinez is unable to provide the requested information, then auditor Joe Harn should, theoretically, be willing and able to assist in accounting for the expenditures on this CIP.

If there is anything you still do not understand about this PRA, then please contact me immediately. I look forward to your prompt attention to this matter.

EXHIBIT A

Melody Lane

Founder – Compass2Truth

From: El Dorado County Public Records Center <eladoradocountyca@mycusthelp.net>

Sent: Friday, May 2, 2025 3:45 PM

To: melody.lane@reagan.com

Subject: Public Records Request :: P007693-031025

--- Please respond above this line ---

Dear Melody Lane,

Pursuant to Government Code section 7922.525, et seq., I am writing in response to your Public Records Act ("PRA") request, received on April 24, 2025, regarding the Mt. Murphy Bridge Replacement CIP project.

Please note that all public record requests are limited only to records maintained in the normal course of business by the County and records that are within the County's custody, control, and access. Please also note that we will not produce records that are privileged or otherwise exempt from disclosure pursuant to State and Federal laws, including exemptions identified in Government Code section 7923.600, et seq., and additional exemptions specifically incorporated under Government Code section 7927.705. This includes documents pertaining to pending litigation or claims, and documents protected by the attorney-client privilege, attorney work product, and official information privileges.

After a review, the County has determined that **it has additional non-exempt records** which are responsive to your request. You can access these records by [Public Record Center](#) or the following FTP site: <https://sftp2.edcgov.us/public/folder/kmhx4v1nq0my6e9lopegxq/kmhx4v1nq0my6e9lopegxq>.

- **Request #1:** "Actual GRANT DOCUMENTS going all the way back to the inception of the Mt. Murphy Bridge Replacement CIP..."
 - Response #1: All copies of the E-76 (Electronic Authorization to Proceed), Finance Letters, and Program Supplement Agreements (PSA) for all authorized phases of the project are attached. The PSA is the agreement between the Department of Transportation and California Department of Transportation (Caltrans) for the utilization of federal funding from the Federal Highway Administration (FHWA). The project is 100% funded by the Highway Bridge Program (HBP) and there are no other grants currently being expended on this project.
- **Request #2:** You asked for, "A detailed accounting of all grant expenditures from inception of the CIP to present..."
 - Response #2: Copies of all invoices submitted to Caltrans for reimbursement on expenditures for the project are provided from the project's inception in 2011 to present.

For records released today, you may access the records by visiting the El Dorado County Public Record Center at the following link: [Public Record Center](#) or the following FTP site: <https://sftp2.edcgov.us/public/folder/kmhx4v1nq0my6e9lopegxq/kmhx4v1nq0my6e9lopegxq>. If you have any trouble accessing records, or concerns about information withheld, please contact my office as described below so that we can help resolve the problem. I am happy to assess your feedback. You can reach me at dotengineering@edcgov.us or (530) 621-5900, select option 3 for engineering.

Sincerely,

EXHIBIT A

Shanann Findley
Sr. Administrative Analyst

From: melody.lane@reagan.com <melody.lane@reagan.com>

Sent: Thursday, April 24, 2025 3:38 PM

To: 'El Dorado County Public Records Center' <eldoradocountyca@mycusthelp.net>; 'Shanann A. Findley' <shanann.findley@edcgov.us>; rafael.martinez@edcgov.us; 'john.kahling@edcgov.us' <john.kahling@edcgov.us>; Joe Harn (joe.harn@edcgov.us) <joe.harn@edcgov.us>; 'George Turnboo' <George.Turnboo@edcgov.us>

Cc: 'David A Livingston' <david.livingston@edcgov.us>; 'Lori Parlin' <lori.parlin@edcgov.us>; 'contact@edcgrandjury.com' <contact@edcgrandjury.com>; 'bosfive@edcgov.us' <bosfive@edcgov.us>; bosfour (bosfour@edcgov.us) <bosfour@edcgov.us>; 'bosone@edcgov.us' <bosone@edcgov.us>; 'bosthree@edcgov.us' <bosthree@edcgov.us>; 'bostwo@edcgov.us' <bostwo@edcgov.us>

Subject: RE: Public Records Request :: P007693-031025

Rafael, et al,

The links that you Ms. Findley submitted failed to provide the specific information requested in this PRA.

Once again I will attempt to clarify:

I expect to receive **each of the actual GRANT DOCUMENTS** going all the way back to the inception of the Mt. Murphy Bridge Replacement CIP, which I believe was around 2012-2013. This information is necessary in order that the grants may be examined to determine if the expenditures actually comply with **statutory, regulatory, and policy limitations/requirements** as outlined in **Chapter 6 of the Highway Bridge Program**:

The HBP has many statutory, regulatory, and policy limitations on how funds can be utilized on bridge projects. The purpose of these rules is to ensure that federal funds are dedicated to solving bridge structural safety problems. Since LPAs are financially accountable for meeting these requirements, it is essential that LPA decision-makers understand these guidelines.

The intent of the HBP is to remove structural deficiencies from existing local highway bridges to keep the traveling public safe. The HBP goal is to keep local highway bridges in good condition through a preventive maintenance program and to fix bridges that are in fair condition. A bridge that is in poor condition must utilize the most cost-effective and prudent solution to improve its condition from poor to fair or good.

Furthermore, you failed to provide DETAILED grant expenditures for the years PRIOR to FY 2023/24.

EXHIBIT A

All Figures in Thousands									
Expenditures	Prior FY*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29-32/33	FY 33/34-42/43	Total
Plan/Env Consultant	1,644								1,644
Plan/Env DOT Staff	1,056								1,056
Design Consultant	303	800	300						1,403
Developer Advanced Design									
Design DOT Staff	138	150	150						438
ROW Acquisition		140	100						240
ROW Utility Relocation									
ROW Consultant	10	30							40
ROW DOT Staff	20	30	10						60
Const. Eng. Consultant			500	550	375				1,425
Const. Eng. Staff			500	550	375				1,425
Construction			7,500	8,000	5,000				20,500
Developer Suit									
Environmental Mitig. Monitor Consult.									
Environmental Mitig. Monitor Staff	1								1
Totals	3,173	1,150	9,060	9,100	5,750				28,233

A detailed accounting of all grant expenditures from inception of the CIP to present is necessary to determine whether these funds are being properly applied to the CIP or perhaps laundered elsewhere.

Accountability plays an important role in the county budgeting process. At present EDC has a \$20M deficit. Therefore, **I would also appreciate an explanation as to why the Mt. Murphy Bridge CIP jumped from \$28M to \$39M??? Where exactly is that extra \$11M coming from???**

If Mr. Martinez is unable to provide the requested information, then auditor Joe Harn should, theoretically, be willing and able to assist in accounting for the expenditures on this CIP.

If there is anything you still do not understand about this PRA, then please contact me immediately. I look forward to your prompt attention to this matter.

Melody Lane

Founder – Compass2Truth

From: El Dorado County Public Records Center <eldoradocountyca@mycusthelp.net>

Sent: Friday, March 21, 2025 2:38 PM

To: melody.lane@reagan.com

Subject: Public Records Request :: P007693-031025

--- Please respond above this line ---

Dear Melody Lane,

Pursuant to Government Code section 7922.525, et seq., I am writing in response to your Public Records Act ("PRA") request, received on March 10, 2025, regarding the Mt. Murphy Bridge Replacement CIP project.

EXHIBIT A

Please note that all public record requests are limited only to records maintained in the normal course of business by the County and records that are within the County's custody, control, and access. Please also note that we will not produce records that are privileged or otherwise exempt from disclosure pursuant to State and Federal laws, including exemptions identified in Government Code section 7923.600, et seq., and additional exemptions specifically incorporated under Government Code section 7927.705. This includes documents pertaining to pending litigation or claims, and documents protected by the attorney-client privilege, attorney work product, and official information privileges.

After a review, the County has determined that it has **additional non-exempt records** which are responsive to your request and to provide clarifying information to the items already provided. You can access these records by [Public Record Center](#).

- **Request #1:** You asked for, "Documentation identifying all government grants associated with the Mt. Murphy Bridge Replacement CIP since the date of its inception. Each individual grant must indicate the total amount of the grant and applied expenditures, as well as the time frame that the funds are to be utilized on the grant before they expire."
 - Response #1: A copy of the current Capital Improvement Program (CIP) book pages from the June 2024 CIP for the Mount Murphy Road at South Fork American River – Bridge Replacement project was previously provided. These pages list all grant funds on the project which is the Highway Bridge Program (HBP) as 100% funding for the project. It also includes the amount of the grant funds and their estimated timeline for use. All CIP books can be found on our website here: <https://www.eldoradocounty.ca.gov/Land-Use/County-Projects/CIP-TIF-Program/Capital-Improvement-Program>. The Mt. Murphy Bridge 2025 CIP Spreadsheet that was previously provided shows the actual amount spent through June 2024 ("actual"), estimated budgets for Fiscal Year 2024/2025, and estimated budgets for the remaining fiscal years of the project through 2027/2028. The HBP timelines for funds to be utilized can be explained and found here: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapg/g06.pdf>. A copy of the E-76 (Electronic Authorization to Proceed) is provided. This document shows the amount of grant funding currently authorized for the project. There are no grant forfeitures.
- **Request #2:** You asked for, "What expenditures, if any, apply to the necessary maintenance/repairs to the 1.5 miles of Mt. Murphy Road bordering the Marshall Gold Discovery Park."
 - Response #2: No HBP funds were spent on the maintenance/repairs to the 1.5 miles of Mt. Murphy Road bordering the Marshall Gold Discovery Park. The information for that project was provided to you under PRA #P007109-073024.
- **Request #3:** You asked for, "Staff correspondence and documents identifying the person responsible for the January 2025 accident that closed down the Mt. Murphy Bridge for two weeks, and the agency responsible for the repairs to the bridge."
 - Response #3: These documents have already been provided under PRA #P007662-022425.

For records released today, you may access the records by visiting the El Dorado County Public Record Center at the following link: [Public Record Center](#). If you have any trouble accessing records, or concerns about information withheld, please contact my office as described below so that we can help resolve the problem. I am happy to assess your feedback. You can reach me at dotengineering@edcgov.us or (530) 621-5900, select option 3 for engineering.

Sincerely,
Shanann Findley
Sr. Administrative Analyst

EXHIBIT A

From: melody.lane@reagan.com <melody.lane@reagan.com>
Sent: Tuesday, May 13, 2025 3:21 PM
To: 'Ashley A. Johnson' <ashley.johnson@edcgov.us>; rafael.martinez@edcgov.us; 'El Dorado County Public Records Center' <eldoradocountyca@mycusthelp.net>; 'Lori Parlin' <lori.parlin@edcgov.us>
Cc: 'David A Livingston' <david.livingston@edcgov.us>; 'contact@edcgrandjury.com' <contact@edcgrandjury.com>; 'dpimley@americanpavementsystems.com' <dpimley@americanpavementsystems.com>; 'bosfive@edcgov.us' <bosfive@edcgov.us>; bosfour (bosfour@edcgov.us) <bosfour@edcgov.us>; 'bosone@edcgov.us' <bosone@edcgov.us>; 'bosthree@edcgov.us' <bosthree@edcgov.us>; 'bostwo@edcgov.us' <bostwo@edcgov.us>
Subject: RE: Public Records Request #P007845-042525

Rafael, et al,

Your insufficient response to this PRA circumvented the specific requests and contains typical government doublespeak:

1. Any language deliberately constructed to disguise or distort its actual meaning, often by employing euphemism or ambiguity. Typically used by governments or large institutions.
2. Any language that pretends to communicate but actually does not.

Doublespeak is a term derived from George Orwell's novel Nineteen Eighty-Four, and it refers to intentional ambiguity, distortion, or inversion of words. It is often used by politicians, advertisers, and media to manipulate or deceive the public.

Note as well that I have previously requested a read/delivery receipt to all my email correspondence, but I have never received the courtesy of your acknowledgement from you or county staff.

Response #1 - My PRA did not request "daily inspection reports." It is standard operating procedure for the Quality Assurance Inspector to ensure that the COMPLETED project complies with the specifications found in the 48-page American Pavement Systems contract signed by Supervisor Lori Parlin. Rafael, you claimed the double chip seal applied last August to Mt. Murphy Road was expected to last "5-10 years". My initial correspondence with you and accompanying photos made it abundantly evident that APS failed to comply with their contract which resulted in the double chip seal failures just ONE MONTH later.

Furthermore, my surveillance videos prove beyond a shadow of a doubt that the double chip seal was improperly applied by APS to Mt. Murphy Road. Accordingly DOT and APS were notified of the DEFECTIVE workmanship and requested to "cure and correct" the road as per the below one-year Warranty/Guarantee:

44. **Guarantee**

Final Guarantee: Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of Acceptance of the Work that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

Response #2 - The 48-page APS Contract includes other DOT projects within EDC, but you claim these public records "are not available." Pursuant to §6253.1 of the CA Public Records Act, the agency (DOT) must
[Type here]

EXHIBIT B

provide assistance by helping to identify records and information relevant to the request and **suggesting ways to overcome any practical basis for denying access**. It begs the question: What is DOT trying to hide by avoiding a direct and lawful response to this specific request for information?

Response #3 – First for clarification, the entirety of Mt. Murphy Road has *always* been a hard-paved surface. The 1.5 mile section of the road was torn up, graded, and covered with dirt and gravel by DOT until 2006 when it was finally hard surfaced. Photographs I submitted to DOT of the chip seal failures due to August 2024 DEFECTIVE APS workmanship on Mt. Murphy Road clearly are far greater than the 1% you falsely indicated and certainly warranted contacting APS to cure and correct the obvious failures: *"The failures, affecting less than 1% of the dirt section of Mount Murphy, have been determined not to be the result of defective craftsmanship. Therefore, contact with the contractor was neither necessary nor warranted."* That's baloney and an abuse of the public trust.

Rafael, stop playing games. As you are aware, I've already contacted the **APS Vice President Dave Pimley** and apprised him of the defective workmanship. Your inappropriate reply still begs the questions pursuant to §6253.1 of the CA Public Records Act:

- 1) Which DOT staff inspector specifically determined the erroneous 1% figure, and
- 2) Why did DOT fail to contact APS to cure and correct the obviously DEFECTIVE workmanship covered by their aforementioned Warranty/Guarantee?

Response #4 – You remarked, *"...observed failures are due to subgrade issues or the traveling public taking corners too tightly. These issues are not the result of defects or poor workmanship by American Pavement Systems."* Rafael, that is another flat out lie.

You were apprised *immediately* after the APS completion of the double chip seal last August to Mt. Murphy Road when photos I submitted demonstrated numerous areas of defective workmanship and has only continued to deteriorate. **Refer to the attachment, in particular the 18-foot pavement failure in front of my property.** That is only a small sample. Your refusal to issue a work order to cure and correct the DEFECTIVE APS workmanship is an affront to the EDC citizens, more accurately, it is called *fraud*.

I repeat, when exactly will DOT see to it that the DEFECTIVE APS workmanship is "cured and corrected" at no charge to taxpayers as per the APS contract Warranty/Guarantee??

Sincerely,

Melody Lane

Founder – Compass2Truth

From: Ashley A. Johnson <ashley.johnson@edcgov.us>

Sent: Tuesday, April 29, 2025 4:10 PM

To: melody.lane@reagan.com

Subject: Public Records Request #P007845-042525

Dear Melody Lane,

Pursuant to California Government Code § 6253, I am writing in response to your Public Records Act ("PRA") request, received on April 25, 2025, regarding inspection reports, correspondence and work order with American Pavement Systems regarding the double chip seal on the dirt section of Mount Murphy. I am submitting this letter within the ten-day period for response set out in Government Code § 6253(c).

[Type here]

EXHIBIT B

After a review, the County has determined that it has **no non-exempt responsive records** which are responsive to your request.

We have evaluated the items in your PRA request. Please see the following specific responses:

- **Request #1:** You asked for, "The Inspection Report for the DEFECTIVE double chip seal applied in July 2024 by American Pavement Systems to Mt. Murphy Road. Please ensure that the identity of the DOT Quality Assurance Inspector for the project Inspection Report is clearly legible."
 - Response #1: The Transportation inspector for the Mount Murphy double chip seal project did not generate daily inspection reports. It is standard practice for inspectors to document reports when issues or failures are observed. However, no such issues or failures occurred during the course of the project.
- **Request #2:** You asked for, "Inspection Reports identifying all other El Dorado County paving projects covered by the 48-page American Pavement Systems contract signed by Supervisor Lori Parlin."
 - Response #2: Inspection reports are not available which would identify other projects completed under Contract #6634 with American Pavement Systems.
- **Request #3:** You asked for, "All correspondence between DOT staff and American Pavement Systems pertaining to notification of defective workmanship and their responsibility to "cure and correct" the defective double chip seal as per the APS contract. If no such correspondence exists, then please indicate immediately."
 - Response #3: The failures, affecting less than 1% of the dirt section of Mount Murphy, have been determined not to be the result of defective craftsmanship. Therefore, contact with the contractor was neither necessary nor warranted.
- **Request #4:** You asked for, "Please provide the work order with the specific time frame for American Pavement Systems, or any other agency identified, to "cure and correct" the defective double chip seal applied to Mt. Murphy Road. Such work order should also indicate the cost of the "cure and correct" project to be billed to American Pavement Systems at no cost to the County."
 - Response #4: The Department of Transportation has evaluated the roadway and determined that the observed failures are due to subgrade issues or the traveling public taking corners too tightly. These issues are not the result of defects or poor workmanship by American Pavement Systems. As such, a work order for repairs will not be issued. Instead, the necessary repairs will be completed internally by staff during the current construction season.

Please note that all public record requests are limited only to records maintained in the normal course of business by the County and records that are within the County's custody, control, and access. Please also note that we will not produce records that are privileged or otherwise exempt from disclosure pursuant to State and Federal laws, including exemptions identified in Gov. Code Section 6254, et seq., and additional exemptions specifically incorporated under Gov. Code Section 6254(k). This includes documents pertaining to pending litigation or claims, and documents protected by the attorney-client privilege, attorney work product, and official information privileges.

If you have any additional comments or clarifications, please contact my office at 530-642-4909.

Sincerely,

Ashley Johnson

Ashley Johnson
Sr. Administrative Analyst

County of El Dorado
Department of Transportation
Maintenance and Operations Division
2441 Headington Road
Placerville, CA 95667
[Type here]

EXHIBIT B

From: melody.lane@reagan.com <melody.lane@reagan.com>
Sent: Thursday, April 24, 2025 11:19 AM
To: 'dpimley@americanpavementsystems.com' <dpimley@americanpavementsystems.com>; 'kwengel@americanpavementsystems.com' <kwengel@americanpavementsystems.com>
Cc: rafael.martinez@edcgov.us; 'Lori Parlin' <lori.parlin@edcgov.us>; 'David A Livingston' <david.livingston@edcgov.us>; Tiffany Schmid (Tiffany.Schmid@edcgov.us) <Tiffany.Schmid@edcgov.us>; 'Grand Jury Complaints' <contact@edcgrandjury.com>; 'bosfive@edcgov.us' <bosfive@edcgov.us>; bosfour (bosfour@edcgov.us) <bosfour@edcgov.us>; 'bosone@edcgov.us' <bosone@edcgov.us>; 'bosthree@edcgov.us' <bosthree@edcgov.us>; 'bostwo@edcgov.us' <bostwo@edcgov.us>
Subject: APS Contract Workmanship Guarantee - El Dorado County

Mr. Pimley,

I trust that my email won't bounce this time...

Please find attached the Grand Jury Complaint that I mentioned on the phone today involving American Pavement Systems defective workmanship of the double chip seal applied last July to Mt. Murphy Road bordering the Marshall Gold Discovery Historic State Park in Coloma. Thankyou for clarifying that EDC DOT is responsible for the work inspection report to ensure it meets proper standards.

Per DOT Director Rafael Martinez, the double chip seal applied by APS was supposed to last "5-10 years." However, potholes began to develop only one month after application of the double chip seal. With the advent of winter rains the road deteriorated even worse, especially along 3-foot-wide swaths on the sides of the one lane road where APS failed to apply the double chip seal. The photos of defective workmanship are worth a thousand words. This photo of a 15-18 foot pothole in front of my property just developed within the past few weeks:



Then there is also the issue about Project Manager Kyle Wengel attempting to sell me 8 tons of gravel that should have been applied to the road. As I mentioned, my tax dollars already paid for the labor and materials, so I was not about to pay for them a second time. Although I am grateful for the free 8 tons of gravel delivered

EXHIBIT C

to my driveway, Kyle's attempt to charge me again for materials already paid for raises ethical concerns about APS professional business practices. As Vice President of APS this should also be a primary concern to you.

Per the APS contract signed by District #4 Supervisor Lori Parlin, any defective materials or workmanship by APS are warranted and guaranteed for one year from date of acceptance of the work:

44. **Guarantee**

Final Guarantee: Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of Acceptance of the Work that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

As I mentioned, Supervisor Parlin and DOT remain unresponsive to constituent concerns about Mt. Murphy Road deterioration/maintenance. It is significant that the \$39 million Mt. Murphy Bridge Replacement CIP goes hand-in-hand with the safety aspects of the maintenance and improvement of this 1.5 mile stretch of road. Furthermore, El Dorado County failed to "give notice with reasonable promptness" to APS about the defective double chip seal applied last summer to the road.

Per the 48-page APS contract with EDC, the road must be properly remediated either by American Pavement Systems, DOT staff, or another contractor **at no cost to the County/taxpayers**.

Accordingly, it is expected that APS will promptly take action to coordinate with DOT Director Rafael Martinez to "cure and correct" the entire 1.5-mile portion of Mt. Murphy Road to ensure it properly meets standards and specifications.

Sincerely,

Melody Lane

Founder – Compass2Truth

As history teaches us, if the people have little or no knowledge of the basics of government and their rights, those who wield governmental power inevitably wield it excessively. After all, a citizenry can only hold its government accountable if it knows when the government oversteps its bounds. ~
Constitutional attorney John Whitehead - Rutherford Institute ~

EXHIBIT C