Folsom City Council Meeting

Additional Information Transmittal

MEETING DATE:	3/25/2025
AGENDA SECTION:	Public Hearing
STAFF REPORT TITLE	Resolution No. 11341– A Resolution of the City Council of the City of Folsom Declaring Results of the Natoma Station Maintenance Assessment District No. 2025-1 Ballot Proceeding, Approving the Final Engineer's Report, Confirming the Diagram and Assessments, and Ordering the Levying of Assessments for the Maintenance and Servicing of Improvements Within Said District
FROM:	Parks and Recreation Department

Staff is providing the attached additional information for the above-referenced agenda item.

1. Resident written testimony dated March 25, 2025, 12:41 P.M.

Submitted,

Kelly Gonzalez, Parks and Recreation Director

Instructions to staff: *Deliver original and 30 stapled/double-sided copies to the City Clerk's Department; City Clerk's Department will distribute via email and hardcopy to City Council, City Manager, City Attorney, and City Clerk.*

Updated: Jan 2025

Aquino
Raithel
Kozlowski
Rohrbough
Leary

Re: Written Testimony for City Council Public Hearing on the proposed Natoma Station Maintenance Assessment District No. 2025-1
On March 25 2025, 6:30 p.m. at 50 Natoma Street, Folsom, Ca.
Natoma Station Maintenance Assessment District No. 2025-1
Assessor's Parcel Number: 072-1290-030-0000
Property Tax Increase

FOLSOM CITY CLERK'S DEPT
25 MAR '25 PM12:41

Dear City Council-

I decline to pay an extra property tax to the City of Folsom because 1. I have gotten very poor service from the City of Folsom 2. I had to spend over 50 hours of my time to resolve a severe title problem between the City of Folsom, the Oak Villa HOA and Oak Villa Corporation. My normal billing rate per hour as a licensed C.P.A. and M.B.A. is $75 an hour so the City of Folsom owes me $3,750 (50 hours multiplied by $75 an hour. **Please send me a check in payment immediately.**

I. My Having to Resolve a Title Problem that Had Gone on Since 1997/Failure of City to Cite HOA for Not Promptly Removing a Dangerous Tree

In early November of 2024, my general contractor discovered a 40 foot high redwood tree was severely impinging on my back fence and was filled with termites. It had caused a portion of my back fence to fall down, endangering my tenants, their pets and their visitors with small children because the downed fence would allow the pets and children to run into the very busy Natoma Station Drive directly across from the busy factory outlets and also the sick tree could fall over onto Natoma Station Drive or my roof, severely injuring my tenants or people driving their cars on Natoma Station Drive.

So I immediately tried to find out who was responsible for maintaining the diseased tree and the other redwood trees along the back fences of my property and two other properties. I noted from the plot plan in Exhibit I that Parcel number 072-1290-054-0000, highlighted in orange, might own the redwood trees and looked up the owner of this parcel on a county information website, a time consuming process on a not so user friendly websites. Oak Villa Corporation, the company that built the Oak Villa Development in 1995 and 1996, was indicated as the owner of the above parcel and might own the strip of redwood trees. I then looked up Oak Villa Corporation on the Secretary of State website and got Christopher Walt as the contact person. I paid my friend, a licensed realtor, to get Walt's phone number but all phone numbers were disconnected. I then asked her to locate another contact for the property and she came up with the name, phone number and email for Ure Kretowicz, the CEO for Oak Villa Corporation. I paid my friend $50 to perform the above tasks.

I called and emailed Ure Kretowicz and he informed me that Oak Villa Corporation had terminated in 1997 and he had submitted a title request to transfer the parcel to Oak Villa HOA. I then contacted a Barret Shepard at the County Assessor's office and told him parcel 072-1290-054-0000 needed to be transferred to Oak Villa HOA. The Assessor's office could find no such transfer request and called me back to let me know this. I said what can be done now. Mr. Shepard told me Oak Villa Corporation had been terminated in 1997 and it was too late to transfer it elsewhere. It was a parcel without an owner.

After talking to the assessor's office, reviewing Exhibit I again and looking at Google Maps of the area, I realized the strip of redwood trees where not on parcel 54 because it was only 15 feet wide and contained only the City of Folsom sidewalk and a narrow strip of small trees. I also looked at the plot

plan for my property in Exhibit IIa and realized I technically owned the area behind my back fence but per the CC & R's, the HOA was responsible for its maintenance. This is very similar to the agreement for the front yard which specifies the HOA maintains the trees, bushes and grass but I technically own the land. See the section highlighted in orange that the HOA is responsible for on Exhibit IIa. Much later, at the end of January 2025, the county assessor's office provided me with Exhibit A to my deed in Exhibits IIb and IIc. My property is divided into two parcels, 1 and 2. On page IIc, highlighted in orange, the deed clearly references the C,C and R's and grants the HOA access to this section of my property. The attached section of the C,C and R's clearly indicate in Exhibit III that the HOA is responsible for maintaining this section which contains the redwood trees.

So after realizing the HOA was responsible for maintaining the redwood trees, I informed Vierra Moore, the company doing maintenance for the HOA, that they immediately needed to remove the diseased tree leaning on my fence and filled with termites per my contractor. (Note: Termites do not invade living sections of trees, only the dead portions.) See pictures of the diseased tree in Exhibits IV.

After realizing the HOA was definitely responsible for the strip of redwood trees including the diseased tree leaning on my fence, I told them in mid-November 2024 that they needed to immediately remove their tree. There response to this very urgent situation was, well the Board will review the situation on January 17, 2025, more than two months in the future. (It was apparently o.k. with the HOA Board if the tree fell over during a storm and killed someone.)

Realizing the HOA was behaving very negligently, I contacted a tree removal company on my own and gave a copy of the bid to the HOA. The contractor scheduled the removal of the tree on December 3, 2024. The HOA absolutely refused to approve removal of the tree! I then contacted several City of Folsom officials who absolutely refused to cite the HOA for not removing the hazardous tree.

Shortly thereafter around the end of the first week of December, the County Assessor's office contacted me and stated the original deed to the parcel 072-1290-054-0000 called for transfer of the parcel from Oak Villa Corporation to the City of Folsom once the Oak Villa development was completed which is around the end of 1997. I immediately informed City of Folsom officials that they actually owned parcel 54 containing the city sidewalk and a strip of small city owned trees. Even though the diseased tree was now on a property adjacent to a city owned parcel and thus the city might be liable for not addressing the issue, the City of Folsom still refused to do anything about the situation and cite the HOA.

On December 14, 2024, I actually visited this strip of land containing the redwood trees in back of my fence. I noted the diseased tree looked awful. See Exhibit IV. It was also overlapping another healthy tree by more than 50% per Exhibit V and piles of leaves up to 1.5 feet high from the city of Folsom owned trees were all over the place including on my parcel 2 containing the redwood trees per Exhibit VI. I promptly sent a letter to the City of Folsom fire Chief who just made light of the above situations and did nothing. He also falsely claimed the overlapping of the trees was not a fire hazard even though both the City of San Jose and Cal Fire have told me otherwise. He basically also ignored the situations regarding the diseased tree could fall and the extreme build up of leaves from the City owned trees.

I was finally totally fed up with both the lack of action from the city of Folsom and the HOA and contacted two local newspapers with a story about what was going on. I also had a licensed tree aborist come out and view the diseased tree. They recommended immediate removal per Exhibit VII. One of the newspapers forwarded my story to the City of Folsom and a Sarah Aquino responded to the story. I forwarded to her a copy of the arborist's bid and opinion that the diseased tree needed to be

immediately removed and also attached his video of the tree. Sarah then falsely claimed the arborist was not licensed. I then sent her a screen shot from the State Contractors' Licensing Board showing they were licensed. (I believe she was looking at the information on an unlicensed contractor with a similar name.) Sarah still refused to cite the HOA for not removing the diseased tree.
So my next move was to post about the hazardous tree on Folsom Chat, a Facebook group. Only after the many responses on Facebook did Sarah call me back and request that the City of Folsom aborist look at the tree. The aborist looked at the tree on January 16, 2025 and removed it that day or the next morning. I know this for sure because I had scheduled a second aborist to look at the tree on January 17, 2025. They arrived around 12:30 p.m. and said the tree had already been removed and also sent a picture of the stump. Apparently, around this time frame, the City of Folsom also finally removed all the dead leaves from the City of Folsom trees, up to 1.5 feet high, that were on my parcel number two in back of my fence.

I then informed Sarah and the City of Folsom finance department that the City needed to bill the HOA for removal of the tree because it was their responsibility to care for the strip of redwood trees, not the City of Folsom. To my knowledge, THE CITY NEVER BILLED THE HOA FOR REMOVAL OF THE TREE OR CITE THE HOA FOR CREATING A PUBLIC HAZARD. I also informed Vierra Moore, the company who does the maintenance for the HOA, that they needed to pay for removal of the tree. VIERRA MOORE BLATANTLY LIED AND FALSELY CLAIMED THE CITY OF FOLSOM WAS RESPONSIBLE FOR THE TREE AND THE OTHER REDWOOD TREES, NOT THE HOA.

The end of February, 2025, my contractor noted another tree had been removed behind my back fence from land I owned but the HOA is responsible for its maintenance. The tree was near the corner of Oak Villa Drive and Natoma Station Drive and directly behind a strip of land owned by Oak Villa HOA, parcel number 072-1290-055-0000. See Exhibit VIII which highlights in blue the strip owned by the HOA and the red X indicates where the tree was. If the City of Folsom removed the tree, they need to bill the HOA for its removal, too. In any event, whoever removed the tree, the City of Folsom or the HOA, they did not get my permission to remove the tree. It was a healthy tree that had impinged on my back fence, toppling it but my contractor had repaired the fence, moving it 6 to 9 inches forward so the tree had more room to grow. In redoing the whole fence, my contractor was going to create a rectangle around the tree so it had even more room ot grow.

But the situation gets worse. In March 2025, I found out Vierra Moore, who does maintenance for the HOA, had two Department of Real Estate licenses and one license with the State Contractor's Licensing Board but all 3 licenses expired in 2017! **SO WHY IS THE CITY OF FOLSOM ALLOWING VIERRA MOORE TO OPERATE WITHOUT ANY STATE LICENSES? DO THEY EVEN HAVE A BUSINESS LICENSE WITH THE CITY OF FOLSOM?** I have reported Vierra Moore to the State Contractor's Licensing Board for operating without a license. This is a criminal offense and has a maximum penalty of a $5,000 fine and 90 days in jail.

BOTTOM LINE. IF YOU WANT MORE MONEY TO MAINTAIN CITY OF FOLSOM LANDSCAPING, I DEMAND YOU CHARGE THE HOA FOR REMOVAL OF THE DISEASED TREE AND PERHAPS THE SECOND HEALTHY TREE. YOU CAN ALSO GET REVENUE BY CITING THE HOA FOR CODE VIOLATIONS AND CHARGING THEM FOR A BUSINESS LICENSE. THE CITY CAN NOT LEGALLY SHOVE THESE COSTS ONTO ME, AN ELDERLY, DISABLED WIDOW.

II. City of Folsom Refusing to Cite the Owner of 206 Pacific Oak Court, [redacted] for Serious Code Violations

In December 2023, my tenants noted there was water all over the left side of my backyard (the left side as you are facing the house.) They also noted [redacted] had allowed his ivy plants to root on his side of the shared fence and had let them grow on my side of the fence, too. See Exhibit IX for plants rooted on his side of the fence not properly removed and all the ivy he allowed to grow on my side of the shared fence in Exhibit 10.

I called a contractor about the problem and he said a large tree root ball on [redacted] side of the fence had grown very large and its roots had invaded my drainage system, totally clogging it and permanently damaging it. The water was also endangering my foundation. See Exhibits XI and XII showing [redacted] invasive roots into my drainage system. The contractor took these pictures when I was forced to replace my drainage system. Flooded patio picture was taken as a video so not easy to display in written form.

[redacted] had also let his tree grow onto my roof. The contractor was able to temporarily clear out some of the tree roots from my backyard drainage system but actually broke a blade on a rotter rented from Home Depot trying to get all the roots out.

I called [redacted] around mid December 2023 and told him about the situation. He confessed he had turned off the water to the ivy plants and the tree when he had converted the backyard to rock over two years previously. My contractor also talked to him and his property manager that he, [redacted] needed to immediately remove his tree, grind out its stump and root ball, remove all the ivy from both sides of the fence, remove all the roots from my drainage system and replace both his and my portion of the shared drainage system which his tree and ivy roots had badly damaged. [redacted] did not remove the tree for another 3 weeks and did not remove its stump or its roots. He did not replace his portion of the shared drainage system until the third week of January 2024 and refused to replace my portion which his plant roots had badly damaged. I finally was forced to replace my portion of the shared drainage system because [redacted] refused to do it.

In the meantime, my patio with its drainage system blocked by [redacted] tree and ivy roots continued to flood every time it rained and left standing water. The ivy plants impinging on both sides of the fence grew even larger then in Exhibits IX and X and created a fire hazard in the summer drought. The weight of the ivy eventually caused half the fence to fall down after a storm.

I informed both the City of Folsom fire department and the general code department that [redacted] actions were violating code. The ivy plants and the tree growing over my roof were creating a fire hazard but to my knowledge, the fire department did nothing. [redacted] causing standing water to build up on my patio is also a violation of code because the water can attract rats, mosquitoes, termites and raccoons who can damage roofs and other wooden structures and breed disease but the general code department did nothing about the situation.

AGAIN WHY SHOULD I PAY EXTRA PROPERTY TAXES WHEN THE CITY OF FOLSOM IS NOT ENFORCING CODE.

III. THE CITY OF FOLSOM REFUSING TO CITE THE HOA FOR CODE VIOLATIONS IMPACTING THE FRONT OF MY HOUSE AND RIGHT SIDE DRAINAGE SYSTEM

In May 2024, my tenants noted the right side of my back yard (the right side as one is facing the house) was flooding after each rain. My contractor said this was occurring because a tree in my front yard was growing right up against my side yard fence, over my roof and the neighbor's roof and its roots had grown into the right side drain. I told the HOA they immediately needed to remove the tree and its roots because water could be seeping under my foundation. They basically sat on responding for over a month. So I got a tree removal company to bid on removing the tree and sent the bid to the HOA. They finally said to go ahead and let the tree removal company remove the tree. They then sat on approving the invoice and paying me for a month. Exhibits XIIIa thru XIIIc that the tree removal company prepared detail the risk of severe damage from the invasive tree, pictures of the tree on my roof, against my wall and on my neighbor's roof and the tree roots that had invaded my drain, blocking it and allowing water to flood my patio.

Again, I reported to the City of Folsom Fire Department that the tree was causing a free hazard but to my knowledge, they did nothing. I also reported to the general code department that the right side of my patio was routinely flooding after each rain because the tree roots blocked the drain. Standing water building up on my patio is also a violation of code because the water can attract rats, mosquitoes, termites and raccoons who can damage roofs and other wooden structures and breed disease but the general code department did nothing about the situation. The water can also seep under my foundation and damage it.

AGAIN WHY SHOULD I PAY EXTRA PROPERTY TAXES WHEN THE CITY OF FOLSOM IS NOT ENFORCING CODE.

I DECLINE TO PAY ANY MORE PROPERTY TAXES FOR THIS POOR SERVICE AND BEING FORCED TO FIX TITLE PROBLEMS.

Sincerely,
Shannon Marquardt C.P.A./M.B.A.
Retired Internal Audit Manager and Corporate Controller
Licensed in Folsom to Do Business
Member City of Folsom Chamber of Commerce
Alumni of Deloitte Touche one of four largest U.S. C.P.A. firms

Shannon Marquardt
3/21/25

CITY OF FOLSOM
NATOMA STATION MAINTENANCE ASSESSMENT DISTRICT NO. 2025-1
ASSESSOR'S PARCEL NUMBER: 072-1290-030-0000

The City has historically funded landscaping, lighting and public art improvements in your community through assessments levied on parcels in the Natoma Station Landscape and Lighting Assessment District (the "Existing LMD"). Due to the existing maximum assessment rate for the Existing LMD, the assessments do not generate enough revenue to support the existing level of services being provided. The proposed new District will be known as the Natoma Station Maintenance Assessment District No. 2025-1 ("District"). If the District is approved, it will replace the Existing LMD and annual assessments will be collected via property tax bills beginning FY 2025-2026.

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council will hold A **Public Hearing** on the proposed Natoma Station Maintenance Assessment District No. 2025-1 at the City Council Meeting located at 50 Natoma Street, Folsom, California on:

March 25, 2025, at 6:30 p.m., or as soon thereafter as possible

You are invited to provide oral or written testimony at the Public Hearing.

ASSESSMENT BALLOT PROCEEDING

This ballot proceeding is in accordance with *Proposition 218 (Articles XIII C and XIII D of the California Constitution) to form a new assessment district pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code).* Our records indicate that you are the record owner of the parcel identified above on this notice. An assessment ballot is enclosed on which you may indicate your support for, or opposition to, the proposed assessment. Instructions for completing the ballot are enclosed.

Majority Protest: If the ballots submitted, and not withdrawn, in opposition to the assessment exceed the ballots submitted, and not withdrawn, in favor of the assessment, the assessment will not be imposed. In making this determination, ballots will be weighted by the proportional financial obligation (i.e. amount of the assessment) for the property for which the ballot is submitted.

ASSESSMENT INFORMATION

Boundaries of the Proposed District: The boundary of the District is completely within the City of Folsom and the assessment diagram is on file with the City Engineer. The boundary of the District is generally described as follows: bound by Folsom Boulevard to the west from Blue Ravine Road to the El Dorado Freeway to the south, connecting to Iron Point Road, and west of Prairie City Road.

Proposed Improvements: The proposed improvements to be financed by the District ("Improvements") are located within the District and may be briefly described as:

(1) the maintenance, operation, and servicing of street trees and other landscaping throughout the boundary of the District including but not limited to: groundcover, turf, trees, weed and pest

Exhibit I Book 19940909 Page 1492 - Oak Villa Corp, ownod, ownod by [redacted]

Plot Plan Whole Development

Parcel 072-1290-054-0000 call Assessor's office to get Assessor number (84) No. 916-8[illegible] 0100

[redacted]



207 X Two

= 30 amp - [illegible]

County Ro[illegible] 916-[illegible]

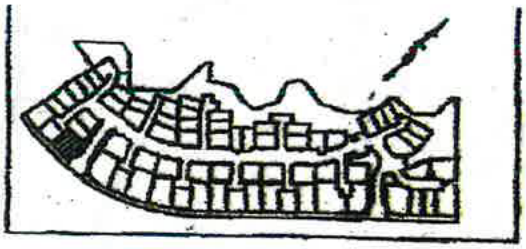
☆ 55 is ownod by HOA

Exhibit Tag,
Plot Plan My Lot

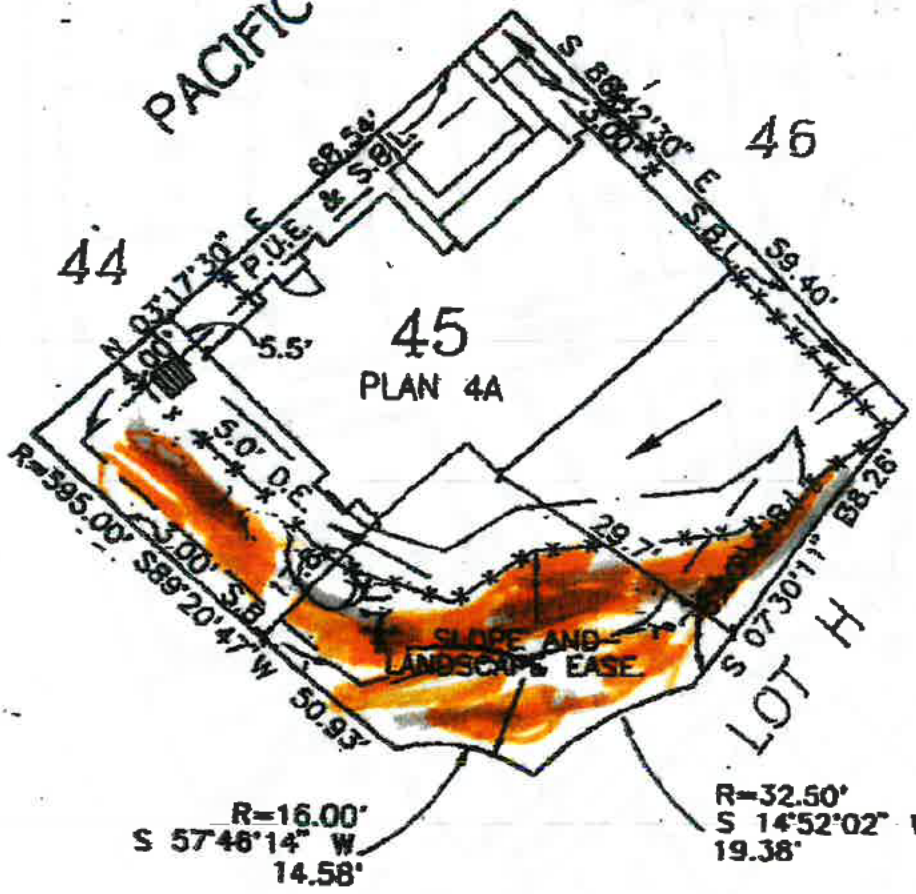
LEGEND

- DRAINAGE FLOW
- FENCE LINE
- DROP INLET
- S.B.L. BUILDING SET BACK LINE

KEY MAP



LOT AREA = 4,145 SQ. FT.
BLDG. AREA = 1,147 SQ. FT.
28% LOT COVERAGE



REVISED 6-5-95
REVISED 4-25-95

Exhibit II.b

Exhibit A - My Deed - Page I

Exhibit "A"

PARCEL 1

That certain real property located in the City of Folsom, County of Sacramento, State of California, described as Lot No. 45 of Oak Villas as shown on the map thereof recorded on August 31, 1994, in Book 234 of Maps, Map No. 10, Official Records of Sacramento County;

EXCEPTING THEREFROM all oil, gas, and other hydrocarbon substances, inert gases, minerals and metals, lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereafter discovered, including, but not limited to the rights to explore for, develop and remove such oil, gas and other hydrocarbon substances, inert gases, minerals, and metals, without, however, any right to the surface of such land and real property or any other portion thereof above a depth of 500 feet whatsoever, all such rights to be reasonably exercised as reserved in the Deed from Natoma Station 483 Investors, a California General Partnership, recorded May 20, 1991, in Book 910520, Page 1024, Official Records;

SUBJECT TO AND ALSO RESERVING THEREFROM: an easement appurtenant to adjoining Lot 46 for private yard purposes over and across that portion of Lot 45 which is approximately thirty-seven to thirty-eight feet (37' - 38') by four feet (4') along the northerly side of Lot 45, as shown on the plat attached hereto. So long as existing fences and replacements thereof remain in existence, such fences shall determine the exact location of the easement reserved herein in favor of Lot 46;

EXCEPTING ALSO AND RESERVING THEREFROM, exclusive and nonexclusive easements for use, enjoyment, access, ingress, egress, encroachment, maintenance, repair, drainage, support, and for other purposes, all as described in the Declaration referred to below.

PARCEL 2

TOGETHER WITH an easement appurtenant to said Lot 45 for private yard purposes over and across that portion of adjoining Lot 44 which is approximately seventeen feet (17') by five feet (5') along the westerly side of Lot 45 (excluding the part within the Homeowners' Association Easement), as shown on the plat attached hereto. So long as existing fences and any replacement thereof remain in place, such fences shall determine the exact location of the easement granted herein in favor of Lot 45.

Exhibit IIc

Exhibit A My Deed - Page 2

TOGETHER ALSO WITH nonexclusive easements for use, enjoyment, access, ingress, egress, encroachment, maintenance, repair, drainage, support and for other purposes, all as described in the Declaration of Covenants, Conditions and Restrictions for Oak Villas ("Declaration"), recorded on December 15, 1994, in Book 941215, beginning at page 865, Amendment to said Declaration recorded in Book 950511, page 25 and Declaration of Annexation recorded in Book 951006, page 1673, Official Records of Sacramento County, California.

SUBJECT TO

1. General and Special Real Property Taxes for the current fiscal year;
2. Covenants, conditions, restrictions and easements, reservations, rights and rights-of-way of record.

GRANTEE ACCEPTS AND APPROVES THE FOREGOING granting to GRANTOR and the OAK VILLAS ASSOCIATION, as applicable, such powers and rights that are set forth in the Declaration above.

Exhibit III - CC2R's - HOA Responsible for Redwood trees

ARTICLE 5. DUTIES AND OBLIGATIONS.

5.01. Association Maintenance Obligations. The Association shall be responsible for maintaining the following in good condition and repair:

A. Common Area Facilities. The Association shall maintain or provide for the maintenance of all Common Area, including, but not limited to, the Private Streets and designated parking areas.

B. Landscaping. The Association shall provide gardening services to maintain and replace as necessary all the landscaping within the Common Area and the Front Yard Areas of individual Lots up to and excluding the exterior walls of the Residences, the fences and Private Yard Areas. The sprinkling systems originally installed in such areas in connection with the landscaping improvements shall also be operated and maintained by the Association, with water separately metered and paid for through Association assessments.

C. Slope Maintenance Area. The Association shall provide landscaping and gardening service to maintain, trim and replace as necessary the ground cover, plants and any other landscape features within the Slope Maintenance Area that runs along the Lots at the southeasterly side of the Project, as depicted in Exhibit "E."

If any of the maintenance or repair work referred to above is necessitated by the willful or negligent acts of the Owner, his family, guests or invitees, the costs of such special restoration or repairs shall be chargeable to the Owner and shall be enforceable by an action for damages or by any other legal means except the lien provisions of Article 9.

5.02. Owners' Maintenance Obligations. Except for the landscaping service for Front Yard Areas to be performed by the Association as specified above, each Owner shall be responsible for maintenance and repair of his individual Residence, including specifically:

A. Glass. All windows and sliding glass doors and runners shall be cleaned, outside as well as inside, and repaired and replaced by the individual Owners.

B. Appliances and Equipment. Each Owner shall be responsible for maintaining, repairing and replacing all appliances within his Residence, including air conditioning and heating equipment, water heaters, plumbing and lighting fixtures, or other mechanical equipment servicing his particular Residence.

Exhibit IV - Diseased Tree



Exhibit V - Diseased Tree Over-
lapping another tree.

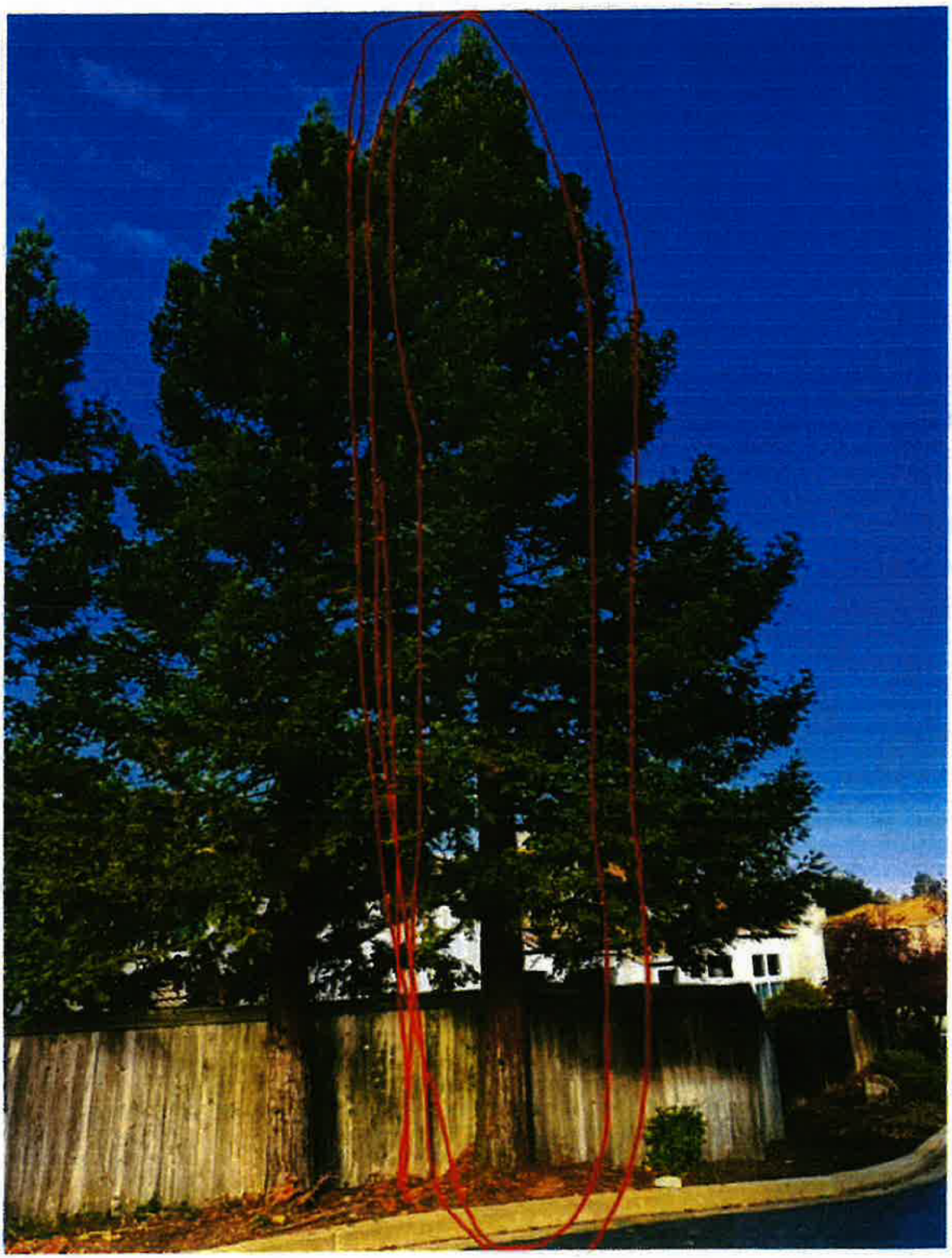




Exhibit VII - Bid to remove diseased Tree

International treeee

lincoln

95648

hinnenking2008@gmail.com

TTOO

Shannon marquardt dt

shanmarq@yahoo.com

ESTIMATE

EST0233

DDTTAATTE

Jan 14, 2025

TTOOTTAL

USD $1,700.00

DESCRIPTION	RATE	QTY	AMOUNT
Removal of two redwood trees located on the back of the fence signs of termites with the weak base very brittle base brakes apart by touch and has the potential to fall and I have the direction of the house or Main Street behind the house 10% senior discount	$1,700.00	1	$1,700.00

TTOOTTAL USD $1,700.00

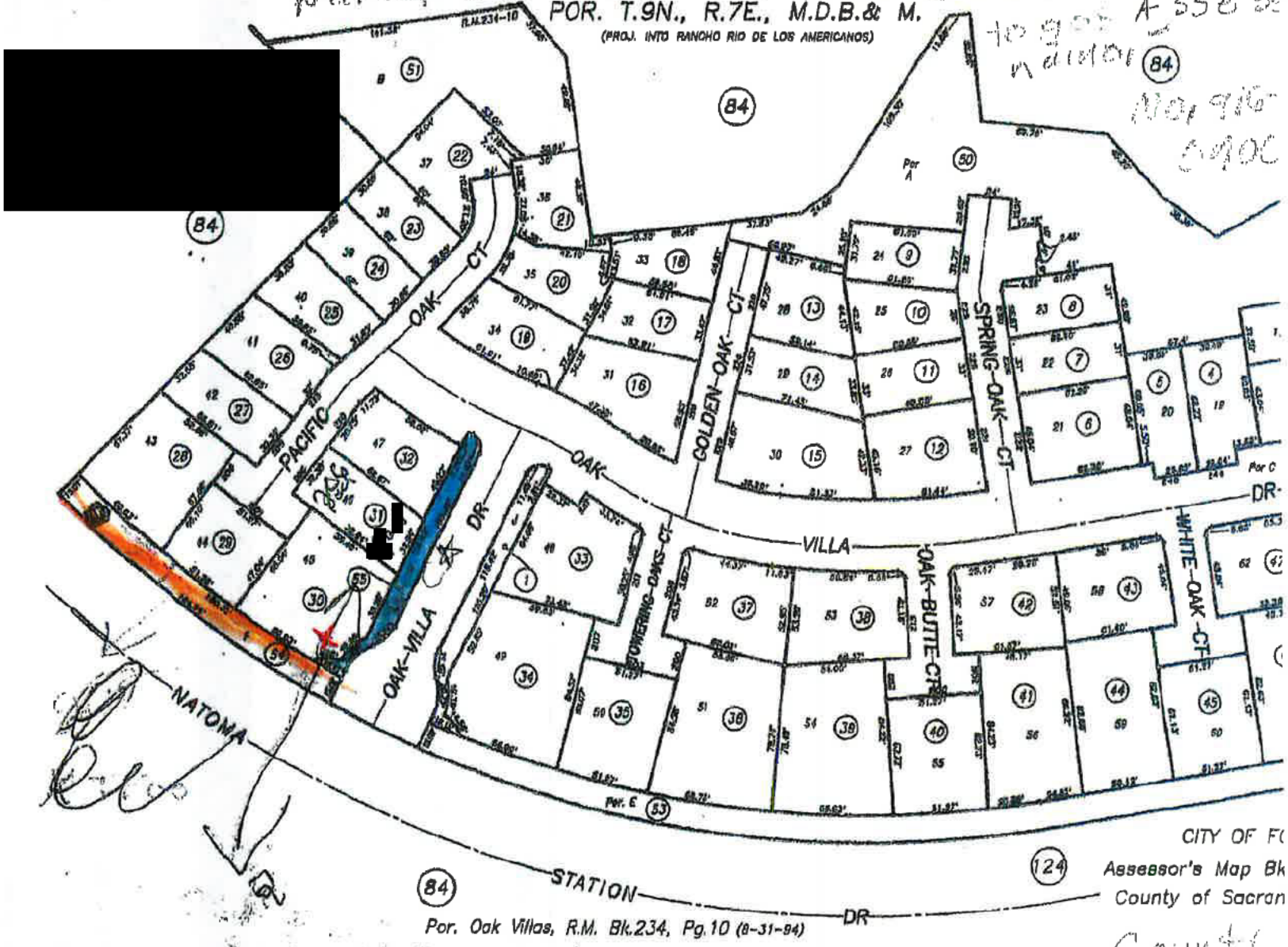
Exhibit VIII

Book 19940909 Page 1492 – Oak Villa Co.

owned, owned by [redacted]

Parcel 072-1290-054 and add Call Assessor to get Assessor's number

2nd tree removed.



County

☆ 55 is owned by HOA

Exhibit IX- [redacted] Ivy Growth—
His side of Fence

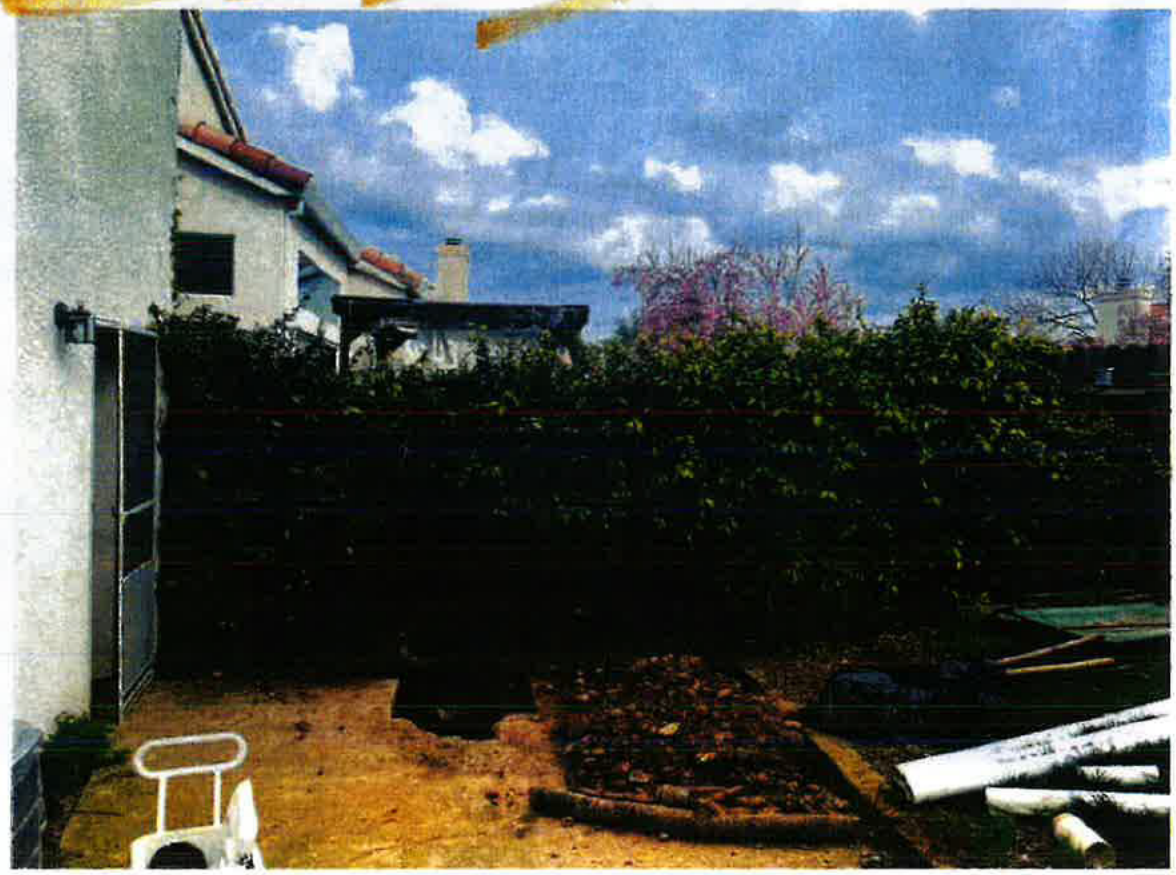
Rooted Ivy plants with their Roots on [redacted] Fence Still Not Removed as of March 10, 2024-Picture Two



Ivy seeking water after [redacted] turned off water to his backyard over two years ago which [redacted] allowed to Grow on the Shared Fence-View of Shared Fence on 202 Pacific Oak Court in Folsom, Ca.

Exhibit X- [redacted] Invasive Ivy Growing on my side of Fence

Ivy seeking water after [redacted] turned off water to his backyard over two years ago which [redacted] allowed to Grow on the Shared Fence-View of Shared Fence on 202 Pacific Oak Court in Folsom, Ca.



Front side yard drain on 202 Pacific Oak Court side before the fence showing [redacted] invasive roots-Pictures One and Two

Exhibit XI- [redacted] roots invading my property,



Exhibit XII - Another picture of [redacted] invasive roots



Estimate

Exhibit XIIIa- Problems Caused by HOA tree

R&B QUALITY TREE CARE , INC, P.O. Box 846 Roseville, Ca 95678,
Roseville CA 95678, United States

FOR
Shannon Marquardtt
202 Pacific Oak Court
Folsom CA 95630
United States

Estimate No.:: **1852**
Issue date: **7/5/2024**
Valid until **7/12/2024**

Estimate No.	Issue date	Valid until	Total due (USD)
1852	7/5/2024	7/12/2024	$2,100.00

LIC. #1025287

Description	Quantity	Unit price ($)	Amount ($)
TREE REMOVAL	1	2,100.00	2,100.00

During a recent inspection of the property located at 202 Pacific Oak Court, I observed several issues related to the tree in the front yard. The following points summarize my findings:

1. Overgrowth of Tree Branches (Planted in a reduced area)
• The branches of the tree in the front yard have grown extensively, overhanging both the client's roof and walls. This overgrowth poses a risk to the structural integrity of the property and could lead to potential damage if not addressed promptly.
• Additionally, the branches are also overhanging the neighbor's roof, which could result in similar risks and complications for their property.
2. Invasion of Tree Roots:
• Upon inspection of the drainage system, it was evident that the roots of the tree have heavily invaded the drain. This has likely contributed to blockages and could lead to further issues if the roots are not removed and managed appropriately.

I recommend immediate action to remove and to address the invasive roots in the drainage system. Our team is prepared to handle these tasks efficiently and professionally.

Thank you for entrusting us with the care of your property. We appreciate your business and look forward to resolving these issues promptly.

Sincerely,

Joan Sanz
R&B Quality Tree Care

Total (USD): **$2,100.00**

Please see attachments below

Joan Sicairos (916) 664-0262, (530) 588-2449 https://www.randbqualitytreecare.com/ rb.quality@icloud.com

Exhibit XIIIb - Tree Growing over my roof and neighbors roof.



Attachment 1



Attachment 2

Joan Sicairos

(916) 664-0262, (530) 588-2449

https://www.randbqualitytreecare.com/

rb.quality@icloud.com

R&B QUALITY TREE CARE , INC
P.O. Box 846 Roseville, Ca 95678
Roseville CA 95678
United States

Account holder: **Joan Sanz** Bank: **Wells Fargo**
Account No.: **(916)664-0262**

Exhibit XIIIc



Attachment 4



Joan Sicairos
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Folsom City Council Meeting

Additional Information Transmittal

MEETING DATE:	3/25/2025
AGENDA SECTION:	New Business
STAFF REPORT TITLE	2024 General Plan (and Housing Element) Annual Progress Report
FROM:	Community Development Department

Staff is providing the attached additional information for the above-referenced agenda item. These are email comments from Bob Delp regarding the 2024 General Plan Annual Report.

Instructions to staff: *Deliver original and 30 stapled/double-sided copies to the City Clerk's Department; City Clerk's Department will distribute via email and hardcopy to City Council, City Manager, City Attorney, and City Clerk.*

Updated: Jan 2025

Desmond Parrington

From: Pam Johns
Sent: Tuesday, March 25, 2025 6:02 PM
To: Desmond Parrington; Stephanie Henry
Subject: FW: 3-24-2025 Council Agenda Item 15 - General Plan Action SN-1: Adopt a Noise Reduction Program
Attachments: Comments to CC re Traffic Noise_DELP_3-23-21.pdf

FYI

From: Bob Delp <bdelp@live.com>
Sent: Monday, March 24, 2025 12:10 PM
To: Bryan Whitemyer <bwhitemyer@folsom.ca.us>; Justin Raithel <jraithel@folsom.ca.us>; Mike Kozlowski <mkozlowski@folsom.ca.us>; Sarah Aquino <saquino@folsom.ca.us>; Barbara Leary <bleary@folsom.ca.us>; Anna Rohrbough <annar@folsom.ca.us>
Cc: Christa Freemantle <cfreemantle@folsom.ca.us>; City Clerk Dept <CityClerkDept@folsom.ca.us>; Pam Johns <pjohns@folsom.ca.us>
Subject: 3-24-2025 Council Agenda Item 15 - General Plan Action SN-1: Adopt a Noise Reduction Program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Manager and Councilmembers:

The 2024 General Plan Annual Progress Report (3/25/2025 Council Agenda Item No. 15) includes status of implementation for General Plan Action SN-1, "Adopt a Noise Reduction Program" (packet pg. 760). Action SN-1 specifies the adoption of a citywide noise reduction program to reduce traffic noise levels along roadways and the action requires specific elements for noise abatement that is to be included in the program, with one of those elements being "[a]dditional enforcement of speed limits and exhaust noise laws" (packet pg. 761).

The "status of implementation" for Action SN-1 on pg. 760 provides general discussion of traffic law enforcement and notes that violators cited for vehicle codes regarding modified exhaust systems are sent to the Bureau of Automotive Repair (BAR) for inspection and compliance. The status does not mention the number of exhaust noise citations or BAR referrals issued and does not demonstrate that "additional enforcement" of exhaust noise laws as required by Action SN-1 is occurring. Nor does the status mention development or adoption of a citywide noise reduction program as required by Action SN-1.

I have previously commented to the Council regarding Action SN-1 and expressing my concerns about excessively loud vehicles with intentionally modified exhaust systems operating on City streets (attached are my comments from March 2021). Excessively loud vehicles are a nuisance and public health issue, and measures to reduce exposure of City residents and businesses to excessive vehicle noise is required by the City's General Plan. Impacts of development and growth in the City is to be mitigated through implementation of General Plan actions like Action SN-1. Without effective implementation, mitigation of traffic noise impacts as envisioned when the General Plan was adopted will not be achieved.

I encourage the City to fully implement Action SN-1 by developing an effective Citywide Noise Reduction Program and increasing enforcement of vehicle noise/exhaust laws in a manner that substantively reduces the number of loud vehicles operating on City streets. In my opinion, an effective Citywide Noise Reduction Program should not just involve increased enforcement but should also include coordination with adjacent jurisdictions and law enforcement agencies, and a public education component to ensure that vehicle owners are made aware of motor vehicle laws and are given notice that the City is implementing increased enforcement not because the City wants to issue citations but because the City wants to improve and protect the City's noise environment.

I am willing to volunteer my time to help develop and implement such a program.

Thank you for your consideration,
-Bob Delp
916-812-8122
bdelp@live.com

March 23, 2021

Mayor and City Councilmembers
City of Folsom
50 Natoma Street
Folsom, CA 95630
via email to: cfreemantle@folsom.ca.us

Ms. Freemantle: I am providing the following to be read into the record at the March 23, 2021 City Council meeting, either during the during Business from the Floor (if Agenda Item 6 remains on the consent calendar) or during discussion of Agenda Item 6 (if Item 6 is pulled from the consent calendar). Thank you. -Bob Delp

Good evening Mayor and Councilmembers:

My name is Bob Delp and I am a resident of Folsom's Historic District.

Item 6 on your meeting agenda is, "2020 General Plan Annual Progress Report." As noted in staff's status summary matrix at pg. 62 of your packet, General Plan Safety and Noise Element Action SN-1 requires the adoption of a citywide noise reduction program. The focus of Action SN-1 is traffic noise, and the action identifies several specific traffic noise reduction measures that are to be included in the noise reduction program. Such measures include "reduction of speed limits" and "additional enforcement of speed limits and exhaust noise laws."

It is increasingly evident that the predominant traffic-related noise source in the City is vehicles with exhaust systems that have been intentionally designed or modified to be loud. On most city streets, hundreds of cars can pass by a given location creating noise from the hum of tires and swoosh of moving air, yet with relatively low noise levels. However, excessively loud vehicles are becoming much more frequent and are substantially degrading the quality residential life, business, and outdoor activities throughout the City.

It would be unfortunate for the City to need to limit development, build tall visually disruptive noise barriers, and/or take other broad noise mitigation actions when, instead, a focused effort of public outreach and targeted enforcement to reduce the number of excessively loud vehicles on City streets could be implemented.

The required implementation timing for Action SN-1 is 2021-2025, but the problem is here now and getting worse. I encourage the Council to work with staff to make developing and implementing the required Noise Reduction Program a high priority, with an emphasis on reducing the number of excessively loud vehicles on City streets.

Thank you for your consideration.