

**TO:** Members of Troy City Council  
**FROM:** LORI GRIGG BLUHM, CITY ATTORNEY  
ALLAN T. MOTZNY, ASSISTANT CITY ATTORNEY  
**DATE:** JANUARY 26, 2007  
**SUBJECT:** LEROY S. NARDI V CITY OF TROY

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Plaintiff Leroy S. Nardi has filed the attached lawsuit against the City of Troy, the County of Oakland, and the State of Michigan. This lawsuit has been filed in the United States District Court for the Eastern District of Michigan, and is assigned to Judge Anna Diggs Taylor.

Mr. Nardi owns a home at 97 East Wattles in the City of Troy. His home was previously serviced by a septic system. However, new public sewers were installed with the construction of the surrounding single-family residential development (Crestwood). When a public sewer becomes available, the Troy ordinances mandate connection within an 18 month period. This is especially true in those cases when the septic system has experienced problems (as in Mr. Nardi's case). The homeowner, as the beneficiary of the connection, is required to pay to connect to the public sewer system. This can be paid in either a lump sum, or the cost can be spread over a period of time (up to 40 years) with the execution of a contract between the homeowner and the City. Mr. Nardi took advantage of the financing opportunity, and signed a contract on November 21, 2001, spreading the \$3,600 cost over an extended period of time, reducing his payments to \$ 57 per quarter. Unfortunately, Mr. Nardi then failed to pay the quarterly installments. As with all delinquent assessments, the City turned over the collection of the unpaid assessments to the Oakland County Treasurer for collection. As a result of failure to pay these installments as they have become due, Oakland County has initiated foreclosure proceedings against Mr. Nardi's property. These foreclosure proceedings could be stopped with the payment of the delinquent assessments and any incurred penalties and /or interest.

Mr. Nardi has instead filed this lawsuit to stop the foreclosure action against him. In addition, he has requested reimbursement of the amounts previously paid for the assessment, as well as punitive damages in the amount \$500,000.00. He does not have an attorney, and his basis for his requested relief is not exactly clear. He contends all defendants (Troy, Oakland County, and the State of Michigan) have violated his rights under the 5<sup>th</sup>, 7<sup>th</sup>, and 14<sup>th</sup> Amendments of the United States Constitution. He also alleges fraud, extortion, a violation of Article VI, Section 2 of the Constitution, and a taking of property without due process of law. He challenges that the Sewer Contract, which allowed him to spread the cost of the assessment over a 40 year period of time, and argues that he signed it under duress. He also challenges the assessment for the "construction of the sewer", because a private developer (not the City) constructed the portion of the sanitary sewer system to which his property is connected. However, this assessment covers a proportion of the City's costs in building and maintaining the entire public sewer system.

Our office will represent the City of Troy, absent objections from City Council. If you have any questions, please let us know.



## Preface

Your Honors:

I apologize for the length of this claim, I do not wish to waste your time. The instructions say to give you all the details now, not to wait until the trial.

First, I request an immediate injunction to stop all action against me pending final outcome of this trial.

Second, I am suing all defendants jointly and severally for violating my rights under the following: the 5th, 7th, and 14th amendments of the U.S. Constitution, and the Common laws of Michigan. I also allege Fraud and Extortion.

The City of Troy is enforcing a contract signed under duress (and so stated, Exhibit D) to force me to reimburse them for money when none has been expended. They provided no means for redress of my grievance, but instead turned this matter over Oakland County for collection. My house is now in foreclosure. (Exhibit A)

The Oakland County Treasurer's office told me point blank that there will be no trial, and if I don't pay my taxes, they will take my property. This is extortion. I cite the Supremacy Clause in Article VI, section 2 of the U.S. Constitution. If any new laws were made, or old laws changed, to allow taking of my property without due process (a trial), they are illegal, and I refuse to be bound by them. The Constitution has not been changed.

Oakland County claims to be acting under State laws and mandates, that is why I also named the State as a defendant.

Preface Continued

If I prevail in this case, I ask this Court to order all of the following:

1. Reimburse for all taxes and fees paid to date.
2. Restore my good name and credit.
3. Reimburse for all expenses and fees<sup>for</sup> proceeding with this case.
4. Award punitive damages (Mental distress) in the amount of \$500,000<sup>00</sup>.

# Claim

Your Honor:

There is over a 1/2 mile stretch along Wattles Rd. (A.K.A. 17 mile Rd) with no sanitary sewer available, affecting both undeveloped and developed property. The City of Troy no longer installs them as they used to, but rather waits until a developer buys large parcels of land to build new subdivisions on. The City requires the developer to install the underground utilities, plus street and sidewalk paving at his expense. The City does not compensate the developer for this, and they do not even charge him when he hooks his new sewer mains into the City's existing nearby sewer lines. They figure he is just extending the City's sewer system. When the developer installs his system, he runs a "tap" to the property line of each of his proposed homes. Then, as each house is built, he has to pay the City a \$200.00 "tap in fee". This is what was done when the vacant land around me and my next door neighbor was developed, except the City made the developer run a "spur" line for both of us to hook into. The developer was not told this until after permits were issued and work was already begun. A year or two later, my neighbor and I each received the usual letter from the City stating that the sewer was available, and we had eighteen months to hook in. The letter also stated that we each had to pay the \$200.00 Tap in fee, plus a \$3,400.00 "benefit" fee. (Exhibit B) My neighbor hooked in within two or three months, but I decided to fight the benefit fee. In less than two weeks, the City had to dig up and replace the whole spur line (except the manhole) because it wasn't working. The City inspector used the word "sabotage". I guess the developer didn't like being

dictated to any more than I do. At that time, they ran a tap up to my fence (damaging a post that has never been replaced) and told me there is my tap whenever I want to use it.

I spoke to Mark Stimac, Director of Building And Zoning, at least once, and also to a lady in the Bldg. Dept, at least once, about the benefit fee. I wanted to know what it's for, and how they arrived at that amount. The best I can find out is that this is some old ordinance that was last amended in 1989 by City Council, but they don't know how the amount was arrived at. This is very arbitrary. Why not \$1700.00 or \$4,200.00? Mr. Stimac told me verbally that the City did not pay the developer for installing the spur line. Yet in his letter, dated April 26, 2001, (~~Attachment~~ <sup>Exhibit</sup> B) he states that the benefit fee is for my share of the cost of construction. If the City ran sewer lines along the road in front of my house, I know I would have to pay so much per foot, times the number of feet frontage. Chapter 20, paragraph 8 contradicts itself. First, it states that a sewer benefit fee shall be paid in lieu of the cost of construction. It later states that the benefit <sup>fee</sup> represents the cost of construction. (Exhibit C) The City wants me to reimburse for money when they have expended none on my behalf, and worse yet, charge interest. They have distorted the truth, and tried to conceal a material fact (the sewer improvement cost them nothing), to gain an unfair advantage over me. This is FRAUD. If I had to pay someone, it should be the developer, not the City. Even if I didn't like it, at least it would make sense.

Also, they have deprived me of my rights provided under The Common Laws of The State of Michigan. The burden of the benefit fee imposed on me meets all the criteria of a Special Assessment, no matter what

what they chose to call it. Calling it by any other name does not relieve their obligation under the Common Law. The revenues derived from a Special Assessment must be segregated from other municipal funds and applied solely to the expenses of providing the service or improvement. The cost of an improvement must be fair, just, and equal. At least one hearing must be held, and notice of the hearing must be mailed to the record owner of each <sup>parcel</sup> ~~party~~. Without at least one hearing, and mailing of the hearing notices to parties involved, the assessment constitutes taking of property without due process.

I was just going to wait until the eighteen months passed, and see what happened, let the City make the first move. That didn't work. A man came to my door and said he was from the Health Dept., and he wanted to enter my house to do a "dye test" because my "neighbor or someone" complained about the sewage mess in my back yard. (I did have a major problem). I told him he couldn't come in, and I closed the door. I knew that would not end the matter. I did not know what he would do next, but I was sure I would not like it. I went to see Mr. Stimas, and told him what happened. I told him I would pay the \$200.00 Tap-in fee, and sign the contract to pay the benefit fee over 40 years. (This will cost me over \$9,100.00 with interest.) I told him again that I didn't think it was right, and if it was just between me and the City, I would fight them from now until doomsday. (This was before I found out that the city had expended no money on my behalf). However, the Health Dept. trumps us both, and I had no choice. The City will not issue any permit to connect to the sewer unless the benefit fee is paid, or the contract is signed. Since I was in violation

of the health code, I had no choice. I had to get the Health Dept. off my back before I got into more trouble. This is my Duress. I never had any intention of paying the benefit fee. Since freedom of will is essential to a valid contract and one may not be considered to exercise freedom of will when under duress, it follows that duress vitiates all contracts induced thereby. A contract made under duress is ordinarily voidable and not void, for the consent is present, although not such a free consent as the law requires. Other than the benefit fee, I had no other objection to hooking up to the sewer. Mr. Stimac took me to the treasury office to pay the tap-in fee and sign the contract. The lady took the \$100.00, and filled out three originals of the contract. I asked if I could print "signed under duress" above the signature line before I signed. She just laughed and said it didn't matter - no one would see it anyway. I did this on all three originals. (Exhibit D) My fears of duress were realized when the health inspector showed up with the police, who informed me that they had a warrant to enter the house, and if I did not allow it, I would be arrested. They came while the plumbers were here, in the middle of the job. I showed the inspector the severed sewage pipe exiting the house, and told him this is where the dye will come out. He looked around a lot, talked to the man in charge, and he and the police left without further incident.

(Exhibit E)

The City has violated my rights by not providing a proper means for redress of grievances. This matter should never have gotten this far out of hand. Before this was turned over to Oakland County, I went to talk to the City Attorney hoping to resolve this.

She was not very willing to talk, but asked several times "What if you're wrong?" She should have shown me why I'm wrong, that's why I was there. Finally, I told her all I want is a trial, they can't just take my house without a trial, can they? She said no, there would be a trial.

When I received the Foreclosure Hearing Final Notice dated Dec. 1, '05, I called the O.C. Treasurers office to confirm, and get further information. To me, "Show Cause" and "Court Hearing" means a trial before a judge to present my defense. I spoke to Laura. She told me there will be no trial. She said the Show Cause Hearing the week of Jan. 9, '06, and the Court Hearing on Feb. 1, '06 are both the same thing. They are only for me to show that I can not afford to pay my taxes, and ask for an extension. There will be no trial to decide who is right or wrong. She said that the only way I can settle this is to talk to City Manager, John Szerlag, and have him write a letter to Cathy Patterson. She said to get a copy of the letter for myself, and call to confirm that Cathy received her copy. I called twice the week of Dec. 5th. To request an appointment with Mr. Szerlag, he didn't return my calls. I left a message on Mayor Schilling's home voice mail, stating that I had a problem with the City that I couldn't resolve, and asked for an appointment with her. She wouldn't return my call either. After trying unsuccessfully to find an attorney, I begrudgingly paid the \$459.77 taxes and interest for 2003.

December, 2006

I received a Foreclosure Hearing Notice for the 2004 taxes. On Dec. 26 or 27th, I spoke to atty. Michael Ross. He said it would cost more than it's worth to

fight this, and I don't have much of a case. He also said that the "Circuit Court" hearing would be my chance to present my case to a judge. I called the Oakland County treasurers office (have call on tape), and spoke to the lady who answered, and her supervisor. (I forgot to get their names). The supervisor told me I can't fight taxes - everyone pays them, this is not a trial, there will be no trial, and if I don't pay the taxes, they will take my property! I explained that this is not really a tax, but an unfair assessment that I refuse to pay. She said they show it as a tax, I should fight this at the Troy assessors office. I went and spoke to Nino Licari, Director of the Troy Assessor's office. He said his department has nothing to do with sewer fees, they are handled in the Building Dept. He said that the O.C. Treasurers office told me wrong, they pay the City, then collect from me. He also said that there will be no trial, the county will just take my property. He also agreed (off record of course) that the City should not charge the fee and interest when no money was expended. Mr. Licari also told me that the City turns over all unpaid assessments (like weed mowing) to the County, that's how they collect their money.

I received papers dated Dec. 28, 2006 from the O.C. Treasurers office that shows that they do show it as "delinquent water."

I reserve the right to submit other documents or evidence during trial.

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Attachments/  
Exhibits  
A, B, C, D, E, F

Date  
1/18/07

Respectfully  
Leroy Nardi  
97 E. Wattles  
Troy, MI 48085  
(248) 689-3098

Patrick M. Dohany, Treasurer  
 1200 N. Telegraph Road  
 Bldg 12 E Dept. 479  
 Pontiac, MI 48341-0479  
 (248) 858-0611  
 www.oakgov.com/treasure  
 RETURN SERVICE REQUESTED  
 December (2006) 88 20-15-355-060



7117 6233 8235 0878 7923

**NOTICE OF PROPERTY  
 TAX DELINQUENCY**



AMOUNT ENCLOSED: \$ \_\_\_\_\_

\*\*\*\*\*AUTO\*\*3-DIGIT 480 T13 P1 2641  
 NARDI, LEROY  
 97 E Wattles Rd  
 Troy, MI 48085-4701

PATRICK M. DOHANY  
 OAKLAND COUNTY TREASURER  
 GROUND FLOOR COUNTY COURT HOUSE  
 1200 N TELEGRAPH RD DEPT 479, BLDG 12 EAST  
 PONTIAC, MI 48341-0479

DATE: December 2006

**PLEASE DETACH AND RETURN WITH YOUR PAYMENT IN THE ENCLOSED REPLY ENVELOPE**

CITY OF TROY	88 20-15-355-060		Property Address: 97 E WATTLES		
Year	Base Tax Amount	Plus Interest, Fees, Penalties	If Paid in December	If Paid in January	If Paid in February
2005	Taxes owed for 2005 tax year will not go for foreclosure until March 31, 2008 (if prior years paid)				
2004	273.40	351.15	624.55	628.66	632.76
<b>PARCEL TOTAL DUE</b>			624.55	628.66	632.76
<b>GRAND TOTAL DUE OF THE ABOVE AMOUNTS LISTED</b>			624.55	628.66	632.76

PLEASE NOTE: Amount due is correct as of the extraction date. It is subject to future change. Fees for certified mailing, personal service, publication etc. will be added as they are accrued and may not currently appear in projected monthly payoff amounts.

**Only a Certified Check, Money Order, or U.S. Currency will be accepted for payment of this liability, beginning January 1, 2007.**

**FORECLOSURE HEARING FINAL NOTICE**

You have been identified as possibly having an interest in property that was forfeited. On April 2, 2007, by state statute, this property will be foreclosed in the name of the Oakland County Treasurer. Any person holding a legal interest in this property will lose that interest as a result of the foreclosure. Persons currently occupying this property may have to vacate.

You are hereby notified that a Show Cause Administrative Hearing will be held by appointment during the week of January 15, 2007. If you wish to attend, contact the office @ 248-858-0611, for a Show Cause Hearing request form.

The Circuit Court hearing, case number 06-074476-CZ, will be held, in front of Judge Rudy J Nichols, February 14, 2007.

**The property may be redeemed by paying all the 2004 and prior taxes, if indicated as owed, including all of the interest, penalties, and fees, attached to those years. If the property is not redeemed on or before April 2, 2007, the court will have rendered its decision. You will LOSE YOUR REDEMPTION RIGHTS AND WILL HAVE LOST YOUR PROPERTY. Absolute title to the property will pass to the Oakland County Treasurer and it will be sold.**

Payments may be made in person or by mail and payable to Patrick M. Dohany, Oakland County Treasurer, 1200 N. Telegraph, Bldg. 12E, Dept. 479, Pontiac, MI 48341-0479. Phone Number (248) 858-0611. Include the top portion of this statement with your payment. A receipt will be mailed to you. Personal checks received may be cleared electronically. If cleared electronically, the check number, amount, date and the County's name will appear on your bank statement. For your protection, the original check will be destroyed. On-line payments by credit card are now available for delinquent taxes (not after Jan. 1 for properties in foreclosure). Go to www.oakgov.com/treasure then link to Pay Delinquent Taxes. DO NOT WAIT until the last minute to perform an on-line payment. Payments must be posted or postmarked by 12:00 midnight on the last day of the month. If you have a problem with an on-line payment, you need to allow time to use an alternative payment method. An access fee is charged in addition to the tax amount.

Exhibit A



April 26, 2001

500 West Big Beaver  
Troy, Michigan 48084  
Fax: (248) 524-0851  
www.ci.troy.mi.us

Leroy Nardi  
97 E. Wattles  
Troy, MI 48098-4735

Area code (248)

RE: AVAILABILITY OF SANITARY SEWER

Assessing  
524-3311

Dear Property Owner:

Bldg. Inspections  
524-3344

We are pleased to inform you that the sanitary sewer constructed as part of the subdivision in the rear of your property is ready for service. Your patience during this construction has been appreciated.

Bldg. Maintenance  
524-3368

City Clerk  
524-3316

Enclosed with this letter is an information sheet describing how to obtain the necessary permits for the installation of your house lead. Also, described are inspection services provided at the time of installation. Subsequent to obtaining permits, you may make arrangements at the Building Department for payment of the appropriate tap-in fee. The fee for a single-family residence includes a \$200.00 Interceptor Connection (tap fee) and a \$3400.00 Lateral Benefit Charge, which is your share of the cost of construction. These fees may be paid in full or may be financed for a period of up to 40 years. If you are going to sign a finance contract for the sewer payment, please bring in proof of ownership on the property. Uses other than single family residential will be charged on the property frontage, size and use of the structure.

City Manager  
524-3330

Community Affairs  
524-1147

Engineering  
524-3383

Finance  
524-3411

Fire-Administration  
524-3419

Human Resources  
524-3339

Because septic systems are liable to create health problems, the law requires connection to the sewer be made within a specified time. Chapter 19-City Sewer Services, Section 2.65 of the Troy City Code requires that connections be made within eighteen (18) months of the date of this letter. Your connection must be made before November 1, 2002.

Information Services  
619-7279

Law  
524-3320

You may be eligible for Community Block Development Grant funding for this project. Please contact Ronald Barnard (248) 524-3399 for information.

Library  
524-3545

Parks & Recreation  
524-3484

If you have any questions regarding the sewer connection, the financing, or fees, please feel free to contact the Building Department at (248) 524-3348.

Planning  
524-3364

Police-Administration  
524-3443

Public Works  
524-3370

Purchasing  
524-3338

Real Estate & Development  
524-3498

MS/pp  
Enclosure

Treasurer  
524-3334

General Information  
524-3300

Sincerely,

Mark Stimac

Director of Building & Zoning

Exhibit B

8. Sewer Benefit Fee. Whenever any person shall seek a connection to a public sewer, as defined in Chapter 19 of this Code, he shall pay a sewer benefit fee in lieu of paying the cost of constructing such public sewer, except in those cases where the cost of construction has been financed by special assessments assessed to said premises, or by agreement and paid by the owner thereof. The City Engineer shall determine which properties shall be allowed or required to tap the public sewer based on sewer depth, distance from the public sewer, and other engineering and cost factors. The sewer benefit fee, representing the cost of construction of that portion of the City-wide sewer system attributable to the proportionate benefit to be received by the applicant's property, shall be determined by resolution of the City Council from time to time. No permit for any connection to any public sewer shall be granted until the owner of the premises shall pay or agree to pay the sewer benefit fee attributable to such property.

(Rev. 9-25-78)

9. Inspection Fee. An inspection charge of \$15.00 shall be included in the cost of a water connection permit for all single family residences: Other inspection fees shall be based on estimates of actual cost to the City for labor, materials and contingencies and shall be computed by the Chief Building Inspector for Sewer and the Superintendent of Public Services for Water.

(Rev. 2-4-80)

10. Payment of Fees. The Sanitary Trunk and Interceptor Connection Fee, the Sewer Benefit Fee and Sewer Permit Fee (collectively in this Section called "Sewer Fees") and/or the Water Improvement Fund Fee, Water Benefit Fee, and the Water Connection Fee (collectively in this Section called "Water Fees") shall be paid as follows:

(Rev. 2-26-73)

- 10.01. Cash payments shall be made for all Sewer Fees payable for new buildings constructed in areas where public sewers, as defined in Chapter 19 of this Code, are available, or construction of same has been approved by the City Council. No building permit shall be issued for construction of a new building until all Sewer Fees have been paid and the sewer permit has been obtained.

SEWER CONTRACT

WHEREAS, Chapter 20 Section 10.03 of the Troy City Code provides for payment of the Sanitary Trunk Interceptor Connection Fee, the Benefit Fee, and the Sewer Permit Fee (Collectively called Sewer Fees) over a maximum period of 40 years for buildings existing prior to the construction of the sewer and:

WHEREAS, the undersigned are owners of property located in the City of Troy, Oakland County, Michigan, being more particularly described as follows:

20-15-355-060  
97 E. WATTLES  
T2N, R11E, SEC 15  
CRESTFIELD SUB  
LOTS 144 & 145

and

WHEREAS, the undersigned owner(s) of the premises hereby gives the City of Troy voluntary lien on this property for \$ 3400.00 \_\_\_\_\_, the amount of the Sewer Fees.

Now, THEREFORE, the undersigned owner hereby agrees to pay the Sewer Fees in quarterly installments of \$ 57.00 each. The minimum payment shall not be less than \$ 57.00 quarterly. Said payments are to be paid quarterly with the quarterly water billings. Interest shall be at the rate of 6% per year on the unpaid balance.

This instrument shall be binding upon and inure of the benefit to the parties hereto, their heirs, representative, successors, and assignees.

If such quarterly billings are not paid by the due date specified, the charge shall be subject to the same penalties as provided by Charter for City taxes, and if said charges remain unpaid they shall be returned delinquent, with interest and penalty added to the County Treasurer for collection in the same manner in which City, County, and School taxes are returned delinquent.

IN WITNESS WHEREOF, the undersigned affixed HIS signatures on the 21ST day of NOVEMBER A.D. 19 2001 .

IN PRESENCE OF

Susan Ferguson  
SUSAN FERGERSON

*Signed under Duress*  
Leroy S. Nardi (L.S.)  
LEROY NARDI

\_\_\_\_\_  
(L.S.)

Exhibit D

# City of Troy

# Sewer Tap Permit No: PSI2001-0007

Building Department  
Phone: (248) 524-3344

500 W. Big Beaver Road  
Fax: (248) 689-3120

Troy, Michigan 48084  
Hours: Mon-Fri 8am - 4:30pm

97 E WATTLES 88-20-15-355-060 Subdivision: Zoning: Construction Type:	Lot:  Use Group:	Location NARDI, LEROY 97 E WATTLES TROY MI 48085-4735 248 689 3098	Owner
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Issued: 11/21/2001

*FOR INSPECTIONS - CALL (248) 689-5744  
Inspections called in by 6:00 A.M. will be  
scheduled the same day.*

OWNER OF PROPERTY NARDI, LEROY 97 E WATTLES TROY MI 48085-4735 248 689 3098	Applicant
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Work Description: R-SEWER TAP

Special Stipulations:  
Work will meet all codes and inspections.

Paid	Permit Item	Work Type	Fee Basis	Item Total
At Issue	R-1C Sewer Benefit Fee	Sewer Benefit	1.00	\$3,400.00
At Issue	Single Family Residential Tap	Sewer Tap	1.00	\$200.00

### Sewer Tap

**Total Due: 3600.00**



\*PSI2001-0007%PSI%3600.00\*

Payment Validation

CITY OF TROY - TREASURER'S  
11/26/2001 PAID 200.00 PSI  
0001 TR2 CK RCTNUM 000000003

This permit is issued subject to the Building Code, Zoning Ordinance and all other Ordinances of the City of Troy, and shall become void once work is abandoned for a period of ninety (90) days.  
Separate permits must also be obtained for signs and any plumbing, heating, refrigeration, electric, sewer or on lot disposal work.  
This permit conveys no right to occupy any street or public right-of-way, either temporarily or permanently.

[ ] TREASURER COPY

[ ] DEPARTMENT COPY

[ ] CONTRACTOR COPY

3509  
3341 N/R  
PEACE OFFICER

01-L044917 TR  
12/17/01 MON

INCIDENT-PEACE OFFICER  
97 E WATTLES RD TRO

RECEIVER: 00423 ORIGIN: TELEPHONE ✓-RCV- -DIS- -ARV- -CLR-  
DISPATCHER: 00502 11:05:30 11:21:51 12:04:33 12:06:20  
UNITS SENT: 995 BADGES: 00085 16:21 42:42 1:47

AREA: TR05

COMPLAIN: [REDACTED]

01/01

10/D

ACTIVITY:

OAKLAND CO HEALTH DEPT

11:21:51	DISPATCH	995	BY: 00502
11:49:56	DISPATCH	511	BY: 00502
11:50:00	DISPATCH	292	BY: 00432
11:51:35	ENROUTE ON INCIDENT	511	BY: 00020
12:04:33	ARRIVED	511	BY: 00020
12:05:20	ARRIVED	292	BY: 00432
12:05:21	CLEAR	511	BY: 00020
12:05:24	CLEAR	292	BY: 00432
12:06:20	CLEAR	995	BY: 00085

BY: 00423 WAITING IN THE PD LOBBY  
BY: 00423 NEEDS TO DO A DYE TEST...HE HAS A COURT ORDER  
BY: 00423 COMPL REQUESTING ACO ALSO FOR A VICIOUS DOG ON THE PROPERTY  
BY: 00085 INCIDENT AKEN CARE OF WITH OUT INCIDENT

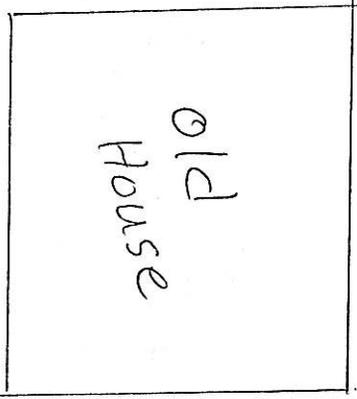
AD

Exhibit E

Not To Scale

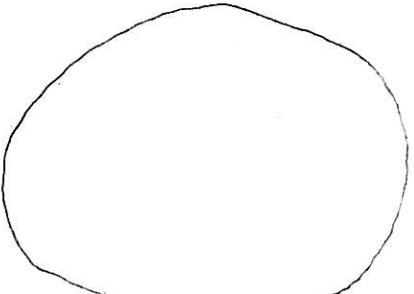
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New Homes

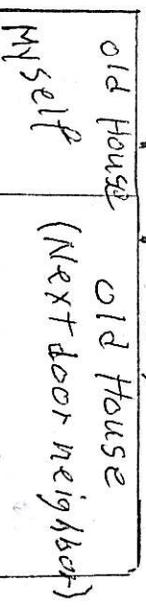


Dead End

Crestfield ST.

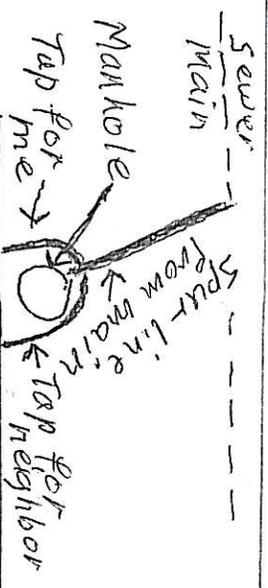


New Homes



New Homes

Hanover St.



← 80' → ← 160' →

Wattles Rd.

Exhibit F