

May 23, 2006

**FILED<sup>3</sup>**  
MAY 24 2006  
Missouri Public  
Service Commission

The Honorable Colleen M. Dale  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO. 65102-0360

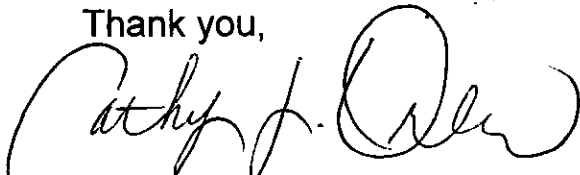
Re: Case Nos. WC-2006-0082, WC-2006-0090, WC-2006-0107,  
WC-2006-0122, WC-2006-0121, WC-2006-0120, WC-2006-0129,  
WC-2006-0139, WC-2006-0138

The Honorable Judge Dale:

Please find enclosed for filing, "Complainant's Statement to the Commission Regarding the Respondents' Response to Complainant's Separate Requests for a "Certificated" Company to Provide Regulated Service on Big Island," and "Complainant's Response to Respondents' Motion to Compel and Motion to Waive Requirements of 4CSR240-2.090(8)." Five additional copies are also enclosed for the appropriate Commission personnel; if you would be so kind as to bring this filing to their attention.

Please contact me, if you should have any questions regarding this filing.

Thank you,



Cathy J. Orlor  
3252 Big Island Drive  
Roach, MO. 65787  
(573)317-1490

**BEFORE THE PUBLIC SERVICE COMMISSION OF  
THE STATE OF MISSOURI**

**FILED<sup>3</sup>**

Cathy J. Orlor,

MAY 24 2006

Complainant,

Missouri Public  
Service Commission

v.

Case No. WC-2006-0082, et al.

Folsom Ridge, LLC, (Owning and  
Controlling the Big Island  
Homeowners' Association),

Respondent.

**COMPLAINANT'S STATEMENT TO THE COMMISSION  
REGARDING THE RESPONDENTS' RESPONSE TO  
COMPLAINANTS' SEPARATE REQUESTS FOR A  
"CERTIFICATED" COMPANY TO PROVIDE REGULATED  
SERVICE ON BIG ISLAND**

Comes now, Cathy J. Orlor, on her own behalf, to state the following  
to the Commission:

1. On or about April 27, 2006, the Complainants filed separate requests to the Commission, "FOR A REGULATED PUBLIC UTILITY OPERATED AND MANAGED BY A "CERTIFICATED" COMPANY INDEPENDENT OF ANY ASSOCIATIONS WITH THE RESPONDENTS OR ANY OF ITS AGENTS OR REPRESENTATIVES." Although the titles of the separate pleadings differed, the requests of the Complainants to the Commission did not.
2. On May 15, 2006, the Respondents filed the "RESPONDENTS' RESPONSE TO COMPLAINANTS' SEPARATE REQUESTS FOR A "CERTIFICATED" COMPANY TO PROVIDE REGULATED SERVICE ON BIG ISLAND."

In paragraph 1 of the Respondents' response, the Respondents' state that, "...each complainant will deem its complaint satisfied if a regulated company offers and provides water and sewer service to the residents of Big Island." This statement is **NOT CORRECT** – no Complainant will deem its Complaint to be satisfied, merely by a regulated company offering and providing water and sewer service. To make it absolutely clear to the Respondents and to the Commission, the Complainant again, makes the following statement, by requesting: "A REGULATED PUBLIC UTILITY, OPERATED AND MANAGED BY A "CERTIFICATED" COMPANY INDEPENDENT OF ANY ASSOCIATIONS WITH THE RESPONDENTS, OR ANY OF ITS AGENTS OR REPRESENTATIVES."

3. As cited by the Respondents in their response, in paragraph 5:  
*"...Although the Commission has broad powers,*

*(t)hose powers do not, however clothe the Commission with the general power of management incident to ownership. The utility retains the lawful right to manage its own affairs and conduct business as it may choose, as long as it performs its legal duty, complies with lawful regulation and does no harm to public welfare."*

Nine Formal Complaints were filed with the Missouri Public Service Commission against the Respondents as a result of this utility:

- a. **NOT** performing its legal duty
- b. **NOT** complying with lawful regulation
- c. **AND** creating potential harm to public welfare

These are the very reasons the Complainants and their Complaints are before the Commission today!

4. The Respondents and the utility they have constructed, operated and managed, has a proven 7 (seven) year documented history of not complying with lawful regulations of the state of Missouri, by committing numerous DNR violations and repeat violations. (Exhibit 1).

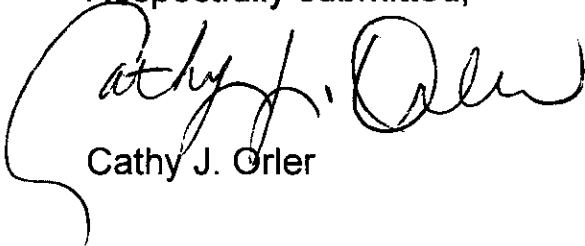
5. A 5 (five) year battle between residents of Big Island and the Respondents regarding the incorrect installation of the water and sewer utility, ultimately resulted in a "Settlement Agreement," (Exhibit 2), between the Attorney General's Office, the Department of Natural Resources, and the Respondents, (Folsom Ridge, LLC), to correctly re-install the incorrect installation of the utility system, by separating the water and sewer lines that had been placed together in the same trench. Despite the Respondents violation of the existing regulation governing the separation of the water and sewer lines, (reference violation #2 – Exhibit 1), there is a seemingly blatant disregard, and obvious disrespect for the existing regulation, the violation that was issued to correct the condition, and the agency enforcing the lawful regulation of the system' installation, as the Respondents completed this project, and still, did not comply with the laws and regulations; regardless of the many and numerous pleadings from the Big Island residents to correctly separate the water and sewer lines.
6. Furthermore, while operating under the mandated "Settlement Agreement," (reference Exhibit #2), the Respondents violate #15 of this agreement:  
"... In consideration for the release contained herein, Folsom agrees to comply with all applicable Missouri water pollution statutes and regulations in the future"; by committing yet, another repeat violation. (Reference violation #7 – Exhibit 1).
7. In addition to "not performing its legal duty; and not complying with lawful regulation; and creating potential harm to public welfare; (as documented by the regulatory agencies of the state), there is also documented evidence of negligence and misrepresentation of the Respondents, by the residents of Big Island, that has been made a part of public record:
  - a. Exhibit #3 – A disrespect and disregard for the property rights of other property owners by the Respondents, by illegally trespassing.

- b. Exhibit #4 – A sewer leak that continued for approximately 5 months, until insistence from residents, prompted its repair.
- c. Exhibit #5 – Harassment and Physical Assault in the 3<sup>rd</sup> Degree by the Respondents to Big Island resident.

Wherefore, the Complainant pleads with the Commission to:

- 1. Regulate this utility
- 2. Exercise its judicial powers as cited in Chapter 393, Section 393.145.1, by placing this utility under the control and responsibility of a receiver; (operated and managed independently of any associations with the Respondents or any of its agents or representatives), as per the provisions afforded the Commission, when a utility forfeits its right to manage its own affairs and conduct business, by:
  - a. **NOT** performing its legal duty
  - b. **NOT** complying with lawful regulations
  - c. **AND** creating potential harm to public welfare

Respectfully submitted,



Cathy J. Orlor

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent this 23rd day of May, 2006, to the General Counsel's Office, and the Office of Public Counsel, and via U.S. mail, postage prepaid to Mark W. Comley, 601 Monroe Street, Suite 301, P. O. Box 537, Jefferson City, MO. 65102

# Exhibit 1

## **Concerned Homeowners of Bio Island** **Document Seven Years of Bad Behavior**

As the attached evidence points out, Folsom Ridge LLC, Longmont, Colorado, developer of Big Island real estate, has been a less than "model corporate citizen" to residents of Camden County and the State of Missouri.

Since 1998, there have been numerous instances of uncivil-type behavior from the project manager (threats, harassment and even physical violence) as well as disrespect for the environment (trees cut down and never replanted; illegal dumping; unsupervised fires set) as well as documented disregard for state laws and regulations resulting in numerous violations, legal actions, and homeowner complaints over the past seven (7) years including:

**(1) Starting construction/installation of the water and sewer system without a permit from the Missouri Department of Natural Resources (DNR).**  
(November 19, 1998)

**(2) Issued a Notice of Violation #1315 by the DNR for failure to construct water lines and sewer lines in accordance with approved plans.**  
(May 25, 1999)

**(3) Received a reprimand by the Camden County Road and Bridge Department for digging up a utility crossing to repair a leaking line, tearing up new asphalt, without a permit.**  
(Sept. 26, 2000)

**(4) Responding to issues raised by the Attorney General of Missouri, specifically that the wastewater system was not built as submitted to the Department of Natural Resources, answer was given that the DNR agrees that the system was not constructed as approved.**  
(April 17, 2002)

**(5) Received DNR Complaint JC 011193 for improper disposal (dumping) of roofing shingles on top of the hill near the wastewater treatment plant and public drinking water supply.**  
(October 18, 2001)

**(6) Settlement Agreement (SA) requiring Folsom Ridge, LLC to correct the violations observed during the digging of the test pits on January 12, 2004 which proved that the water and sewer lines have been improperly installed per DNR regulations.**  
(April 26, 2004)

**(7) Issued a Notice of Violation #11210SW by the DNR for causing or permitting construction, installation or modification of community public water supply without written authorization by extending Phase I Water Main "off the Island".**  
(June 28, 2005)

**(8) Issued a series of violations of the Missouri Safe Drinking Water Regulations by the DNR. Included in these were: failure to collect routine samples from the distribution system; dispensing of water without obtaining a written permit to dispense water; and failure to develop a written total coliform bacteria sample siting plan. In addition, several construction deficiencies in the public water system were also noted.**  
(June 28, 2005)

Exhibit 2  
page 1

#15 - last page  
violated

### SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made between the Missouri Department of Natural Resources, the "Department"; Jeremiah W. (Jay) Nixon, Attorney General of Missouri, the "AGO"; and Folsom Ridge, L.L.C., "Folsom". The parties, the Department, the AGO, and Folsom, enter into this agreement on the date this Settlement Agreement is signed by the Department.

WHEREAS, Jeremiah W. (Jay) Nixon is the duly elected, qualified, and acting Attorney General of the State of Missouri.

WHEREAS, the Department is the state agency authorized to administer the provisions of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri (as amended) on behalf of the Clean Water Commission and the Missouri Safe Drinking Water Law, Chapter 640 of the Revised Statutes of Missouri on behalf of the Safe Drinking Water Commission.

WHEREAS, Folsom developed the Big Island Subdivision (Big Island) located in the NW ¼, NW ¼, SW ¼, Sec. 6, T38N, R17W, in Roach, Camden County, Missouri.

WHEREAS, Folsom built a wastewater treatment facility (WWTF), septic tank with a recirculating sand filter and chlorination, including collection (sewer) lines, to serve the residents of Big Island. Sludge is disposed of by a contract hauler.

WHEREAS, the receiving stream for the WWTF is the Little Niangua Arm of the Lake of the Ozarks basin, Class L2, which is waters of the state as defined in Section 644.016(17), RSMo.



# Exhibit 2 - page 2

WHEREAS, The Big Island Home Owners Association (BIHOA) owns and operates the WWTF pursuant to Missouri State Operating Permit (MSOP) MO-0123013. The MSOP expires on February 24, 2005.

WHEREAS, The Big Island Home Owners Association (BIHOA) submitted an engineering report, plans and specifications for a new community public water supply well, storage facility and distribution system and received approval for this report on December 18, 1998 pursuant to Public Drinking Water Program Review Number 31182-98. The approval was valid for two years.

WHEREAS, Folsom constructed a community water system as defined in Missouri Safe Drinking Water Regulation 10 CSR 60-2.015(2)(C)9.

WHEREAS, On December 18, 1998 the Missouri Public Drinking Water Program requested The Big Island Home Owners Association (BIHOA) to provide detailed drawings of the trench to match the revised specifications submitted by (BIHOA) and show the earthen shelf on which the water line was to be placed. The Missouri Public Drinking Water Program subsequently received the drawings, showing the earthen shelf.

WHEREAS, On February 23, 2000 final approval of the construction done under permit review number 31182-98 was sent to BIHOA which stated that this final approval does not include the distribution lines as the Department was unable to observe the placement of these lines to verify adequate separation of the water and sewer lines in accordance with community drinking water construction standards. This final approval also included the caveats that the Department reserves the right to require any and all necessary alterations of the system to bring it back into compliance with appropriate standards and to withdraw approval of the water supply facilities any time they are found to be unsatisfactory.

# Exhibit 2 - page 3

**WHEREAS**, The Big Island Home Owners Association (BIHOA) operates the Drinking Water Treatment Plant pursuant to Public Water Supply License MO-3031265.

**WHEREAS**, on January 12, 2004, department staff inspected Big Island and observed the following violations: the water and wastewater collection and distribution lines were placed in the same trench without proper separation between the lines; the water distribution lines were not placed on an undisturbed earthen shelf as was stated in the as-built drawings; and the water and sewer lines were not constructed in accordance with the approved plans.

**WHEREAS**, failure to construct according to plans is a violation of Missouri Clean Water Law, Section 644.076.1, RSMo, and 10 CSR 20-8.120 (11)(C)1 and Missouri Safe Drinking Water Law, Section 640.115.2, RSMo, and 10 CSR 3.010(1).

**WHEREAS**, the Missouri Clean Water Law, Section 644.076.1, RSMo, makes it unlawful to violate the Missouri Clean Water Law and regulations promulgated pursuant thereto and establishes civil penalties of up to and including ten thousand dollars and no cents (\$10,000.00) per day for each day, or part thereof for each violation.

**WHEREAS**, the Missouri Safe Drinking Water Law, Section 640.130.4, RSMo, makes it unlawful to violate the Missouri Safe Drinking Water Law and regulations promulgated pursuant thereto and establishes civil penalties of up to and including fifty dollars and no cents (\$50.00) per day, or part thereof for the first violation of sections 640.100 to 640.140 and one hundred dollars and no cents (\$100.00) per day or part thereof for the second violation and for each violation thereafter.

# Exhibit 2 - page 4

WHEREAS, the Department, the AGO, and Folsom desire to resolve all disputes or claims which could be made against Folsom for the above-alleged violations of the Missouri Clean Water Law and Missouri Safe Drinking Water Law.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Department, the AGO, and Folsom further stipulate and agree as follows:

1. The provisions of this Settlement Agreement shall apply to and be binding upon the Department, the AGO, and Folsom, as well as their successors in interest, and their successors in office. Further, each party executing this Settlement Agreement shall be responsible for ensuring that their agents, subsidiaries, affiliates, lessees, officers, servants, or any person or entity acting pursuant to, through, or for the parties, adhere to the terms of this Settlement Agreement.

2. Folsom agrees to pay a civil penalty in the amount of eight thousand dollars and zero cents (\$8,000.00) in the form of a certified check or cashier's check made payable to the "*Camden County Treasurer as Trustee for the Camden County School Fund.*"

The check for the civil penalty sum is due and payable upon execution of this Settlement Agreement by Folsom. The check shall be mailed to:

Mr. Robert Cook  
Assistant Attorney General  
PO Box 899  
Jefferson City, MO 65102

Receipt of the executed Settlement Agreement and check are acknowledged by the Department and the AGO signatures affixed hereto.

3. Within sixty (60) days of the execution of this Settlement Agreement, Folsom shall submit to the department an engineering report, plans and specifications,

# Exhibit 2 - page 5

identifying the corrections required to be made to the water distribution system required or proposed to be made to correct issues necessitating this Settlement Agreement. That report must contain the signature and seal of an engineer registered in the State of Missouri to practice such work. That engineer shall respond to the department regarding requests for clarification of information, inclusion of additional information and the like and shall be transmitted to the department within thirty (30) days of request by the department for further information.

4. Within one hundred and eighty (180) days of the Department's approval of the engineering report, plans and specifications and issuance of a construction permit, Folsom shall complete modification of the water distribution system weather permitting.

5. Folsom shall submit to the department an engineer's certification of construction completion.

6. Under no condition shall any construction take place to modify, correct or replace any portion of the water distribution system until the construction permit, referenced in paragraph 5 above, has been issued by the department, and all such construction must be in strict compliance with the approved plans and specification reviewed and approved by the department.

7. Folsom shall notify the department's Southwest Regional Office (SWRO), and in particular the engineering section of that office, of the commencement of construction and shall make arrangements with that office for inspections to be made at intervals during the reconstruction. Folsom, or his general contractor, shall make such arrangements at least seventy-two (72) hours in advance of the anticipated need for such inspection and agrees to advise of any canceling or rescheduling needed at least forty-eight (48) hours before such inspection is scheduled to take place.

# Exhibit 2 - page 6

8. Folsom agrees that, in the event of any conflict in placement and/or alignment between water and wastewater piping during the course of the project, that he, or his contractor, shall communicate such conflict to the engineering section of the SWRO and shall resolve such conflict with approval from that office. Folsom, or his contractor, also agrees to properly record such resolutions on "as-built" plans to be submitted at the time the project is completed. Finally, Folsom agrees to refrain from covering such resolutions with fill material until inspected by SWRO engineering staff, if so directed by that office.

9. The terms of this agreement shall not be deemed to have been satisfied until the project has been subjected to a Final Construction Inspection and approved by staff from the SWRO and until Folsom's engineer has submitted a properly sealed certification of project completion, to include a statement that the project was constructed in accordance with previously approved plans and specifications.

10. Should Folsom fail to meet the terms of this Settlement Agreement, including the deadlines set out in paragraphs 3 - 9, Folsom agrees to pay stipulated penalties in the following amount:

<u>Days of Violation</u>	<u>Amount of Penalty</u>
1 to 30 days	\$100.00 per day
31 to 90 days	\$250.00 per day
91 days and above	\$500.00 per day

Any such stipulated penalty shall be paid within ten (10) days of demand by the AGO as described in paragraph 2. above. This stipulated penalty is not a civil penalty, nor an administrative penalty. Rather it is a sanction for not complying with the terms of this agreement.

11. Nothing in this Settlement Agreement shall be construed as excusing or

# Exhibit 2 - page 7

forgiving future noncompliance with the Missouri Clean Water Law, Chapter 644, RSMo, and its implementing regulations or the Missouri Safe Drinking Water Law, Chapter 640, RSMo, and its implementing regulations. In the event that Folsom fails to pay the civil penalty or comply with any other terms as specified herein, a breach of this Settlement Agreement shall be deemed to have occurred and litigation to require compliance or any other remedies will be pursued, including but not limited to, filing suit for the violations of the Missouri Clean Water Law and/or the Missouri Safe Drinking Water Law as alleged in this Settlement Agreement.

12. Execution of this Settlement Agreement shall be complete when the Department has signed and dated the Settlement Agreement. As the last party signing the Settlement Agreement, the Department shall promptly distribute copies of the executed Settlement Agreement to the other signatories.

13. Upon receipt of full payment of the above-mentioned penalty and full compliance with this Settlement Agreement, the Department and the AGO agree to refrain from initiating or asserting against Folsom any civil or administrative suit claiming violations of the Missouri Clean Water Law, Chapter 644, RSMo, and Missouri Safe Drinking Water Law, RSMo 640, as alleged in this Settlement Agreement.

14. Each signatory to this Settlement Agreement avers that he or she has the authority to bind his or her respective party to this Settlement Agreement as evidenced by their signature on this Settlement Agreement.

15. In consideration for the release contained herein, Folsom agrees to comply with all applicable Missouri water pollution statutes and regulations in the future.

Violated

# Exhibit 2 - page 8

In Witness Whereof, the parties have executed this Agreement as follows:

## FOLSOM RIDGE DEVELOPMENT LLC

By: [Signature]  
Mr. Reggie Golden

Date: 4/10/04

By: [Signature]  
Mr. Rick Rusaw

Date: 4/10/04

## JEREMIAH W. (JAY) NIXON ATTORNEY GENERAL OF MISSOURI

By: [Signature]  
Robert C. Cook, Assistant Attorney General

Date: 4/20/04

## MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: [Signature]  
Jim Hull, Director  
Water Protection Program

Date: 4-26-04

# Exhibit 3

January 5, 2006

Big Island Homeowners Association Inc  
P.O. Box 536  
Roach, MO 65787

Dear HOA:

Find attached the invoice I am returning to you in the amount of \$100.00. I assume it was sent in error for the following reasons.

1. When you wrote to me about the septic cleaning, I wrote back with reasons why I did not want it done.
2. Never the less, if you did trespass on my private property illegally and pumped my septic system illegally, the tab is on you.

If you would send me the time, date, and company information as to when this illegal act occurred, I will turn it over to my attorney, and we will decide what civil action, if any, we will take.

Be aware, if you resend this invoice, or attempt to put a lien on the property, you better have deep pockets because you will then be paying my legal fees and damages, as well as your legal fees!!

Sincerely yours,

---

Stephen D. Kleppe

CC: Fred Davidson, Attorney at Law

Stephen D. Kleppe  
8210 E. Tether Trail  
Scottsdale, AZ 85255



(2)

Exhibit 4  
page 1

ib Number: 00950

port date: April 23, 2001

ility: Stoyen/Pewe

Collected by: Jerry  
Jennifer

Sample	Location	Date Collected	Time Collected
77P	AA - Jerry	04/20/01	1515
18V	AA - Jennifer	04/20/01	1520

Date of Analysis	Sample	Analysis Performed	Results
20/01	5477P	Fecal Coliform analysis	20 fecal colonies per 100 ml
20/01	1918V	Fecal Coliform analysis	10,909 fecal colonies per 100 ml

yst: *Michael Mc Duffey*

Analyses performed in accordance with approved methods described in the Standard Methods for Examination of Water and Wastewater, 19th Edition.

**Fecal Coliform / Stoyer's property**

**Environmental Impact:** The presence of fecal coliform bacteria in aquatic environments indicates that the water has been contaminated with the fecal material of man or other animals. At the time this occurred, the source water may have been contaminated by pathogens or disease producing bacteria or viruses which can also exist in fecal material. Some waterborne pathogenic diseases include typhoid fever, viral and bacterial gastroenteritis and hepatitis A. The presence of fecal contamination is an indicator that a **potential health risk exists for individuals exposed to this water.** Fecal coliform bacteria may occur in ambient water as a result of the overflow of domestic sewage or nonpoint sources of human and animal waste.

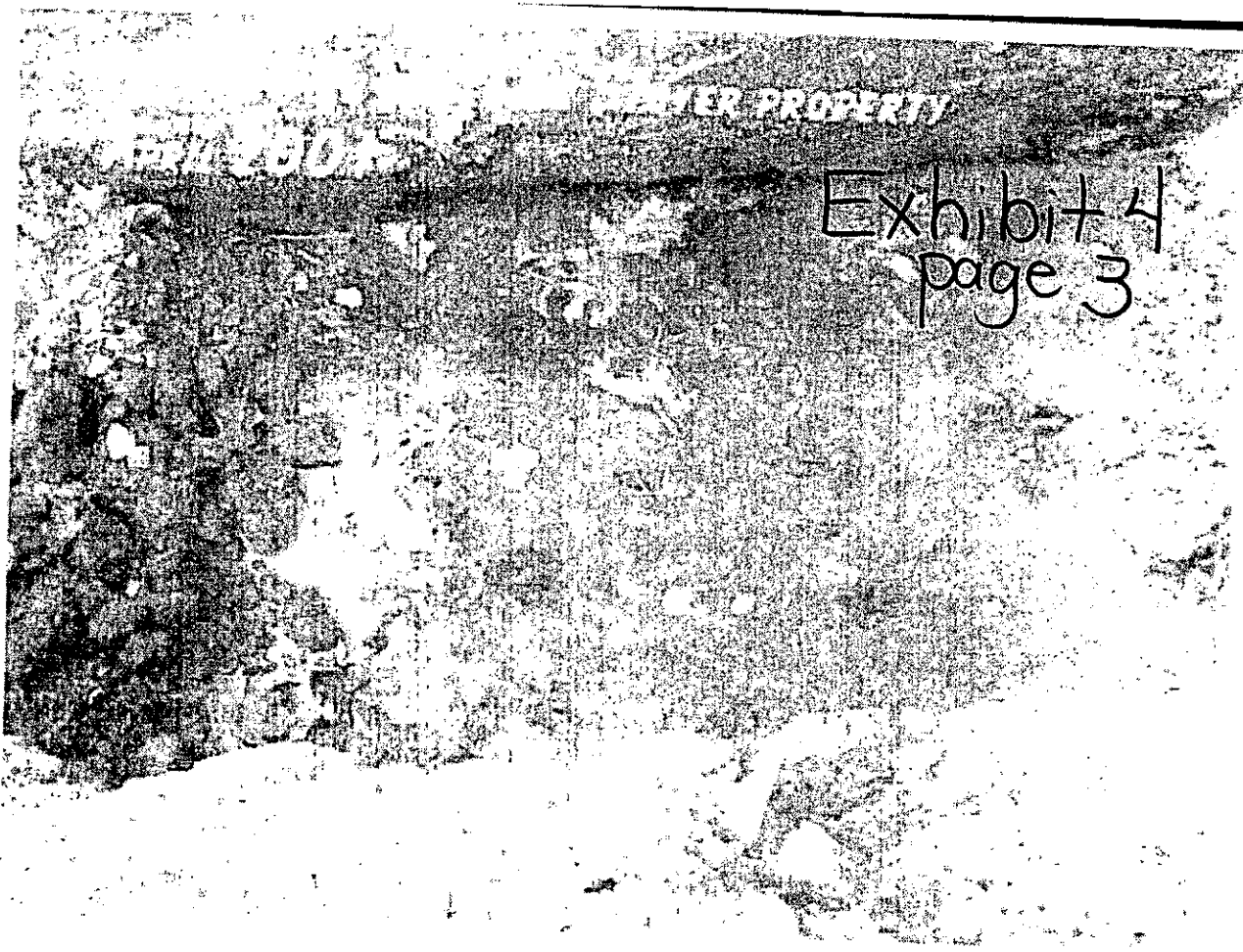
**Criteria:** The criteria for swimming is fewer than 200 colonies/100 mL; for fishing and boating, fewer than 1000 colonies/100 mL; and for domestic water supply fewer than 2000 colonies/100 mL.

**Note:** The sample taken from Stoyer's property, and tested by Mike McDuffy's lab, was 10,900 fecal colonies / 100ml.

5 times higher than the above criteria...

**Note2:** Mr. Stoyer while digging a trench well elevated above his own septic system, hit a vein of polluted water which dumped in excess of 100 gallons into the trench..

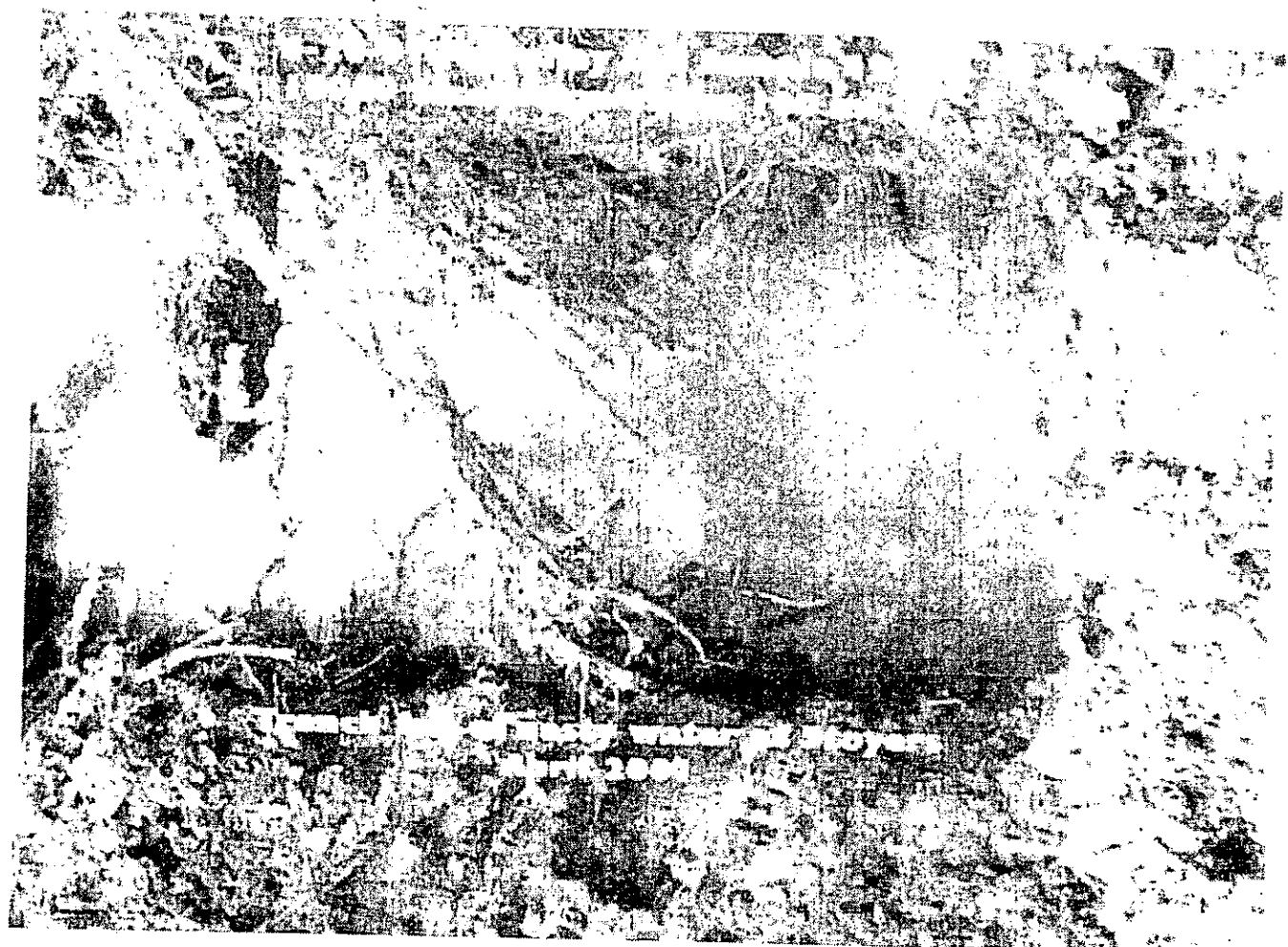
Samples were taken by Camden County waste water dept..



PROPERTY

Exhibit 4  
page 3

1



French ... water ...  
April 2000

③

Exhibit 4  
page 4



*Stoyers house looking up hill toward filter beds*

Dave Lees in a supervisory capacity for Folsom Ridge llc. These pictures were what triggered the assault on Ben Pugh. All pictures were taken with a zoom digital camera from the county road.. Wednesday morning 5/9/01



# Camden County Sheriff's Department 001315

3 Court Circle Camdenton, MO 65020

## Offense / Incident Report

Report Date <b>05/19/2000</b>	Type of Incident <b>HARASSMENT</b>	Complaint No. <b>YR00-1315</b>	Status <b>ACTIVE</b>	Page <b>1</b>
Incident Date/Time: <b>Occurred On Friday 05/19/2000 to Friday 05/19/2000</b>				
Incident Location: <b>Str#/Box Street/Rt BIG ISLAND Apt. City CAMDENTON St. MO Zip 65020</b>				
Location Description: <b>AA</b> Jurisdiction: <b>CAMDEN COUNTY</b>				
Geo Code <b>05A</b> Sector Ward				
Category: <b>ALL OTHER CRIMES</b> Investigator Assigned: <b>DSN Name</b>				
Complainant/Reporting Party:				
Name <b>PUGH, BENJAMIN D</b> Sex <b>M</b> Race <b>W</b> DOB <b>05/03/1931</b> Age <b>69</b>				
SSN <b>496-26-0834</b> ID Home <b>(573) 346-4336</b> Bus. Alt.				
Str#/Box <b>HCR 67</b> Street/Rt <b>BOX 726</b> Apt. City <b>ROACH</b> St. <b>MO</b> Zip <b>65787-</b>				
Received Date <b>05/19/2000</b> Received Time <b>17:45</b> Dispatch Date <b>05/19/2000</b> Dispatch Time <b>17:45</b> Officer Arrival Time <b>17:45</b> Officer Departure Time				
<b>Victim Information</b>				
Name <b>PUGH, BENJAMIN D</b> Sex <b>M</b> Race <b>W</b> DOB <b>05/03/1931</b> Age <b>69</b> Height Weight				
SSN <b>496-26-0834</b> ID Home <b>(573) 346-4336</b> Alt. Bus. Hair Eyes				
Str#/Box <b>HCR 67 BOX 736</b> Apt. City <b>ROACH</b> St. <b>MO</b> Zip <b>65787-</b>				
Injured <b>No</b> Injury Type Hospital Disposition Prosecute <b>Yes</b>				
Victim Statement: TODAY AT ABOUT 4:30 PM WHILE HE WAS WALKING HIS TWO DOGS ON HIS LAKE ROAD, A BLACK PICKUP TRUCK DRIVEN BY DAVID LEE, PURPOSLY STEERED TOWARDS HIM FORCING HIM AND HIS DOGS OFF THE ROADWAY. PUGH YELLED AT LEE AND LEE SCREECHED TO A STOP AND THEN BACKED UP, OBSCENITIES WERE EXCHANGED BETWEEN LEE AND PUGH.				
<b>Suspect Information</b>				
Name <b>LEE, DAVID</b> Sex <b>M</b> Race <b>W</b> DOB <b>11</b> Age <b>0</b> Marital				
SSN ID Driver Lic. Home Alt. Bus.				
Str#/Box Street/Rt Apt. City St. Zip				
Hair Eyes Height Weight Facial Hair Complexion				
Build Teeth Voice Deformities				
Employed <b>No</b> Occupation Employer				
Alcohol <b>Unknown</b> Drugs <b>Unknown</b> Identified <b>No</b> Located <b>No</b> Near Scene <b>No</b> Miranda <b>No</b> Code Ref. No. <b>YR00-1315</b>				
Veh. Year Make Model Color <b>BLACK</b> License Tag Year				
Vehicle Desc.				
<div style="display: flex; justify-content: space-between;"> <span><b>Charge(s)</b></span> <span><b>Classification</b></span> <span><b>Jurisdiction</b></span> <span><b>UCR</b></span> <span><b>Statute</b></span> <span><b>Local Code</b></span> </div>				

Exhibit 5  
page 1

Cont...

Reporting Officer **SHIPP DAVID #2464**

Approving Officer  
(Cover Pages Only)

S. D. Shipp

# Camden County Sheriff's Department

3 Court Circle - Camdenton, MO 65020

## Offense / Incident Report

# 001315

Report Date	Type of Incident	Complaint No.	Status	Page
05/19/2000	HARASSMENT	YR00-1315	ACTIVE	2

### Narrative

Approving DSN

ON THE ABOVE DATE AND TIME THE COMPLAINANT CAME INTO THE SHERIFFS DEPARTMENT TO REPORT AN INCIDENT THAT OCCURRED OFF OF HWY. AA, IN CAMDEN COUNTY.

THE COMPLAINANT STATED THAT HE WAS WALKING HIS DOGS ON THE ROADWAY WHEN A BLACK PICKUP TRUCK BEING DRIVEN BY DAVID LEE, ROUNDED THE CORNER AND APPROACHED HIM. THE COMPLAINANT ADVISED THAT THE VEHICLE CAME DANGEROUSLY CLOSE TO HIM AND HIS DOGS. THE COMPLAINANT YELLED AT LEE AND LEE STOPPED HIS VEHICLE AND BACKED UP. OBSCENITIES WERE EXCHANGED BETWEEN BOTH PARTIES AND THEN LEE TOOK OFF AGAIN, IN A RECKLESS MANNER, NARROWLY MISSING THE COMPLAINANTS DOGS AGAIN.

THE COMPLAINANT ADVISED THAT THE PROBLEMS STARTED WHEN THE HOMEOWNERS IN HIS SUBDIVISION(BIG ISLAND) BEGAN QUESTIONING THE INSTALLATION OF THE SEWER AND WATER SYSTEM BEING INSTALLED BY LEE. LEE HAS BEEN RELUCTANT TO SPEAK WITH ANY OF THE HOMEOWNERS ABOUT THEIR CONCERNS WITHOUT LOSING HIS TEMPER. CONSEQUENTLY, THE HOMEOWNERS HAVE HIRED JOHN WALKER, ATTORNEY AT LAW, TO REPRESENT THEIR INTERESTS IN THIS MATTER.

A WRITTEN STATEMENT WAS OBTAINED FROM THE COMPLAINANT, SEE ATTACHED.

INVESTIGATION CONTINUING.

Exhibit 5  
page 2

Reporting Officer SHIPP, DAVID #3464

Approving Officer  
(Cover Pages Only)

*[Signature]*

Printed 05/23/2000 11:15:42 AM

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# Camden County Sheriff's Department

3 Court Circle Camdenton, MO 65020

## Offense / Incident Report

011567

Report Date	Type of Incident	Complaint No.	Status	Page
06/19/2001	ASSAULT 3RD DEGREE	YR01-1567	ACTIVE	2

### Narrative

Approving DSN

Incident# - 176694 ASSAULT  
 Received - 06/19/2001 09:40  
 Dispatched - 06/19/2001 09:40 2444  
 Open - 06/19/2001 09:40 247  
 Enroute - / /  
 OnSite - 06/19/2001 09:42  
 OffSite - 06/19/2001 10:43  
 Close - 06/19/2001 10:43 247  
 Disposition - RT REPORT TAKEN  
 Department - CCSD

Exhibit 5  
page 3

RP WAS ASSAULTED IN THE FACE THIS MORNING BY DAVE LEES. THIS HAS BEEN AN ON GOING DISPUTE BETWEEN HIM AND THE PROPERTY OWNERS OF BIG ISLAND. MAINLY OVER THE SEWER & WATER.

06/19/2001 10:43 247 HIO RT

ON 06-19-01 AT APPROXIMATELY 0930 HRS I WAS MET IN THE LOBBY OF CCSD BY VICTIM PUGH WHO STATED THAT HE HAD BEEN ASSAULTED BY SUSPECT LEES WHO STRUCK HIM IN THE MOUTH WITH A CLOSED FIST. VICTIM STATED HE LOST A TOOTH FILLING AS A RESULT OF THE ASSAULT WHICH HE PLACED IN AN ENVELOPE AND WAS SHOWN TO THIS OFFICER. THIS OFFICER NOTICED MINOR SWELLING AND REDNESS ON VICTIMS RIGHT LOWER JAW.

VICTIM STATED THE INCIDENT OCCURRED AS HE WAS WALKING HIS DOG ON BIG ISLAND AT THE END OF RT. AA IN CAMDEN COUNTY. VICTIM TOLD ME THIS WAS A RESULT OF HIM TAKING PICTURES OF THE SUSPECT WHILE THE SUSPECT WAS ENGAGED IN IMPROPER CONSTRUCTION OF SEWER AND WATER LINES BEING INSTALLED IN THE AREA OF FOLSUM RIDGE DEVELOPMENT.

VICTIM STATED HE DID NOT WANT TO PURSUE THE MATTER, BUT WANTED A REPORT ON FILE FOR FUTURE REFERENCE.

NOTHING FURTHER AT THIS TIME.

### Supplemental

Approving DSN

Supp. No.	Date	Time	DSN	Officer Name
0001	06/22/2001	07:59	247	FIENE, GARY

Short Description: INVESTIGATIVE SUPPLEMENT

ON 06-22-01 AT APPROXIMATELY 0800 HRS I RECEIVED A CALL FROM VICTIM PUGH WHO STATED THAT HE HAD TALKED WITH HIS ATTORNEY ABOUT THE ASSAULT MATTER AND NOW WISHED TO CHANGE THE REPORT TO ACTIVE STATUS AND PROCEED WITH THE FILING OF CHARGES AGAINST

Cont...

Reporting Officer FIENE, GARY #247

Approving Officer  
(Cover Pages Only)

**Camden County Sheriff's Department**

3 Court Circle Camden, MO 65020

**011567****Offense / Incident Report**

Report Date 06/19/2001	Type of Incident ASSAULT 3RD DEGREE	Complaint No. YR01-1567	Status ACTIVE	Page 3
<p>SUSPECT LEES.</p> <p>THIS REPORT SHOULD BE FORWARDED TO THE P/A FOR THE FILING OF CHARGES.</p> <p>P/A SUMMARY AND PC AFFIDAVIT ARE ATTACHED.</p> <p>NOTHING FURTHER AT THIS TIME.</p> <p>Exhibit 5 page 4</p>				
Reporting Officer VIENE, GARY #247		Approving Officer (Cover Pages Only)		





**OFFICE OF THE PROSECUTING ATTORNEY**  
*for Camden County, Missouri*

One Court Circle  
Camdenton, MO 65020-1085  
Phone: 573-346-4440 Fax: 573-346-0823

W. James Icenogle  
Prosecuting Attorney

Brian Keedy  
Devin Ledom  
W. Steven Rives  
Asst. Prosecuting Attorneys

March 22, 2002

Benjamin Pugh  
HCR 67 Box 736  
Roach, MO 65787

RE: STATE vs. David V. Lees

CASE # CR201-3741M

Exhibit 5  
page 5

Dear Mr. Pugh

Enclosed please find the restitution for the above referenced case. This restitution is paid in full.

If you have any questions please do not hesitate to call me at (573) 346-4440 Ext: 254 Thank you for your patience and cooperation in this matter.

Sincerely,

*Sherri L. Fazio*

Sherri L. Fazio  
Office of the Prosecuting Attorney

**MO. LAWYER TRUST ACCT. FOUNDATION**  
**BERGMANIS AND McDUFFEY, LLC**

TRUST ACCOUNT  
P.O. BOX 229 PH 573-346-2111  
CAMDENTON, MO 65020

1043

80-742/815

DATE 3-19-02

PAY TO THE ORDER OF One thousand & 00/100 DOLLARS \$ 1,000.00  
Camden County Prosecutors Office

FOR David Lees Restitution CR201-3741M

⑈001043⑈ ⑆081507425⑆

⑈7220767⑈