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  - 11/27/09 Updated w/ corresponding inserted document dated 11/27/09
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A.L.M.A. , Austinites Lobbying for Municipal Accountability

Thomas L. & Polly R. Peel  
 1504 Oak Heights Dr. #A  
 Austin, Texas 7874

November 5, 2008

Allissa Chambers, President

Dear Mrs. Chambers,

As you know I have been through the most extraordinary ordeal with the city of Austin.

The time frame for our case is April of 2004 when we pulled the building permit for a SIPS project that was also our home. And continues to this day. The fall out is ongoing because the damage is lodged like a giant anvil on our life. We seek your assistance in restitution. We were a small construction company with a very stellar resume and responsible for many projects in Austin both light commercial and residential. We have had problems with the legal system here but not per se with the inspection – Wastewater Department. That is until we started construction on a green-built duplex on a lot we bought in 1998.

It took us 18-months.to pay for the land and then we designed it very carefully. It is a very difficult lot and people chuckled at us when we told them our plans. We saved every tree – 28 of them. The point is the city inspectors thwarted us at every turn, failed us upon inspections that should have passed. Held up the job, fabricated excuses, lied on report, disregarded a federal inspectors approval letter. Made numerous arbitrary and capricious requests that were totally not required or merited. This continued even after I got the construction loan paid off – which the city caused us to be very late costing us thousands, and secured permanent financing with a mortgage. So I was paying a mortgage and security, utilities- for this duplex and my current home I could not move out of. This went on for months. Is this clear I was paying a mortgage and utilities on a house I could not live in, lease, or sell. It continued until it was foreclosed on and for sale on the Travis County courthouse steps. Our house that we had everything invested in and six years of patient development for no legitimate reason.

In addition to this they red tagged my other construction project, which was a basement addition at 1100 Woodland Ave. They shut this job down without cause for 35 days. This caused us to miss perfect weather for pouring the floor and walls of this basement. It caused extensive time delays from rain and drying out and clearing out mud filling in prepped area. They required 3and 4 extra safety letters even though they had 2 already from our engineer and the site passed the physical inspection with the safety people at the Fire Dept. The city made us get additional engineering, which was uncalled for since everything was in order. The new second engineer had to be creative since everything was in order and all of his requests were all bogus but since Dan Garcia threatened to yank his license if he did not hit us with a substantial bill he had no choice. His bill equaled our engineer's bill for the whole project. So they played havoc with my customer's budget and home. He had gone to all the trouble to get a home equity loan of a fixed amount and the city blew his budget with their machinations to ruin us Spearhead Construction. They actually gambled that his house jacked 9 feet in the air on beams would not collapse in heavy rain. It chills me to the bone to think how irresponsible and criminal it is to play with peoples lives and money. It endured the heavy rains. That the house raising subcontractors stole the deposits and was pursued by Detective Westling of the Austin Police Dept. is a factor in my case. But a small one compared to the inspection departments actions.

In addition to this they persuaded a subcontractor on another project concurrent to the Oak Heights Dr. project to sue me in small claims court. All of this documentation is attached in hard copy. He sued me despite the pertinent facts that he lied to me about being licensed and insured. Then committed too many gross errors including voiding the warranty on the new shingles. We hired him to reshingle 12 square of a roof including

The addition we were putting on. It was a 1549.00 contract. He did everything wrong you could do. He would not accept payment after pursuing him for months as he refused to fix his work, during which he made scenes and demanded payment. He made a bizarre about face and refused payment when we tried to just settle and move on. Then sued us. There is nothing but irregularities in the small claim case. Elena Diaz awarded a default judgment of 7700.00 an insane amount. Like hitting the jackpot for lying and doing bad work. This even though we showed up for court and had answered with a lot of documentation. We made it known we would request a trial de novo or retrial. It was denied. Then we learned that appeal would be 15000. Fifteen thousand dollars. She priced us out of appeal. We filed a paupers appeal, inspite of a lengthy hearing with strict proof this was denied. She also offered to report us to the IRS, which she claimed to have influence with, and may very well have done. Soon after we received a request for a form from several years back. At the Paupers appeal hearing Stacey Pearson's attorney stole our current tax returns (although we did not know this until after the subsequent denial of an appeal to this denial) we appealed this to County Court no. 2 Orlinda Naranjo. At this hearing the Judge without looking at our documents stood up and announced that Mr. Erwin (opposing council for Stacey – Pearson) could be the judge of our financial status and left the bench. When she returned she denied our request for a trial. We have subsequently learned that this was not in fact Orlinda Naranjo but someone else we still do not know who. But her denial is “ by Orlinda Naranjo's hand “. 2 weeks to the day our personal and business and saving accounts were garnished. The garnishment was in the amount of 15000. For both business and personal accounts each (30K) and we were as stated almost broke from all this. They took every last penny we had which was far less than this. I have never had access to that account again. I had to have money wired to me from my mother to get gas, food, and feed my children. The personal account counter filed a non-suit. I still have that account. This bogus judgment cost me a signed contract and my business has been inactive ever since and the judgment still stands against me. I do have a federal inspectors review and document stating my case proving the suit false and it is also attached here. But I have never been in front of a judge or been able to clear myself of this completely erroneous judgment. I was denied due process and a lot trouble and lying has transpired to make this happen.

In closing, I will tell you that I had to move my family in without an Certificate of Occupancy and sent the attached complaint to Victoria Hsu – whom I believe was finally instrumental in getting us the OC 5 days later at our 5<sup>th</sup> final inspection. That I stopped the sale of our house by filing Chapter 13 at the 11<sup>th</sup> hour. That transpired 2 months after we took possession of our own finished house. That none of it. The holding our house, closing down our jobs and the subsequent fall out, creating a bogus lawsuit and it s real but unmerited judgment and ongoing damage to this day of the cost of all this, the humiliation, the total loss of our credit, business, well-being, health, the complete arrest of our children's health issues and well-being. I repeat none of it had any merit. I can easily prove all of this. I have spoken personally with many council members and to no avail. Furthermore they have used the Austin Energy utility company to harass us. They fabricated bills for a discontinued account and have turned off the electric arbitrarily twice.

It needs to be addressed. It needs to be stopped.

There is absolutely no justification for causing individuals this much senseless pain. It is of course a complete betrayal of the public trust and the offices that the people who did this hold. It is an obscene abuse of office and taxpayer money.

I authorize you to use this documentation to seek restitution and curb the damage.

Sincerely,

Thomas L. Peel  
Polly R. Peel

1504 Oak Heights Dr. #A  
Austin, Texas 78741

November 27, 2009

Ms. Chambers,

I would like to update you on the current events pertaining to the lower court suit of July 12, 2005. As you know I /we Thomas L. Peel and Polly R. Peel have maintained all along that not only is this a frivolous suit it is a fraudulent suit that amounts to bringing false allegations against an innocent party, using multiple parties to bring it to fruition including the collusion of a then sitting Judge who violated her Oath of Office and abused to extreme her discretion by ignoring facts she had in her record. It also included the homeowner of record filing an ex parte communication in non-affidavit form that amounted to bearing false witness against the innocent parties. These amounted to blatant misrepresentation of the truth.

Despite an attempt by my then attorney Susan Swete of Choate Ass. To find a reasonable solution meaning a payment that we could live with, they Stacey –Pearson Roofing and his Attorney Erwin McGee only wanted payment in full. Untenable as we were either in bankruptcy caused by being the only solution to save the sale of our brand new house on the Travis County steps. This due remember because COA inspectors refused to release the Certificate of Occupancy needed to turn on the gas. In spite of the fact that it was mortgaged July 25, 2005. Sale Date November 6 2006. Certificate of Occupancy dated August 22, 2006.

This case has been static still unresolved all these years sitting on my credit as ongoing fallout. I have tried relentlessly to get an attorney to file a bill of review. They have all refused. There is a culture here in their legal system to not question another courts decision. Less than 1% of Bill of Reviews is heard. This is the only remedy for a wrong decision or abuse of discretion. This equates to no check, balance or safety net for innocent parties. I have been making loud inquiries to the US Attorneys office regarding these events that have totally derailed our lives.

Sometime in early November I was visited by a constable to deliver papers to me – meant for Tom that gave Precinct 3 authority to do an asset search and seize those assets to satisfy this Judgment. The claim is now at 11000.00 these papers have no date on them. The writ of execution is dated August 17, 2009

Some 10 days later seizure stickers were placed on the front doors of 2706 St. Edwards Cr. Our old residence, which is also, a duplex and which is leased out to two tenants (the rents cover the mortgage at nearly brake even rate). This was vary disturbing to my tenants because of the language that states no one in or out, all contents now property of Prct. 3

They are set to Auction this property off on December 1, 2009. By all accounts this is going to happen. There are some pertinent facts. They have never, ever notified my mortgage company who holds the first lien – a considerable amount of money. They did NOT go through a foreclosure process. Something my mortgage company says, along with proper notice, they are obligated to do.

I feel they are using Prct.3 to force my signing a new binding agreement that puts additional and extraordinary financial strain on us and or prompts me to put this property on the market in a down market. To satisfy their false suit.

Curiously in negotiations they conveyed to my Attorney that Tom and I were involved in a real estate scam (they did not say what) but that we were bad actors. An attempt I guess to discredit us to our attorneys thereby deflecting blame from themselves for all their egregious actions.

My attorneys feel that so many procedural errors have transpired that they are non-plussed on tackling the case now some 5 years old. This is where I stand today.

I feel that all the players are still here and under oath from a higher authority that would prosecute for bringing a false suit with the intent to both discredit us and clean out our bank accounts. They might in fact tell the truth – not to go to jail. In any case I have all the documentation needed to prove all that they did and that the underlying case is entirely fraudulent. Including bank statements to prove the homeowner who hired us did not pay his contract in full and so thereby there was no lack of fiduciary duty on Spearheads part – this was how they got high damages from Diaz, and a federal inspectors report on the roof in question. Who is also still, readily accessible and able to testify.

Sincerely Yours,

Polly R. Peel  
Thomas L. Peel  
1504 Oak Heights dr. #A  
Austin, Texas 78741

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512-247-8785 cell- Polly

Sincerely,

Thomas L. Peel

Polly R. Peel

City of Austin  
 Department of Water and Wastewater  
 505 Barton Springs Rd.  
 Austin, Texas

Victoria Hsu  
 Director of Water and Wastewater

RE: Complaint: David Dimitri

Ms. Hsu

We have endured a series of abuses by the residential inspection department and would like to formally bring them to your attention. We have been unable to reveal the motive or reason for them. It is in the best interest of everyone in Austin to try and have an above board inspection process that follows the adopted code, in this case International Residential Code for single and two family dwellings 2000.

Some of these incidents are subtle and some are flagrant damages.

On April 16 2004 we were issued a building permit for a duplex at 1504 Oak Heights Dr. after approximately 3 weeks in DAC in which the print was reviewed several things were amended to comply with the review. Among them were as follows:

- a. The footprint was reduced from 2400 to 2200 sf. Per side it is a 3 bedroom 3 bath duplex for a total of 6 bedrooms and 6 baths around 5800 sf. The attic space is a byproduct of using structural insulated panels therefore not needing trusses. The HVAC mechanicals are also located in the attic. It was agreed that this space would not be conditioned.
- b. The slope of this lot was extreme. Entry to the house from grade gained by cutting into this slope to create a plane created an entryway on the level with the carport. This has a stair way to the living area, this was agreed not to be conditioned. I mention this because we feel after the details of the print are authorized at permitting the inspection dept. should not take issue but David seemed affronted by this and acted like we were trying to get something by him or you for that matter.
- c. There is an office indicated on the print off the kitchen it has a door to the bathroom and we had thought a storage closet for office supplies. David said it could pass for a bedroom and said we had to make the window egress. It is close to a French door that exit's the house. We consider this an unnecessary expense we did it and we took out the closet. This is an example where the inspector took a hand in design that passed permitting. Cost us money.
- d. They required an engineered print of the retaining wall needed for this extreme slope. It was provided.
- e. They required a sheet showing 3 cars each would fit for parking in the carport. It was provided. I mention this because they wanted to call it a garage at final. It has 2 open sides surrounded by French drains per engineering.

I will try to list succinctly where we feel David Dimitri was wrong and caused Damages.

1. Flunking layout. We had all the documents in hand.
2. The office window conversion to egress. He said it could be a bedroom although it is clearly a den or office as marked on print. Here he has taken liberty with our home and money.
3. He told us to get third a party inspector. We retained Larry Foster of Foster Inspections. Larry passed our window configuration for egress. Karl Mueth did not. Karl in fact tried to shut down the project unless egress hardware was installed by the March 25 2005 and made Tom sign a correction notice to that effect. So we paid for third part inspection and have an approved letter from Foster and it was not accepted. The stop was overruled in an emergency ad hoc meeting with Tammy in the review dept. on the 25<sup>th</sup> of March.
4. The most costly incident by far was Dimitri holding up the drywall phase. His explanation:

4.1. He made us drywall the conjoining wall area between the duplexes on the third floor. This is actually reverse to the codebook. See section:

4.2. He required a letter on the steel from our engineer. A document required at Final. I produced this document from Jerry Garcia and drove it down to him on a Friday and requested that he let Renegade Drywall start. They were at the jobsite and going to rock over the weekend to help get back on schedule, but he said no. That he would be back over Monday or Tues. Generating two reinspection fees on framing.

4.3. He made us foam the space between the awning and the upper pane, which is a site built window all fixed glaze except the 6, required egress (8 including the office which should not have been required).

We had not sided the exterior yet and so this foam went everywhere caused some staining and had to be cut out to except a wood mull strip.

4.4. He would not let us one side the common wall to insulate so it was tacked up in mid air. He passed this on one inspection and then unpassed it on another. A reinspection fee later he repassed it. Even after we satisfied these things.

4.5. He asked us to change the landing at this time and we did to allow more steps on a winder. But no mention at rough inspection was there that a bay window on A side or a large window on B-side that is integral to the architectural design and primary feature of the house would have to be tempered glass. These windows are at the crux of our issues. They tried to have them removed all together. Leon Barba intervened to leave them in. But we had to agree to never make them again. These windows loomed unresolved for months requiring two meetings dragged out over weeks. It should not have been an issue at all.

In all he caused us about 3 weeks or 25 working days holding up the drywall. The combination of all these obstructions from the layout, to the windows, the insulation debacles, drywall delays etc. This caused us to miss our construction note maturation date and we incurred interest and penalty fees at the closing. We would have never made a timely closing we now know

5. Karl Mueth said our egress windows must swing sideways like a casement. This is an override of Larry Foster's approval letter. We rehinged the windows. It required remilling them, re - gasketing them, re trimming them, and repainting them. It was time consuming and expensive. We also feel it is an inferior design and more dangerous. There is nothing to inhibit a forward motion and it is a wind catcher now.

6. Mr. Dimitri called Lee Lawson 4 times to issue us a requirement for a cut and fill but it is below 4 feet. On her fourth visit she saw a lease sign in our yard (we were trying to line up a renter for after completion) she phoned our agent Jennifer Brown of JBGoodwin and told her our house was a firetrap because our egress windows did not pass code. This could not be more wrong or libelous it was an appalling act by a city employee. On our second final inspection he also called Lee Lawson This was her fifth trip out she said we were harassing her. But under pressure she issued the cut and fill. Later she rescinded and after and she confessed to our neighbor that the inspectors made her do it. On this second final 6 inspectors showed up. Including Dan Garcia who said we would have to pull a new plumbing permit. I mean really they just made up things.

7. Mr. Dimitri found 46 errors on our first final inspection but this is because we at this point so demoralized and feeling like he would look for reasons not to pass us left him some obvious things, however he found things that should not be final inspection issues and others that defy understanding.

7.1 He tried to not accept a survey from B&G as proof the driveway does not encroach on the p.u.e.

7.2 He made us move a toilet \_ inch.

7.3 The door at the top of the stair is an interior door to the living area. He asked for an exterior but Karl overruled.

7.4 He said we required a cover over the HVAC condensers. This is true only for gas units but we put up our gutter.

7.5 We cannot find in print where you specifically will not accept hogwire as deck enclosure material. We took our down and replaced with pickets per your department. Here again an inspector having a big hand in design. It was more time and money. I have a letter from International Code Council saying it is acceptable.

7.8 We would like to put the slate on the porches after final and recover some expenses. They are concrete the B-side porch is \_ inch below code. Karl will accept a temporary step. David will not.

7.9 David and Karl maintain that the windows in the living room are hazardous locations. We maintain they are not and quote specific language as to why. I have a letter from ICC of which we are a member also stating this is not a hazardous location but Karl somehow made them retract it.

We also have the exception of the mullion bar. They ignore the language that presents the exception.

David recommended plexi-glass - this would really bastardize the house and key architectural features. Karl says he will accept that film that brings the specs up to tempered glass. With a notarized letter from the installer. This also makes them bulletproof.

8. On the first final inspection Mr. Dimitri unbeknownst to us set our thermostats on 99 degrees. This while the ac was set. When we came in the next day both duplexes were like an oven. After we aired out the house we discovered the B-side unit was broken requiring a service trip by the contractor. He had to repair the unit in the attic. This is incredible that I have to repair damage caused by a city employee.

9 According to the code book risers below 30 inches do not require handrail. David Dimitri did.

10. Handrails must be continuous but may be interrupted by a newel post. David Dimitri will not except the interruption by newel post says we must make a serpentine one.

11 At another location for a retaining wall they held up the permit for three weeks despite having all the documents: an engineered diagram-print, a letter from the homeowner, this retaining wall got a partial layout. No one downtown had heard of that. We went forward. We never were passed on lay out. The wall is built.

12. On another location we put in a basement. After excavation for 3 weeks we called him with a question and he promptly came and shut down the job. Requiring a third safety letter and causing the homeowner a large bill. He had it shut down for 35 days pushing us *into* the rainy season he said the site was too dangerous. It did incur a lot of extra labor to deal with the mud clean out to prep for the pour. Dan Garcia threatened the engineer by telling him he would yank his license if he simply endorsed the existing measures.

How can anyone predict what any given job will cost if the city inspectors are going to hijack the schedule and change the designs. Wasting materials and labor.

Lastly all through this process he has been quietly menacing and not at liberty to discuss the codebook or interpretation. He has made vague allusions to fly by night contractors. We are very proud of this house and have received many compliments on it from most of the neighbors to Larry Foster and many of the other inspectors.

We would like to see the inspection department as a helpful apolitical body that serves all fairly and is an equitable authority for reasonable code interpretation. It makes it hard to work in an industry with built in delays and problems and stress from many variables like weather, volatile supply markets, vendors, subcontractors etc. The inspection department should not have the power to cost so much profit and money. It compromises the project. In our case it has jeopardized everything we have worked for.