

MINUTES
Code Enforcement Special Magistrate
City of Lake Alfred
City Hall
October 27, 2021
10:00 a.m.

Special Magistrate Mawhinney called to order the Code Enforcement Special Magistrate meeting at 10:01 a.m., explained the general procedures, and conducted the swearing-in ceremony. All audience members and city staff in attendance took the oath.

Staff in attendance: Assistant City Attorney Seth Claytor, Community Development Director Ameer Bailey, Building Official Mickey Madison, Code Enforcement Officer Carl Watson, and City Clerk Linda Bourgeois.

Special Magistrate Mawhinney approved the October 21, 2021, Special Magistrate Code Enforcement meeting minutes.

SUPPLEMENTAL ORDER IMPOSING FINE

Special Magistrate Mawhinney introduced the first case.

1. Case # 2020-00030
Tomczak, John
825 S Lakeshore Way
Parcel # 26-28-05-525000-002030

City Codes Cited: Lake Alfred Minimum Property Maintenance Code

- Section:106.3 Declaration of nuisance; demand for correction
- Section: 302.4 Weeds and overgrowth

The respondent John Tomczak was in attendance.

Code Enforcement Officer Watson asked the Special Magistrate if he wanted to hear both cases at the same time, and **Special Magistrate Mawhinney** replied yes.

2. Case # 2020-00031
Tomczak, John
835 S Lakeshore Way
Parcel # 26-28-05-525000-002040

City Codes Cited: Lake Alfred Minimum Property Maintenance Code

- Section:106.3 Declaration of nuisance; demand for correction
- Section: 302.4 Weeds and overgrowth

Code Enforcement Officer Watson provided the case details and presented the staff's recommendation. He said the recommendation was for each case.

Special Magistrate Mawhinney asked Mr. Tomczak if there was anything he wanted him to take into consideration.

Mr. Tomczak said he had Covid and was in the hospital for over a week. He said he had not worked in a month and the grass was now cut. He shared his experience with Covid and said he was weak but a little stronger now.

Special Magistrate Mawhinney asked him when he was in the hospital and when he had brought the property into compliance.

Mr. Tomczak said he was released from the hospital on October 13, 2021 and he finished the property on Sunday, October 24, 2021. He said he had photos taken this morning.

A brief discussion ensued regarding the request for reinspection and Code Enforcement Officer Watson said he would inspect the property this afternoon.

Special Magistrate Mawhinney, on Case No. 2020-00030 and Case No. 2020-00031, entered a Supplemental Order Imposing Fine for John Tomczak. He certified the fines for 8,050.00 in each case for one hundred and sixty-one (161) days at \$50.00 per day in the amount of \$\$8,050. For this hearing, he assessed the city's administrative costs of \$ 52.31 in each case payable within thirty (30) days.

OLD BUSINESS

3. Case# 2021-00018
Jose Rodriguez
325 E. Oak
Parcel # 26-27-32-502500-001010

Minimum Property Maintenance Code

- Section 106.3: Declaration of a nuisance; demand for correction
- Section 302.1: Sanitation and storage of materials
- Section 302.8: Motor Vehicles

Lake Alfred Code of Ordinances

- Section 54-92: Parking in designated zones prohibited, exceptions

The respondent Jose Rodriguez was in attendance.

Code Enforcement Officer Watson provided the case details and presented the staff's recommendation. He said the property was found in compliance on October 7, 2021.

Special Magistrate Mawhinney asked Mr. Rodriguez if there was anything he wanted him to take into consideration.

Mr. Rodriguez said there was a tenant on the property, and he could not get in to clean it up. He said the tenant was now gone and, within three days of the tenant leaving, he was able to bring the property into compliance. He said he was in the middle of remodeling now and hoped to have a better tenant in the future.

A brief discussion surrounded the challenges of evictions during the pandemic and the application process for the fine reduction program.

Special Magistrate Mawhinney, on Case No. 2021-00018 for Jose Rodriguez, found the property in compliance. He certified the fines for thirty-eight (38) days at \$100.00 per day in the amount of \$3,800. For this hearing, he assessed the city's administrative costs of \$41.81 payable within thirty (30) days.

FIRST OFFENSE

Special Magistrate Mawhinney introduced the next case.

4. Case # 2021- 00035
Raymond T. Harris
285 S. Nekoma Avenue
Parcel # 26-27-32-503000-039043

City Codes Cited:

Lake Alfred Minimum Property Maintenance Code

- Section:106.3 – Declaration of nuisance; demand for correction
- Section: 108.1.4 – Unlawful structures
- Section 302.1 Sanitation and storage of materials

Lake Alfred Code of Ordinances

- Section: 14-22- Permit Required

The respondent Raymond Harris was in attendance.

Code Enforcement Officer Watson provided the case details and presented the staff's recommendation. He said all violations were corrected except for the permit required and unlawful structure.

Special Magistrate Mawhinney asked Mr. Harris if there was anything he wanted him to take into consideration.

Mr. Harris said his wife had resubmitted the rejected permit application with the required drawings. He said there was a lot going on in his household and he intended to bring the property into compliance.

A brief discussion ensued regarding the processing of the permit within twenty days and Community Development Director Bailey said it would be processed expeditiously.

Special Magistrate Mawhinney, on Case No. 2021-00035 for Raymond Harris, entered an Order of Finding Violation and found the violations did exist and continued to exist on two violations [Unlawful structure and Permit Required]. He provided twenty (20) days to bring the property into compliance, or a \$100.00 per day fine will commence accruing. He assessed the city's administrative costs of \$68.57 payable within thirty (30) days.

Special Magistrate Mawhinney introduced the next case. The three following cases were heard separately.

5. Case # 2021-00036

Ash Street Group LLC
670 E. Alfred Dr.
Parcel # 26-27-33-000000-033040

Attorney Daniel Fox was in attendance for the property owner.

Code Enforcement Officer Watson provided the case details and presented the staff's recommendation. This case was for the pool.

City Codes Cited:

Lake Alfred Code of Ordinances
Section 32-1 – Nuisance Declared

Lake Alfred Minimum Property Maintenance Code
Section: 302.1 - Sanitation and storage of materials
303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

Code Enforcement Officer Watson showed photographic evidence of a pool with little water, a gate without locks, and said the pool area had an unsafe walking surface. He said this was being brought forward for life and safety issues such as a "trip and fall" and "drowning hazard". He said the pool had algae, it was only partially filled, and there was not a handrail on the stairwell. He said staff had been denied access to the property to provide updated photos.

A brief discussion ensued regarding the violations and Attorney Fox wanted to know the distinction between the 302.1 violation of sanitation and storage violation and the 303.1 swimming pool violation.

Community Development Director Bailey said the 302.1 violation pertained to the exterior of the pool property and the 303.1 was for the swimming pool which requires the pool to be maintained in a clean and sanitary condition, and good repair.

Attorney Fox spoke about the approved prospectus that said the pool was closed. He shared the property owner had decided to fix the pool and it had been fixed, filled, and all the stuff growing on the concrete had been killed and removed. He stated he had photos.

A discussion ensued regarding the requirements for locks on the gate around the pool and the pool handrail.

Community Development Director Bailey said there were other ways to secure the pool outside of it being an operable pool including demolition. There is a variation of ways the violation could be remedied.

Assistant City Attorney Claytor said the photos did have evidentiary value and said it was at his discretion if he wanted to enter them as evidence.

Attorney Fox said he did not need to show the photos and he would just call for an inspection.

Special Magistrate Mawhinney asked about the handrail going into the pool and Attorney Fox stated that was the first he had heard about it. There was no evidence presented by the city and

the handrail violation was not considered.

Special Magistrate Mawhinney, on Case No. 2021-00036 for Ash Street LLC, entered an Order of Finding Violation and found the violations did exist and continued to exist. He provided ten (10) days to bring the property into compliance, or a \$100.00 per day fine will commence accruing. He assessed the city's administrative costs of \$92.13 payable within thirty (30) days.

Special Magistrate Mawhinney introduced the next case.

6. Case # 2021-00037
Ash Street Group LLC
670 E. Alfred Dr.
Parcel # 26-27-33-000000-03304

Lake Alfred Code of Ordinances

- Section 32-1. (a) - Nuisance declared

Florida Building Code

- Section 105.1 - Permits Required

Minimum Property Maintenance Code

- Section 102.3 - Application of other codes
- Section 505.1 – Water System General
- Section 505.4 - Water heating facilities
- Section 702.1 - Means of Egress General
- Section 704.1 - Fire Protection Systems General

Attorney Fox was in attendance for the property owner.

Code Enforcement Officer Watson provided the case details and presented the staff's recommendation. This case was for the motel specific to Room No. 105. He presented photographic evidence and said he had let water from the kitchen sink and bathroom taps run over his hand for approximately 4 minutes and the water temperature never raised above room temperature. He said he experienced no hot water from either tap.

He continued and said the water pressure in the tub was very low and mentioned Thelma Baker's testimony at the August 19, 2021 Code Enforcement Meeting regarding no hot water in Room No. 105 to be true. He went on to show photos of the door sticking saying it was the only way out of the room and shared it was at that time the manager had approached him and directed him to leave the property. He was denied access to Room 101. He said Mrs. Valloze provided testimony at the August 19, 2021 hearing regarding the unsanitary and unsafe conditions in Room 101.

A discussion ensued regarding Florida State Statutes 509.032 (a).

(7) PREEMPTION AUTHORITY.—(a) The regulation of public lodging establishments and public food service establishments, including, but not limited to, sanitation standards, inspections, training and testing of personnel, and matters related to the nutritional content and marketing of foods offered in such establishments, is preempted to the state. This paragraph does not preempt the authority of a local government or local enforcement district to conduct inspections of public lodging and public food service establishments for compliance with the Florida Building Code and

the Florida Fire Prevention Code, pursuant to ss. 553.80 and 633.206.

Attorney Fox read a portion of the Statute and said it was preempted to the state. He said what the city cited were five provisions of the Lake Alfred Property Maintenance Code. He said there were not any citations for the Florida Building Code or the Florida Fire Prevention Code. He said the only Florida Building Code cited was related to permits and there was no evidence provided by the City that anything that was done without a permit. He continued and said two witnesses provided testimony at a previous hearing and they were not here today for him to examine them. He said all units were occupied and there was no evidence to find violations to the extent this board had the power to do anything as it is preempted to the State. He said he did not believe the City has the authority to enforce the local code of ordinances.

Assistant City Attorney Claytor said he believed the testimony was that the Code Enforcement Officer Watson had inspected Room No. 105 and Code Enforcement Officer Watson said he did inspect unit 105 at the request of the resident.

Assistant City Attorney Claytor asked if the City was prevented from any further inspections and Code Enforcement Officer Watson said that was correct.

Assistant City Attorney Claytor read the final sentence of the preemptive authority into the record. *This paragraph does not preempt the authority of a local government or local enforcement district to conduct inspections of public lodging and public food service establishments for compliance with the Florida Building Code and the Florida Fire Prevention Code, pursuant to ss. 553.80 and 633.206.*

He said the building official was in attendance to provide testimony as well. He read section 505.1 into the record saying there was no mention of the Florida Building Code or the Fire Prevention Code therefore he requested the removal of section 505.1 from consideration. He reviewed section 505.4 and said there was also no mention of the Florida Building Code or the Fire Prevention Code and requested it also be stricken with that violation as well. He reviewed section 702.1 for the means of egress and deferred it to the Building Official.

Building Official Mickey Matison said he could not speak to the Fire Prevention Code as it was not his bailiwick. He said the Florida Building Code does require a means of egress and shared when he was onsite the door was difficult to open. He spoke about the pressure required to open the door and said the door was an issue that would not provide a clear and unobstructed path for egress.

Community Development Director Bailey said Fire Chief Wallace Nix was unavailable to attend the meeting.

Assistant City Attorney Claytor said that since the violation is referencing the Fire Prevention Code and we did not have a testimony, he would request to strike 702.1 as well. He continued and read Section 704.1 Fire Protection Systems General into the record. He said the photo of the missing fire alarm was provided as evidence and he believed that violation remained applicable. He continued and read section 32-1(a); sanitary nuisance into the record. He asked Building Official Matison to provide his testimony relative to the Florida Building Code violations that would be detrimental to the health, safety, and welfare of the inhabitants.

Building Official Mickey Matison said we needed to be careful when addressing the Florida Building Code because the code talks about new construction, alterations, and remodels. It is not

a property maintenance code.

Assistant City Attorney Claytor asked him about the door to the motel and if it was difficult to open.

Building Official Mickey Matison said that was correct. He reiterated the Florida Building Code addresses new construction, alterations, and remodels and said so if they put a new door and it did not work, then the Florida Building Code would apply.

Assistant City Attorney Claytor said the city would only be requesting consideration of the inoperable smoke alarm.

It was clarified the city felt the violations of Section 704.1, 102.3, and 32-1 were still applicable to the fire alarm violation.

Attorney Fox said he was told the fire alarm had been replaced and remedied before this hearing.

A brief discussion ensued regarding the city not having testimony on the ingress/egress relative to the Fire Prevention Code, the potential to continue the case until the Fire Official is in attendance, or proceed to establish a timeline for corrections of violations that exist.

Attorney Fox requested for any provisions, not in the property maintenance code but relative to the Florida Building Code and Fire Prevention Code be expressly preempted.

Special Magistrate Mawhinney provided an example and said when he reads the preemption authority it seems to leave a gap there.

Community Development Director Bailey said she would be happy to re-present the case after researching the authority at a future meeting.

Assistant City Attorney Claytor spoke about setting precedence, the applicability of the code, the quasi-judicial process, and each case considered on a case-by-case basis.

Special Magistrate Mawhinney said he agreed on the case-by-case examination and said we need to come to some understanding on where the law draws the line on who has the authority to enforce what. He said he liked the idea of a continuance to further examine the authority of the law.

Special Magistrate Mawhinney on Case # 2021-00037 continued to case until the November 18, 2021, Code Enforcement Special Magistrate Hearing.

7. Case # 2021-00039
Ash Street Group LLC
670 E. Alfred Dr.
Parcel # 26-27-33-000000-033040

Attorney Fox was in attendance for the property owner.

Codes Cited:

Lake Alfred Code of Ordinances – (LAC), Lake Alfred Minimum Property Maintenance Code-

(MPMC), NFPA 70 National Electric Code – (NEC), Florida State Statute- (FSS)

- Section 32-1. (a) - Nuisance declared – LAC
- Section 102.3 Application of other codes – MPMC
- Section 604.3 Electrical system hazards – MPMC
- Section 550.30 Distribution System - NEC
- Section 550.32 Service Equipment – NEC
- Section 723.022 Mobile home park owner’s general obligations. - FSS

Code Enforcement Officer Watson provided the case details. This case was for electrical. He said reinspection of this property was not performed because the staff has been denied access to the property. He showed photographic evidence exposed wired of the former recreation hall, the electrical box on Lot 65, and the existing service disconnect on lot 16. On Lot 16, said the circuit breaker and the dead-front cover have been removed and the service lateral feeders to Lot 16 are “hard-wired” to the utility power wires, providing no means of disconnect or overcurrent protection. He continued and showed an example of a properly configured electrical service and a typical NEMA 3R service disconnect schematic. He went on to say the electrical run was approximately 60 feet from Lot 16 and the actual routing of the underground conduit feeding Lot 16 was not determined.

This installation violates the NEC section 550.32 (A)

1. There is no breaker installed in the existing service equipment enclosure
2. There is no required dead-front in the existing service equipment enclosure
3. There is no service equipment disconnect located on lot 16.
4. There is no service equipment disconnect on or within 30 feet of lot 16 which must be visible from the lot.

He continued and showed photos of exposed pool electrical wiring from the April 28, 2021 walkthrough and said the owner has not requested any inspections to confirm compliance with any of the electrical issues previously presented.

He said the staff was recommending finding the violations do exist, entering an Order Finding Violation, allowing for 10 days to correct as the violations cited are life safety issues, and imposing a \$250.00 per day fine thereafter. Further, the request was for \$94.23 [\$92.13] in administrative costs for this hearing payable within thirty (30) days.

Attorney Fox asked if there were any other electrical violations other than the four that were mentioned.

Code Enforcement Officer Watson said he believed there were substantially more electrical violations within the park. He spoke about these being examples of the concerns within the park and offered to walk through the park again for a line-item list. He was asked if they had already done that by Attorney Fox, and Code Enforcement Officer Watson said yes and the violations still existed.

Community Development Director Bailey said these were representative examples of the electrical issues that were found throughout the park.

Attorney Fox asked how the National Electrical Code applied to this case.

Building Official Matison said the National Electrical Code and Chapter 550 Titled: Mobile homes, manufactured homes and mobile home parks included the mobile home park. He continued and talked about the park electrical systems and said Chapter 550.30 talks about the electrical distribution system under service and feeders. He said the mobile home park's secondary distribution system, to the mobile home lots, shall be single phase 120/240 volts nominal.

Community Development Director Bailey said the Code of Ordinances adopted the National Electric Code and other codes by reference. She looked up the reference and said it was in Section 14-2 in the Lake Alfred Code of Ordinances.

Attorney Fox asked if it requires a permit to install a mobile home and wanted to know if the Code Enforcement Officer had ever looked to see if Lot 65 or Lot 16 had an installation permit pulled for the electricity.

Code Enforcement Officer Watson stated his electrical credentials and said any time an electrical device is connected or extended for service it requires a permit. He did not look to see if an electrical permit was pulled, did not know when the electrical was installed, or what version of the electrical code that it was installed under.

Assistant City Attorney Claytor said the National Electric Code was mentioned throughout Chapter 553. That is a nationally recognized code with the Florida Building Code and other applicable building codes. He deferred to the Building Official and asked if these violations were consistent with the applicable codes or would they be in violation.

Building Official Madison said the National Electric Code is different from the Florida Building Code. He said it was a stand-alone code and a section of the NFPA (National Fire Protection Association) Code. The National Electric Code does not just deal with new construction it deals with existing installations also. He said he could speak confidently that the code would not allow for an installation as depicted in the photo on the left-hand side of the screen.

Attorney Fox asked about the disconnect having to be within a certain distance and Code Enforcement Officer Watson said that was correct. It had to be within thirty feet.

A discussion ensued about the distance of the disconnect box regarding Lot 16 as to where it should be within 30 feet, where it is located at the pole location (approximately 60-70 feet away from the mobile home), and the condition of the box, by not having a disconnect, being a very dangerous situation.

Attorney Fox asked if this, upon installation or now, was in violation even though it was in compliance when it was installed.

Code Enforcement Officer Watson said absolutely, it was a violation and he would never have been in compliance with the code.

Assistant City Attorney Claytor said that would be speculation, and the city would not know about the installation or if it was in compliance with the code.

Attorney Fox submitted photographic evidence of Lot 65 with the cover being remedied and said he believed the pool electrical issues were remedied as well. He said they could confirm that at a

subsequent inspection. He said the recreational hall electrical issues had been remedied and submitted photographic evidence. He said we could now address Lot 16.

Patsy Elledge owner of the mobile home on Lot 16 addressed the Special Magistrate. She said she had fixed everything on the inside of the house, and she still does not have hot water, a working dryer, or a stove. She said it has been a year and a half. She got new breakers, a new stove, a new washer and dryer, and two different new water heaters. The problem still is not fixed.

Special Magistrate Mawhinney asked if she owned the unit and she replied yes but paid lot-rent.

Attorney Fox asked her if she knew what the problem was, if she ever had an electrician out there, and what they said.

Patsy Elledge said the issue was not on the house. She said she had Tampa Electric Company come out and also an electrician. The electrician said it was the box and TECO said it was not on them. She submitted copies of both documents into evidence. She said the electricity was working when she had moved into the home in April of 2020 and the electricity stopped working in July of 2020.

Attorney Fox asked if she had read the prospectus of Article 7 (b) ii; Paragraph F.

Assistant City Attorney spoke about the prospectus being a contract between the owner and the mobile home park and did not include the city. For purposes of the city, this would be the responsibility of the mobile home park. The city is not bound by the prospectus, but the mobile home park is bound by the code of the city.

A discussion ensued about who was responsible.

Attorney Fox said when she moved into the park TECO was responsible to put the power to the meter. He said the connections to the main breaker and the electrical lines to the home or any other connections outside of the home, including utilities, are the resident's responsibility.

Assistant City Attorney said that was contractual between the tenant and the mobile home park. This would be a common element subject to regulation by the municipality which is the responsibility of the mobile home park.

Building Official Matison said the distribution section of the National Electric Code, says the mobile home park's secondary electric distribution system to mobile home lots shall be and it then goes on to describe the requirements. It indicates to him it is the mobile home park's responsibility to have power through that secondary system to the mobile home lots. The commentary goes on to specify the 120/240 volts to the mobile home lot.

Attorney Fox said we have no indication as to when the original installation occurred and what electric code was applicable at that time. It does not delegate the responsibility it is it just says the proper way to maintain and install.

Special Magistrate Mawhinney asked Ms. Elledge what the electrician relayed to her as to what the problem was.

Patsy Elledge testified that he wrote that after testing the panel he tested the voltage on the

incoming lines and detected that one line was dead, only 110 was coming into the house. She said he located the meter on the pole two lots away, tested the power at the point, and it had 220 volts at that location. One line appears to be buried in the ground and there is obvious construction that happened between the pole location and the trailer.

Special Magistrate Mawhinney asked her if she purchased the unit and wanted to know if the wiring from the meter to the pole was underground. He also wanted to know if there was a service box on her lot.

Pasty Elledge answered yes to the ownership and the wiring is underground. She said she has not located a service box for her unit.

Building Official Matison said he found there was power on both legs of the wire at the pole and the electrician states that when it arrives at her electrical panel there is power on one of the legs.

A brief discussion ensued about some mobile homes in the park having a service box at the unit, the staff not locating one on Lot 16, what a disconnect looked like (referred to the diagram), and that it was normally a double pull breaker.

Attorney Fox closed with Chapter 723.022 of the mobile home parks general obligation in subsection (4). He said that the mobile home park owner shall maintain utility connection systems for which the park owner is responsible and in proper operating conditions. It does not define what the park owner has to do, and that responsibility is defined in the prospectus which is essentially an agreement between the park owner and the mobile homeowner on the delegating of the responsibilities. He [the owner] has not agreed to undertake the responsibility of this box and that is the unit owner's responsibility.

Building Official Matison clarified for the Special Magistrate that the box is directly below the meter.

Special Magistrate Mawhinney asked if they contended that the owner of the lot is responsible from the meter to the unit and the maintenance of the electrical system even if it is an underground system?

Attorney Fox stated Tampa Electric is responsible for everything to the meter and everything after the meter, which would be the box and from the box to the house, is the lot owner's responsibility.

Special Magistrate Mawhinney asked if there was anything in the prospectus on how they were to connect, whether it is underground or overhead, to the meter?

Attorney Fox said as for the how; he does not believe it is defined anywhere but he cannot confirm that.

Photographs were shown of other mobile home connections (with a box onsite of the unit) that were within the mobile home park.

Building Official Matison explained the installation of the new mobile homes and said normally the wires would come from the meter to the disconnect, then go underground and directly into the mobile home panel. He believes this is the case here because there was not a box located outside the mobile home. He thought it reminded him of previous RV connections although he admitted

that was speculation on his part.

A photograph of the electrical wire repair at the recreation facility was displayed on the screen and Code Enforcement Officer Watson said that was not a proper way to secure a wire with proper weatherproofing. He said he was not certain if the wiring itself was rated for outdoor exposure.

A photograph of Lot 65 was shown with the shield replaced. Code Enforcement Officer Watson said the city has not been called out to inspect.

Assistant City Attorney Claytor asked if the property owner fixed the box on Lot 65 or if it was the mobile home park?

Attorney Fox said he had no personal knowledge either way and said he did not think it would have any bearing on the issue.

Assistant City Attorney Claytor said he thought it did to establish responsibility. He said he thought the prospectus was more a contract than indemnification, this is a common element, it is utility-specific to the mobile home park as a service provided to the mobile homeowner. That is the City's position.

Code Enforcement Officer Watson provided a recap of the staff's recommendation.

Special Magistrate Mawhinney said it appears there are issues here that may take more than ten days to be resolved.

Special Magistrate Mawhinney, on Case No. 2021-00039 for Ash Street LLC entered an Order of Finding Violation and found the violations did exist and continued to exist. He provided twenty (20) days to bring the property into compliance, or a \$150.00 per day fine will commence accruing. He said regarding the responsibility with Lot 16 and any of the other lots out there, his conclusion is - not that he is making an expressed finding to that effect - that the owner of the park would be responsible for the maintenance of the system, distribution, and supply of the electricity. He said as to who contractually would be obligated for it, that would be between the parties in their private capacity.

Attorney Fox asked, as to the distribution of the electricity, how far does that extend to?

Community Development Director Bailey replied and said to the lot based upon the National Electric Code.

Building Official Matison said Section 550 is labeled distribution system and it says the mobile home parks secondary distribution system to mobile home lots shall be, and it talks about 120/240 volts nominal.

Attorney Fox asked for additional clarification because he said he did not believe they have 240 installed out there and wanted to know if that now required the mobile home park owner to go and install 240 throughout the entire park?

Special Magistrate Mawhinney said he believed it was more of an issue of the maintenance of what is already there as opposed to what the current code requires to be there. He said the evidence makes it clear there is an issue of the maintenance of what is there. He said it is shown to the City that the power that is provided to the lot – and in a situation like this where the wiring

is underground – I draw the conclusion that this is all part and parcel of the original construction of the lot that power was provided by the park to the point where the mobile could be connected to the electrical system. Not that the person who brought in the mobile home was obligated to install the underground wire from the mobile unit to the meter. That would be very atypical based on his experience and understanding.

Special Magistrate Mawhinney continued and assessed the city's administrative costs of \$92.13 payable within thirty (30) days.

Attorney Fox asked if he could have something in the order that stated new violations can't be alleged?

Special Magistrate Mawhinney said this gets back to a general citation versus a lot-by-lot list of specifics. He said as he recalled as a concern from the park owner's perspective, they were being generally cited for violations but it was not specific to what it was that needed to be fixed or addressed. The City now has attempted to be more specific in its citations to where the problems exist.

Community Development Director Bailey said these are more specific in the sense that these are the electrical issues that were noticed. It would take some time, but our staff did not go unit-by-unit and look at the electric utilities at each unit. We pointed out some typical ones that have been complained about and that were noticed during the walkthroughs. It is the expectation that the respondent within does a more detailed analysis of looking at the other units. She continued and said we can assist as we did before and that takes time and effort on both parties' part.

Assistant City Attorney Claytor said the fact that the city did not identify every single lot does not obviate the responsibility of the mobile home park owner to comply with applicable codes and applicable law. These are violations that are represented throughout the entire mobile home park. It would be the mobile home park's responsibility to ensure the park is in compliance.

Special Magistrate Mawhinney said as a general statement he thinks it would apply to the extent of the violations that fall within these sections that have been cited, as the violations that are existing in the park, and any violations that would fall within the category. He said any specific violations that fall within that category of those general violations would be included in this action and order and would be subject to correction.

Attorney Fox objected to the effect that it may have a constitutionally defective notice saying his client is not responsible for going and inspecting every single electrical connection. That is not something that is done every day.

Special Magistrate Mawhinney said the owner of the property has a general duty to maintain the property, so is there an obligation to go and inspect? Yes, and maintain. He repeated the Order. On Case No. 2021-00039 for Ash Street LLC, he entered an Order of Finding Violation and found the violations did exist and continued to exist. He provided twenty (20) days to bring the property into compliance, or a \$150.00 per day fine will commence accruing. He assessed the city's administrative costs of \$92.13 payable within thirty (30) days.

The next Special Magistrate Hearing is scheduled for November 18, 2021, at 2:00 p.m.

At 12:02 p.m., the Special Magistrate Hearing was adjourned.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Linda Bourgeois". The signature is written in a cursive style with a large initial 'L'.

Linda Bourgeois, BAS, MMC,
City Clerk