

WISCONSIN STATE
LEGISLATURE
COMMITTEE HEARING
RECORDS

1999-2000

(session year)

Assembly

(Assembly, Senate or Joint)

Committee on
Housing
(AC-Ho)

File Naming Example:

Record of Comm. Proceedings ... RCP

- > 05hr_AC-Ed_RCP_pt01a
- > 05hr_AC-Ed_RCP_pt01b
- > 05hr_AC-Ed_RCP_pt02

Published Documents

> Committee Hearings ... CH (Public Hearing Announcements)

> **

> Committee Reports ... CR

> **

> Executive Sessions ... ES

> **

> Record of Comm. Proceedings ... RCP

> **

*Information Collected For Or
Against Proposal*

> Appointments ... Appt

> **

> Clearinghouse Rules ... CRule

**

> Hearing Records ... HR (bills and resolutions)

> **99hr_ab0807_AC-Ho_pt05b**

> Miscellaneous ... Misc

> **



FOUR SEASONS HOUSING, INC. - Service Department

807 South Division St. Suite B, Bristol, Indiana 46507
PH#: (219) 848-5335 * Fax #1 (219) 848-1676 Fax #2 (219) 848-1730

Jeanne L. McGrady
1415 N. Minnow Lake Rd.
Phillips, WI 54555

RE: Serial No. WD401261

December 15, 1999

Dear Jeanne,

I have received your letter pertaining to the Notice of Revocation of Acceptance. I would like to suggest that you exercise your right as a homeowner and call a Realtor if you do not want or if you are unhappy with your home.

Four Seasons has completed all of our obligations under the Factory Warranty Service Program. We have also completed repairs specified by the State of Wisconsin per your satisfaction, as was signed by you on October 26, 1999.

I'd like to advise you that Four Seasons has no intentions of taking your home back, nor do we have any intentions of performing any further service work on your home. As I stated, we feel that all requested and required warranty service has been completed. *12-14-98*

Your home was purchased on September 28, 1998, which means that the warranty expired on September 28, 1999. At this point, you need to realize that the general upkeep and maintenance of a home falls under homeowner responsibility. *WHAT A JOKE*

If you or your attorney feel that you want to pursue this, any further correspondence needs to be directed to :

Roemer & Mintz, LLP
Attorneys at Law
Key Bank Building, Suite 200
Attn: Timothy J. Abeska
202 South Michigan St.
South Bend, IN 46634-4757

HUD CODE SAYS NO WARRANTY EXPIRATION IF HOME HAS MFR. PROBLEMS, WHAT ABOUT NO INSULATION OVER ALL OF HOUSE, BAD ROOF, BOWED FLOOR JOISTS!

Sincerely,

Perry Miller
Perry Miller
Assistant Service Director

DOES THIS IDIOT REALLY THINK ANYONE WOULD BUY THIS PIECE OF CRAP?

cc: Fonk's Home Center
Attn: Gary Fonk
Timothy Abeska

PM/jw



January 11, 2000

Jeanne McGrady
1415 N. Minnow Lake Rd. #27
Phillips, WI

Dear Jeanne,

The following is a list of areas that insulation and caulking would make your home more comfortable and efficient.

- ❖ Both Skylights
- ❖ Light switches and plug-ins
- ❖ All windows
- ❖ Living room and master bedroom windows
- ❖ Fuse box
- ❖ Exterior walls at floor and ceiling
- ❖ Entire length of the marriage wall where the two halves of the home meet is extremely inefficient.
- ❖ Bathroom marriage wall at ceiling - *MAJOR SEPARATION. CAN SEE KITCHEN LIGHT REFLECTION FROM MASTER BATHROOM.*

Thank you for your patronage.

Sincerely,

Dave Davis
Dave Davis
Indoor Comfort, Inc.

ALSO, ALL 3 EXTERIOR DOORS



Inspection/Manufactured Homes
P. O. Box 2538
Madison, Wisconsin 53701-2538
(608) 266-8577
www.commerce.state.wi.us

Tommy G. Thompson, Governor
Brenda J. Blanchard, Secretary

6-2-2000

March 20, 2000

Fonks Home Center
1424 N. Lake Ave.
Phillips, WI 54555
Attn: Gary Fonk

I FINALLY RECEIVED THIS
"SO CALLED" INSPECTOR REPORT
ON 6-2-2000 ALONG WITH A C.C.
TO FONKS WITH AN APOLOGY FROM
FIEDLER. WHAT A JOKE, HE'S APOLO-
GIZING TO THEM!

RE: McGrady
Serial # WD 401261
HUD # PF 1033039

Dear Mr. Fonk:

At the request of Ms. McGrady, on March 3, 2000 I inspected her home. She complained of excessive air infiltration and high heating costs. She had a blower door test done which showed an air change rate of .49 air changes per hour. Though this is generally not considered high, it is a rate almost double that which I have seen in other manufactured homes. Also of concern is the following items:

Roof leak. Stains around ceiling grill and on the soffit at the gable end.

No vapor barrier installed on the ground under the unit as required by the manufacturer. Homeowner claims the dryer was vented under the home by the installer.

Bulging wall in the living room.

Gaps forming between walls.

A private inspector determined that the pier spacing was incorrect and that the house was not properly supported. The above problems could be caused by incorrect support.

Please notify my office as to your intentions in this matter as soon as possible.

Sincerely,

Ken Fiedler
Manufactured Homes Program Coordinator

cc: Manufacturer
Owner

FIEDLER, YOU KNOW QUITE WELL THAT
INCORRECT SUPPORT IS THE CAUSE FOR
THESE PROBLEMS! YOU'RE LETTING FONKS
GET AWAY WITH FRAUD! DID HIS MILLIONAIRE
DADDY PAY YOU OFF -
OR MAYBE YOUR 25 YEARS
AS A BUILDING CONTRACTOR TAUGHT
YOU HOW TO COMMIT FRAUD ON THE PEOPLE
YOU SOLD YOUR HOMES TO -
YOU DISHONEST, LYING CREEP
YOU SHOULD BE FIRED

WAS WONDER. FULL CLIENT DID BUSINESS.

COPY

LAW OFFICES
SLABY, DEDA, MARSHALL, REINHARD & FUHR LLP

215 NORTH LAKE AVENUE
P.O. BOX 7
PHILLIPS, WI 54555-0007
(715) 339-2196
FAX (715) 339-4664

Park Falls Office:
170 North 4th Avenue
P.O. Box 151
Park Falls, WI 54552
(715) 782-3258

JOHN W. SLABY
DAVID DEDA
BRUCE A. MARSHALL
SCOTT A. REINHARD
MARK T. FUHR

July 6, 2000

7-12-00, D. A. SCHILLING
READ THIS LETTER AND
LAUGHED A LONG TIME.
HE SAID FONK'S IS AFF.
BECAUSE I HAVE PROOF.

Jeanne L. McGrady
1415 N Minnow Lake Rd
Phillips WI 54555

Re: Harassment against Fonk Home Center, Inc.
Our File Number: 00-10088

DISTRICT ATTORNEY
PATRICK SCHILLING
339-3095

Dear Ms. McGrady:

Please be advised that our firm represents Fonk's Home Center, Inc. as their legal counsel. As such, I have reviewed your correspondence of June 5, 2000. My client has verified that all of your legitimate complaints regarding the installation of your pre-manufactured home have been addressed. Further, Fonk's Home Center, Inc. has coordinated repairs to the home, itself, even though those repairs are truly the responsibility of the home manufacturer; I understand that those repairs are almost complete, as well.

As you are apparently well aware, there are grievance procedures through the Wisconsin Department of Commerce for a person who has purchased a pre-manufactured home, but still has complaints. In that regard, you have apparently itemized your complaints to the the State and they have been in touch with both Fonk's Home Center, Inc. and the home's manufacturer.

If you believe your complaints have sufficient merit that they warrant your hiring of an attorney, then you should do so for the purpose of seeking your legal remedies through the court system. From my knowledge of the overall situation, I sincerely doubt that the court system would be able to assist you because your complaints have been addressed and you have, in fact, accepted your home as situated and are continuing to live in it. While I appreciate that you feel that you have endured too many problems and delays in having your installation complaints addressed, the legal system simply does not provide you with the means to be "paid back" for such troubles and hassles, generally.

From reading your letter of June 5, it is clear that you do not intend to limit yourself to your legal options through the State or through the court system. Instead, you have gone out on a campaign of harassment against Fonk's Home Center, Inc. It is my understanding that you have been in touch with numerous home manufacturers supplying my client's locations in both Phillips and in the Milwaukee area. You apparently have been in contact with numerous tradesmen, material retailers (such as hardware stores) and other businesses. You have apparently also been in touch with as many mobile home park owners and owners of pre-manufactured homes throughout Price County regardless of

8-18-00, CALLED MARSHALL, TOLD HIM TO BECOME OVER & SEE THE
CODE VIOLATIONS AS WELL AS BAD SET-UP DONE BY FONK'S
BEING FIXED BY A SUBCONTRACTOR FOR FONK'S
I DIDN'T SEE HIM ALL DAY-GUESS
HE WAS TOO AFRAID TO SEE NOW
SECRETARY

FIRM IS BE AFFKIND OF ME, N STUPID FEMINE.

whether they purchased their home from Fonk's Home Center, Inc. or not. **THESE ACTIONS ON YOUR PART MUST STOP!**

Every citizen has the right of free speech as guaranteed under both the U.S. and Wisconsin Constitution. However, those rights of free speech do not extend to the level of harassment or potential libel and slander. I do not have tape recordings of the different conversations which you have had and I do not have copies of all correspondence which you have sent to third parties, including state agencies. However, the tone of those communications appears to have been not simply that you were dissatisfied with the service which you received from Fonk's Home Center, Inc. and their supplier, but rather that you want to make sure that nobody else purchases product or services from them. At the point that you have commenced a campaign against them, you are no longer exercising your right to free speech, but are attempting to harm them and cripple their ability to exist.

You will not succeed. Fonk's Home Center, Inc. has a long standing history of state code compliance and satisfied customers who received a quality product, installed in a professional manner, and at a very competitive price. Regardless of your feelings, the business will continue. However, a far greater concern is your apparent intention to do anything in your power to continue your personal vendetta against my client. You must cease and desist from all such further efforts. If you have valid concerns and disputes, take them to the proper legal channels. However, if you insist on continuing your campaign to drive my client out of business instead, then you leave my client no choice but to proceed to the court system, itself, for such civil relief, including a restraining order/injunction against you and a potential civil suit for defamation. If you believe that your campaign against my client has been successful, then your own belief will substantiate my client's damage claim back against you. This is a senseless exercise through the court system of what is essentially your personal dissatisfaction with your pre-manufactured home purchase.

I am enclosing an additional copy of this letter. At the bottom of the letter, I have included language stating your commitment to cease and desist any further efforts to spread your complaints to third parties (other than valid governmental agencies and the courts). If you fail to sign this letter and get it back to me on or before Friday, July 14th, my client and I will assume that you intend to continue your campaign and that you do not intend to cease and desist from those activities. At this time, my client has no wish to sue you for damages nor seek any type of restraining order or injunction. They simply wish to have you stop your activities. However, in the event you fail to do so, then my clients will use every legal resource available to them to stop your harmful and defamatory actions.

Please think seriously about your actions before you go any further. If your point was to try to tell everybody in the world about your problem, you have certainly accomplished that goal. Be satisfied in that and stop harassing Fonk's Home Center, Inc. I trust that you will sign the enclosed letter and return it to me immediately.



State of Wisconsin
Tommy G. Thompson, Governor

Department of Agriculture, Trade and Consumer Protection

Ben Brancel, Secretary

July 17, 2000

MS JEANNE L MCGRADY
27
1415 N MINNOW LAKE RD
PHILLIPS WI 54555

CALL HER 8-4P
ON MONDAY
7-24-00

I CALLED AT 2:30 P.M.
TRINA LEFT MESSAGE

SHE RETURNED CALL
& REFUSED TO HELP ME!

RE: File 368855 (Refer to this number when contacting our agency)
FOUR SEASONS HOUSING INC
PO BOX 1340
MIDDLEBURY IN 46540

1. COMPLAINED ABOUT
FONKS TOO !!

Handwritten: DIV. OF SAFETY & BUILDINGS
SECTION CHIEF
BRIAN CHIEF
BRIAN PERRIE

Handwritten: I CALLED
AT 2:30 P.M.
TRINA LEFT
MESSAGE

Dear Ms McGrady:

Thank you for submitting your complaint about Four Seasons Housing Inc.

The laws dealing with this issue are enforced by the agency listed below, so we are forwarding your complaint directly to them:



DEPARTMENT OF COMMERCE
DIVISION OF SAFETY & BUILDINGS-MOBIL HOMES THEY
PO BOX 7302
MADISON WI 53707-7302

Telephone: 608 266-8577

Handwritten: DIDN'T EVEN LIST
FONKS IN MY
COMPLAINT, EVEN
THOUGH I SENT THEM
ALL MY INFORMATION
SHOWING FRAUD-

Handwritten: YOU CAN GET
1-262-261-6100
FOR BLDG DEPT

If you do not hear from the agency where we referred your complaint, please contact them at the telephone number or address listed above.

Sincerely,

Handwritten signature: Shelby Fritz

Shelby Fritz
Consumer Information Specialist
BUREAU OF CONSUMER PROTECTION
Telephone: 608 224-4953/FAX: 608 224-4939
Email: shelly.fritz@datcp.state.wi.us

Handwritten: SHE WOULD NOT EVEN DISCUSS
FONKS PART IN THIS

Handwritten: REFERRED
I CALLED THE BUREAU
9.13.00
I CALLED AT 1:00 P.M.
LOOKED AT MY 1000
PAGES OF INFO

Handwritten: I CALLED THE
9.13.00

Handwritten: SECRETARY



U. S. Department of Housing and Urban Development
Washington, D.C. 20410-8000

OFFICE OF THE ASSISTANT SECRETARY
FOR HOUSING-FEDERAL HOUSING COMMISSIONER

JK 3-00- CALLED DRAUGHN ABOUT
KEO FIEDLER LETTER OF 8-28-00. SHE
SAID SHE NEVER RECEIVED IT. SHE
AUG - 9 2000
ALSO SAID TIEDOWN'S WERE RE-
SPONSIBILITY OF DEALER AND
FIEDLER KNEW IT! DAMN HIM!!

Ms. Jeanne L. McGrady
1415 N. Minnow Lake Road, Lot 27
Phillips, WI 54555

Dear Ms. McGrady:

This is in response to your letter concerning problems that you are experiencing with your manufactured home.

On June 15, 1976, the Federal Manufactured Home Construction and Safety Standards became effective. All residential manufactured homes constructed after this date must comply with these Standards. While the Department of Housing and Urban Development (HUD) does not actually inspect and certify homes, each manufactured home is inspected once during its production by a third-party inspection agency, and throughout its production by the manufacturer's quality assurance personnel, in order to help assure compliance with the Standards. Further, manufacturers must confirm compliance with the Standards by attaching a certification label to each unit produced.

In the State of Wisconsin, a State Administrative Agency (SAA), operating under an agreement with HUD, administers and enforces the Federal Manufactured Housing program within the State. The address and telephone number of that agency are noted below for your information. A copy of your letter has been forwarded to the SAA and the manufacturer for review under the Federal and State programs.

The extent to which the Department and the SAA can help you in resolving your complaint depends on the seriousness of the problems you have encountered. In cases where safety-related defects in homes create an unreasonable risk of injury or death to the occupants, manufacturers must correct the defects in a relatively short period of time.

However, where serious hazards have not been created by defects caused by the manufacturing process, we cannot require manufacturers to correct them. In some of those cases, the manufacturers may be liable under warranty or consumer protection programs administered by agencies of your State government.

Based on your letter, there are other areas of concern that are not regulated by this office, specifically, the allegations of breach of contract, forgery, damage to personal property, violations of state code and realty disclosure laws. These appear to be civil matters, that the Department suggest you seek legal assistance in resolving. In addition, the Department does not regulate the installation of homes, in your state, this is regulated by the Wisconsin Department of Commerce.

ORIGINAL, NOW
INSPECTED DELETED BY LEH
THE FACILITY

After reviewing the documentation that you provided, it appears that the Wisconsin Department of Commerce, Manufactured Homes, Safety & Building Division (the SAA), has conducted some inspections at your home. It also appears that some items may have required corrections by the manufacturer and/or the dealer. Therefore, we are requesting that the SAA provide this office with a status/summary of your complaint. We will review all of the documentation and advise you accordingly.

I NEVER CALLED OR WROTE BACK - 4-15-01

I hope this information will prove helpful. If you have any questions, please contact Mrs. Elsie Draughn of the Manufactured Housing and Standards staff at (202) 708-6423.

Sincerely,

Elizabeth A. Cocke

Elizabeth A. Cocke
Director
Manufactured Housing and
Standards Division

cc:
Mr. Ken Fielder, Program Coordinator
Manufactured Homes, Safety & Building Division
201 West Washington Street
Reedsburg, WI 53959

*9-15-00
10:15 AM
CALLED + LEFT MESSAGE
68-266-1817
CUC NND12
FIELDER'S BOSS*

*FIELDER'S BOSS
DEF. AD 2599
P.O. BOX MA 01300
53701-599
SPINTI AND
FIELDER FOR
APR 29 97 31 30
M 14*



SAFETY AND BUILDINGS DIVISION
Inspection/Manufactured Homes
P. O. Box 2538
Madison, Wisconsin 53701-2538
(608) 266-8577
www.commerce.state.wi.us

Tommy G. Thompson, Governor
Brenda J. Blanchard, Secretary

August 28, 2000

IF FIEDLER HAD THE BRAINS TO READ THE INSTALLATION MANUAL HE WENT ME HE'D KNOW IT'S THE DEALER RESPONSIBILITY, AND ALSO THE DAMAGE INCURRED IF THE HOUSE WASN'T TIED DOWN.

Jeanne McGrady
1415 N. Minnow Lake Rd
Lot 27
Phillips, WI 54555

YOU JERK, FIEDLER. WHAT ABOUT ALL THE OTHER BOWED WALLS IN THIS HOUSE?

Dear Ms. McGrady:

In response to your inquiry about tie-downs. I have asked the United States Department of Housing and Urban Development to make a determination on my position that since tie-downs are required to be installed by the manufacturer, dealer installation is required in order to complete the sales contract. I have not received a response from HUD on this issue.

I was contacted by Fonk's about the bowed wall area. It seems the wall panel pattern needed to make the repairs is no longer available and Fonk's, after making repairs, is willing to replace contiguous panels on the center wall with panels with a compatible neutral color. I have seen rooms with one accent wall of a different finish and suggest this as a reasonable solution to the problem.

BULL!

Sincerely,

Ken Fiedler
Manufactured Homes Coordinator

THIS HOUSE HAS BEEN TORN APART 7 TIMES - EACH TIME, THE HOUSE GETS WORSE

cc: Dealer
Elsie Draughn, HUD

SUBCONTRACTOR FOR FONK'S

9-15-00 PETERSON'S MOBILE HOME REPAIR - REFUSES TO GIVE ME COPIES OF WORK/REPAIR ORDERS THEY SHOW FONK'S TERRIBLE SET-UP OF THIS HOUSE ON 8-24-00 PETERSON'S REMOVED FRONT DOOR MOLD TO MEASURE FOR A NEW DOOR. INSULATION IN ENT. DOOR CASEMENT IS "GREAT STUFF" INSTALLED BY FOUR SEASONS AT THEIR FACTORY BUT SUPPOSEDLY REPLACED WITH REGULAR INSULATION BY FOUR SEASONS 4TH CREW ON 10-23-99. IT SEEMS THE CREW FORGOT TO DO THE WORK BUT WROTE ON THEIR WORK/REPAIR ORDER THAT THE WORK WAS COMPLETE.

I KEEP GETTING LIED TO -

Manufacturer's One-Year Limited Warranty

Limited Warranty:

Your new home, including the structure, plumbing, heating and fire safety and electrical systems, installed by Four Season's Housing, Inc. (the "Manufacturer"), is warranted by the Manufacturer, under normal use to be free from substantial defects in material or workmanship, except as provided below. Your new home is also warranted to have been designed and constructed in accordance with applicable Federal Manufactured Home Construction and Safety Standards.

This warranty extends only to the original retail purchaser ("Owner"), begins on the later of the date of original retail purchase or the date of delivery, and extends for a period of one year from that date.

The exclusive remedy for any breach of this warranty is the Manufacturer's obligation, subject to the remaining provisions of this warranty, to repair or replace, at its option, within a reasonable time, but without cost to the Owner, at the site of the home if reasonably practical any defective workmanship, part or parts within the scope of this warranty, provided that written notice of the defect is received by the Manufacturer or the retailer of the home ("Retailer") from the Owner at their business address within (20) days after the expiration of the warranty period.

Owner's Obligations:

The Owner is responsible for normal maintenance and care as described in the Homeowner Manual. If a problem occurs that the Owner believes is covered by this Warranty, the Owner shall contact the Retailer who sold the home, giving the Retailer sufficient information to enable it to resolve the matter.

Retailer Obligations:

By agreement with the Manufacturer, the Retailer is obligated at no charge to the Owner to repair or replace any parts necessary to correct defects in material or workmanship covered by this Warranty. The Retailer may have other obligations to you.

If the Retailer Does Not Resolve the Problem:

If the Retailer does not correct the defect and the Owner believes that the defect is covered by this Warranty, the Owner shall contact the Manufacturer's factory at the address shown below and in writing describe the problem and attempts made to resolve it. Delegation of the duty to repair to the Retailer in no way relieves the Manufacturer of the ultimate responsibility to fulfill all of its warranty obligations.

What is Not Covered by this Express Warranty:

THIS WARRANTY DOES NOT COVER:

1. Problems resulting from failure to comply with instructions contained in the homeowner manual and/or the field installation manual.
2. Damage to bedding, draperies, floor coverings or furniture (only damage or defects to these items arising prior to set-up will be repaired or replaced and only if manufacturer or retailer is notified in writing of the existence of such damage or defects within seven (7) days after set-up).
3. Certain appliances, equipment and fixtures are covered under separate warranties by their respective manufacturers; the owner must rely solely upon these separate warranties and should apply to such manufacturers for relief from defects in such items.
4. Appliances, equipment, furniture or other items installed by the retailer or its representatives or agents.
5. Defects caused by or related to:
 - A. The set-up or transportation of the home.
 - B. Abuse, Misuse, negligence, accident or acts of God.
 - C. Unauthorized repairs, alterations or modifications of the home, or the settling of the home after set-up.
 - D. Deterioration due to wear and tear or exposure (wear and tear includes, but is not limited to, visible scratches, tears, cuts and dents, and other similar damage to the roof, exterior siding, bottom board, floor coverings, wall coverings, ceiling, cabinets, trim, doors, windows, screens and other visible components occurring after delivery and set-up); or
 - E. Use of the home for non-residential purposes.

Disclaimer of Warranties:

The Manufacturer does not assume responsibility for any undertaking, representation or warranty made by the Retailer, agents, salesmen, representatives, employees or any other persons, other than those expressed herein.

This warranty is given expressly in lieu of all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose, and such implied warranties are specifically limited to the duration of this express warranty. However, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The manufacturer does not assume responsibility for any consequential or incidental damages incurred as a result of any defect in the home. Such consequential or incidental damages may include, but are not limited to, loss of the use of the home, loss of time, inconvenience, mental distress, expense for gasoline or telephone, travel, meals or lodging, loss or damage to personal property, or loss of earnings or other revenue. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. Because there are many different local restrictions and building and zoning codes, manufacturer does not warranty that the home meets any law or regulation other than shown on the seals, material, and documents affixed to the home. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any requirement by the manufacturer that the owner waive his rights under this warranty shall be contrary to public policy and unenforceable and void.

Four Seasons Housing, Inc.
105 14th Avenue • Middlebury, IN 46540
(219) 825-9999

NOTICE OF REVOCATION OF ACCEPTANCE

Via Certified Mail – Return Receipt Requested

To: Fonk's Home Center, Inc.
1424 N. Lake Ave.
Phillips, WI 54555

Four Seasons Housing, Inc.
PO Box 630
Middlebury, IN 46540

Re: Four Seasons Multi-Wide Home
HUD Label #PF1033039
Serial #WD401261
Date of Purchase: 12/14/98

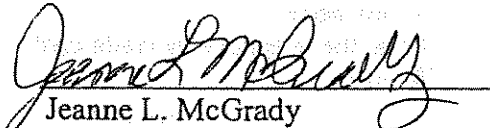
To Whom It May Concern:

PLEASE BE ADVISED that I revoke acceptance of the above multi-wide home purchased by me on or about December 14, 1998 from Fonk's Home Center, Inc. The unit was manufactured by Four Seasons Housing, Inc.

This mobile home remains defective in numerous respects including but not limited to the matters set forth on the inspection report of Lawrence D. Engen dated October 27, 1999 a copy of which is attached hereto and incorporated by reference. You are also aware, by virtue of our prior communications, of other defects, many of which remain unrepaired despite my many requests that they be corrected.

The defects in the goods are of such a nature that they substantially impair the value of the goods. I therefore exercise my right under Wis. Stat. §402.608 and revoke my acceptance of this mobile home. I hereby demand that you refund to me the purchase price, \$41,445.82, inclusive of sales tax, and please contact me to arrange for a mutually convenient time so you may pick up your goods.

Dated this 2 day of December, 1999.


Jeanne L. McGrady
1415 North Minnow Lake Rd.
Phillips, WI 54555



Department of Agriculture, Trade and Consumer Protection

Consumer Complaint

To Businesses:

We encourage consumers to use this form when they first contact you with a problem. Please take this opportunity to promote your business by quickly working out this dispute.

1. How do we contact you?

Name: (Mr. Mrs. Miss Ms.) ANYTIME (circle one) (first) (middle) (last)

Home Phone: (715) 339-4225 Work Phone: () ext. _____ or () ext. _____

Phone me between 301-1 Work 221091 Best time: _____

Address: MS JEANNE L MCGRADY) Box: _____ Apt.# _____
1415 N MINNOW LAKE RD LOT 27
 City: PHILLIPS WI 54555 County: _____

2. What business is your complaint against?

Name of business: FONK'S HOME CENTER

Address: 1424 N. LAKE AVE. PO Box: _____ Apt.# _____

City: PHILLIPS State: WI Zip: 54555 County: PRICE

Phone: (715) 339-4600 Name of person you talked to: GARY & WANDA FONK Title: OWNER

Information about your complaint

3. Which of the following best describes your first contact with the business: (check one)

- | | |
|---|--|
| <input type="checkbox"/> Person from business came to my home | <input type="checkbox"/> I went to the business |
| <input type="checkbox"/> Person from business called me | <input type="checkbox"/> I telephoned the business |
| <input type="checkbox"/> Business sent me information in the mail | <input type="checkbox"/> I responded to a radio or TV ad |
| <input type="checkbox"/> I attended a convention or trade show | <input checked="" type="checkbox"/> I responded to a printed advertisement |

4. When did the first contact occur? month: 09 day: 28 year: 1998

5. How old is the person who had contact with the business? Age: (circle one) 0-17 18-61 62 or older

6. What product or service did you buy? (please be specific) DOUBLEWIDE MANUFACTURED HOME

7. Was it advertised? (circle one) No Yes Date: 09-98 Where: CHICAGO TRIBUNE NEWS-PAPER

8. Did you sign a contract? (circle one) No Yes Date: 09-98 Number on contract, policy or receipt: NONE

9. If yes, where were you when you signed the contract? THEIR OFFICE

10. Amount paid: \$ 41,445.82 by: (circle one) CASH check credit card financed other plan
1,500.00 CASHIER
CASHIER # 39,995.00
CHECK

11. Where did you pay the business: (check one)

<input type="checkbox"/> At my home	<input checked="" type="checkbox"/> At the company's place of business
<input type="checkbox"/> Over the telephone by credit card	<input type="checkbox"/> At a convention or trade show
<input type="checkbox"/> By mail	<input type="checkbox"/> In someone else's home

12. Did you contact the business about your complaint? MANY TIMES Yes No When? 1-99 What happened? NOTHING TO DATE

13. Have you filed this complaint with another agency? Yes No Agency name? DEPT. OF COMMERCE What happened? NOTHING

14. Have you contacted a private attorney? Yes No Have you started court action? Yes No

15. Describe your complaint in detail. FONK'S DID NOT SET UP THIS HOME ACCORDING TO MANUFACTURER INSTALLATION MANUAL GUIDELINES. FONK'S DID NOT TELL ME ABOUT BOWED FLOOR JOISTS AND MAJOR STRUCTURAL DAMAGE BEFORE OR AFTER I BOUGHT THIS HOME. FONK'S CAUSED A RAW SEWAGE BACK-UP (12-98) AND A FLOOD (4-99) DUE TO ILLEGAL PLUMBING; STATE PLUMBING INSPECTOR DON OREMUJ FORCED GARY FONK TO PAY FOR LEGAL PLUMBING (8-99). PER THE PRIVATE INSPECTOR'S REPORT FONK'S VIOLATED OTHER STATE CODES AS WELL. IF STATE INSPECTOR JOHN ANDERSON (7-99) HAD GONE UP ON THE ROOF ^{AND} UNDER THE HOUSE HE'D HAVE SEEN THE PROBLEMS, THAT GOES FOR STATE INSPECTOR KEN FIEDLER (3-2000) ALSO.

ENCLOSED IS THE NIGHTMARE.

BY THE WAY, FONK'S DID NOT USE A LICENSED ELECTRICIAN AS STATED IN THE FOUR SEASONS HOUSING HOMEOWNERS MANUAL, RESULTING IN A POWER OUTAGE ON 10-12-99. MY PHONE CALL TO FONK'S WAS IGNORED. NISP CAME OUT, CHECKED THE WIRING AND TOLD ME THE "SHORT" WAS COLD, MEANING THE HOUSE WOULDN'T SHUT DOWN. ON 10-25-99 A CREW FROM FOUR SEASONS HOUSING FIXED THE PROBLEM.

16. How do you feel your complaint should be resolved? (please be specific) A CHECK IN THE AMOUNT OF \$48,487.53.

This complaint and the information you provide will be used in efforts to resolve your problem and will typically be shared with the party complained against. It may also be used to enforce applicable state laws. Under Wisconsin's Open Records Law, this complaint will be available for public review upon request, after this department's action is completed.

The above information is true and accurate to the best of my knowledge.

Your signature: Jeanne L. McBrady

Date: 6-29-2000

Return this form and copies of your papers to our office located nearest to the business:

NORTHWEST REGIONAL OFFICE 3610 Oakwood Hills Pkwy Eau Claire WI 54701 (715) 839-3848 FAX: (715) 839-1645	SOUTHEAST REGIONAL OFFICE 10930 W Potter Rd Ste C Milwaukee WI 53226-3450 (414) 266-1231 FAX: (414) 266-1235	NORTHEAST REGIONAL OFFICE 200 N Jefferson St Ste 146A Green Bay WI 54301 (920) 448-5110 FAX: (920) 448-5118	SOUTHWEST REGIONAL OFFICE PO Box 8911 Madison WI 53708-8911 (608) 224-4960 FAX: (608) 224-4963
--	--	---	--

If the business is located outside of Wisconsin return this form to our Consumer Information Center:

DATCP - CONSUMER INFORMATION CENTER

PO Box 8911

Madison WI 53708-8911

(800) 422-7128

FAX: (608) 224-4939

TDD: (608) 224-5058

EMAIL: datcp@datcp.wisconsin.gov

P.O. BOX 8911
MADISON
53708-8911

WISCONSIN DEPT. OF AGRICULTURE, TRADE
& CONSUMER PROTECTION
608-224-4921 608-224-4921

6-27-2002

BUREAU OF CONSUMER PROTECTION
DIRECTOR + ASST. DIV. ADMINISTRATOR

DEAR MERRY FRAN TRYON, ←

I BOUGHT (12-14-98) AND MOVED INTO (12-26-98) A BRAND NEW DOWLEWIDE MANUFACTURED HOME, FOUR SEASONS HOME, OF MIDDLEBURY, INDIANA AND FONK'S HOME CENTER OF PHILLIP WISCONSIN WERE THE MANUFACTURER AND DEALER.

BESIDES MYSELF THE FOLLOWING PEOPLE WILL TELL YOU THEIR OWN HORROR STORIES INVOLVING ONE OR BOTH OF THESE COMPANIES!

LAW SUIT PENDING AGAINST FOWIL

HEARD
NOTHING

GIL LAGOZNEK
414-769-9591

KEVIN + THORA FELIX
715-339-2231

ROBERT PAULS
715-564-2682

~~RICHARD + KAREN GENTZ TOO~~
~~715-332-5424~~ AFRAID

VIOLATIONS OF STATE CODE, VIOLATIONS OF HUD CODE, VIOLATIONS OF REALTY DISCLOSURE LAWS, BREACH OF CONTRACT, FORGERY, DAMAGE TO PERSONAL PROPERTY AND EVEN THEFT ARE INVOLVED.

I'M ENCLOSEING ITEMS OF MY OWN HOME SHOWING JUST HOW NEGLIGENT THESE COMPANIES ARE.

PLEASE HELP US!

SINCERELY
Jennie L. McBrady
715-339-4225



Wisconsin Judicare, Inc.

300 Third Street, Suite 210, P.O. Box 6100, Wausau, Wisconsin 54402-6100
(715) 842-1681 - (TDD) - Toll Free (800) 472-1638 FAX (715) 848-1885
E-Mail: info@judicare.org



June 6, 2000

Jeanne L. McGrady
1415 N. Minnow Lake Road, Lot 27
Phillips, WI 54555

Dear Ms. McGrady:

We have received your application for Judicare services, and on the basis of your equity in liquid assets and real and personal property, you are not eligible for Judicare services. As a result, your application is being denied. If you wish to furnish us with further information which you feel would establish your eligibility, please do so.

We are sorry we cannot be of assistance to you at this time. If at any time your equity in liquid assets and real and personal property should change, please complete another application. There may also be attorneys in the yellow pages of your local telephone directory who advertise that they offer a free initial consultation for up to one-half (1/2) hour. You may wish to contact the State Bar Lawyer Referral and Information Service in Madison. The number is toll-free 1/800-362-9082.

If you wish to appeal this determination, please contact this office. You will have the opportunity to confer with the program Director or his designee, and if feasible, with a Board member. The matter will be reconsidered at that time.

Thank you for your interest in our program.

Sincerely yours,

Bonnie Dalum

Bonnie Dalum
Intake Specialist

bd

Handwritten notes:
CINDY
715-3483
360-4402
CAR
FEDERAL N.H.
MONDAY 11:35 AM
6-8-785-9335
337-3437
337-3437
GEORGEA
JANLIGA
TAX 3333333333

10-19-2000 THE "BEE" NEWSPAPER

New permit fees increase zoning revenue for county

Committee upholds fine to local manufactured home contractor

Patti Wenzel, THE-BEE

Fees for zoning permits will increase Jan. 1, following action by the county zoning committee on Oct. 12. The new fees, which were developed by zoning administrator Kevin Krause, bring Price County into line with the fees charged by surrounding counties. The committee approved the fee increase to generate additional revenue in the zoning department.

The committee also upheld a fine that had been levied against Gary Fonk, owner of Fonk's Home Center. The \$1,000 fine was handed down in August, after it was discovered that homes had been placed by Fonk on parcels that did not have valid county building permits. The committee had fined Fonk because the ordinance allows for not only land owners, but contractors, to be held responsible for securing the proper permits.

Fonk appeared at the committee meeting to request that the fine be rescinded. He had paid the fine in September, but had to wait until October to argue his case. He said he notifies all property owners that permits are required prior to his company placing a home at the site. He added he even makes his clients sign a contract stating that fact and then presented the committee with copies of those contracts.

However, none of this moved the committee members who took no action to refund the fine and violation.

Following the meeting, Fonk said he did not think he was dealing with the committee

on this matter, but with the department secretary, Lisa Walczak. "This was a waste of time," he said. "My attorney's said I shouldn't pay the fine, but I know that zoning

office would be backed on a \$200 per day fine until I do.

Fonk said the town where the one property the committee focused on was located had

posted a building permit and a sanitary permit had been approved prior to the home being placed. He did not say if he would pursue the issue further.

GEE GARY, DID YOUR 50 YEAR OLD FAMILY BUSINESS TEACH YOU THIS ATTEMPTED FRAUD TRICK OR DID YOU LEARN IT ALL BY YOURSELF

IF YOUR ATTORNEY MARSHALL BELIEVED YOU WERE HONEST HE WOULD HAVE BEEN AT THIS MEETING & HE WOULD HAVE PROVED YOUR HONESTY!

YOU HAD TO PAY A MERE ¹⁰1000.00, BUT YOU'LL CONTINUE YOUR BAD BUSINESS PRACTICES

HOW MUCH MONEY DO YOU THINK YOUR VICTIMS LOST YOU J.O.B.!

FOR YOU

Big Elk Roofing
N. 10091 Musser Road
Phillips WI 54555
(715) 339-3577

Date 10/23/00

I'M WAITING FOR 2 MORE ESTIMATES FOR
ENTIRE ROOF BESIDES DECK.

To: JEAN McGRADY
1415 N. MINNOW LK. RD.
27
PHILLIPS
339-4225

Job Location:
SAME

Job Description Amount

REPAIRS:

RE-INSTALL VENTS IN PROPER MANNER
AND RESEAL WITH PLASTIC ROOFING CEMENT.
RESEAL ALL ROOFING PIPES.

LABOR + MATERIAL 350.⁰⁰

8803

DATE: 10/20/00

NAME: Jeanne Mc Grady
ADDRESS: 1415 N Minnow Lake Road Lot 27
Phillips WI 54555

SOLD BY: CASH C.O.D. CHARGE ON ACCT. MISERD. PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	This estimate covers Vinyl Skirting in		
2	White or Sand Color. Dark Brown Skirting		
3	has been discontinued for approximately 3 years.		
4	Installation	225.00 + Tax	
5	28x60	12.37 Tax	
6		237.37	
7	Materials		
8	Rails	260.00	
9	Panels	421.80	
10	* 741.03	702.40	
11	* 237.37	38.63 Tax	
12	* 978.40 Total	741.03	

CUSTOMERS ORDER NO. RECEIVED BY:

KEEP THIS COPY FOR YOUR RECORDS
©1998 REDIFORM® 51527

ESTIMATE FROM AMERICAN
HOME SALES IN LADYSMITH

MOBILE HOME
STUFF
 STORE, INC.

N6446 Rolling Meadows Drive
 Fond du Lac, WI 54937
 (920) 923-0098 • 1-800-637-3780

INVOICE

Customer Name J. McGrady
 Address 1415 North Minnow Lake Rd #27
Phillips WI 54555
 Phone _____

DATE 10-29-00
 INVOICE NO. _____

QTY.	PRODUCT SIZE & MODEL	UNIT PRICE	AMOUNT
1	Skirting APPROX 168' Feet	1	495.00
1	Slag Beds		12 75
	Brown Skirting 00		
	Long available		
	Fond du Lac Labor		
15	350.00		
	* Please note we don't install up that far		

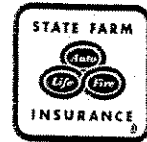
PLEASE PAY FROM THIS INVOICE

INSTALLATION FEE	
SUB TOTAL	
TAX	27 89
TOTAL	534 89
DEPOSIT	
BALANCE DUE	

I understand that a 50% deposit is required on all orders before the product can be ordered. I also understand that payment in full must be made immediately after product installation. Furthermore, I acknowledge all responsibility for returned checks and the fees thereof. 1-1/2% per month finance charge on accounts over 10 days. Annual = 18%.

Signature _____

State Farm Insurance Companies



North Central Office
8500 State Farm Way
Woodbury, Minnesota 55125-337

November 6, 2000

Ms. Jeanne McGrady
1415 North Minnow Lake Road Lot 27
Phillips, WI 54555

RE: Policy Number 49-B7-5083-6

Dear Ms. McGrady,

I want to acknowledge and thank you for your inquiry on your policy.

In your phone conversation with Jo Reinhardt-Kennedy, you had questions concerning the benefits of tying down your manufactured home.

Installing tie downs on your manufactured home increases the stability of the home and it helps prevent damage from wind. We do offer a 10% discount to those insureds who have their manufactured homes tied down.

We appreciate your business and value you as a State Farm client. If you have any further questions or concerns, please feel free to contact your State Farm agent's office in Park Falls at 715/762-3218.

Sincerely,

Janeen Benoy
Personal Lines Underwriter

I'VE INFORMED ME THAT STATE FARM'S CRITERIA FOR "APPROVED PARKS" IS UTILITY HOOK-UPS AND NOTHING MORE. WOW, ISN'T IT NICE THAT EVEN THE PARK OWNERS AREN'T HELD RESPONSIBLE FOR ANYTHING - NO LAWS FOR THEM EITHER!!



I DIDN'T HAVE THE MONEY
TO PURSUE

DANIEL SNYDER
Lawyer
572 Fourth Avenue, South
Park Falls, Wisconsin

Mailing Address:

Post Office Box 468
Park Falls, Wisconsin 54552

Telephone:
(715) 762-4460
Facsimile:
(715) 762-2570

December 13, 2000

* THERE IS NOT A STATUTE OF LIMITATIONS, PER HUD, PERTAINING TO CONTINUING OR NEW PROBLEMS CAUSED BY THE MANUFACTURER'S POOR CONSTRUCTION OF THE HOME

Ms. Jeanne McGrady
1415 North Minnow Lake Road, Lot 27
Phillips, WI 54555

In re: Claim Against Fonk's Home Center et al.

Ms. McGrady:

I have examined the documents you provided to me, many of which it appears you have already submitted to other attorneys. I understand from our discussion that you have contacted other attorneys about the matter, each of whom has declined to act.

Based upon my examination of the documents you provided to me, I believe you do have a valid cause of action against Fonk's Home Center and/or the manufacturer based upon the numerous defects in the unit you purchased.

If an action were to be brought, I believe it should include the following demands:

1. In accordance with the revocation of acceptance you previously submitted, the return of your full purchase price in exchange for your surrender of the unit; and
2. In the alternative, if the relief sought in paragraph numbered 1 not be available, then for your damages.

* It is not clear that you are automatically entitled to the return of your money in exchange for the surrender of the unit. There is a question about the timeliness of your revocation of acceptance of the unit. Nevertheless, I think it is a claim worth pursuing and should be included in any complaint on the commencement of any action.

The alternative claim would be for damages to compensate you for the defects in the home. There are two possible measures of damage. One is for the diminution in value (that is, for the difference between the fair market value of the unit if it has been as represented and its actual fair market value in light of the defects). One of your former attorneys, Mr. Rusch, evidently commissioned an appraisal that shows that the difference in value is approximately \$6,700.00. His appraisal showed that its fair market value, without the defects, would be \$39,200.00 whereas its fair market value, with the defects, is \$32,500.00. This appraiser, Thomas E. Volkmann, made his report as of October 12, 1999.

Handwritten scribble or signature on the left margin.

Ms. Jeanne McGrady

December 13, 2000

I ASKED 8 DIFFERENT CONTRACTORS TO GIVE ME AN ESTIMATE ON THIS HOUSE - THEY ALL SAID I'M IN DEEP TROUBLE BUT GOOD LUCK WHEN THE PLACE COLLAPSES. WITH THE MONEY I GET FROM LAWSUITS I CAN

The other measure of damages is the cost of repairs, that is, the amount that it would cost to remedy each of the defects. From the information you provided, I cannot tell what that cost of repairs would be with any precision, but it appears it would approximate the "difference in value" standard employed by Appraiser Volkmann. If you were to pursue this, it would be necessary to obtain more complete estimates from experienced and competent contractors to show the actual cost of repairs.

BUY MY OWN MOBILE HOME PARK - SMALL COMFORT!

In any action brought (and assuming that it were found that you were not entitled simply to the return of your purchase money in exchange for the surrender of the unit), any damages awarded with be either that diminution in value or the cost of repairs, but not both. Thus, assuming that you would not be able to get the return of your purchase money in exchange for the surrender of the unit, the amount of your damages would be limited to something between \$6,700.00 and approximately \$7,000.00 (or the cost of repairs).

The damages recoverable are a problem. Although, as I indicated above, I think it appropriate to make a demand for the return of your purchase money in full, I am not at all certain that you will be able to succeed on that claim. If you were not to succeed on that claim, then your recovery would be limited to the damages mentioned above. But, in my judgment and opinion, those damages are not sufficiently great to warrant the expense and travail of litigation. Certainly, they would not be sufficient to provide an adequate attorneys' fee based upon the usual contingency arrangement. In the cases I take on a contingent basis, my fee is fixed at one-third of the gross amount recovered. One-third of the amount of damages, either based on a diminution standard or cost of repairs, would not be sufficient to compensate me for the time I believe it would be likely that I would have to devote to the matter to bring it to a conclusion. Therefore, I would **not** be willing to take this case on a contingent fee basis.

I would, however, be willing to undertake the prosecution of this case for you upon the basis of your payment of my fees charged on an hourly basis and your reimbursement of my out-of-pocket expenses as the matter proceeds. My time is charged at the rate of \$125.00 per hour. I would expect that you would advance, as a retainer and to apply upon services to be rendered and expenses incurred, the sum of \$2,500.00. As the matter progressed and I "used up" that retainer, by the application of the \$125.00 hourly rate and for reimbursement for my out-of-pocket expenses, I would be sending you periodic billings for the amounts owing for my services and disbursements over and above that initial retainer and I would expect that you would keep your account with me current by payment of those periodic billings.

If you wish to proceed on that basis, please drop me a note to that effect together with your check, payable to my order, in the amount of \$2,500.00. If not, please let me know and I will certainly see to it that the papers you left for me at this office are returned promptly to you.

Daniel Snyder
Daniel Snyder CC

MOBILE HOME STATEMENT OF MONTHLY PARKING PERMIT FEE

INSTRUCTIONS

MOBILE HOME PARK OPERATOR (or owner of land if mobile home subject to fee is located outside of park): Complete Section A with mobile home owner. Submit in duplicate to your local Assessor within 5 days of the arrival of each mobile home.

ASSESSOR: Complete Section B. Determine the fair market value of the mobile home. (Use PA-117, Mobile Home Valuation Worksheet). NOTE: Exempt furnishings must be subtracted from the fair market value if included in that figure. Submit form to local Clerk for computation of parking permit fee.

*** FUNK IS THE DEALER, FOUR SEASONS IS THE MANUFACTURER**

CLERK: Complete Section C

CITY OF PHILLIPS
STATE OF WISCONSIN

TREASURER'S GENERAL RECEIPT

24263

Phillips, WI, Mar. 5, 20 2001

COPIES RECEIVED OF Jeanne L. McGrady
Eighty Two & 68/100 DOLLARS, \$ 82.68
FOR Jan. thru Apr. '01 - Mobile Home Tax
MUN. GAV.

[Signature]
TREASURER

State Uniform System
Form 106-S
If Payment Is Made By Check, This Receipt Is Not Valid Until Check Has Cleared All Banks.
BEAR GRAPHICS, INC.

PLEASE SIGN HERE	SIGNATURE OF MOBILE HOME OWNER <i>[Signature]</i>	DATE <u>2-27-01</u>
------------------	--	------------------------

ASSESSOR	SECTION B - VALUATION	DATE VIEWED OR INSPECTED
<u>2001</u> <u>11/10/01</u>	1. Total Fair Market Value \$ <u>14000</u>	<u>JAN 1 2001</u>
Assessor Enters →	2. Exempt Furnishings - \$ <u>2200</u>	SIGNATURE OF ASSESSOR
	3. NET FAIR MARKET VALUE \$ <u>11800</u> (Subtract line 2 from line 1)	<u>George Valiga</u>

CLERK	SECTION C - COMPUTATION OF PARKING PERMIT FEE	DATE
From Above Line 3 →	4. Net Fair Market Value (from line 3 above) \$ <u>11800</u>	The first monthly fee covers the month of <u>JAN 2001</u> (Enter month)
	5. % Level of Local Assessment Tax Bill → <u>.9703</u> (established for preceding Jan. 1 assessment)	
	6. Value for Fee Computation (multiply line 4 by line 5) \$ <u>11,450</u>	and is due on or before the 10th day of <u>FEB 2001</u> (Enter the following month)
	7. Net Tax Rate (after state credits) Tax Bill → <u>.025652378</u> (established for preceding January 1 assessment)	
	8. Annual Fee (multiply line 6 by line 7) \$ <u>293.72</u>	The monthly fee is due on or before the 10th day of each month thereafter.
	9. Gross Monthly Fee (divide line 8 by 12 months) \$ <u>24.48</u>	
	10. Lottery Credit (if applicable) LC Claim Form → \$ <u>3.81</u>	
	11. Net Monthly Fee (subtract line 10 from line 9) \$ <u>20.67</u>	

PETERSON'S MOBILE HOME REPAIR

374 W 42 ST
NEW YORK, NY 10018
PHONE: 212-242-1111

... ..
... ..
... ..
... ..
... ..

KRIS,
MY PERSONAL NOTES SHOW MUCH MORE DETAIL THAN
(CONTINUING
STORY)

PETERSON'S SO-CALLED DESCRIPTION OF THE WORK
BESIDES CATCHING HIM IN LIES.

THESE ARE THE DATES WORK WAS DONE ON THIS HOME

8-18-00, 8-23-00, 10-18-00, 11-9-00, 2-15-01

PETERSON'S MOBILE HOME REPAIR

W6422 FAWN AVE
WESTBORO, WI 54490
715-427-5440 / 715-427-5728

March 6, 2001

Ken Fiedler
Manufactured Homes Program Coordinator
P.O. Box 2538
Madison, WI 53701-2538

3-10-01
STEVE, YOU DON'T KNOW FIEDLER'S BOSS CORRY
SENT ME A 2-16-01 LETTER SAYING MY CASE IS
CLOSED -
YOU WASTED YOUR TIME + THE PRICE OF POSTAGE -
YOU ALSO LIED ABOUT SOME
OF THESE ITEMS YOU "FIXED".
MY NOTES PROVE IT - THE NOISE
PROVES IT

Dear Mr. Fiedler:

This is in regard to the work done on Jeannie McGrady's mobile home located at, 1415 North Minnow Lake Rd. Phillips, WI 54555.

1. To correct the roof leak, I tarred all vents, removed all staples and tarred all staple holes.
2. I installed a vapor barrier under the complete home, ^{3.} vented the dryer vent outside.
4. Because Jeannie thought there was something wrong with her front door, I replaced the complete unit, eventhough it wasn't a concern to your department. ^{REFUSED TO INSTALL/REPLACE WEATHER STRIPPING - TORE OUT OLD WEATHER STRIPPING -}
5. The mobile home was releveled, spacing on blocks (4sets) were off two feet, so we put four extra sets under mobile home. Fonks Home Center put settings in the middle of the home (on the marriage wall), eventhough the blue prints did not specify these settings, most mobile home manufacturers recommend them on marriage walls. The ridge cap was also replaced. ^{6.}
7. I removed and replaced underbelly around 20 different holes that were sealed up at one time or another, resealed all holes weather they needed it or not.
8. Because studs were bowed on interior marriage wall, I replaced and reinforced studs and replaced five pieces of drywall. ^{9.}
10. FORGOT TO SAY HE REPLACED PIECES OF FADED BROWN BUCKLING SKIRTING WITH HIS OWN BROWN SKIRTING. HE SCREWED ALL SKIRTING INTO HOUSE, WHICH NOW BUCKLES ALSO.

Sincerely,

2 PAGES
I WROTE A COMMENT LETTER TO MYSELF
ABOUT THIS "REPAIR" LETTER.

Steve Peterson

(2) All such disposal sites shall have a minimum front, side and rear yard of 100' each.

(3) Garbage and refuse disposal sites shall be screened so that the salvage materials are not visible from other property in the vicinity, nor from a public right-of-way such as roads, streets, highways and waterways.

17.44 MOBILE HOME PARKS. Except as otherwise specifically authorized, no mobile home intended for occupancy shall be located within the City except in a mobile home park, the plan of which has been approved by the Planning Commission and appropriate State agency. Such parks shall meet the following requirements:

- (1) Minimum size - 10 acres.
- (2) Maximum number of mobile home sites - 6 per acre.
- (3) Minimum width of mobile home site - 40'.
- (4) Maximum height of mobile home trailer - 25'.
- (5) Minimum distance between mobile trailers - 20'.
- (6) Minimum distance between mobile home and service road - 10'.
- (7) Each mobile home site shall be connected to a public or common water supply system and a public or common sewage disposal system.
- (8) All drives, parking areas and walkways shall be hard surfaced. There shall be one parking space for each mobile home and additional parking spaces for automotive vehicles within the park, totaling not less than one and a quarter parking spaces for each mobile home space.
- (9) No mobile home sales office or other business or commercial use shall be located on the mobile home park site. However, laundries, washrooms, recreation rooms, maintenance equipment, storage and one office are permitted.
- (10) Minimum side yard setback - 40' at all front, side and rear lot lines of the mobile home park.

(11) Each mobile home shall be placed on a concrete slab 4" thick and of size to accommodate the use. The stand should provide for practical placement on and removal from the lot of the mobile home and retention of the home on the lot in a stable condition and in satisfactory relationship to its surroundings. The size of a development will be acceptable if it is suitable for the general market to be served by the individual proposal and fits the dimensions of mobile homes anticipated. The location of each mobile home stand shall be at such elevation, distance and accessway that placement and removal of the mobile homes is practical. Appropriate material, properly graded, placed and compacted so as to be durable and adequate for the support of the maximum anticipation loads during all seasons should be used.

(12) All mobile home parks shall be screened in accordance with §17.50.

(13) All mobile homes shall meet the construction standards of the Mobile Homes Manufacturing Association.

(14) Mobile home parks shall comply with the sanitation regulations of the Price County Sanitary Code and the appropriate requirements of the Wisconsin Administrative Code.

17.45 TRAILER CAMPS AND CAMPING GROUNDS. A trailer, camper or tent must be located in a federal, State, town, City or county camp or in a private campsite, the plan of which has been approved by the Planning Commission and appropriate State agencies.

(1) Each trailer site shall be plainly marked and surfaced.

(2) Maximum number of trailer sites shall be 15 per gross acre.

(3) All drives and parking areas other than those at individual trailer sites shall be surfaced, at least gravel surface.

(4) Central toilet, shower and washing facilities shall be provided in sufficient quantity, as determined by the State Department of Health and Social Services requirements.

(5) Water supply and sewage disposal shall be provided by City public systems or shall comply with regulations of the Price County Sanitary Code and appropriate Wisconsin Administrative Codes.

(6) No trailer shall be less than 50' from the front, side or rear lot lines of the camp.

(7) Marshland and shoreline areas shall not be altered.

PUBLIC NUISANCES 10.05(12)

(12) UNLAWFUL ASSEMBLIES. Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.

(13) BLIGHTED BUILDINGS AND PREMISES. Premises existing within the City which are blighted because of faulty design or construction, failure to maintain them in a proper state of repair, improper management, or due to the accumulation thereon of junk or other unsightly debris, structurally unsound fences, and other items which depreciate property values and jeopardize or are detrimental to the health, safety, morals or welfare of the people of the City.

The blighted premises contribute to conditions that are dangerous to the public health, safety, morals and general welfare of the people; the conditions necessitate excessive and disproportionate expenditure of public funds for public health, public safety, crime prevention, fire protection and other public services; the conditions cause a drain upon public revenue and impair the efficient and economical exercise of governmental functions in such areas.

Elimination of blighted premises and prevention of blighted premises in the future is in the best interests of the citizens and this shall be fostered and encouraged by this chapter. It is essential to the public interest that this chapter be liberally construed to accomplish the purposes of this subsection.

10.06 DUTCH ELM AND OTHER DISEASES AFFECTING TREES AND SHRUBS. (1) PUBLIC NUISANCE DECLARED. Because the City Council has determined that there are many elm trees and trees of other types and decorative shrubs growing on public and private premises within the City limits the loss of which would substantially depreciate the value of public and private property and thereby erode the tax base of the City, and because the City can reasonably anticipate problems may in the future be caused by the diseases of such trees and decorative shrubs, and because the Council has determined that the health and life of many of such trees is

*THESE ARE CITY OF PHILLIPS
ORDINANCES -*

PRICE COUNTY HAS NONE

LICENSES AND PERMITS 12.08(3)(c)

(c) Conditions of Issuance. 1. The person to whom such permit is granted shall be subject to the parking permit fee as provided in sub. (15) of this section.

2. The permit shall be granted only upon the written consent of the owner, the legal agent of the owner or the lessee of the location for which the permit is issued.

3. No more than 2 mobile homes shall be granted permits to locate on any one premises outside a mobile home park.

4. No permit shall be issued without the inspection provided for by sub. (6) of this section.

(d) Conditions of Occupancy. 1. All occupants of any mobile home located outside a mobile home park shall register with the City Clerk as provided in sub. (13) of this section.

2. All provisions of this section governing the location, use and sanitation of mobile homes located in a licensed mobile home park shall, so far as they are applicable, apply to any mobile home located outside such parks.

(4) PERMANENT OCCUPANCY. (a) No mobile home shall be used as a permanent place of abode or as a permanent dwelling, or for indefinite periods of time except as provided in sub. (12); provided any nondependent mobile home properly connected with the public water supply and sanitary sewer systems may be permitted on any premises if such mobile home is constructed and located in compliance with all requirements of the City building, plumbing, health, sanitary, electrical and zoning ordinances.

(b) The removal of wheels except for temporary purposes of repair, or other action to attach the mobile home to the ground by means of posts, piers or a foundation, shall subject the mobile home to the requirements of the Building Code, Ch. 14 of this Municipal Code, as well as this section.

BUILDING REGULATIONS 14.02(6)

(6) UNSAFE BUILDINGS. Whenever the Building Inspector finds any building or part thereof within the City to be in his judgment so old, dilapidated or out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation, occupancy or use that it would be unreasonable to repair the same, he shall order the owner to raze and remove such building or part thereof or, if it can be made safe by repairs, to repair and make safe and sanitary or to raze and remove, at the owner's option. Such order and proceedings shall be as provided in §66.05, Wis. Stats.

14.03 ELECTRICAL CODE. (1) STATE CODE APPLIES. All electrical work, including the placing of wires and other equipment, shall conform to the State Electrical Code, which is adopted by reference and made a part of this chapter.

(2) PERMIT. (a) Required. No electric wiring or other equipment shall be installed or altered without a permit therefor from the Building Inspector; except repairs or replacements of broken or defective sockets, switches or base receptacles may be made without a permit.

(b) Application. The application for such permit shall be on a form furnished by the Building Inspector and shall state clearly the work planned, alterations to be made and equipment and materials to be used; and all later deviations from such plan shall be submitted to and approved by the Building Inspector.

(3) INSPECTION OF WORK. (a) Required. After roughing in the wiring of any building and before any such work is covered up, or upon completion of any outside wiring construction work, the person doing such work shall notify the Building Inspector, who shall at once inspect or cause to be inspected the same. Upon completion of such wiring, the Inspector shall be notified and shall inspect or cause to be inspected the finished work.

(b) Certificate of Completion. If the Building Inspector finds that the work conforms to the State Electrical Code, he shall issue a certificate of compliance, which shall contain the date and an outline of the results of such inspection, a duplicate of which shall be filed by location in the office of the Building Inspector. No person shall use any such electrical equipment until such certificate has been issued.

CITY OF
MILWAUKEE
OFFICE OF
BUILDING
INSPECTOR

LICENSES AND PERMITS 12.08(13)(b)2.

2. Maintain the park in a clean, orderly and sanitary condition at all times.

3. Insure that the provisions of this section are complied with and enforced, and report promptly to the proper authorities any violations of this section or any other violations of law which may come to his attention.

4. Report to the Health Officer all persons or animals affected or suspected of being affected with any communicable disease.

5. Maintain in convenient places, approved by the Fire Chief, hand fire extinguishers in the ratio of one to each 8 units.

6. Collect the monthly parking permit fee provided for in sub. (15). A book shall be kept showing the names of persons paying such service charge and the amount paid.

7. Prohibit the lighting of open fires on the premises.

(14) APPLICABILITY OF PLUMBING, ELECTRICAL AND BUILDING CODES. All plumbing, electrical, building and other work on or at any park licensed under this section shall be in accordance with the ordinances of the City and the requirements of the State Plumbing, Electrical and Building Codes and the regulations of the State Department of Health and Social Services. Licenses and permits granted under this section grant no right to erect or repair any structure, to do any plumbing work or to do any electrical work.

(15) MONTHLY PARKING FEE: (a) There is hereby imposed on each owner of a nonexempt, occupied mobile home in the City a monthly parking permit fee determined in accordance with §66.058(3), Wis. Stats., which is adopted by reference and made part of this section as if fully set forth herein. It shall be the full and complete responsibility of the licensee to collect the proper amount from each mobile homeowner. Licensees and owners of mobile homes permitted to be located on land outside a mobile home park shall pay to the City Treasurer such parking permit fees on or before the 10th of the month following the month for which such fees are due in accordance with the terms of this section and such regulations as the Treasurer may reasonably promulgate.

SEE
INSPECTION
REPORT
"EXTERIOR"
38 + 39
40 - 49

14.04 PLUMBING CODE. (1) STATE CODE APPLIES. (Am. MSC '86) The construction, reconstruction, installation and alteration of all plumbing in the City shall conform to the State Plumbing Code, Ch. ILHR 82, Wis. Adm. Code, which is adopted by reference and made a part of this chapter.

(2) PERMIT. (a) Required. No plumbing shall be installed or altered, except that leakage or stoppage repairs may be made without a permit therefor from the Building Inspector.

(b) Application. The application for such permit shall be on a form furnished by the Building Inspector and shall state clearly the work planned, alterations to be made and equipment and materials to be used. All later deviations from such plan shall be submitted to and approved by the Building Inspector.

(3) LICENSED PLUMBER REQUIRED. All plumbing work shall be done only by a plumber licensed by the State for such work; except a property owner may make repairs or installations in a single family building owned and occupied by him as his home, provided a permit is issued and the work is done in compliance with the provisions of this chapter.

(4) INSPECTION OF WORK. (a) Required. Upon completion of the plumbing work on any premises, the person doing such work shall notify the Building Inspector before the work is covered up; and the Building Inspector shall at once inspect the work or cause it to be inspected.

(b) Certificate of Compliance. If he finds the work conforms to the State Plumbing Code, he shall issue a certificate of compliance, which shall contain the date and an outline of the results of such inspection, a duplicate of which shall be filed by location in the office of the Building Inspector. No person shall use or permit to be used any plumbing until it has been inspected and approved by the Building Inspector.

14.05 FLAMMABLE LIQUIDS. The Flammable Liquids Code, Ch. Ind. 8, Wis. Adm. Code, is adopted by reference and made a part of this chapter; and the Building Inspector shall enforce the provisions thereof.

14.06 NEW METHODS AND MATERIALS. No materials, methods of construction and devices designed for use in buildings or structures covered by this chapter and not specifically mentioned in or permitted by this chapter shall be so used until approved in writing by the State Department of Industry,

BUILDING REGULATIONS 14.02(2)(d)

(d) Approval of Plans. If the Building Inspector determines that the proposed buildings will fully comply with the City ordinances and the applicable State laws, orders and regulations, he shall officially approve and stamp one set of the plans and return it to the owner and shall issue a building permit therefor, which shall be kept and displayed at the building site. After being approved, the plans and specifications shall not be altered in any respect which involves the safety of the building or occupants, except with the written consent of the Building Inspector, or which involves any of the above-mentioned ordinances, laws and orders.

(e) Minor Repairs. The City Clerk may authorize minor repairs or alterations costing less than \$500.00 which do not change the occupancy, area, structural strength, fire protection, exits, light or ventilation of the building without a building permit.

(f) Fees. 1. The fees for building permits shall be \$1.00 for every \$1,000.00 or part thereof of the cost of the proposed building, additions or alterations, up to \$10,000.00; plus 50¢ for every additional \$1,000.00 or part thereof up to \$20,000.00; plus 25¢ for every \$1,000.00 in excess of \$20,000.00.

2. The minimum fee shall be \$1.00.

(3) BUILDING CONSTRUCTION IN FLOOD HAZARD AREAS.

(a) All applications for building permits for new construction or substantial improvements shall be reviewed by the Building Inspector to determine whether the proposed building site will be reasonably safe from flooding. If a proposed building site is in a flood hazard area, any proposed new construction or substantial improvement (including prefabricated and mobile homes) shall:

1. Be designed (or modified) and anchored to prevent flotation, collapse or lateral movement of the structure;

BUILDING REGULATIONS 14.02

14.02 BUILDING CODE. (1) BUILDING DEFINED. "Building" as used in this section includes any building or structure, and any enlargement, alteration, heating or ventilating installation, moving or demolishing, or anything affecting the fire hazards or safety of any building or structure.

(2) BUILDING PERMITS. (a) Permit Required. No building or any part thereof shall hereafter be erected within the City or ground broken for the same, except as otherwise herein provided, without a permit therefor obtained from the Building Inspector by the owner or his authorized agent.

(b) Application. Application for a building permit shall be made in writing upon a form furnished by the City Clerk and shall state the name and address of the owner of the land and the owner of the building, if different, and the legal description of the land upon which the building is to be located, and shall contain such other information as the Building Inspector may require for effective enforcement of this section.

(c) Plans. 1. Required. With such application, there shall be submitted 2 complete sets of plans and specifications, including a plot plan showing the location of the proposed building with respect to adjoining streets, alleys, lot lines and buildings. Plans for buildings required by the State Building Code, Heating Code, Plumbing Code or Electrical Code to be approved by the State shall bear the stamp of approval of the appropriate State agency. Such plans and specifications shall be submitted in duplicate. One set shall be returned after approval, and the other set shall remain on file in the office of the Clerk. All plans and specifications shall be signed by the designer.

2. Waiver of Plans. If the Building Inspector finds that the character of the work is sufficiently described in the application, he may waive the filing of plans for alterations, repairs or moving, provided the cost of such work does not exceed \$10,000.

Labor and Human Relations for use in buildings or structures covered by the State Building Code, except sanitary appliances, which shall be approved in accordance with the State Plumbing Code. When approved, such materials, methods of construction and devices shall be installed or used in strict compliance with the manufacturer's specifications and any rules or conditions of use established by the State Department of Industry, Labor and Human Relations. The data, tests and other evidence necessary to prove the merits of such material, method of construction or device shall be determined by such Department.

14.07 ONE- AND TWO-FAMILY DWELLINGS. (Cr. #676) (1) STATE CODE ADOPTED. (Am. MSC '86) The Wisconsin Uniform Dwelling Code, Ch. ILHR 20 through 25, as adopted and effective June 1, 1980, and all amendments thereto, is adopted by reference as part of this chapter as though fully set forth herein:

Ch.	ILHR 20	Administration and Enforcement
Ch.	ILHR 21	Construction Standards
Ch.	ILHR 22	Energy Conservation Standards
Ch.	ILHR 23	Heating and Ventilating, Air Conditioning Standards
Ch.	ILHR 24	Electrical Standards
Ch.	ILHR 25	Plumbing and Potable Water Standards

(2) **BUILDING CODE DEPARTMENT.** The Building Code Department is established. The administrative authority is the Building Inspector.

(3) **BUILDING INSPECTOR TO ENFORCE.** The Building Inspector, as certified by the Department of Industry, Labor and Human Relations, and his designated representatives, are hereby authorized and directed to administer and enforce all of the provisions of the Wisconsin Uniform Dwelling Code.

(4) **BUILDING PERMIT REQUIRED.** No person shall build any one or 2-family dwelling without first obtaining a State uniform building permit. The building permit shall be issued by the City. A copy shall be filed with the Building Code Department.

(5) **BUILDING PERMIT AND INSPECTION FEES.** The fees for a State Uniform Building Permit and inspections required under this section shall be as from time to time established by the City Council.

(6) **APPEAL TO BOARD OF APPEALS.** Any persons feeling aggrieved by an order or a determination of the Building Inspector may appeal from such order or determination to the Board of Appeals. Those procedures customarily used to effectuate an appeal to the Board of Appeals shall apply.

(7) **SIZE RESTRICTIONS.** (Cr. 07/11/95) Any dwelling erected may not be less than 20' in width and erected on a permanent foundation as per Uniform Dwelling Code of the State.

BUILDING CODE 14.10

14.10 **PENALTY**. (Am. MSC '86) Except as otherwise provided for herein, any person who shall violate any provision of this chapter, or any order, rule or regulation made hereunder, shall, upon conviction thereof, be subject to a penalty as provided in §25.04 of this Municipal Code.

Manufacturer Address

ZONING - MH

Date of Manufacture 09-06-1994 Label No. (s) 1994-6 Plant Number 1994

Manufacturer's Serial Number and Model Unit Designation

Design Approval by (D.A.P.I.A.)

This manufactured home is designed to comply with the federal manufactured home construction and safety standards in force at time of manufacture. (For additional information, consult owner's manual.)

The factory installed equipment includes:

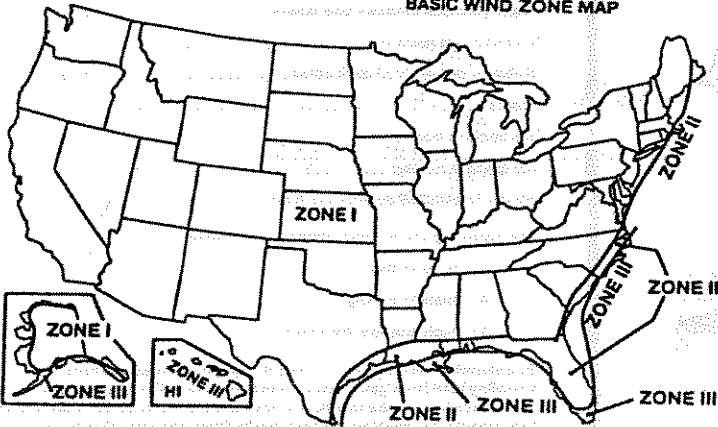
Table with 3 columns: Equipment, Manufacturer, Model Designation. Rows include For heating, For air cooling, For cooking, Refrigerator, Water Heater, Washer, Clothes Dryer, Dishwasher, Garbage Disposal, Fireplace.

HOME CONSTRUCTED FOR Zone I Zone II Zone III

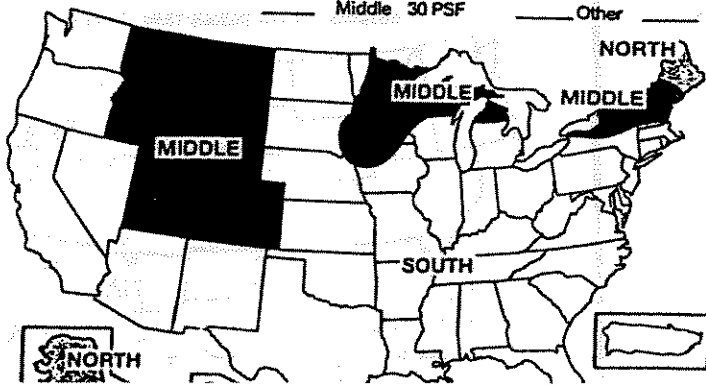
This home has not been designed for the higher wind pressure and anchoring provisions required for coastal areas and should not be located within 1500' of the coastline in Wind Zones II and III, unless its anchoring and foundation system have been designed for the increased requirements for Exposure D in ANS/ASCE 7-88.

This home has not been equipped with storm shutters or other protective coverings for windows and exterior door openings. For homes designed to be located in Wind Zones II and III, which have not been provided with shutters or equivalent covering devices, it is strongly recommended that the home be made ready to be equipped with these devices in accordance with the method recommended in manufacturers printed instructions.

BASIC WIND ZONE MAP



DESIGN ROOF LOAD ZONE MAP North 40 PSF South 20 PSF Middle 30 PSF Other PSF



COMFORT HEATING

This manufactured home has been thermally insulated to conform with the requirements of the federal manufactured home construction and safety standards for

within U/O value zone (See map at bottom) Heating equipment manufacturer and model (see list at left). The above heating equipment has the capacity to maintain an average 70° F

at outdoor temperatures of °F. To maximize furnace operating economy, and to conserve energy, it is recommended that the home be installed where the outdoor winter design temperature (97 1/2%) is not

degrees Fahrenheit. The above information has been calculated assuming a maximum wind velocity of standard atmospheric pressure.

COMFORT COOLING

Air conditioner provided at factory (Alternate I)

Air conditioner manufacturer and model (see list at left).

Certified capacity B.T.U./hour in accordance with the air conditioning and refrigeration institute standards. The central air conditioning system provided in this home has been sized

orientation of the front (hatch end) of the home facing °. On this system is designed to maintain an indoor temperature of 75° F when

temperatures are °F dry bulb and °F wet bulb.

The temperature to which this home can be cooled will change depending on amount of exposure of the windows of this home to the sun's radiant heat. The home's heat gains will vary dependent upon its orientation to the sun and any shading provided. Information concerning the calculation of cooling loads at various locations, window exposures and shadings are provided in Chapter 22 of the 1989 ASHRAE Handbook of Fundamentals.

Information necessary to calculate cooling loads at various locations and orientations is provided in the special comfort cooling information provided with this home.

Air conditioner not provided at factory (Alternate II)

The air distribution system of this home is suitable for the installation of a central air conditioning system.

The supply air distribution system installed in this home is sized for a manufactured

central air conditioning system of up to B.T.U./hr. rated capacity certified in accordance with the appropriate air conditioning and refrigeration standards, when the air conditioners of such air conditioners are rated at 0.3 column static pressure or greater for the cooling air delivered to the manufactured supply air duct system.

Information necessary to calculate cooling loads at various locations and orientations is provided in the special comfort cooling information provided with this manufactured

Air conditioning not recommended (Alternate III)

The air distribution system of this home has not been designed in anticipation of a central air conditioning system.

To determine the required capacity of equipment to cool a home efficiently and economically, a cooling load (heat gain) calculation is required. The cooling load is dependent on the location, location and the structure of the home. Central air conditioners operate most efficiently and provide the greatest comfort when their capacity closely approximates the total cooling load. Each home's air conditioner should be sized in accordance with Chapter 22 of the ASHRAE Handbook of Fundamentals 1989 edition, once the location and orientation are known.

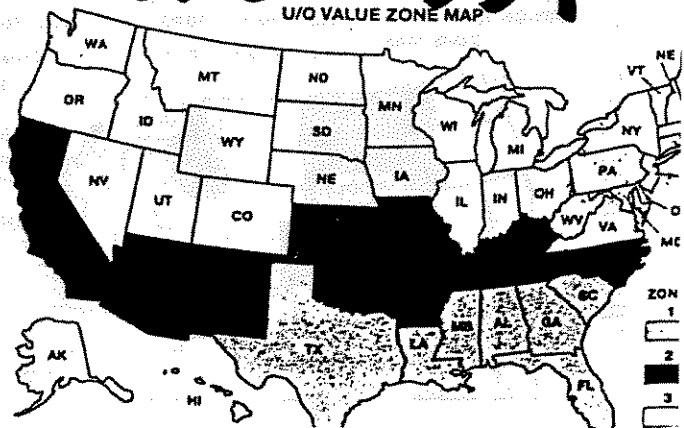
INFORMATION PROVIDED BY THE MANUFACTURER NECESSARY TO CALCULATE SENSIBLE HEAT GAIN

- Walls (without windows and doors)
Ceilings and roofs of light color
Ceilings and roofs of dark color
Floors
Air ducts in floor
Air ducts in ceiling
Air ducts installed outside the home

The following are the duct areas in this home:

- Air ducts in floor
Air ducts in ceiling
Air ducts outside the home

Oct. 25, 1994 U/O VALUE ZONE MAP



Manufacturer Address

Plant Number

Date of Manufacture	HUD No.
---------------------	---------

Manufacturer's Serial Number and Model Unit Designation

Design Approval by (D.A.P.I.A.)

This manufactured home is designed to comply with the federal manufactured home construction and safety standards in force at time of manufacture. (For additional information, consult owner's manual.)

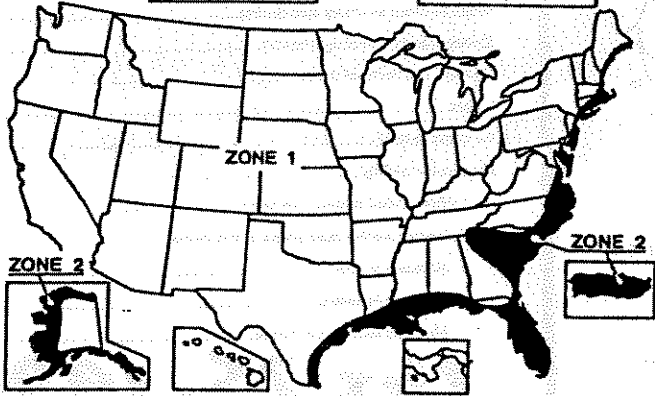
The factory installed equipment includes:

Equipment	Manufacturer	Model Designation
For heating		
For air cooling		
For cooking		
Refrigerator		
Water heater		
Washer		
Clothes Dryer		
Dishwasher		
Garbage Disposal		
Fireplace		

COMPLIANCE CERTIFICATE

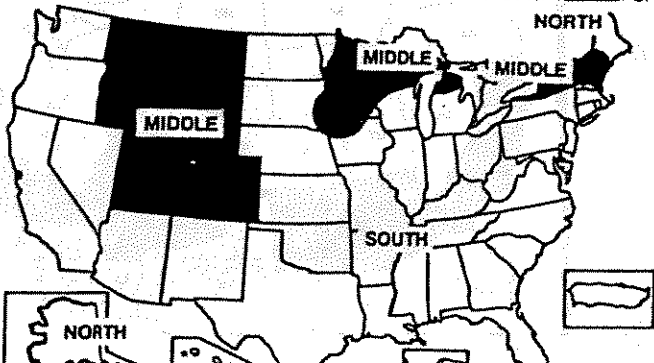
DESIGN WIND ZONE MAP

- Zone I Standard Wind 15 PSF Horizontal 9 PSF Uplift
- Zone II Hurricane Resistive 25 PSF Horizontal 15 PSF Uplift



DESIGN ROOF LOAD ZONE MAP

- North 40 PSF
- Middle 30 PSF
- South 20 PSF
- Other PSF



STRUCTURAL DESIGN BASIS CERTIFICATE

COMFORT HEATING

This manufactured home has been thermally insulated to conform with the requirements of the federal manufactured home construction and safety standards for all homes within climatic zone _____.

Heating equipment manufacturer and model (see list at left). The above heating equipment has the capacity to maintain an average 70° F temperature in this home at outdoor temperatures of _____ F. To maximize furnace operating economy, and to conserve energy, it is recommended that this home be installed where the outdoor winter design temperature (97.4%) is not higher than _____ degrees Fahrenheit.

The above information has been calculated assuming a maximum wind velocity of 1 standard atmospheric pressure.

COMFORT COOLING

Air conditioner provided at factory (Alternate I)

Air conditioner manufacturer and model (see list at left).

Certified capacity _____ B.T.U./hour in accordance with the applicable air conditioning and refrigeration Institute standards. The central air conditioning system provided in this home has been sized according to the orientation of the front (hitch end) of the home facing _____. On this system is designed to maintain an indoor temperature of 75° F when outdoor temperatures are _____ F dry bulb and _____ F wet bulb.

The temperature to which this home can be cooled will change depending upon the amount of exposure of the windows of this home to the sun's radiant heat. Therefore, the home's heat gains will vary dependent upon its orientation to the sun and any shading provided. Information concerning the calculation of cooling loads at various locations, window exposures and shadings are provided in Chapter 22 of the 1981 edition of the ASHRAE Handbook of Fundamentals.

Information necessary to calculate cooling loads at various locations and orientations is provided in the special comfort cooling information provided with this home.

Air conditioner not provided at factory (Alternate II)

The air distribution system of this home is suitable for the installation of central air conditioning.

The supply air distribution system installed in this home is sized for a manufactured central air conditioning system of up to _____ B.T.U./hr. rated capacity which is certified in accordance with the appropriate air conditioning and refrigeration Institute standards, when the air circulators of such air conditioners are rated at 0.3 inch column static pressure or greater for the cooling air delivered to the manufactured supply air duct system.

Information necessary to calculate cooling loads at various locations and orientations is provided in the special comfort cooling information provided with this manufactured home.

Air conditioning not recommended (Alternate III)

The air distribution system of this home has not been designed in anticipation of a central air conditioning system.

INFORMATION PROVIDED BY THE MANUFACTURER NECESSARY TO CALCULATE SENSIBLE HEAT GAIN

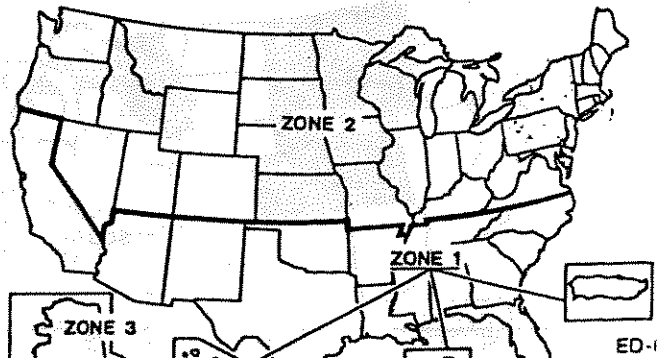
- Walls (without windows and doors) "U" _____
- Ceilings and roofs of light color "U" _____
- Ceilings and roofs of dark color "U" _____
- Floors "U" _____
- Air ducts in floor "U" _____
- Air ducts in ceiling "U" _____
- Air ducts installed outside the home "U" _____

The following are the duct areas in this home:

- Air ducts in floor _____
- Air ducts in ceiling _____
- Air ducts outside the home _____

To determine the required capacity of equipment to cool a home efficiently and economically, a cooling load (heat gain) calculation is required. The cooling load is dependent upon the location, location and the structure of the home. Central air conditioners operate most efficiently and provide the greatest comfort when their capacity closely approximates the calculated cooling load. Each home's air conditioner should be sized in accordance with Chapter 22 of the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals, once the location and orientation are known.

OUTDOOR WINTER DESIGN TEMP. ZONES



The Voice

Summer 1999

The Voice is the newsletter of the *National Foundation of Manufactured Home Owners, Inc.*, a national nonprofit volunteer organization working for the rights of the 18,000,000 manufactured home residents across the country.

A MEMBER OF HUD'S NATIONAL PARTNERS IN HOMEOWNERSHIP

PARK RESIDENT vs. 'THE GOOD 'OL BOYS'

Evicted Resident takes on the Local Power Structure

[Ed note: The following is a true story taken from public court documents. The names have been changed to protect against retaliation.]

Many manufactured home park residents and manufactured home owners are familiar with the numerous problems that are encountered while residing in a park. Large unjustified rent increases, poor maintenance, arbitrary rules, unjust evictions, rules restricting the sale of homes, requirements to move older homes — these problems are encountered by the NFMHO in all parts of the country. The following story is unusual only in the tenacity of the park resident to pursue justice and the outrageous actions by the local power structure — arbitrators, attorneys, judges, etc. — to prevent fair treatment.

Mary, a mobile home park resident in a Midwest state, had entered into a lease/purchase contract with a home owner after receiving approval from the park management to reside in the community. In December 1993, Mary moved into the park and completed a resident application form which contained the terms "lease agreement", "written rental agreement", and "rental agreement."

Park life was fine and Mary was in the process of obtaining financing to complete the purchase of her home. The lender, as part of the financing process, wanted the home re-leveled.

Mary, in her innocence, got a recommendation for a vendor from one of the new park managers, who replaced the managers who had originally approved Mary. Interestingly enough, the vendor was the boyfriend of the new manager. The boyfriend told Mary that the home had a damaged frame and that Mary should not buy it. However, (surprise, sur-

prise) the boyfriend and the new manager knew a local mobile home dealer who would be happy to sell Mary a new home. Mary, happy with her existing home, was not interested in buying a new home.

Mary was subsequently evicted from the park by the new manager for "violating park rules". Mary sued for an unjust eviction under the State Consumer Protection Act.

[What Mary did not know at the time of her eviction was that her home was NOT damaged; that the manager and the boyfriend were getting a kick-back of \$500 per eviction from the home dealer so the dealer could place new homes in the park; that the park would maintain that she had NOT signed a lease but was on a month to month rental; and that Mary was about to run into the local good 'ol boys.]

Depositions were taken, and the defendants (the Park, the management company, the owners, and the manager/boyfriend) moved for summary judgment to dismiss the case and were denied. Everyone agreed to arbitration. Mary won the arbitration, but for an amount much less than requested. Mary be-

(Continued on page 3)

**NATIONAL FOUNDATION
2000 ANNUAL WORKSHOP
MINNESOTA
MAY 2000**

**Make Sure Your State Is Represented
Contact LeAnna Thomas 651-458-5921
SUPPORT THE NATIONAL
FOUNDATION**

(Continued from page 1)

lieves, and the documents support her belief, that **HER OWN ATTORNEY** "rolled over", by preventing the introduction of evidence, not questioning outright lies from the defendants, and not allowing Mary to raise issues in the case. The arbitrator supported her attorney. Later, the trial judge and Mary's attorney tried to prevent Mary from challenging the small arbitration award.

Mary's unheard issues included perjury, refusal of the defendants to accept rent, falsehoods regarding Mary's payment of property taxes on her home, illegal ouster from the park when she refused to buy a new home from the dealer, kickbacks to the managers, negligence on the part of the defendants, and falsification of documents.

Mary's attorney lied to Mary, stating that Mary had to accept the arbitration decision. This was not true. He also refused to turn over documents in order for Mary to proceed on her own.

Over Mary's objections (her attorney having been fired), the trial judge affirmed the award. Mary appealed, offering additional facts to support her appeal. These facts, including those noted above, included defendants threatening eviction of her sister-

in-law, harassing a close friend who lived in the park, and threatening other friends regarding their association with Mary.

Mary continues her appeal. The dry court documents and legal briefs don't reflect the threats on her life, the bankruptcy that resulted from the financial consequences of her eviction, and the trial judge's condoning of the false actions and affirmations of Mary's attorney and the attorney for the defendants.

She has received some help.

Attorneys not in public practice, and thus not subject to intimidation, have helped with the drafting of appeal documents. The National Foundation has lent moral support (We have no funds to provide any financial assistance).

This situation is a tragedy, but unfortunately, it is a tragedy that is repeated in some form or another in many parts of the country. As long as park owners have the power and money, and as long as lawyers and public officials bow to their will, these types of injustices will continue. We will keep you posted as the case moves forward.

Additional information can be obtained by calling Deb Chapman or Janet Potter.



National Foundation officers – 1999-2000
 (L-R) Dorothy Burns (Secretary), LeAnna Thomas (1st VP), Fred Schwoch (VP-West), Deb Chapman (Chairman), Jeri Stumpf (Treasurer), Janet Potter (VP-East), Clarence Cook (President)

Jim Scovie, Community Service Group, El Cajon, Ca, fields a question at the annual workshop from a state delegate on resident ownership of manufactured home parks.

