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Chair  
  
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STEVE GAW

## Missouri Public Service Commission

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Secretary/Chief Regulatory Law Judge  
DANA K. JOYCE  
General Counsel

August 13, 2001

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

FILED<sup>3</sup>

AUG 13 2001

Missouri Public  
Service Commission

**RE: Case No. MC-2000-660**

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and eight (8) conformed copies of the **STIPULATION AND AGREEMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

Bruce H. Bates  
Associate General Counsel  
(573) 751-7434  
(573) 751-9285 (Fax)

BHB/lb  
Enclosure  
cc: Counsel of Record

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED<sup>3</sup>

AUG 13 2001

Missouri Public  
Service Commission

Director of the Division of Manufactured )  
Homes, Recreation Vehicles and Modular )  
Units of the Public Service Commission, )

Complainant, )

vs. )

Case No: MC-2000-660

Discount Manufactured Housing, Inc., )

Respondent. )

STIPULATION AND AGREEMENT

COMES NOW, the Director of the Division of Manufactured Homes, Recreation Vehicles and Modular Units of the Public Service Commission ("Director"), by and through the Commission's Office of the General Counsel, and Discount Manufactured Housing, Inc. ("Discount"), and hereby stipulate and agree as follows:

1. On or about April 17, 2000, the Director filed a Complaint against Discount alleging that Discount violated the provisions of Section 700.025 RSMo by altering a manufactured home while converting the home to real property. Such conversion was alleged to be in violation of the code.
2. That Respondent did request mediation, and on July 18, 2000, all parties met in Columbia, Missouri, and conferred at the Center for Dispute Resolutions at the University of Missouri School of Law.
3. That the parties were unable to resolve their differences through mediation.
4. That on or about May 15, 2001, the Commission issued an Order Establishing a Procedural Schedule setting forth dates for the filing of testimony, a pre-hearing conference, a pre-hearing memorandum and setting a date for an evidentiary hearing.

5. In accordance with the Procedural Schedule, the Director submitted direct testimony. Discount submitted rebuttal testimony in response to the Director's said direct testimony and the Director submitted surrebuttal testimony.
6. Following the filings as referred to in paragraph 5 above, a List of Issues, an Order of Witnesses and Statement of Positions were filed. The matter was scheduled for evidentiary hearing on July 31, 2001.
7. That prior to evidentiary hearing, the Director and Discount were able to reach a satisfactory resolution of the issues existing between the parties as follows:
  - (a) Discount will admit that the manufactured home was altered by Discount in violation of the code at the request of the homeowner, and that Discount, being a licensed dealer is responsible for set-up and therefore is in violation of the provisions of Section 700.025 RSMo.
  - (b) The Director will recommend a 14-calendar-day suspension of Discount's license as full and complete resolution of the matter. Discount's inventory will have prohibitive sales notice placed on it for the duration of the suspension.
  - (c) The Stipulation and Agreement has resulted from negotiations between the parties in consideration of the underlying facts and legal issues. If the Commission does not approve this Stipulation and Agreement in total, it shall be void and no parties shall be bound, prejudiced or in any way affected by any of the agreements or provisions hereof, and no party shall be bound, prejudiced or in any way affected by any of the agreement or provisions hereof, in any

future proceeding, or in any proceeding currently pending with regards to this matter under a separate docket.

8. The Director shall have the right to submit to the Commission a Memorandum explaining his rationale for entering into this Stipulation Agreement. Each party shall be served with a copy of any Memorandum and shall be entitled to submit to the Commission within ten (10) business days of receipt of the Director's Memorandum, a Responsive Memorandum which shall also be served on all parties. A Memorandum filed by the Director pursuant to this paragraph shall not bind the Director in this proceeding if the Commission does not approve the Stipulation and Agreement and shall not bind the Director in any future proceedings in such event.
9. The Director shall have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests.
10. The parties agree that all of the pre-filed testimony submitted by the Director and Discount shall be received into evidence without the necessity of their respective witnesses taking the stand.
11. In the event the Commission issues an Order proving this Stipulation and Agreement, the parties waive their respective rights to:
  - (a) Call, examine or cross-examine witnesses pursuant to Section 536.070(2);
  - (b) Present oral argument and written briefs pursuant to Section 536.080.1;
  - (c) The reading of the transcript by the Commission pursuant to Section 536.080.2;

- (d) Seek re-hearing to reconsideration pursuant to Section 386.510; and,
- (e) Seek judicial relief pursuant to Section 386.510.

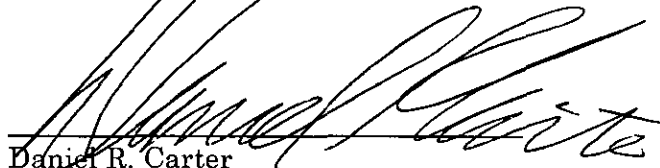
WHEREFORE, the signatories respectfully request the Commission issue its Order approving the terms of this Agreement.



Bruce H. Bates  
Associate General Counsel  
Missouri Bar No. 35442

Director for the Director of the Division of  
Manufactured Homes, Recreational Vehicles  
and Modular Units of the Missouri Public  
Service Commission  
(573) 751-7434  
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Respectfully submitted,



Daniel R. Carter  
Fitzgerald, Fitzgerald & Carter  
Missouri Bar No. 31223

Attorney for Discount Manufactured  
Housing, Inc.  
219 North Holden Street  
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(660) 747-3188  
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### CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the service list below this 13<sup>th</sup> day of August 2001.

Row A. Beto

**Service List for  
Case No. MC-2000-660  
Verified: July 18, 2001 (lb)**

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