

073-453—December 10, 1973

ADULT RIGHTS LAW

PERSONS EIGHTEEN YEARS OF AGE AND OLDER MAY
PAWN MERCHANDISE*To: John J. Blair, State Attorney, Sarasota**Prepared by: Jan Dunn, Assistant Attorney General*

QUESTION:

May pawnbrokers accept merchandise and other articles from eighteen-year-olds?

SUMMARY:

Pawnbrokers may accept merchandise from eighteen-year-olds if there was formerly an age requirement of twenty-one.

I am unaware of any state age regulations on this subject. However, if there is a municipal or county ordinance providing that a pawnbroker can only accept merchandise from persons twenty-one years of age or older, then under Ch. 73-21, Laws of Florida [§743.07 F. S.], which gives to persons eighteen to twenty years of age the same rights and obligations as were possessed by persons twenty-one years of age or older, the age requirement of twenty-one is changed to eighteen.

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STATE FIRE MARSHAL

AGENTS' POWERS—SERVICE OF PROCESS, ARREST,
CARRY FIREARMS, SEARCH AND SEIZURE*To: Jack B. McPherson, City Attorney, New Port Richey**Prepared by: Joseph C. Mellichamp III, Assistant Attorney General*

QUESTION:

May the chief of an organized fire department serve summonses, make arrests, carry firearms, and conduct searches and seizures incident to his duties as an ex officio agent of the state fire marshal?

SUMMARY:

The chief of an organized fire department may serve summonses, make arrests, carry firearms, and conduct searches and seizures incident to his duties as an ex officio agent of the state fire marshal while enforcing the Florida Fire Prevention Code.

Your question is answered in the affirmative.

Section 633.121, F. S., provides in part that "[c]hiefs of fire departments . . . shall be ex officio agents of the state fire marshal" Section 633.13, F. S., states that:

The authority given the state fire marshal under this law may be exercised by his agents, either individually or in conjunction with any other state or local official charged with similar responsibilities.

And, §633.14, F. S., provides that:

Agents of the state fire marshal shall have the same authority to serve

summonses, make arrests, carry firearms and make searches and seizures, as the sheriff or his deputies, in the respective counties where such investigations, hearings or inspections may be held; and affidavits necessary to authorize any such arrests, searches or seizures may be made before any magistrate having authority under the law to issue appropriate processes.

In view of the above, it is my opinion that the chief of an organized fire department may serve summonses, make arrests, carry firearms, and conduct searches and seizures incident to his duties as an ex officio agent of the state fire marshal while enforcing the Florida Fire Prevention Code. Attorney General Opinions 059-248 and 073-176.

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MUNICIPALITIES

COMPLETION OF PUBLIC IMPROVEMENTS—ENFORCEABILITY BY ADJOINING PROPERTY OWNERS

To: Dwight W. Severs, City Attorney, Titusville

Prepared by: Sharyn Smith, Assistant Attorney General

QUESTION:

Is the City of Titusville under a legal obligation, enforceable by adjoining property owners, to complete public improvements in the Lake View Park, Unit Number 4, subdivision?

SUMMARY:

Adjoining property owners have no legal right to force a city to complete public improvements when a developer fails to install such public improvements unless the adjoining property owners are third-party beneficiaries to that public improvement contract entered into between the city and the developer. However, the city may proceed against the bond and obtain a deficiency decree against the developer for the cost of completing the public improvements agreed upon.

According to your letter, the City Council of the City of Titusville approved on August 8, 1967, the platting of a subdivision known as Lake View Park, Unit Number 4. At the time of the approval of the subdivision, the public improvements called for in the subdivision had not been completed and in accordance with the subdivision ordinance, Ch. 29 of the Titusville Code, the developer was required to post a performance bond in the amount of twelve thousand five hundred eighty dollars and seventy cents. The performance bond was a part of a mortgage deed given by the developer to the City of Titusville on lots 7, 8, and 9, Lake View Park, Unit Number 4.

Since the developer has so far failed to install the necessary public improvements, the city council has received complaints from adjoining property owners who seek to force the city council to install such improvements. It has now been determined that the estimate of the costs of the public improvements, *i.e.*, twelve thousand five hundred eighty dollars and seventy cents, is in error and that the actual cost to the city would be approximately twenty-five thousand to thirty thousand dollars. The City of Titusville is presently financially unable to install the public improvements since the security for the improvements is insufficient to cover the cost of the actual improvements.

Under some circumstances, an individual citizen may maintain an action on a