



NUMBER 78

Newsletter

SEPTEMBER-OCTOBER 1978

"Equity" Ordinance Challenged

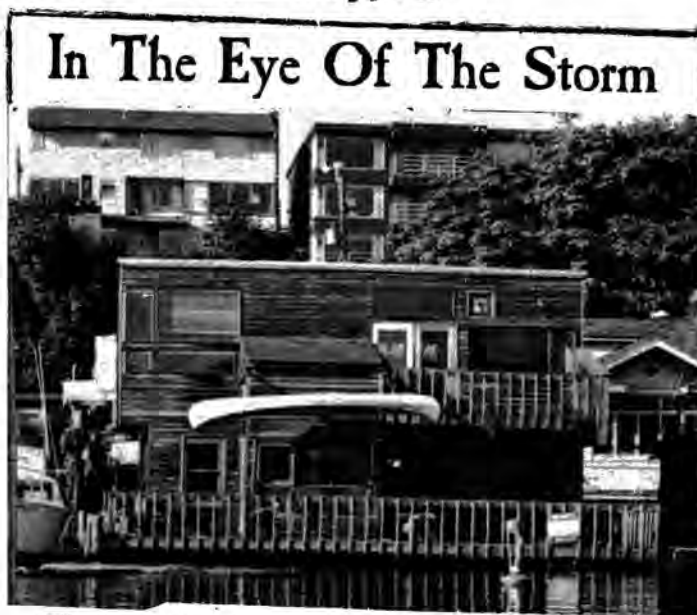
By Terry Pettus

Since the "Equity" Ordinance was enacted by a unanimous vote of the City Council last December, the floating homes community has been waiting for the other shoe to drop. The shoe, in this instance, being a challenge to its constitutionality. Now such a challenge has come from Ken and Clara Kennedy, both past presidents of the Association. The law suit to nullify the protective ordinance is the last move in a two year effort to evict a floating home on their Portage Bay property, owned by Linda McGuire.

The challenge to the Ordinance came in response to criminal complaints filed by the City Attorney charging Kennedy with two counts of violating the Ordinance (1) by seeking an eviction contrary to its provisions and (2) harassing the owner and prospective buyers when she sought to sell it. Kennedy also faced a fact-finder hearing on moorage fee increases levied along with the eviction proceedings. The fact-finder case was to have been heard by Attorney Philip L. Burton Sept. 26th and the criminal case in Municipal Court Oct. 6th. Both were automatically stayed when Martin D. Fox, attorney for the Kennedys, filed a complaint for a declaratory judgment of unconstitutionality and a temporary restraining order against the City in the fact-finder and criminal violation cases.

The temporary injunction was granted by Judge Robert M. Elston but after hearing arguments by Assistant City Attorney James Fearon and considering a brief filed by Association Attorney Bruce Corker, reversed himself and dissolved the temporary injunction. New dates are now being set on the fact-finder and criminal cases and the City and the Association are asking Judge Elston to set an early trial date on the issue of constitutionality.

The challenge to the "Equity" Ordinance is the last of a series of actions by the Kennedys, over a two year span, to evict the McGuire houseboat. The houseboat was on the property and covered by a five year lease when the Kennedys became owners in 1974. It is adjacent to moorage property where they have made their home for some ten years. The lease ran until May, 1978. According to McGuire the relationship was cordial until July 4th, 1976 when some children, including a member of the McGuire family, removed some candles from a patriotic display on a float which Kennedy moored in front of the McGuire houseboat. This resulted in the first effort to evict on the grounds that the Kennedys were not bound by the lease. The issue was tried in Superior Court where the lease was



In The Eye Of The Storm
The long campaign to evict the Linda McGuire floating home at 3212 Portage Bay Pl. E., has resulted in the challenge to the "Equity" Ordinance. (Photo by Jonathan Ezekial.)

upheld and McGuire awarded \$1,400.00 attorney fees.

In the recent action the Kennedys again attack the validity of the lease as well as charging that the Ordinance violates the constitutions of the United States and the State of Washington. As an alternative the complaint asks that if the Ordinance is upheld the court rule that the McGuire houseboat "is not within the class of houseboats protected by said statute". This is in line with the claim of the Kennedys that the McGuire houseboat is illegal in that it is not covered by a legal plot-plan for the property. It was on this grounds that Kennedy, at one time, disconnected the sewer system. A court ordered it restored. Kennedy has asked the City Building Department to state that the houseboat is illegal. However the Department says it is legal.

Your Invitation To A Party
Is On the Back Page.

Another Type of Co-op Moorage is Established

By Anthony Johnson

Living is easy when you are your own landlord. This is especially true when you own your own houseboat moorage as well. Acquiring your own moorage isn't easy and if it's a co-operative ownership there are many details to deal with.

Our co-operative moorage has four member/owners. Three of us own our floating homes and live at the moorage. The fourth rents his slip to a houseboat owner who has been a long time resident on the property. Three of us experienced eviction from our previous floating home sites. Our present moorage is now occupied jointly. This article is a summary of how our joint ownership operates and it may provide others with some ideas on how to do this themselves.

The road to finding our moorage was not easy as those houseboaters who have searched for their own secure berth are well aware. We spent a lot of time looking for property for sale but without success. We finally learned of a moorage for sale by pure luck and I wouldn't recommend it as a reliable method. At the polling place on election day in 1972 we were told by a neighbor that a moorage on Portage Bay was on the market. We contacted the owner and began negotiations which ended with a sale. It goes to show--it does pay to vote.

THE MATTER OF INSIDE AND OUTSIDE SITES

Our moorage is uniquely shaped like an inverted "L". It affords space for two inside and two outside moorages. This shape provided us with our first problem; who would get the inside and who would get the outside? We agreed that the outside moorages were more desirable and consequently would have a higher value so we verbally agreed to compensate the folks who took the inside moorages as soon as we could decide what the difference in the value would be. Deciding which houseboats would get which was not too difficult since two of the four, because of their size, could only be located in two of the sites, one on the inside and one on the outside. The size of the other two permitted them to be located either inside or outside. For reasons personal and financial the owners of these two houseboats were able to agree on who would have what. This decision was made easier by the reservation of a view corridor for one of the boats with an inside berth.

In conjunction with determining the allocation of moorages, we were also attempting to find a dollar figure for a one-time cash payment to be made to the partners who took the inside spots. We did this by surveying the moorage rate differences between inside and outside moorages on Portage Bay and Fairview Ave. We tried to take into account the quality of view, access and other characteristics and how they related to moorage rates. Ultimately the difference in value was agreed upon and this is reflected in the percentage of ownership each partner has in the property. Three of the owners have a 30% share each and one has a 10% share. Included in our agreement was a cash payment to inside moorage holders and a view corridor for one of them.

The next problem was the form our co-op would take--a sub-division, condominium, corporation, co-operative or partnership? After procrastinating for four years we

finally decided to move toward a resolution of the actions necessary to properly manage our moorage. With the help of Jim Schermer, a friend, a houseboat owner and an attorney, we spent a year working out the form and details of our agreement. Part of our problem was the difficulty in deciding precisely what form of ownership and organization we should adopt. We have purchased the property as a partnership with the original owners all having an undivided interest. This worked very well. Bills were paid on time, repairs were accomplished when necessary and no disputes marred the partnership.

But one thing all of us wanted was a definite share of our moorages so that they could sell that portion, will it to heirs and possibly borrow against it without being restricted by the partnership form or adversely affecting the other joint owners. We wanted a measure of autonomy in our ownership--as much *laissez faire* as possible. We wanted a flexible working agreement that could be changed without extensive legal maneuvering; an arrangement that had legal force in clearly defining the rights and responsibilities of each partner. We considered incorporation, condominium and co-operative forms. We also considered sub-division. All were rejected because of their complexity, lack of flexibility, cost and ongoing reporting requirements. We finally settled on a form of ownership which incorporates many of the features of tenancy in common (generally called a partnership). We specifically waived certain rights commonly included in a joint tenancy. This agreement is filed with the King County Auditor and is recorded as a covenant running with the property with a life of 50 years.

Our agreement divides the moorage property into five distinct parts. Each of the four partners is permanently assigned one "sub-parcel" for his or her exclusive use as a floating home moorage site. These four "sub-parcels" include only the submerged land. The remaining section consists of that portion commonly serving all the owners including the dock, utilities, parking area, bicycle storage, wood pile, etc.

Each partner has the right to lease his sub-parcel without the consent of the other partners. However this may be revoked by a two-thirds vote of disapproval if the tenant on the leased sub-parcel creates an undesirable situation. All expenses relating to maintaining and improving the property are shared equally by the partners regardless of the percentage of ownership on the basis that we all make equal use of such services. Property taxes are paid on a pro-rata basis according to the percentage of ownership. Each partner has an equal voting share on all matters relating to the operation of the property. There are also rules for notices of meetings, quorum size and special voting percentages required to pass on expenditures in excess of \$500.00. Each partner individually or together with the other partners has the right of first refusal if a sub-parcel is put up for sale. Sub-parcels may be willed to members of a partner's immediate family. Provision is also made for borrowing against their portion and for curing any default. Finally procedures are established for ongoing management of the moorage such as the collection of funds to cover anticipated expenses.

In concluding it should be noted that this form of ownership is unique and like any agreement among people it can possibly be challenged by one or more partners where the desire to do so exists. It has not been challenged and we don't anticipate that it will be since it has the flexibility needed to allow for change. However, anyone contemplating using a form similar to ours should certainly work with an attorney and be fully aware of the potential weaknesses.



Here is a view from the water of the four-unit floating home cooperative whose formation is described by Anthony Johnson in the accompanying article. The structures in the background are shoreside homes. (Photo by Jonathan Ezekiel.)

Welcome New Members

Membership in the Floating Homes Association is now at an all time high, it is reported by Organizational Director Jack MacIntyre. Since the first of this year 116 new houseboat households have joined. There was no new member report in the May-June Newsletter. New members since mid-June are: Dianne Amick, Shirley Bourdeau, Joe H. Duncan, H. Wayne Hemple, Walter A. Deebach, Jeff M. Folson, C. Ronald, Steward, Mike Sowell, Don Mackness, Ti Locke & Beth Alin, Richard T. Patten, Susan S. Grisham, Nancy J. Cox, Porter & Sadie Loomis, Michael Roberts, Carol D. Galance.

Tracy B. Madole, Jan Gelzer, Mark Clark & Blake Petzoldt, Allan M. Sullivan, Tim Todd & Gene Aucouct, Robert H. Bartleson, Jack C. Boileau, Carole K. Beck, LeRoy H. Lange, Kurt & Patricia Kruse, Debra Boyer and George Yennakis, Charles Quinn, Hope Green, Frederick W. Hedges, Jacob & Margaret Smith, Phil & Isobel Johnson, Clinnie Cannon, Scott & Kathy Batchelder, Clark Gearhardt, Mary Bawden, Denise B. Doyle & Stewart McDougall, Eugene & Douglas Morris, Donald & Paula Brownlee, Migael & William Sherer and Ellen Edwardsen.

Association Office Rejuvenated

The Association's office building at 2329 Fairview E. got an inside-outside painting and decorating job during the summer by volunteer work crews who spent a couple of week-ends and a few evenings at the task. President Julie North organized the work parties which included Shirley Lashua, Rosemary Parker, Ted Halladay, Mary Sipe, Todd Warmington, Larry Clifton, Dixie Pintler, Jonathan Ezekiel, Jack & Eileen MacIntyre, Susan Drum, Greg & Carole Smith, Richard Wagner, Ellen Hansen, Anthony Johnson, Roger Johnson, Ann LeVasseur and Sandra Oellien.

You Can Help Keep Our Homes Secure

The police want us to report all crimes and suspicious circumstances. When you dial the emergency number

911

remember to say the call is coming from a houseboat address. You can also call the Harbor Police direct on these three lines:

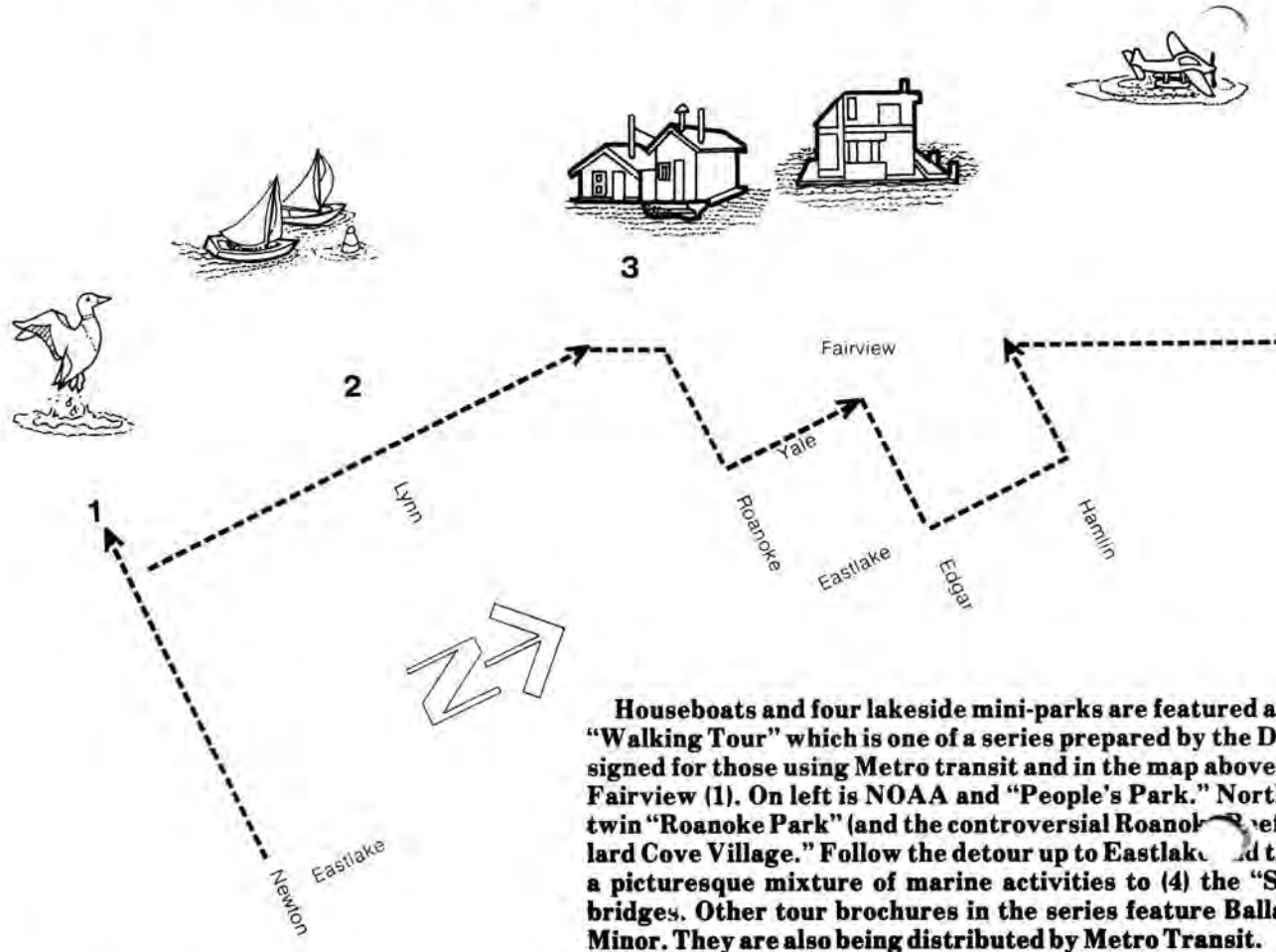
625-4311

625-4312

625-4313

KEEP THESE NUMBERS NEAR YOUR PHONE. . . .
(A message from the Floating Homes Association on Dock Safety Committee)

Houseboats Big Attraction on Eastlake Wa



Houseboats and four lakeside mini-parks are featured on a "Walking Tour" which is one of a series prepared by the Department of Transportation designed for those using Metro transit and in the map above starting at Fairview (1). On left is NOAA and "People's Park." North of Fairview is the twin "Roanoke Park" (and the controversial Roanoke Island Village.) Follow the detour up to Eastlake and then to a picturesque mixture of marine activities to (4) the "Snohomish" bridges. Other tour brochures in the series feature Ballard and the Minor. They are also being distributed by Metro Transit.

First Hearing By Fact-Finder Is Postponed

The fact-finding case brought by the 13 floating home owners against W. Gordon Jeffrey of 2031 Fairview E., which was to have been heard Oct. 11th has been delayed. The postponement was made necessary as Jeffrey has been out of town and has not had time to respond to a subpoena issued by Attorney Philip L. Burton, fact-finder, requiring Jeffrey to produce documentary evidence to justify the demand for the recent increase, the fourth in two years.

The tenants contend that last fall Jeffrey increased moorages \$20 and \$25 a month and stating in a written notice what this was because "we are involved in a legal battle over a so-called 'Equity Ordinance' which has necessitated the hiring of additional attorneys". This will be the first case to be heard by a fact-finder since the Ordinance was enacted last December and in a sense procedural precedents will be established. In response to a request from Attorney Bruce Corker, representing the tenants and the Association, the subpoena orders Jeffrey to produce the following documents and records to justify the latest moorage increased:

"1. A written statement of the landlord's contention as to the current balance of the floating home moorage pro-

perty in question and the production of all documents which the moorage owner intends to produce at the hearing in support of that contention.

"2. A statement of the landlord's contention as to his rate of return upon the 2031 Fairview Ave. E. moorage, together with all documents setting forth the calculations used to arrive at that contention.

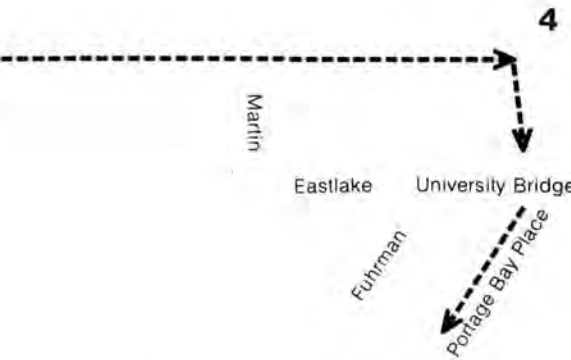
"3. The production of all books and records of accounts (including applicable federal income tax schedules or attachments) for the floating home moorage for the period from Jan., 1978 through the present. If the records are not maintained separately for the 2031 Fairview Ave. moorage, data applicable to that moorage shall be separately identified, in addition to producing the applicable books and records from which the data is derived.

"4. A statement specifically setting forth the increases or decreases in property taxes upon the floating home moorage for the period from Jan. 1976 through the present together with all documents or records supporting that statement.

"5. A statement specifically setting forth the increases or decreases in expenses of operation and maintenance of the floating home moorage for the period from Jan. 1976 through the present, along with specific identification of the expenses which increased or decreased, and all documents and records which support that statement.

"6. A statement specifically setting forth the reasonable cost of capital improvements to the floating home moorage during the period from Jan. 1976 through the present along with specific identification of each capital

Walking Tour



tractions on the itinerary of the Eastlake Community Department of Community Development. Tours are det starts at Eastlake and Newton and down Newton to on Fairview to the "Lynn St. Park" and on to (3) the as y" as the newest floating home installation "Malen t. amlin and a return to Fairview. Going north is uth Passage Point Park" underneath the Freeway rd, Capitol Hill, Madison Park, First Hill and Mann/

Police Seek Aid in Disappearance

Port of Seattle police are still investigating the March 20th disappearance of Joyce Lee Kennedy, a member of the Floating Homes Association and employee of Pan American. Ms. Kennedy disappeared when she finished her shift at the Seattle-Tacoma Airport at 2 o'clock in the afternoon. None of her clothing was found missing from her Portage Bay houseboat. Adding to the mystery was the locating five days later of her car on the fifth floor of the public parking garage at the airport. It had been parked by Ms. Kennedy in the employee's parking lot at the south end of the terminal. Anyone with any information is urged to contact the Port of Seattle police.



improvement during this period and all documents and records which support that statement.

"7. A statement specifically setting forth the increases or decreases in expenses necessary or desirable services furnished to the 2031 floating home moorage where such increased or decreased services effect the petitioners, together with all documents and records supporting that statement.

"8. Documents setting forth the date of purchase by you and the purchase price of the 2031 floating home moorage."

Sailing for South Seas



A life-long dream of the Donnette family is being realized as they cast off from their Fairview Ave. houseboat for a year of cruising in the South Seas. The craft is the "Panthalassa" (one sea) a Westsail 32. Aboard are Jim and Barbara, son Joe, daughter, Jennifer and Isiah Laderman, who came from the east coast to join them. They will return home next August by way of the Hawaiian Islands. (Photo by Jonathan Ezekial.)

Legal Fund Growing

Since the last report 28 members have made contributions to the Legal Fund bringing the total for the year to \$1,747.88. The contributors are: Mary Sipe, Robert & Deri Sherensky, Peter A. Talbot, M.D., Thomas & Carolyn Haslett, Todd Warmington & Julie North, Julie Forbes & Ed Waddington, Gloria Welch, J.W. & Dorothy Curtis, Mr. & Mrs. Horace Bradt, Katherine Malone, Muriel and Delbert Eklund, Robert & Dixie Pintler, Peter B. Walker, Bob West & Clare Conrad, Gene & Elizabeth Johnson and Ivan Weiss.

Weppner Houseboat Sold for \$1.00

Robert Weppner's houseboat, evicted last October from its Fairview Ave. moorage after a long and expensive court battle, has been sold for \$1.00. At the time of the sale the ill-fated houseboat's permit to remain in a state waterway had expired. Weppner, a law student and the Association had spent months trying vainly to find a buyer. Without a legal moorage this was impossible and during that time the houseboat was badly vandalized. In addition to paying \$1.00 the new owner agreed to accept responsibility for moving it from the waterway. Prior to the eviction the houseboat was appraised at \$20,000.

Reflections On The Lake



DICK W.

By Linda Douglas

He went too quickly—that scruffy little soul.

It took almost three months to tame him. When we moved to the dock, others pointed out that he was a derelict of the moorage, an orphan, a carrier of disease, a nuisance—and surely he should be taken away.

On closer inspection one could not curse him for his unbroken spirit, his independent nature, his will to survive in spite of everything. How could one destroy such a determined living thing?

So the project began, starting with kind words, warm milk and eventually a human touch. On several occasions in the pouring rain, that hopeful, little whiskered face would peer through the glass doors. Late in the evening we would find him patiently sitting at the end of the dock waiting vigilantly for our arrival. Then we would race down the dock. We fondly referred to him as “thunder butt” because his feat resonated on the dock surface when he ran.

But we couldn't keep him. We already had two such creatures and they had on previous occasions expressed their dislike for him. One Saturday morning he looked quite forlorn—losing weight, bearing numerous scars and scratches, a torn ear and swollen eye, yet proudly displaying his branched tail. Medical attention was certainly needed. A collar and food couldn't make up for all that attacked his body, so off to the vet.

Upon his return he was adopted. One could not have planned an easier adjustment. It was as if he always lived there. We now called him Stanley. That was the one bit of information we were able to glean about his past—no owners, no clues about his age, no explanation for the branched tail, but we did have a name. So Stanley he remained.

The good life made him fat and sassy. One Saturday afternoon we discovered him in the middle of a half pound bag of catnip. It was wildly distributed on the dock and Stanley was straining to keep his paws on every shred. By now cats were coming from other docks to join in the festivities. What a sight—six or seven cats all rolling on the dock on their way to ecstasy. Making inquiry produced no owner—no one knew whose stash had been ripped off. We always suspected Stanley was a second story man, a much needed skill in his former days.

For two years he lived a comfortable and respectable life—regular meals, much human attention from his adop-

tive family, special toys, even a license. He continued to fish, a skill he'd mastered during his struggle for survival days. Hiding under a houseboat he'd wait for a small fish to swim by and whap, his paw would scoop up the fish. Many a time he returned home wet up to the elbows, his eyebrows adorned with cobwebs.

Without warning he stopped eating, lost the sparkle in his eyes. It was cancer, that disease which is not selective as to victim. How helpless one feels. A being which was saved and loved can no longer be saved and loved. So Stanley went—too soon. But never let it be said that there was a cat with more true houseboat character. Stanley was indeed an independent spirit, and one must expect that in any living thing.

Once Upon A Death

I have rowed this high rockered, lapstreaked dory
and thought I knew the lake
until someone left the bridge overhead
and entered off the starboard.

I was the nearest person to him for the time
and never saw him, never knew him,
for something was wrong with the water.

An illness of wind skewed the waves
and I watched, missing the shouts from land
and the sirens.

The helicopter that jumped off the horizon
and fanned the already chopping waters
gave me no meaning

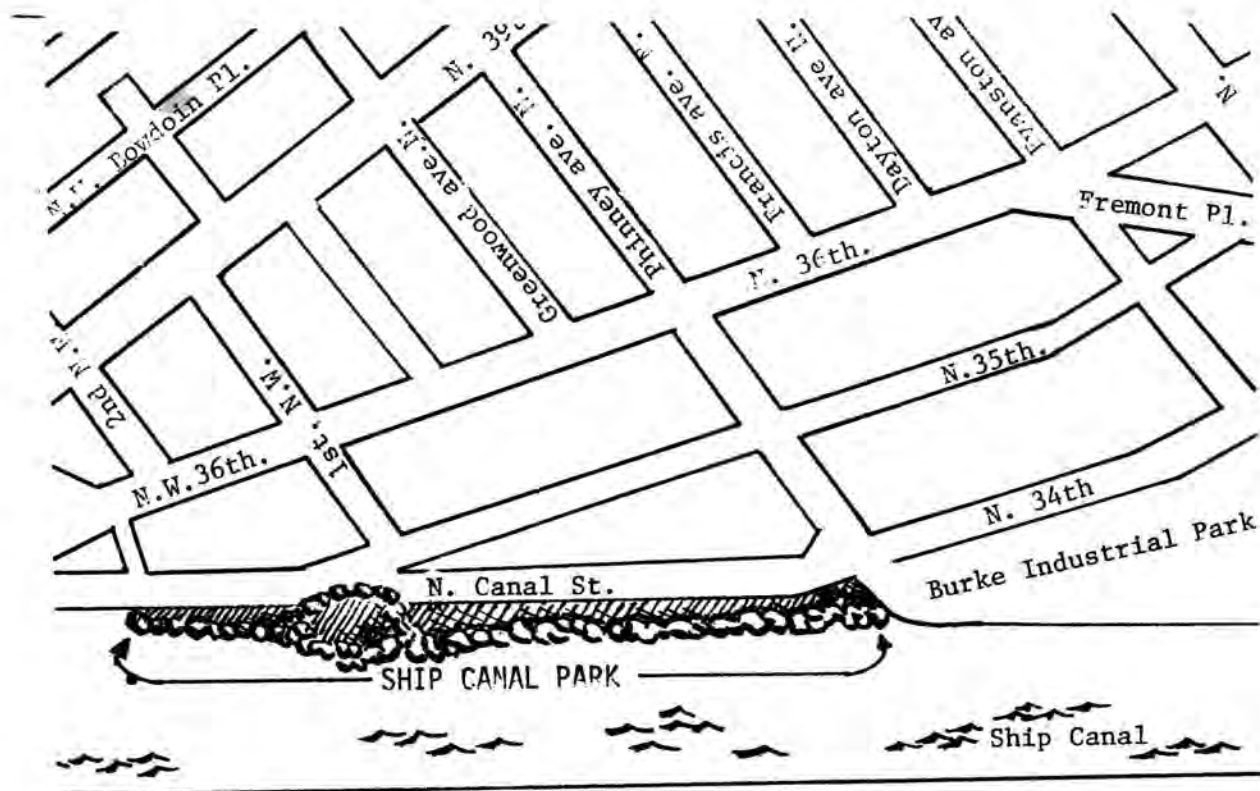
until a police boat sped around the point
pulling a wake of water and falling sunlight.
An officer stood at the bow
and searched the water.

Immediately, all departed
leaving the fish to our luck,
leaving the riveted, steel beamed structure
openhanded, unchanged;

leaving the dory with its overlapping boards
clined together, clinkerbuilt lines that rise
with waves and slip in wind,
lines that seem to reach like threads
far behind and ahead
to everything's ends. **Jeff Acorn**

A Brief History of Our Houseboats

“Although the Lake Union houseboat community has survived because it does not hinder commercial waterways and does not front on prime residential and recreational property, it has at times been seriously threatened as in 1922 when the houseboats were declared unsanitary and orders were made for their removal. Owners organized and fought off city regulations. Many houseboats were pushed out after World War II as commercial construction increased around the lake. In the 1950's houseboats were again forced to defend their community against anti-houseboat campaigners who argued that houseboats were unsanitary and unsightly. The Floating Homes Association, formed in 1961 has done much to protect the charm of this unique neighborhood and to ensure its survival.” From *Seeing Seattle—A Walking Tour of Eastlake*.



More of Lake Union's shorelands will be opened to public use with the construction this coming spring of the Ship Canal Park between Phinney Ave. N. and Second Ave. N.W. The concept of the park originated with the Fremont Public Association and is supported by the recently organized Fremont Community Council. The park will be on property owned by the U.S. Corps of Army Engineers who will join with the city in financing the project. A non-profit design team is sponsoring a contest with a \$1,000 cash prize for the best design. Those interested in participating can get a packet and full information at the North Community Service office, 3410 Fremont Ave. Deadline is Nov. 15th. (Drawing courtesy Fremont Forum.)

HAVE A NICE DAY, IF YOU CAN: "If we do not succeed in abolishing the thermonuclear-arms race and a nuclear war results, it would not only destroy human civilization but it would also produce such serious changes in our environment that the earth may no longer be habitable for human beings." Victor F. Weiskopf, president of the American Academy of Arts and Sciences.

To the Association:

Here's two more from Mallard Cove. That makes eleven so far. At the moment there are fourteen occupied houseboats. We will contact the other three. We are working for 100% membership so that will eventually be twenty memberships. We are all remembering that if it weren't for the Floating Homes Association we would not be here.

Elizabeth Johnson.

Here Is The "Security Blanket" For Your Home

MEMBERSHIP APPLICATION

Annual Household Dues, \$16



- Dues covers all adults (18 years or over) in the household. If more than one membership card is needed, list names below.
- Dues payment covers the 12 months following the time of joining.
- Make checks payable to the Floating Homes Assn. and send to 2329 Fairview Ave. E., 98102.

Name _____ Address _____ Zip _____

Name _____ Moorage No. _____ Phone _____

"To protect the interests of Seattle's old and colorful Houseboat Colony."

short
90%

FLOATING HOMES ASSOC. HOLIDAY CRUISE



Our 15th annual holiday event will be a lively steamboat cruise for Association members and guests. Here's what's in the party-package.

- 1** A four-hour cruise in Lake Union and Lake Washington aboard the historic: Virginia V. (On the National Register of Historic Vessels.)
- 2** Music by the popular Great Excelsior Jazz Band, for listening or dancing.
- 3** A delicious Ham-Turkey-Salad-Cheese Buffet Dinner served in the Galley (lower deck) from 5:30 p.m.
- 4** Your favorite beverage at a no-host bar (adults only). In the Tap Room on the lower deck.

All this for only
\$15.00 per person
Saturday, December 16th
5 to 9 p.m.



CLIP AND MAIL THIS NOW

ONLY 220 TICKETS WILL BE SOLD

Now on sale on a first come basis. No refunds. Plan your party and order early. Our "Equity" Ordinance is now under a court challenge. Proceeds to the Association's Legal Fund.

HOW TO GET THERE

The Virginia V is berthed at Fishermen's Terminal in Salmon Bay, on the South Side of the Ship Canal adjacent to the Ballard bridge. The Wharf restaurant is at the entrance; turn left down the quay. Parking available.

Tickets available at office and from members Executive Committee. For information call 329-1517 or 329-0985 or 324-5043 or 284-6914. Make checks payable to:

Floating Homes Association
2329 Fairview E., Seattle 98102

I (we) want to be aboard the Virginia V for the Steamboat party Dec. 16th. Send _____ tickets at \$15.00 each.

Name _____ Phone _____

Street _____ City _____ Zip _____