



Bill and Caryl Keasler's home of twelve years is pushed into the Boston Street waterway by a tug from Mark Freeman's Fremont Tug Company. Many neighbors and members of the news media watched as the county sheriff carried out the eviction demanded by Frank Granat, Jr. Forced by the Police Harbor Patrol to vacate the waterway, the Keaslers sold their house for little more than scrap value to a buyer who towed the house out of Seattle.



Matters of Concern

by Bill Keasler

Last week, Caryl and I lost our houseboat.

A sudden rush of events finally tore our home of 12 years away from its moorings. The tugboat came, pulled our boat out of its slip and towed it over to an apple tree at the foot of Boston Street. The Harbor Patrol, playing their role to the hilt, immediately posted the notice: "Vacate the street-end in two weeks or be impounded." We sold for a little more than the boat's scrap value just in time to beat the deadline.

We're sagging under the impact of the forced move. We've lost a battle — and the bulk of our estate along with it. Although we have been able to retreat to another houseboat, we've had no time to lick our wounds because of the incredible license for disruption a few moorage owners are taking from the recent Supreme Court decision.

During the "negotiations" last summer, moorage owner representatives repeatedly insisted that unless the Equity Ordinance was effectively dismantled, there would be mass evictions in the fall. The Association refused to concede our security in the face of their threats and ultimatums. So, sure enough, while Frank Granat was still in the process of destroying my home, he

and a couple of his cronies were already at work cooking up a declaration of war on the rest of the community. They now intend to sweep whole docks clean of our friends and neighbors.

The kind of disaster that overwhelmed Caryl and myself simply can't be allowed to strike anyone else. A willing City Council has imposed a 120-day moratorium on all evictions to give us time to draft permanent legislation which will pass muster in the courts.

But this little clique can't wait. They have announced their intention to ignore the Council and break the law. If they have their way, over thirty more families will lose their homes. A letter in the Association's possession suggests that an additional seventy — for a total of nearly one hundred houseboats! — will be evicted before Christmas.

These people have apparently lost any sense of proportion or restraint. In scope and suddenness, their actions are breathtakingly arrogant and provocative. The venom virtually drips from the notices tacked to the doors.

We must stop them.

Positive signs abound. The evictees and the Association have launched a new legal offensive. Our spirit is unbroken. We appear to have broad public and governmental support.

Our opponents have once again overplayed their hand.

Find out more at the emergency meeting on the 13th.

Blow off a little steam. Mingle. Draw strength from one another's courage. We'll reassert our identity as the most effective community organization in the city.

This could be the decisive battle.

We shall win it.



Photo by Bill Keasler

The question posed by this houseboater's sign has yet to be answered. He was one of the many people who came to protest the Keasler eviction with signs and black armbands.

Negotiations End Without Agreement

by Paul Bernstein

At the end of June, the Seattle City Council passed an emergency ordinance re-instating the eviction section of the Equity Ordinance in response to the Granat Supreme Court Decision. The Council included a 4-month "sunset clause" to spur private discussions between moorage owners and floating home owners. No particular direction was given as to who or how the two groups should negotiate.

On July 8 three new eviction notices were served by moorage owners: two more by Frank Granat, one by Jean Lundstead.

The moorage owners' negotiating team was selected from a group identified as the "aggressive — commercial" faction by one of their representatives, Bill Fritz. The other two members of the moorage owners' team were James Lee and Todd Warmington. Home owners' representatives were selected by the Floating Homes Association as Paul Bernstein, Jean Elmer and Mike Roberts. The mediation service was provided by Vern Huser and Susan Ruddy under the auspices of the Institute for Environmental Mediation.

Ground rules were agreed upon first. Private meetings were to be held with no talking to press until after the negotiations were over.

More Money, No Security

The basic moorage owner position: more money; do away with rent control provisions and retaliatory eviction protection section; there is no reason to provide legal security of floating homes. Leases with options to renew are not acceptable to moorage owners. "The happy (economically satisfied) moorage owner is your only security."

The basic floating home owner position: every aspect of moorage fees and finances (base rental price, increase formula, etc.) were negotiable in return for legal security. Without legal security banks won't loan money, houses can't be sold, insurance is difficult to obtain, etc. Since moorage owners maintained that the Equity Ordinance can't protect houseboats from eviction, home owners looked for other acceptable options for security — focusing on leases with options to renew as the best and possibly only solution.

Results of Negotiations

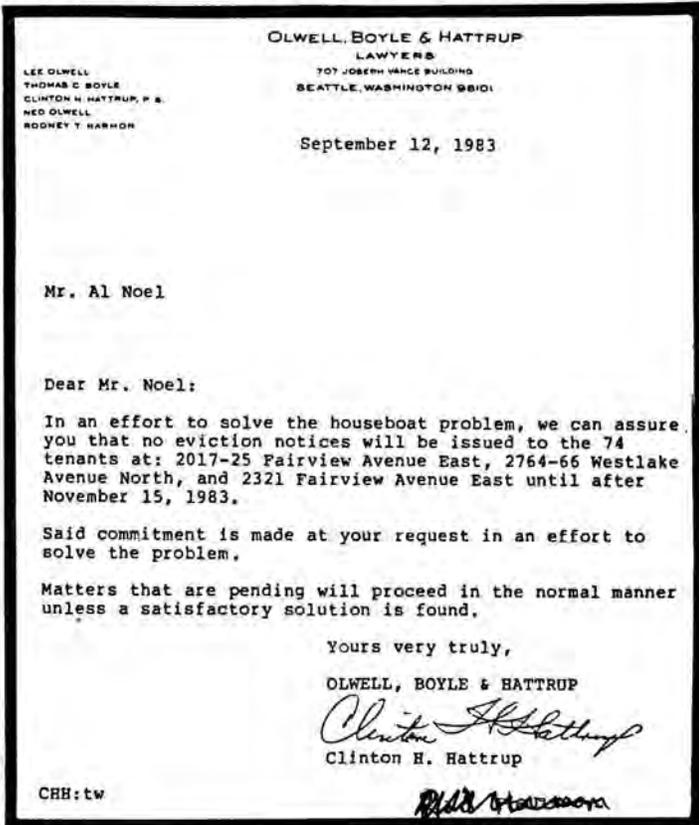
No progress was made on the key issue of money vs. security. Moorage owners' negotiators indicated that the only acceptable position was more money without any trade offs on security other than moorage owners' good will.

Floating home owners were unwilling to make specific concessions on money without linkage to legal security issue — the good will of moorage owners was not enough.

Moorage owners insisted that Section 4 of the ordinance (which provides retaliatory eviction protection) be eliminated before any discussion between owners and tenants can take place. Floating home owners felt there was no trade off for eliminating this important protection which is in fact less strict than the law which applies to all other landlord/tenant relationships through the state.

A joint request was agreed upon to ask the city to use its resources to hold down DNR rate increases on state leased land.

Before the final meeting, agreement was reached on two other issues. Both sides felt that the rate appeal section should be streamlined by eliminating the disputes resolution board. Also, it was agreed that some mechanism should be established to resolve minor "dock rule" type disputes before they escalate into full-fledged court battles. At the last negotiating session, however, the moorage owners backed away from these positions, feeling that their agreement to them would lend credibility to the ordinance.



OLWELL, BOYLE & HATSTRUP
LAWYERS
707 JOSEPH VANCE BUILDING
SEATTLE, WASHINGTON 98101

September 12, 1983

Mr. Al Noel

Dear Mr. Noel:

In an effort to solve the houseboat problem, we can assure you that no eviction notices will be issued to the 74 tenants at: 2017-25 Fairview Avenue East, 2764-66 Westlake Avenue North, and 2321 Fairview Avenue East until after November 15, 1983.

Said commitment is made at your request in an effort to solve the problem.

Matters that are pending will proceed in the normal manner unless a satisfactory solution is found.

Yours very truly,

OLWELL, BOYLE & HATSTRUP

Clinton H. Hatstrup
Clinton H. Hatstrup

CHH:tw

This letter will come as cold comfort to the 52 houseboaters at 2017-2025, the 12 at 2764-2766 and the 10 at 2321. Al Noel is a candidate for City Council running against Paul Kraabel.



Photo by Phil Webber

TOP: Paul Thomas, Carol Simanis, and Barbara Nelson share the shock of being served with eviction notices. All their other neighbors at 2420 Westlake also were evicted by dock owner Robert Skarperud. ABOVE: Gordon Jeffery issued eviction notices to all 15 houses on his dock at 2031 Fairview E.



All the homeowners on Frank Granat's dock at 2201 Fairview have now been served with eviction notices. Two were served in July, following the Supreme Court decision and three more were just served. Granat now owns four houseboats on the dock, and a vacant spot sits where the Keasler houseboat once was moored.

A Chronology of Eviction Actions

8/24/83

In June, the State Supreme Court issued a ruling in the case of Granat vs. Keasler declaring the eviction section of the Equity Ordinance to be unconstitutional. Keasler asked for a stay of his eviction pending his appeal to the U.S. Supreme Court. The stay was denied.

8/30/83

Despite some agreements on streamlining the rate appeal process and settling "dock-rule" type disputes, the mediation begun earlier in the summer at the behest of the City Council broke down. The moorage owners in the mediation claimed that agreement to anything would "lend credibility to the ordinance" and walked away from the table.

9/1/83

Because of a problem with finding a legal place to put Keasler's home, a hearing was held before Superior Court Judge Schellen on how to execute the eviction. The Harbor Patrol pointed out that the houseboat could be towed to a street end and remain there legally for 14 days under the Harbor Code. The Judge ordered the Sheriff to tow it to the nearest street end.

9/2/83

Keasler's home was towed into the Boston Street waterway by the County Sheriff.

9/7/83

Gordon Jeffery issued eviction notices to all 15 houses on his dock at 2031 Fairview E. Frank Granat also issued similar notices to the remaining three homeowners on his dock at 2201 Fairview E.

9/9/83

Robert Skarperud issued 12 eviction notices to all the houses on his dock at 2420 Westlake.

9/10/83

Keasler's application for a 90-day street use permit to the Board of Public Works was denied when two of the three members voted against a motion to grant it. Harbor Patrol insists he must be out of the street by 1:00 p.m. 9/16/83.

9/15/83

Keasler sells his house for under \$5,000. Harbor Patrol gives buyer "as much time as he needs" to prepare for moving it.

9/20/83

City Council passes 120-day moratorium on evictions or attempts to evict houseboats. Also passes bill repealing automatic 14-day street use permit provision of Harbor Code, thus making it harder to actually carry out evictions.

9/24/83

Floating Homes Association retains William Dwyer of Culp, Dwyer, Guderson and Grader.

9/25/83

Evictees also retain Dwyer.

9/29/83

Bendt Broderson asks for a continuance in his case and is granted one week. City of Seattle asks to enter the case and is permitted to do so. Broderson and two other floating home owners were served their notices within days of last spring's Supreme Court decision. Their cases have since been winding their way through the courts.

9/30/83

Dwyer, on behalf of people holding eviction notices, files anti-trust suit against moorage owners Mr. and Mrs. Frank Granat, Jr., Mr. and Mrs. Gordon Jeffery, and Dr. and Mrs. Robert Skarperud.

City Council Passes 120-Day Moratorium

Below is the full text of the 120-day "moratorium" on evictions passed by the City Council in September. It is a temporary replacement for the eviction section of the Equity Ordinance while the city is working on a more permanent solution to our problem. The current eviction section, which was passed last June, is due to "sunset" at the end of October.

AN ORDINANCE relating to floating homes' moorages, imposing a 120-day moratorium upon eviction of floating homes from their moorages and declaring an emergency.

WHEREAS, The City is threatened with the impending eviction of thirty-seven or more floating homes; and

WHEREAS, The City, which will become responsible for the evicted floating homes, has no impoundment facility or other place to store or otherwise accommodate even one evicted floating home in addition to the one recently evicted; and

WHEREAS, the floating homes, if evicted, are likely to be left in the waterway where they will become a public nuisance and a hazard to navigation; and

WHEREAS, evicted floating home owners will be required to destroy their homes and thereby suffer severe economic losses; and

WHEREAS, the threatened evictions may result in violent confrontations between moorage owners and floating home owners; and

WHEREAS, the large number of impending evictions indicate that there is substantial dissatisfaction among floating home moorage owners with existing floating home regulations and that those regulations need to be reexamined; and

WHEREAS, the entire floating home moorage rental business, which provides a unique part of the environment and life of The City of Seattle, is threatened by the impending evictions; and

WHEREAS, it is impossible to adequately assess the concerns of the affected parties and enact appropriate legislation before the impending evictions are to take place; Now, Therefore

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. No one shall evict or attempt to evict any floating home in The City of Seattle from its moorage for a period of 120 days from the effective date of this ordinance. An attempted eviction shall include: 1.) Any demand to any floating home owner, whether oral or written, to vacate the moorage space currently occupied by the floating home owner's floating home; or 2.) The filing of any eviction action to secure the removal of a floating home; or 3.) any other action of any kind, the effect of which would be to force or coerce a floating home owner to vacate a floating home moorage.

Section 2. The Council hereby finds that the impending eviction of floating homes will cause severe disruptions and represents an imminent threat to the public peace and safety. In addition, the eviction of floating homes in substantial numbers will create insoluble impoundment and disposal problems and will ultimately result in floating homes being abandoned in submerged street ends and waterways where they will become public nuisances and hazards to navigation. Finally, such evictions may force floating home owners to needlessly destroy their homes which represent both needed housing units and substantial economic investments for the floating home owners.

Based upon these findings, and to maintain the status quo pending review and amendment of existing floating home moorage regulations, it is deemed necessary that this ordinance

take effect immediately and without delay. By reason of the facts set forth in this section an emergency is declared to exist, and this ordinance shall take effect and be in force after its approval, if approved by the Mayor; and if not so approved, it shall take effect and become law at the time and in the manner provided for non-emergency ordinances under the provisions of The City Charter.

Section 3. Violation of any provision of this ordinance constitutes a violation subject to the provision of Chapter 12A.01 and Chapter 12A.02 of the Seattle Criminal Code (Ordinance 102843), and any person convicted thereof may be punished for a civil fine or forfeiture not to exceed Five Hundred Dollars (\$500.00).

PASSED by three-fourths vote of all members of the City Council the 19th day of September, 1983, and signed by me in open session in authentication of its passage this 19th day of September, 1983.

JEANETTE WILLIAMS, President of the City Council
Approved by me this 20th day of September, 1983.

CHARLES ROYER, Mayor
Filed by me this 20th day of September, 1983.

ATTEST: TIM HILL, City Comptroller and City Clerk
By: THERESA DUNBAR, Deputy

What Makes Them Happy?

During the negotiations last summer, the moorage owners' team insisted that the only security possible for floating home owners was a "happy moorage owner". They offered the following as an example of what it make take to please them:

The houseboat moorage owners believe that the City of Seattle's Ordinance 109280, the so-called "Equity Ordinance" relating to floating homes, must be amended to include the following provisions in order to make the ordinance workable and acceptable:

- * Moorage owners shall be permitted to charge rent based upon the current market value of their sites.
- * Moorage owners shall be permitted to determine the current market value plus expenses of the moorage sites they own or have under lease on a dock-by-dock and site-by-site basis.
- * Should the houseboat owner (tenant) refuse to be bound by the appraised market value established by the MAI . . . the moorage owner shall be permitted to place a lien against the houseboat for the difference between the rent due him or her based upon the established current market value and the amount of rent that the tenant is willing to pay. At the end of the six-month grace period, the moorage owner may choose to evict the houseboat if it has not been sold and/or the lien for back rent satisfied.
- * Once the current market value has been established, the present moorage rent levels may be brought up to appropriate levels by each moorage owner based upon a 12% annual return on the current market value plus 100% of the pass-through costs that have been incurred.
- * Once these 1983 levels have been established as a base for moorage rents, the moorage owner may, at the end of each year thereafter, increase the monthly rents for moorage sites on his or her dock by an amount equal to 100% of the percent of increase in the CPI for the Seattle area plus any increases in pass-through costs that occurred since the last rent increases without becoming subject to the provisions of the Seattle Houseboat Ordinance relating to the control of moorage rent.
- * The Seattle Houseboat Ordinance must be amended to permit moorage owners to meet with or communicate with their tenants at any time on an individual basis to discuss and negotiate rental or lease agreements, or the enforcement of dock rules, or to conduct normal dock business without becoming subject to the provisions of Section 4 of the Houseboat Ordinance relating to "retaliation".