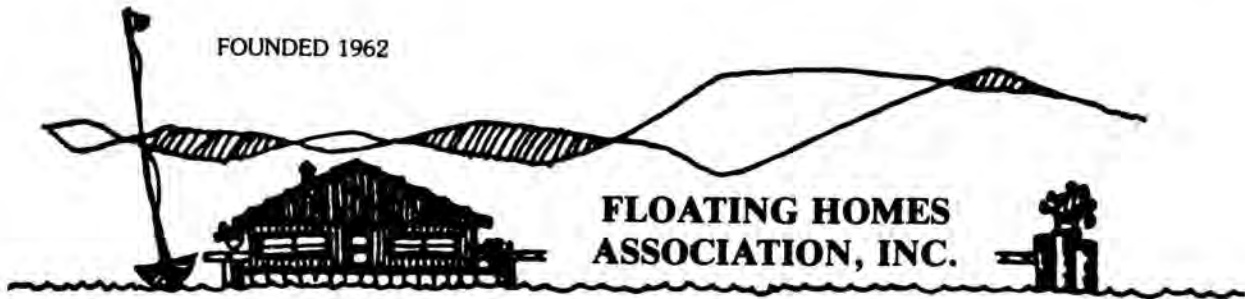


FOUNDED 1962



FLOATING HOMES
ASSOCIATION, INC.

2329 Fairview East

Seattle, Washington 98102

Phone: 325-1132

Number 98

Newsletter

May 1984

New Ordinance, Anti-Trust Suit Follow Evictions

With a unanimous vote in late January, the City Council enacted Seattle's latest version of its Houseboat Ordinance. The Council's action culminated a tortuous sequence of events begun last spring when the Washington State Supreme Court struck down the earlier "Equity Ordinance" which regulated floating homes evictions and rents.

In parallel with the city's action on houseboat regulation has been a major shift in the status of moorage at a number of docks from monthly tenancies to long term leases and even outright ownership of the dock. This substantial decrease in tension between moorage owners and tenants at some of the most contentious docks on the lake has evolved from threats of mass evictions last fall and the subsequent filing of anti-trust charges by tenants against certain moorage owners.



Photo by Phil Webber

Barbara Seeber and her son, John, 2420 Westlake, testified before the City Council Land Use Committee's Houseboat Ordinance hearing last November. "How do I explain our eviction to him?" Seeber asked the Committee.

These two stories, the new ordinance and the anti-trust case settlements, are two faces of the same crisis. Both came about because, for the second time since 1980, the Supreme Court declared that the city has only very limited powers to prevent a moorage owner from doing something other than rent space to houseboats with his land.

Evictions Threaten Homes

As soon as the court struck down the eviction protections of the ordinance, dock owners Frank Granat and Jean Lundstead moved to evict three more houseboats. This prompted the City Council to enact a 60-day moratorium on houseboat evictions so the two sides could negotiate. When the moorage owners' negotiating teams stated they weren't willing to provide any guarantees of security in exchange for increased fees, negotiations collapsed.

Three moorage owners, Granat, Robert Skarperud and Gordon Jeffrey, carrying out threats made all summer by their negotiating team, served eviction notices on all of the 35 homeowners on three of their docks. Granat had just evicted Bill and Caryl Keasler's houseboat, which had to be sold for scrap value and towed out of the city. Rumors began to circulate that other docks might also face evictions.

Anti-Trust Suit Filed

The Floating Homes Association formed a small crisis management committee consisting of Bill Keasler, Terry Pettus and Beth Means which met several times a week throughout the fall to discuss the day-to-day responses of the Association and to report the rapidly unfolding events to the Executive Committee.

One of their first discussions concerned a long-standing idea presented by attorney Larry Ransom of an anti-trust case against certain moorage owners who, over the years, seemed to act in tandem against their tenants. When mass evictions on three different docks were posted within days of each other, the crisis committee became convinced that it was finally time to move on the heretofore politically unpalatable anti-trust idea.

This plan was welcomed by the evictees who also felt that the community needed a specialist in the field of anti-trust to lead the defense. In remarkably short order the field was narrowed to just one name: William L. Dwyer. Dwyer had most recently led the grass roots defense against the *Seattle Times/P.I.* merger and enjoys an impressive regard among the legal community for his probity and abilities. After look-me-over meetings with Dwyer and associates Jay Hereford and Mike Helgren, the three docks retained the Culp, Dwyer, Guderson & Grader law firm. The Association also retained Dwyer's firm, along with Ransom's Sax and McIver, for consulting help on the upcoming legislative efforts.

By working at a feverish pitch, Dwyer and his team managed to absorb the complexities of the situation well enough to file an anti-trust action on October 3, against Granat, Jeffrey and Skarperud, alleging that the defendants had abused their monopoly powers and had attempted to fix the prices of moorage rents. Mark Freeman and James Lee were named as co-conspirators but not defendants.

Beyond an initial flurry of attention in the press, the parties involved in the anti-trust case have not commented publicly on the suit. Since at this writing the cases are not completely settled, that policy, insisted upon by the attorneys, is still in effect.

Continued on Page 2

Ordinance & Anti-Trust

The suit did stop the eviction process for the 35 homes on the Granat, Jeffrey and Skarperud docks. A few weeks ago, following the passage of a new ordinance and long months of negotiations, the Granat and Jeffrey moorages signed 15 year leases. All other legal claims were dropped by both sides. Skarperud has not yet settled. The anti-trust suit brought by all 35 families is still pending in that case.

The three houseboats served with eviction notices in June did not fare well. Caught in a legal time warp, their owners faced the same financial disaster just experienced by the Keaslers. One owner signed a lease for nearly \$500/month to keep his moorage. The other two walked away from contract mortgages, at great financial and personal loss. Of the two owners who then reclaimed possession of their houseboats, one joined the anti-trust suit and was able to negotiate a lease on the Granat dock.

The other houseboat, owned by Brian McNamara, was evicted from its Portage Bay moorage by dockowner Jean Lundstead. After sitting up in Kenmore on Lake Washington all winter, it was recently purchased by Frank Granat and towed into the moorage vacated by Bill and Caryl Keasler's home.

Ordinance Task Force Looks for New Approach

Meanwhile, City Councilman Paul Kraabel had obtained an extension of the eviction moratorium and set up a "houseboat task force" made up of representatives of moorage owners, houseboat owners and concerned city and state agencies. Kraabel said he had sometimes "despaired of an agreement" but he was "resolved to continue to have an ordinance which was as fair as possible." Since a moorage owner cannot be completely prevented from evicting to change the use of his dock, the approach became one of trying to keep him in business with an economically realistic ordinance.

To promote as wide a discussion as possible, two major community meetings were held: a special general meeting of the Floating Homes

Association membership late in October and a City Council Land Use Committee Hearing in November.

Perhaps 200 people attended the Association's meeting. Association President Keasler led a discussion on such topics as whether rental houseboats should be required to pay a management fee or whether floating home owners should have a right of first refusal on their docks. Attorneys Dwyer and Ransom attended the discussion closely as did Councilpersons Kraabel and Virginia Galle.

In the weeks following, at Kraabel's request, James Fearn from the City Attorney's office developed a draft of a new ordinance incorporating the ideas discussed by the task force and at the Association's meeting. He then asked for comments from both moorage owners and floating home owners and other interested parties. In response, the Association's attorneys developed a proposal in which readability, constitutionality and economic realities were the primary emphasis. This second draft became the basis of the ordinance ultimately adopted by the Council.

In November floating homes people once again packed the Council's chambers for a hearing on the draft ordinance before Kraabel, Galle and Hildt. In passionate testimony, Association member Barbara Seeber held her 4-year old son John in her arms and asked, "How do I explain our eviction to him?" Dick Wagner called for passage to "preserve an urban pioneer spirit." Moorage owners, in stark contrast to previous hearings, only projected an eerie silence since no representatives of theirs testified.

December found the Land Use Committee and Dwyer, Keasler, Beth Means and Jay Helgren from the Association and Todd Warmington and Julie North representing the moorage owners pounding out the final details of the new ordinance in twice weekly work sessions. Another extension of the moratorium on evictions was passed to buy time until the end of January. Finally, on January 23, 1984 the full City Council passed City Ordinance 111526.

All votes taken on the houseboat issue since the court's decision, including the moratoriums, the extensions, committee votes and the final passage, were unanimous.

Photo by Phil Webber



Association attorneys Larry Ransom, Jay Hereford and Bill Dwyer look on as City Councilman Paul Kraabel fields a question at the Association's special general membership meeting in October. The meeting was called to discuss issues relating to the Council's revision of the houseboat ordinance.

State Leased Land, HB Tax Bills Pass

by Barbara Vanderkolk

The 1984 Legislature opened on January 9, 1984 and ended in the early morning of March 9th, only a few hours past the sixty day session limit. As projected, issues relating to timber taxation, health care cost containment and the supplemental budget took up most of the lawmakers' time. Few expected, however, the highly partisan nature of this session in anticipation of the Fall 1984 elections. Given this intensely political climate, it is not surprising that a number of measures considered controversial fell by the wayside. However, the Legislature did take final action on two key bills of interest to the Association.

HB 1231 Aquatic Lands Act

One of the Association's major accomplishments for the 1984 legislative session was the long-awaited passage of the State Aquatic Lands Act. Once again, a variety of affected groups joined together to discuss and negotiate a compromise bill. Even so, final passage of the measure was achieved just under the wire on the last day of session.

The final version of the bill does several things, including defining standards of use for aquatic lands; authorizing port districts to manage some lands; establishing methods for determining rental rates on leased lands with provisions for administrative review; and specifying that revenues be deposited in a special account.

Water dependent uses, such as houseboats, will pay lease fees based on 30% of the assessed value of adjacent upland property.

The bill went through the House Natural Resources Committee fairly quickly, passing on a 21-0 vote on January 16. It then sat in House Ways and Means for nearly a month, and was finally passed out of that committee on a 22-4 vote. It then was approved by the full House on February 29, and was assigned to the Senate Ways and Means Committee.

The bill was scheduled for a hearing Monday, March 5 in the Senate committee, the last possible hearing date, but the committee ran out of time prior to hearing the bill. However, due to the tenacity of several supportive legislators and the efforts of Association members and other groups, Senate Ways and Means called a last minute hearing and voted the bill out of committee on March 7. Final votes were taken in the Senate on March 8 with the House concurring on amendments soon after. The Governor signed the measure, and it was codified as Chapter 221, Laws of 1984.

SHB 1725 Real Estate Tax for Floating Homes

The other major victory for the Association this session was the passage of SHB 1275 which redefines the tax status of floating homes. This bill replaces the sales and use tax on floating homes with the much lower real estate excise tax after the first sale of the home. The bill was first heard in the House Ways and Means Subcommittee on Revenue on February 9. Representative Janice Niemi introduced the bill and her testimony was followed by Bill Keasler, who briefed the committee on background and need for the bill.

The only point of controversy discussed at the hearing was the retroactive aspect of the proposed legislation. This issue had been raised by the Department of Revenue in a memorandum to members of the committee, which suggested that the section making the bill retroactive could be unconstitutional. As a result of the discussion of this section, the bill that passed out of the full Ways and Means Committee on February 14 was a substitute, with the retroactive language, Section 5, deleted. The bill passed out of committee on a vote of 25-0, and was subsequently unanimously approved by the full House of Representatives three days later.

The bill then was assigned to the Senate Ways and Means Committee, chaired by Senator Jim McDermott (D-Seattle). Bill Keasler again testified as to the need for this legislation and the inconsistency in current law. He explained that conventional homes and mobile homes are subject to the real estate excise tax and not the sales tax upon sale and that HB 1275 would allow floating homes to be treated

with conformity. On a motion of Senator Nita Rinehart (D-Seattle), the bill was moved out of committee on a Do Pass recommendation.

It was at this point in the process when we ran into serious problems. It was getting late in the session and the Senate did not want to schedule any more meetings of the Rules Committee. A bill cannot be acted on by the full Senate unless it is approved by Rules. Fortunately, after calls by the Mayor's Office and a number of members of the Association to key leaders in the Senate, the bill was scheduled for final action. On March 4 the bill passed the Senate by a vote of 44-0.

On March 15, 1984 Governor Spellman signed the bill into law; it contains an emergency clause and thus takes effect immediately. The net impact of this new law is that homes on which the sales and use tax has been paid once (such as at the time of construction) and which are on the property tax rolls are exempted from the sales tax and made subject to the real estate excise tax.

Unfortunately, the Department of Revenue is still insisting that those people who bought their homes within the last five years still have to pay the full sales tax rate because SHB 1275 is not retroactive. The Association is actively pursuing an appeal of this position.

The full text of SHB 1275 is reprinted below:

SHB 1275—Real Estate Excise Tax

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Sec. 1. Section 1, chapter 266, Laws of 1979 ex. sess. and RCW 82.45.032 are each amended to read as follows:

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Real estate" or "real property" means real property but includes used mobile homes and used floating homes.

(2) "Used mobile home" means a mobile home which has been previously sold at retail and the immediately preceding sale has already been subjected to tax under chapter 82.08 RCW, or which has been previously used and the immediately preceding use has already been subjected to tax under chapter 82.12 RCW, and which has substantially lost its identity as a mobile unit by virtue of its being fixed in location upon land owned or leased by the owner of the mobile home and placed on a foundation (posts or blocks) with fixed pipe connections with sewer, water, and other utilities.

(3) "Mobile home" means a mobile home as defined by RCW 46.04.302, as now or hereafter amended.

(4) "Used floating home" means a floating home in respect to which tax has been paid under chapter 82.08 or 82.12 RCW.

(5) "Floating home" means a building on a float used in whole or in part for human habitation as a single-family dwelling, which is not designed for self propulsion by mechanical means or for propulsion by means of wind, and which is on the property tax rolls of the county in which it is located.

Sec. 2. Section 28A.45.090, chapter 223, Laws of 1969 ex. sess. as last amended by section 4, chapter 154, Laws of 1980 and RCW 82.45.090 are each amended to read as follows:

The tax imposed by this chapter shall be paid to and collected by the treasurer of the county within which is located the real property which was sold, said treasurer acting as agent for the state. The county treasurer shall cause a stamp evidencing satisfaction of the lien to be affixed to the instrument of sale or conveyance prior to its recording or to the real estate excise tax affidavit in the case of used mobile home sales and used floating home sales. A receipt issued by the county treasurer for the payment of the tax imposed under this chapter shall be evidence of satisfaction of the lien imposed hereunder and may be recorded in the manner prescribed for recording satisfaction of mortgages. No instrument of sale or conveyance evidencing a sale subject to the tax shall be accepted by the county auditor for filing or recording until the tax shall have been paid and the stamp affixed thereto; in case the tax is not due on the transfer, the instrument shall not be so accepted until suitable notation of such fact has been made on the instrument by the treasurer.

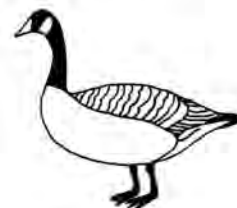
NEW SECTION. Sec. 3. There is added to chapter 82.08 RCW a new section to read as follows:

The tax imposed by RCW 82.08.020 shall not apply to:
(1) Sales of used floating homes, as defined in RCW 82.45.032;
(2) The renting or leasing of used floating homes, as defined in RCW 82.45.032, when the rental agreement or lease exceeds thirty days in duration.

NEW SECTION. Sec. 4. There is added to chapter 82.12 RCW a new section to read as follows:

The provisions of this chapter shall not apply with respect to the use of used floating homes, as defined in RCW 82.45.032.

NEW SECTION. Sec. 5. This act is necessary for the immediate preservation of the public peace, health, and safety, the support of the state government and its existing public institutions, and shall take effect immediately.



Ordinance Roadmap

In this Newsletter we reprint a copy of the new Houseboat Ordinance. We urge you to study it closely since it is substantially different from previous Equity Ordinances. We believe that it solves the problems which the Supreme Court found in earlier ordinances, while providing the protections needed by floating home owners.

Its differences generally fall into two categories. First, it contains somewhat more generous terms for moorage fee increases. Second, it reflects the City Council's improvements to the eviction control sections in response to the Supreme Court's decisions.

Aside from provisions designed to insure good faith, a moorage owner is allowed to change businesses or go out of business altogether. As long as he is in the moorage rental business, however, he must abide by the provisions of City Ordinance 111526.

What follows is a summary of the highlights:

PREAMBLE. The preamble is dramatically expanded from previous ordinances. It is clearer, more readable. It shows the necessity for the law.

EVICCTIONS. Section 3.

Minor changes to the "for cause" parts 3A through 3D.

Part 3E allows change to another permitted commercial use provided six months notice is given and steps are taken which demonstrate that the facility will in fact be converted to that use.

Part 3F allows a houseboat which is not the owner's primary place of residence, but not one which *is* the owner's primary place of residence, to be evicted on six month's notice if certain prerequisites are met.

Part 3G permits a moorage owner to claim a site for his personal residence.

Part 3H allows the whole moorage, but not individual sites, to be converted to a non-commercial use on six month's notice, again upon showing that the property will in fact be converted to such use.

BAD FAITH. Section 5. Imposes sanctions for bad faith evictions under Section 3E through 3H.

RETALIATION. Section 6 remains substantially the same as in previous versions.

CONTESTED MOORAGE FEE INCREASES. Section 7.

Part A provides for 30 days notice.

Part B sets the requirements of an appeal of an increase and, in particular, requires that the petition be filed within 15 days of receipt of the notice of increase.

Part C covers the format of the review by the hearing examiner. This is quite different from earlier ordinances in that cases are mostly made by memoranda, with the hearing being restricted to only points specified by the hearing examiner.

Part D is a list of factors the hearing examiner must consider when weighing the appeal.

Part F establishes important intervals such as the one year wait before the next permissible increase and the fact that a granted increase is effective from the time of the notice.

UNCONTESTED MOORAGE FEE INCREASES. Section 8.

Part A allows rents to increase without appeal up to the CPI factor *plus* the pass-through of certain government fees *plus* the houseboat owner's share of certain specified maintenance costs. These costs are subject to a hearing examiner's review and must be removed when the costs are paid.

Part B defines the CPI factor.

ATTORNEY'S FEES. Section 9 requires that both moorage owner and houseboat owner submit "final offers" in writing to the hearing examiner in rental disputes and awards attorney's fees in a manner similar to previous ordinances.

RENTALS. Section 10 specifies permitted moorage fees when the houseboat is being used as a rental.

NOTICE. Section 12 requires that all parties involved in the sale or lease or rental of a houseboat be advised of the existence of the ordinance in writing.

CRIMINAL SANCTIONS. Section 15 provides for criminal sanctions for violations of the ordinance.

Freeman-Gibson-Je



The 3-dock moorage at 2017-2019-2025 Fairview East was recently purchased and involved bring the number of floating home owners on the lake who also own homes on the lake. A unique aspect of the purchase was the graduated price scale where the dock's price actually works out to \$50,000 per site. "Reverse mortgages" allow owners to use their homes.

Get Your New 1984

Official attire for all houseboat owners

****NEW COLOR****

Canvas Tote Bags—\$10.00

ffery Goes Co-op



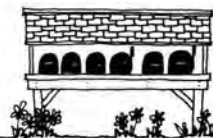
by its home owners, the Log Foundation, for \$2.6 million. The 52 houseboats own their moorages to well over 150 out of a total of about 470 houseboats which allowed nearly half of the sites to sell for \$40,000 even though the whole o made it possible for a number of retired and fixed income people to keep

Houseboat T-Shirt!

houseboat tour workers.

order a houseboat T-shirt, call the Floating Homes Office, 325-1132, M-W-F, 10:30 - 12:30, or a recording on the recorder.

- Men (straight cut)..... \$ 8.00
- Women (French cut) \$10.00
- Children \$ 6.00
- Sizes Sm Med Lg X-Lg



Association Mailbag

To the Association—

As you know, our firm along with many other persons and organizations was heavily involved in passing the new houseboat ordinance, Number 111526. Great amounts of thought, research, negotiation, drafting, and redrafting went into this project. The goal was to enact a law which would provide the necessary protection to floating home owners, and would be constitutional. In my opinion the city government has attained that goal.

The new ordinance provides security for houseboat owners and reasonable rents for both moorage owners and site renters. At the same time it recognizes the moorage owners' property rights, as is required by constitutional law.

There can of course be no guarantees in a field such as this, but I believe that the new ordinance reflects the best possible outcome and one that should be upheld if tested in the courts.

Sincerely,
William L. Dwyer
Attorney-at-law

FHA Office Gets Facelift

Things are happening at our Floating Homes office at 2329 Fairview Ave. East. We are in the midst of major renovation and refurbishing projects—new deck, new paint inside and out, various interior additions to make the office a comfortable and pleasant place to be.

We need *your* help—labor and materials—to finish most of these projects before the Floating Homes Tour on May 20. Please, look over the lists below, decide what you can do or donate, and call Connie Jump at 322-2566. We will be working days, evenings and parts of weekends, depending on your schedules, so do let us hear from you!

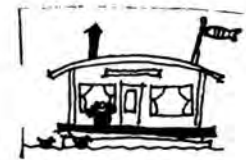
Tasks:

- Decking: measure, cut and nail 2x6 decking to new stringers, 3 sides of building.
- Painting: clean, prepare and paint *inside* of office. Scrape, sand, prime and paint the *outside*. Rollers, brushes and dropcloths needed.
- Carpentry: construct storage and work surfaces inside office.
- Electrical: increase and upgrade outlets to grounded 3-hole plugs; install better lighting and switches inside, a new porch light outside.
- Carpet: install carpet after painting and construction projects are completed.

Items needed:

- small portable vacuum cleaner
- hot water heater/coffee maker
- track or ceiling lighting
- comfortable/sturdy office furniture (2-3 chairs, small sofa)
- porch light, exterior grade
- Levalour blind, white, 45" wide x 35" long, approx.
- New entry door
- shelving, 36" x 16-20" (12 shelves)
- small kitchen type sink
- carpet, commercial grade, approx. 220 sq. ft.

The 1983 volunteer sign up list is missing. Those who offered skills and items last year, please contact Connie again, 322-2566.





Waterlog

by Sheri Lockwood

Maybe it's El Nino that has added some color to the wildlife observed on the lake since our last newsletter. The first wood duck in 15 years made an appearance on Portage Bay along with a crayfish-eating river otter and two swans that will eat from your hand. Are there really more of our raucous-voiced, perky kingfishers, or does it just sound like it? Spring has brought scaups, goldeneyes, cormorants, hooded mergansers, a pair of gadwalls and Western, red-necked and pied grebes to the Fairview Street End parks. Don't miss the flashy choreography of the Western grebes (the black and white long-necked, pointy-billed ones) mating ritual. It's funny, touching and thrilling.

WHERE ARE YOU? It also must be El Nino that's causing all the docksters migrations to warmer climes (what else could it be?). Mexico took *Jim, Linda and Christopher Knight*, 2025 FV; *Barb and Dave LeFebvre*, 2235 FV; *Melanie Hester and Lee Lange*, 2235 FV; and the *Stockleys*, 2331 FV. The *Pintler-Pettus* party found the Caribbean favorable. *Cindy Phelps*, 2464-66 WL, tried Hawaii. *Florence Yerxa*, 2331 FV and *George Yeannakis and Debi Boyer*, 2235 FV, liked Greece. Skiing in France lured *Deri, Jill and Ski Sheren-sky* (2019 FV) and *Lee Lange and Melanie Hester* (2235 FV). *Ruth Coffin and Bob Schroeder* passed on the exhibition and went directly to China. Professional workshops and family had *Jim and Mary Carlsen* (2235 FV) going to the east coast (and snow) instead of south. *Jim Burkes* (2019 FV) had the right idea and spent two weeks in Texas while *Mike and Roseann McCracken* kept warm in California. Our visit to Oregon changed our latitude (barely) but not our attitudes (bad).

WELCOME ABOARD TO NEW DOCKSTERS: *Jackie and son, Ross Hendrick* on 2019 Fairview . . . *Carol McCandless* on 2031 Fairview . . . *Fred Leiberman* on 2235 Fairview . . . *Richard (Mike) Myers* on 2235 Fairview . . . *Jim and Phyllis Conant* on 1214 Hamlin . . . and *Elise Ernst* on 2219 Fairview.

WET BUT STILL FLOATING SET: our especially new houseboaters—*Kimberly Nicole*, new daughter of *Pat and Therese Harvey* (2019 FV) born September 1 . . . *Kathy Rossi and Paul Bernstein* (3104 PBPI) welcome a new son *Tollie*, born May 26. He has a life jacket, a room with a view, and lots of stuffed ducks and raccoons . . . *Terry and Shirley Tainter and son Christopher* have a new baby boy, *Nicholas William Roy*, born Jan. 18 (1409 Boat Street) . . . and *Sharon and Steve McClelland* (2025 FV) greeted the arrival of a new daughter, *Erin* (9 lb, 12 oz) on Feb. 10 . . . but she hasn't learned to swim yet.

A RING OF THE BELLS . . . A TYING OF THE KNOTS . . . AND THEY'RE OFF ON THE SEA . . . OF MATRIMONY (sorry). *Neil Peterson and Tracy Druker* (2017 FV) were married in August and so were *Debi Wright and David Lycette*, (2235 FV). *Curt and Sandy Cruse* were married in September and just moved away and are missed by their dock neighbors, on 2235 FV. *Tom Susor and Susan Chatlos* (1409 Boat St.) were married Dec. 27 in Fish Kill, N.Y. (I didn't make that name up . . . honest). *Phil Webber and Brenda Dannenberg* (2464-66 WLake) "made it legal" on March 3rd; and *Dave and Susan Singer* (2600 FV) took their dunk in the matrimonial seas in March.

OTHER NEWS: *Shirley Lashua* is recovering from an arm broken while skiing (2219 FV) . . . *Tom Susor* would like to sell his 26 foot Choy Lee, "Frisco Flyer" sailboat for \$18,000.00. Call Tom at 632-1397. *Sea Born Pile Driving Co.* at the foot of Newton Street had scrap lumber for free over the winter, call Lance at 285-6398. . . . The beaver are back! They got a tree on 2019 FV, are working on a tree on 2207 FV and will go over chicken wire that's not at least 18 inches high . . . EN GARDE . . . Master carver *Dutch Schultz*, (2035-37 FV) has had two one-man shows. The first at WWU in Bellingham, in Oct: "My Feelings and Concerns", and one currently showing at the Sanders-Chrichton Gallery on 3rd and Blanchard . . . There are two duck nests on 2727 FV, we have one on our house

too, but it looks as if it's deserted. I'll give her a few more days and if "mom" doesn't come back I'll take the 4 eggs over to Mr. Dill, "The Duck Man", across from Pete's Grocery on Lynn Street. He cares for injured ducks and birds and transports them to the Seattle Wild Bird Clinic. The Clinic runs on donations and can always use funds—if you find yourself taking a critter to them . . . Watch *Northwest Edition* magazine in June and July. June features an article on Henrietta the goose with her own houseboat and July features houseboat container gardening. Cat Fancy has an article on dock cats in May or June.

OUR OWN LOCAL HERO: Phil Webber (2464-66 WLake) one early Sunday morning in April, noticed a fellow carrying an outboard motor down the dock where he then put it in the front of his truck. Phil thought this seemed suspicious (people usually put motors in the back of the truck). Phil followed him for a while but lost him. When Phil noticed the truck near his house again a few days later he went to where he had previously lost the truck. Sure enough, the truck came by and Phil radio-ed in to the P.I. (his employer) and they notified the police. With Phil's description and directions they apprehended the fellow at the Ballard Bridge. He has a suspended drivers license, a stolen Zodiac raft, and a stolen outboard motor in his truck. **THREE CHEERS FOR PHIL!**

RACCOON DISTEMPER: Raccoons on the lake have been developing distemper which is 99% fatal. Humans cannot catch distemper but cats and dogs can, through contact with the animal's saliva. **SO MAKE SURE YOUR PETS ARE VACCINATED!** Children should be warned not to try to help the sick animals. They will be weak but may feel threatened and bite. Animals with the disease appear weak, lethargic, disoriented and clumsy. Just plain sick. If you encounter a sick raccoon call the Game Department and they will deal with it: PH: 775-1311. If it's a weekend emergency they can be reached through the State Patrol. Bob Overly of the Game Dept. wants us to know that they now have safe live traps for beaver—if the novelty has worn off. He just trapped a 55 lb. female in Bellevue with the new trap. They will capture them and take them out to the wilds. PS: Beaver are rodents and do not catch distemper.

DRIP-DRIP-DRIP: Well that's it for the waterlog until El Nino or one of the air/water currents brings back some warm weather. If you have news to contribute, call me at: 322-4536 (I'm still hoping one of you will photograph the beaver). It's not sunny, and I'm cranky, blame it on El Nino. **BYE.**



Sheri Lockwood, left, and Gail Hartman look over the impressive array of items which were put up for sale at the Association's 2nd annual auction last November. \$10,240.00 was raised at the event. A good time was had by all 300 people who attended. Thanks to Jann McFarland, Linda Knight, and all the people who worked so hard to make the auction a success.



Photo by Bill Keasler

For several years the Association has relied on Jim Knight and the Finance Committee to organize its fundraisers. We owe them our gratitude and our active participation. They would welcome any time you have to give. Attending a meeting on the upcoming Tour of Homes were, top row from left: Jann McFarland, Lois Loontgens, Tom Haslett; bottom: Sandy Oellien, Ann LeVasseur, Jim Knight, Linda Knight.

Legislation Costs \$\$\$

The Association needs dollars. Passing effective legislation and defending our property rights in court are expensive undertakings. If you live in or own a floating home, we can probably show you a way the Association saved you money this past year.

Tax deductible 13th month contribution checks can be made out to "Floating Homes/CSCCF". Dues are *not* tax deductible and should be paid directly to the "Floating Home Association". Send both kinds of checks to 2329 Fairview East, 98102. Please contribute today.

Thanks to our fall/winter contributors:

13th MONTH CLUB: Keith Magnuson, Mike & Sherre Roberts, Stan Clark, Ivan Weiss, Greg & Carol Smith, Betty-ann Morse, Raymond Woods, Terry Pettus, Roger & Nancy Johnson, Nancy Cox, Art Heminway, Gina & Gary Chinn, Linda Caine, James Wandesford, Pete Walker, Leonard & Marie Johnston, Houseboat Dock 2025 Fairview, Bob & Diana Forman, Robert & Lynette McPake, Mary Ann Harvey, Jane Evanson, Jim & Linda Knight, Mary Gey, Bruce Gilbert, John Pursell, Barbara & Elmer Nelson, Rob & Peggy Anglin, Peter Erickson, Beth Means, Ken Hartung, "Dox" 2235 Fairview, Robert Marritz, Friend Dickson, George R. Merriel, Robert C. McConnell, August Piper, Jean Dornbush, Doug Martin, Amelia Schulz, Lucy Ried, Paul Rerucha, Juliette Sauvage, Waunetta Southern, David & Doris Scott, Tom Haslett, Frank Chesley, Michael Dash, Porter & Sadie Loomis, Lois Loontgens, Joe & Sarah Hall, Doris & Michael Taylor, John & Louise Davidson, Jean Butler, Robert Rudine, Susan Mucklestone, Charles Ying, Ernest & Marti Lewis, James & Mary Carlson, Anne & Erick Pollack, Arthur & Delores Goodfellow, Cynthia Phelps, Bill & Caryl Keasler, Tom Susor, Pam Chelgren, David Sullivan, Betty & Herb Sigmund, Paul Bernstein, Kathy Rossi, C. William Korbonits, John & Judith Runstad.

OTHER CONTRIBUTORS: Jack & Eileen MacIntyre, Bob & Dixie Pintler, Julia Forbes, Ed Waddington, House Boat Harbor, William Burke, Barbara Seeber, Marilyn Perry, Gloria Welch, Martha Rubicam, Larry Clayton, Ann Birnbaum, Buff & Pat Hansen, Joe Grossruck, Mary Sipe, M.E. Dederer, Fred & Louise Pittenger, Samuel Seymour, E.M. & Barbara Sterling, Robert & Joanne Harris, Edith Fairhall, Owen & Brennan Haselton, Allison Agencies—Don Hart, Ester Carhart, Tom & Peggy Stockley, Katherine & Michael Schick, Jim Mason, Claire Tangvald, John Lindahl, Michael Tutty, Bob & Elaine Schroeder, Robert & Derith Sherensky, Burt & Helen Nelson, Jane Hyde, Marie Ackley, Elias Schultz, Rosemarie Parker.

Members Vote for Dues, New Executive Committee

About a hundred people attended the Association's 22nd Annual Membership Meeting which was held in St. Patrick's Church Parish Hall.

Reports on the Association's accomplishments this year in Olympia were given by Lobbyist Barbara Vanderkolk and Rep. Janice Niemi, D-43. Both played key roles in the passage of tax and state land legislation during this spring's session.

Jim Knight, chairman of the Association's Finance Committee, congratulated everyone on a remarkable \$40,000.00 fundraising effort last year. He also pointed out, however, that to pay off debts currently outstanding we need another year equally successful. He challenged everyone to rise to the task which, he said, is made more difficult by our recent successes.

Terry Pettus observed that this was a year of unprecedented achievement for the Association, but cautioned against now letting down too far. He recalled that the old Floating Home Owners Association won a single battle with the city government in the fifties, celebrated for a while, then drifted apart. When the war was renewed in the sixties, the organization was gone. "We must be constantly on guard!" he said, "because we live on the lake by the grace of government. What the government gives, the government can take away."

The membership passed a resolution raising dues to \$36.00 per year for regular households, \$24.00 for retired, and \$12.00 for associate members. The dues should now cover the Association's basic office expenses.

This year's Executive Committee was elected to set Association policy and to oversee activities through next spring. Committee members are: Bill Keasler, president; Laren Ambrose, vice-president; Karen King, recording secretary; Sherre Roberts, treasurer; Barbara Nelson, Ellen Hansen, Mike Roberts and Mary Gey, trustees; Jann McFarland, Phil Webber, Barbara LeFebvre, Beth Means, Joe Hall and Sarah Jarvis, members-at-large.

Houseboat Tour of Homes—May 20

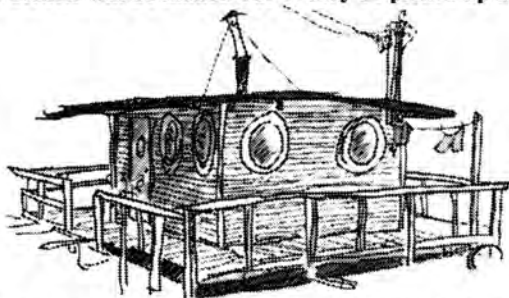
Photo by Phil Webber



The fourth annual Houseboat Tour is set for Sunday, May 20, with seven houseboats and docks on view along Fairview East, a walking tour of about a mile. As usual, six cruises are scheduled on ISLANDER to leave from Ivar's parking lot hourly on the hour (beginning at 11 a.m. and ending at 4 p.m.). Passengers will disembark at The Landing restaurant and will return from there to Ivar's on any of six trips departing from 12:40 on. Reservations must be made for trips from Ivar's. Light refreshments will be served on ISLANDER.

Houseboats to be toured include those of Jim Mason and Clair Tangvald, Bob McConnell, Peter and Brigitte Erickson, Tom Susor and Pam Chelgren, Sue Drum, and Pat Fay. All the boats range in age and remodelling ingenuity, space and views.

Tickets are \$12.00 and include everything except, of course, meals at the two restaurants. For your convenience in ordering tickets, the form printed below can be clipped out and mailed along with your check to the Floating Homes Association, 2329 Fairview Avenue East, Seattle, WA, 98102. Tickets will be mailed out or may be picked up at the office. Phone 325-1132 for more information.



FOURTH ANNUAL HOUSEBOAT DAY

I would like _____ tickets at \$12.00 each. Enclosed is a check for \$_____. Make checks payable to Floating Homes Association, Inc. Please indicate 'Hsbt Tour' on check). My first, second and third choices for the tours are:

11 _____ Noon _____ 1 PM _____ 2 PM _____ 3 PM _____ 4 PM _____

Send tickets to:

Name _____ Phone _____

Street Address _____

City _____ State _____ Zip Code _____

ORDINANCE 111526

AN ORDINANCE relating to floating homes, regulating the eviction of floating homes from their moorages, establishing a procedure for review and regulation of moorage fee increases, and repealing Ordinance 109280, as amended.

WHEREAS, federal, state and local legislation concerning shorelands has had the effect of limiting the number of available floating home moorage sites and has resulted in a situation in which every available floating home moorage within the City is occupied, no additional moorages are available, and there is little prospect that new floating home moorages will be developed; and

WHEREAS, floating homes are a unique part of the environment and life of The City of Seattle, owner-occupied floating homes are a desirable and indispensable part of the floating home community, and some regulation of moorage relationships is needed to preserve floating homes and to maintain the public peace and safety; and

WHEREAS, the City has contributed to the ability of moorage owners to engage in the business of providing floating home moorage, and to realize continuing and increasing income therefrom, by permitting moorage owners to utilize submerged City street ends and by permitting an intensity of use not in conformity with present environmental laws, and the State of Washington has contributed to the said ability by leasing submerged lands to moorage owners, for the purpose of providing rental moorage, at legislatively-controlled rates; and

WHEREAS, the ownership of a floating home requires a substantial investment; the required removal of a floating home from its moorage, when no other moorage is available, reduces the value of such property to its value as scrap; and moorage owners, in the absence of regulation by the City, would have the power to destroy the value of floating homes, and to exact unfair and exorbitant rentals and lease terms from floating home owners, through the issuance of eviction notices; and

WHEREAS, floating homes, when evicted from their moorages, usually cannot be relocated which results in their being abandoned in street ends or the waterway where they become public nuisances and hazards to navigation; and

WHEREAS, in order to permit the floating home community to survive, and to protect the property rights of both floating home owners and moorage owners and to protect the public's interest in maintaining the City's waterways free from obstructions, it is necessary that the City assure by legislation that moorage owners earn reasonable returns and floating home owners pay reasonable rates for moorage, and that the eviction of floating homes from their moorages be reasonably regulated; and

WHEREAS, in order to assure that the provisions of this ordinance are not circumvented it is necessary to require, in those instances where an eviction is to be carried out to permit the moorage owner to put the moorage site to a use other than moorage rental for a floating home owned by another, that certain steps be taken by the moorage owner in advance of the eviction to establish that the vacated site will in fact be put to such other use; and

WHEREAS, this Ordinance is hereby determined to be necessary to promote the public health and the general welfare; to be directly and immediately related to the floating home moorage problems which it addresses; to regulate the appropriate classes of businesses, persons, and conduct; and to be reasonable, and not unduly prohibitory or confiscatory, in all respects; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

SECTION 1. Statement of Purpose. The purpose of this ordinance shall be to prevent the eviction of floating homes from floating home moorages through arbitrary actions or unreasonable rent increases, while preserving to moorage owners substantial benefits deriving from their property rights.

SECTION 2. The following terms used in this ordinance shall have the meanings set forth below:

CONSUMER PRICE INDEX—The Consumer Price Index for all urban consumers (CPI-U) for the Seattle-Everett area, as compiled by the United States Department of Labor, Bureau of Labor Statistics.

FLOATING HOME—A building on a float used in whole or in part for human habitation as a single-family dwelling, which is moored, anchored or otherwise secured in waters within the City limits.

FLOATING HOME MOORAGE, OR MOORAGE—A waterfront facility for the moorage of one or more floating homes, and the land and water premises on which such facility is located.

FLOATING HOME MOORAGE OWNER, or MOORAGE OWNER—Any person or group who owns in fee or who has a leasehold interest in an entire floating home moorage facility.

HEARING EXAMINER—The Office of Hearing Examiner as established by Ordinance No. 102228.

MOORAGE FEE—The periodic payment for the use of a floating home moorage site.

MOORAGE SITE—A part of a floating home moorage, located over water, and designed to accommodate one floating home.

SECTION 3. It is unlawful for a floating home moorage owner or operator to give notice to a floating home owner to remove his or her floating home from its moorage site, or to attempt to evict or complete the eviction of a floating home from its moorage site even though notice to remove such floating home from its moorage site was given to the owner of such floating home prior to the effective date of the ordinance modified in this chapter, except for the following reasons:

A. The floating home owner fails to pay the moorage fee which he or she is legally obligated to pay;

B. The floating home owner refuses or otherwise fails to comply with reasonable written terms or conditions of tenancy, other than the obligation to surrender possession of the floating home moorage site, after service of a written notice to comply or vacate as provided by RCW 59.12.030(4). Moorage owners may require written acknowledgement by floating home owners of such terms and conditions. Such acknowledgement shall not constitute approval of or agreement by the floating home owner with such terms and conditions, nor shall it constitute an acknowledgement by the floating home owner that such terms or conditions are reasonable or the same as those required of similarly situated floating homes. Except for moorage fees, similarly situated floating homes within a floating home moorage shall be subject to the same moorage terms and conditions.

Floating home owners shall be given thirty days written notice in advance of any new term or condition. No floating home owner shall be evicted for failure to comply with a term or condition not uniformly applied, unless the floating home owner has specifically agreed to the term or condition in writing;

C. The floating home owner repeatedly violates the same term or condition of tenancy and has received three or more notices to comply or vacate, as provided in Subsection B, for the same violation in a twelve-month period;

D. The floating home owner, after receiving written notice of objection from the floating home moorage owner or operator, fails to abate a nuisance on such person's floating home, or causes substantial damage to the floating home moorage property, or substantially interferes with the comfort, safety or enjoyment of other floating home owners at the floating home moorage;

E. The floating home moorage owner or operator elects to change the use of the moorage site to a permitted commercial use other than a floating home moorage and gives at least six months advance written notice to the owner of the floating home moored at the site to vacate the site, provided that: (1) such demand for removal is not contrary to any existing valid agreement between the moorage owner or operator and the floating home owner; and (2) the moorage owner or operator, prior to eviction, manifests the determination to change the use of the property to use other than that of a floating home moorage site by obtaining all permits which are necessary to change the use to which the property is devoted, including but not limited to any shoreline substantial development permits and building permits which may be required, and by taking one or more of the following actions:

- (a) Entering into one or more contracts or leases with new tenants or users for the new use of the property;
- (b) Obtaining financing for the purpose of paying all or a substantial portion of the cost of converting the property to the new use;
- (c) Taking any other action which reasonably demonstrates that the moorage site will in fact be converted to the new use;

F. The floating home moorage owner or operator elects to use the moorage site as the moorage for a floating home to be rented or sold to others by the moorage owner or operator, and gives at least six months advance written notice to the owner of the floating home moored at the site to vacate the site, provided that: (1) such demand for removal is not contrary to any existing valid agreement between the moorage owner or operator and the floating home owner; (2) the floating home which is to be evicted is not regularly occupied by its owner as his or her primary place of residence for at least 90 days immediately prior to the date that the site is to be vacated; and (3) the moorage owner or operator, prior to eviction, manifests the determination to use the moorage site as the moorage for a floating home to be rented or sold by him or her to others by obtaining all permits which are necessary to move a floating home to the site or construct one at the site, and by taking one or more of the following actions:

- (a) Acquiring or constructing a rental floating home for use at the site, or designating for rental use at the site a floating home already owned by him or her;
- (b) Obtaining financing from a lending institution or from other sources to pay all or a substantial portion of the cost of construction;
- (c) Taking any other action which reasonably demonstrates that the moorage site will in fact be used as the moorage for a floating home to be rented or sold by him or her to others;

A floating home shall be deemed regularly occupied by its owner within the meaning of this subsection notwithstanding temporary absences not to exceed twenty-four months in any five-year period, if the conduct of the floating home owner is at all time consistent with the intention to continue maintaining the floating home as his or her primary place of residence; or

G. The floating home moorage owner elects to use the moorage site as the moorage for a floating home to be occupied as his or her personal residence, and gives at least six months advance written notice to the owner of the floating home moored at the site to vacate the site, provided that: (1) such demand for removal is not contrary to any existing valid agreement between the moorage owner or operator and such floating home owner; and (2) the moorage owner prior to eviction, manifests the determination to use the moorage site for the stated purpose by obtaining all applicable permits required by law and by taking one or more of the following actions:

- (a) Acquiring a floating home for use at the site, or designating for use at the site a floating home already owned by him or her;
- (b) Obtaining financing for the purpose of paying all or a substantial portion of the cost of construction;
- (c) Taking any other action which reasonably demonstrates that the moorage site will in fact be used for the stated purpose.

H. The floating home moorage owner or operator elects to convert the entire moorage facility to a non-commercial use and gives at least six months advance written notice to the owners of the floating homes moored at the facility to vacate their moorage sites, provided that: (1) such demand for removal is not contrary to any existing valid agreement between the moorage owner or operator and any such floating home owner; and (2) the moorage owner or operator, prior to eviction, manifests the determination to use the moorage site for the stated non-commercial use by:

- (a) Obtaining all permits required by law for the proposed use; and
- (b) Filing with the City Director of Construction and Land Use a sworn statement explaining the nature of the proposed non-commercial use. For the purpose of this subsection "non-commercial use" means any use, other than one provided for in subsection 3G, which is neither directly nor indirectly remunerative, and which does not involve the use of the moorage in connection with any business, whether such use is compensated or not.

SECTION 4. A moorage owner seeking the eviction of a floating home for any reason other than those specified in Subsection 3A, 3B, 3C and 3D hereof shall give the floating home owner written notice at least six months prior to the demanded date of removal of the floating home, and shall state in the notice the reason for the intended eviction.

Section 5. Any notice to vacate a floating home moorage site issued under color of Subsection 3E, 3F, 3G or 3H hereof, but issued in bad faith and not for the purpose expressed, shall be null and void and the issuer thereof shall be subject to the remedies and sanctions provided in Section 15 of this Ordinance.

Section 6. The owner or operator of a floating home moorage shall not take or threaten to take reprisals or retaliatory action against a floating home owner because of any good faith exercise of such floating home owner's legal rights in relation to his or her floating home.

"Reprisal or retaliatory action" within the meaning of this section shall mean and include but not be limited to any of the following actions by the floating home moorage owner or operator when such actions are initiated primarily because of the floating home owner's assertion or enforcement of rights or remedies provided by this Ordinance or any other applicable ordinance, statute, regulation or rule of law: (1) demanding removal of the floating home from its moorage site; (2) increasing the moorage fee required of the floating home owner; (3) reducing services to the floating home owner; (4) increasing the obligations of the floating home owner; and (5) otherwise interfering with the quiet enjoyment of the floating home.

SECTION 7A. A moorage owner seeking a moorage fee increase shall give the floating home owners affected thereby a written notice, at least thirty days before the increase will go into effect, stating the amount of the increase, financial computations demonstrating the need for the increase, and the effective date of the increase.

B. If at least one-half of the floating home moorage site lessees in a floating home moorage, excluding the moorage owner and those who have an ownership interest in the moorage, who are subject to a moorage fee increase in the same percentage amount (plus or minus one percentage point) believe that the demanded fee increase is unreasonable, they may collectively file a petition for review with the Hearing Examiner. The petition shall be in the form of a sworn statement which shall: (1) be signed by each petitioning moorage site lessee; (2) list separately the name and floating home address of each such moorage site lessee; and (3) include a statement of the intention of each moorage site lessee to contest the proposed moorage fee increase. In determining whether at least half of those affected have petitioned only one signature per moorage site will be counted. The petition shall be filed within fifteen days of receipt of written notification of the moorage fee increase. The person or persons filing a petition for review shall pay a filing fee of Twenty-five Dollars (\$25.00) per petitioner, with a maximum fee of Seventy-five Dollars (\$75.00), to the city Treasurer, which fee shall be refunded if no hearing is required. The Hearing Examiner may consolidate the petitions contesting moorage fee increases at the same moorage.

C. The Hearing Examiner's review shall to the extent possible be based upon written memoranda, sworn statements, and affidavits submitted by the parties. The moorage owner shall, as soon after the filing of the petition as practicable, file with the Hearing Examiner and serve upon the petitioning floating home moorage site lessees or their representative, a memorandum and any necessary affidavits or sworn statements in support of the proposed increase. The floating home moorage site lessees shall submit a responsive memorandum and affidavits within fifteen days of receipt of the moorage owners' submission. The Hearing Examiner shall review the memoranda, affidavits, and sworn statements and advise the parties in writing of: (1) the legal and factual issues to be resolved; (2) the time and place for the hearing; and (3) the length of time that each party will have to present his or her case. In connection with such review the Hearing Examiner may require any party to the proceedings to provide any information needed to determine whether the demanded moorage fee increase is reasonable. Either party's failure to provide information requested by the Hearing Examiner may, at the Hearing Examiner's discretion, result in a finding or findings against the party refusing to provide the information as regards facts that could be proved or disproved by the requested information.

D. The Hearing Examiner shall find whether that portion of the proposed moorage fee increase which is in excess of that permitted in Section 8, or an increase in a lesser amount, or no increase in excess of that permitted in Section 8, is necessary to assure a fair and reasonable return to the moorage owner and shall order such increase as is found necessary to assure a fair and reasonable return. In making the determination, the Hearing Examiner, in addition to any other factors deemed relevant, shall consider the following factors: (1) increases or decreases since the last moorage fee increase in the expenses of operation and maintenance of the floating home moorage; provided, that such expenses are for services, repairs, property maintenance, or any other expenses which are reasonable and necessary for the continued operation of a floating home moorage; (2) the reasonable costs of capital improvements since the last moorage fee increase to the floating home moorage property which benefit the floating home owners occupying moorage sites at the floating home moorage; (3) increases or decreases since the last moorage fee in necessary or desirable services furnished by the floating home moorage owner or operator where such increased or decreased services affect the person or persons initiating the fact-finding proceedings; (4) substantial deterioration since the last moorage fee increase in the facilities provided for the occupants of moorage sites at such floating home moorage due to failure of the moorage owner or operator to perform ordinary repairs, replacement and maintenance of the floating home moorage property and improvements; (5) comparability with moorage fees charges for other floating home moorage sites in the City; and (6) a reasonable return on leased land.

E. No contested moorage fee increase shall take effect until approved by the Hearing Examiner's written decision; provided that the moorage owner or operator may recover retroactively from the date of the notice of the increase, with interest at the prevailing rate for United States Treasury bills on the date of the decision, such increases as are found reasonable by the Hearing Examiner. It shall be unlawful for a moorage owner or operator to demand, charge, or collect any moorage fee in excess of the amount approved by the Hearing Examiner for a period of one year from the effective date of any permitted fee increase, unless the moorage owner can show either that extraordinary damage to the moorage occurring after the decision has necessitated cost increases which make it impossible to realize a reasonable return without a fee increase, or that the floating home owner has rented the floating home to another at a profit; provided, that moorage owners may increase fees in the amount of any increases in state lease or City license fees whenever such increases are incurred, and may increase fees for the purpose of recovering the costs of capital improvements authorized by Section 8 of this ordinance whenever such improvements are required. Any fee increase necessitated by extraordinary damage shall be subject to Hearing Examiner review whenever such review is requested by at least one-half of the floating home moorage site lessees affected, any other provision in this ordinance to the contrary notwithstanding.

SECTION 8. A. Moorage owners or operators shall be permitted to increase the moorage fee demanded of a floating home owner without fact-finding in an amount not exceeding: (1) the CPI factor; (2) the floating home owner's proportional share of increased state land lease fees and city street use or other permit fees incurred by the moorage owner which benefit floating home owners and result in increased operating expenses; and (3) the floating home owner's proportional share of reasonable costs to be incurred to replace substandard or defective bulkheads, floats, piling, piers and utility services; provided, that the costs of such improvements shall be recovered evenly over a period of not less than five years, and such increases shall be for no longer than is reasonably required to recover the cost of such improvements, including one-half of the interest on any loans to be incurred by the moorage owner to pay for the improvements. When the costs of such improvements are recovered, the moorage fee shall be reduced accordingly. Moorage fee increases attributable to the cost increases listed above may not be assessed until actually incurred. Before assessing any fee increase, moorage owners shall provide floating home owners notice of the proposed increase which shall explain the specific reasons for the increase and the apportionment formula used. When an increase is necessitated by the cost of an improvement described in Subsection 8A(3) above, the notice shall include a detailed description of the improvement and its useful life, and shall state the anticipated amount of the monthly increase in the floating home owner's moorage fee and the number of months that the increase will remain in effect. Within fifteen days of receiving a notice of a proposed fee increase for improvements to be made pursuant to this section, the affected floating home moorage site lessees may petition the Hearing Examiner for review of the proposed increase. The petition must be signed by at least fifty percent (50%) of the floating home moorage site lessees affected by the increase and shall satisfy the petition requirements described in Section 7B of this Ordinance. The hearing shall be conducted pursuant to the procedure described in Sections 7B and 7C of this Ordinance. The Hearing Examiner shall determine whether the capital improvements costs are reasonable and whether the monthly fee increases and/or amortization periods are reasonable. When the actual cost of an improvement exceeds the anticipated cost of the improvement, the moorage owner may, with the approval of fifty per cent (50%) of the affected floating home owners, increase moorage fees in an amount greater than previously approved or agreed upon, or the moorage owner may, after completion of the improvement, petition the Hearing Examiner for permission to increase fees to recover actual expenses. Any hearing requested shall be conducted pursuant to Section 7C of this Ordinance.

B. The CPI factor for a floating home moorage shall be determined by multiplying the percentage increase in the CPI since the last moorage fee increase by the current moorage fee, excluding from the fee any amounts assessed pursuant to subsections A(2) and A(3) of this Section 8, and by

multiplying the product thereof by a fraction, the numerator of which shall be the number of square feet of land at the subject moorage owned by the moorage owner or leased from a private, nongovernmental owner and the denominator of which shall be the total number of square feet of land in the moorage (privately-owned or leased land plus land leased from or licensed by any governmental entity).

SECTION 9. No later than seven days after submitting a petition for review pursuant to Section 7 of this Ordinance, each petitioning floating home owner shall, individually or as a group, submit to the moorage owner a written offer stating the amount of increase in the moorage fee that the floating home owner or owners believe to be reasonable. The moorage owner shall, within five days of receiving the offer, accept or reject it in writing or make a counter offer. Within three days of receiving the counter offer the floating home owner shall deliver to the moorage owner, in writing, a final offer, a photographic copy of which shall be simultaneously delivered to the Hearing Examiner. The envelope containing the photographic copy shall be clearly marked "Final Offer of Floating Home Owner" and shall indicate the name of the person or persons submitting the offer. Within three days of receiving the floating home owner's final offer the moorage owner shall deliver to the floating home owner, in writing, a final offer, a photographic copy of which shall be simultaneously delivered to the Hearing Examiner in an envelope clearly marked "Final Offer of Moorage Owner" and shall indicate the name of the person or persons submitting the offer. Any party who fails to submit a final offer in a timely fashion shall not be entitled to an award of attorney's fees. The Hearing Examiner shall not open the envelopes until after the written review decision has been mailed to the parties. After mailing the decision, the Hearing Examiner shall examine the offers and shall assess reasonable attorney fees: (1) against the moorage owner or operator if the moorage fee increase permitted is equal to or less than the floating home owner's offer, or (2) against the floating home owner(s) if the permitted increase is equal to or greater than the moorage owner's offer. In all other cases each party shall bear his or her own attorney fees. The award of attorney fees shall be made in a separate decision by the Hearing Examiner. Any party who fails to pay assessed attorney fees within 60 days of the Hearing Examiner's decision shall be subject to the enforcement penalties provided in Section 15 of this ordinance.

SECTION 10. The moorage fee for a floating home rented by its owner to another shall be either (1) that portion, if any, of any profit obtained through such rental (net of the floating home owner's actual expenses and outlays including but not limited to utilities, maintenance, one-half of any interest payments, and reasonable depreciation on investment) which reasonably should be attributed to sub-rental of the moorage site as distinguished from rental of the floating home itself, or (2) the moorage fee otherwise permitted by this Ordinance, whichever is greater. In the event of disagreement between the floating home owner and the moorage owner as to the correct moorage fee for a site occupied by a rented houseboat then both parties jointly may apply to the Hearing Examiner for a decision, and the decision shall be made under the procedure described in Section 7 of this Ordinance. The moorage owner shall be provided a written statement of the rental rate charged the tenant by the floating home owner, which statement shall be executed by both the floating home owner and the tenant. The moorage owner thereafter shall be provided a copy of any rental fee increase notices given the tenant, or oral notice of such increases if written notice to the tenant is not provided. Should a floating home owner fail to provide timely notice to the moorage owner of a fee increase, or knowingly misrepresent the amount of rent charged, the floating home owner shall pay to the moorage owner, as an additional moorage fee, a sum equal to twice the amount of any moorage fee increase received from the tenant from the date of the increase until the date that notice was given.

SECTION 11. The provisions of this Ordinance may be waived by moorage owners and floating home owners provided that such waiver is done voluntarily and with knowledge of the waiver in a written lease and provided further that such waiver shall be valid for no longer than the term of the lease.

SECTION 12. It is unlawful to sell, lease or rent a floating home or moorage facility without advising the prospective purchaser, lessee, or renter, in writing of the existence of this ordinance, and it is unlawful to fail to provide the owner or operator of a floating home moorage with written notice of a proposed change in occupancy, sale, or rental of a floating home located at the moorage at least fifteen days in advance of the proposed change in occupancy.

SECTION 13. The City Council hereby declares its intension that the provisions of this Ordinance shall be construed and applied as a continuation of the provisions of Ordinance 109280, as amended, insofar as applicable, and the repeal of the said Ordinance by this Ordinance shall not be construed as affecting such continuous application.

SECTION 14. The provisions of this Ordinance are declared to be separate and severable and the invalidity of any clause, sentence, paragraph, subdivision, section, phrase, or portion of this Ordinance, or of any section, subsection or portion thereof, shall not affect the validity of the remainder of this Ordinance or the validity of its application, or of the application of any other section, subsection, phrase, or portion hereof, to any persons or circumstances.

SECTION 15. Commission of any of the acts made unlawful by the provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10 or 12 of this Ordinance, or the intentional misrepresentation of any material fact in any statement required by this Ordinance, shall entitle persons injured thereby to recover actual damages incurred as a result of the violation or misrepresentation; shall be available as a ground for injunctive relief and as a defense in actions concerning the right to possession, where appropriate; and shall constitute a violation subject to the provisions of Chapter 12A.01 and Chapter 12A.02 of the Seattle Criminal Code, and any person convicted thereof may be punished by a civil fine or forfeiture not to exceed Five Hundred Dollars (\$500.00). Each week's violation shall constitute a separate offense.

SECTION 16. Ordinance 109280 and its amendments, Ordinances 109986, 111184, and 111413, are hereby repealed.

SECTION 17. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city chart.

Passed by the City Council the 23rd day of January, 1984, and signed by me in open session in authentication of its passage this 23rd day of January, 1984.

Approved by me this 27th day of January, 1984.

Filed by me this 27th day of January, 1984.

(Seal)

Published

Reprint courtesy of the Floating Homes Association.

NORMAN B. RICE
President of the City Council.

CHARLES ROYER
Mayor.

Attest: TIM HILL
City Comptroller and City Clerk.
By THERESA DUNBAR
Deputy Clerk.