

"We insist that the property rights in our floating homes be accorded the protection guaranteed all property by the Federal and State Constitutions." Floating Homes Association Policy Statement.



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ANOTHER BIG STEP TOWARDS FLOATING HOME SECURITY

The Seattle City Council has moved to plug the gaping hole punched in the eviction section of the Equity Ordinance by a Supreme Court decision last October. By a vote of 5 to 4, the Council accepted the Floating Homes Association's proposal calling for compensation for damages to a homeowner whose site is claimed by a moorage owner for his residence. This action was the culmination of several months of effort by the Council's Urban Development and Housing Committee and the Association to forge an equitable solution to the problem in the Ordinance identified by the Court.

The Court decision was in response to a challenge by moorage owner Ken Kennedy to the constitutionality of the original Equity Ordinance passed in 1977. The Court's opinion actually upheld nearly all the Ordinance's provisions and confirmed the right of the City to regulate the de facto monopoly on moorage sites created by governmental policies at the municipal, state and federal levels. The section of the Ordinance dealing with evictions, however, was declared unconstitutional by the Court.

The eviction section required a moorage owner wishing to move his residence onto a site already occupied by someone else's floating home to find another legal site in the City for the displaced homeowner. Since all legal sites are occupied, the Court found this requirement to be "impossible" in the general case. Lacking a means for the moorage owner to move onto his dock, the entire section on evictions was deemed insufficient and, therefore, unconstitutional. Because the language of the eviction section in the new Ordinance passed this summer is virtually identical to that ruled unconstitutional in the old Ordinance, floating home owners found themselves effectively without any statutory protections against evictions.

City Council President Paul Kraabel, recognizing the potential for disaster in this situation, took the initiative by calling a

(Continued on page four)

Meet The Champions



Sandra Oellien (left) salutes Dixie Pintler as the winner in their friendly Holiday Cruise ticket selling contest. Dixie came in first with 53 tickets sold to Sandra's 38. The annual event netted the Legal Fund \$2,500. Sandra heads the arrangement committee for the summer cruise aboard the historic steamer Virginia V on July 18th.

Membership Meeting St. Patrick's Wed. April 22nd

Eviction Threat Used To Acquire Houseboats

How a moorage owner used the threat of eviction to acquire floating homes at far below market prices, was outlined in a letter to the City Council by Attorney Paul F. Seligman. Seligman wrote on behalf of Juliette Sauvage of 3003 Fuhrman and in support of protective legislation sponsored by the Floating Homes Association.

The moorage, with two floating homes, is owned by Dr. Albert Lee, a retired physician. In recent years, the attorney wrote, Ms. Sauvage has been subjected to a series of moorage increases and eviction notices. At one time the moorage demanded was jumped from \$80.00 to \$462.50 monthly.

"Currently Ms. Sauvage's monthly moorage is \$200," the attorney wrote. "In August, 1980 Dr. Lee served an eviction notice upon the owner of the other houseboat on the dock, Mary Evelyn Eckford. Ms. Eckford did not have sufficient funds to fight the eviction and therefore accepted Dr. Lee's offer of \$20,000 for the purchase of her houseboat. The fair market value of this houseboat was around \$50,000. On November 26, 1980, as the result of the *Kennedy* decision, Dr. Lee served upon Juliette Sauvage a Notice to Terminate and Vacate Premises.

Dr. Lee indicated in this eviction notice that his son, James A. Lee intended to occupy the moorage space at which Ms. Sauvage's houseboat is now placed. Dr. Lee implied that he would be willing to purchase Juliette Sauvage's houseboat "for around \$20,000 to \$30,000." The fair market value of Ms. Sauvage's houseboat is approximately \$70,000. Dr. Lee indicated that if Ms. Sauvage did not agree to this purchase he would evict her houseboat and replace it with another houseboat that currently has no moorage space.

Moorage Fee Dispute Board Now In Place

The moorage fee Disputes Resolution Board finally became a reality with the City Council's confirmation of members nominated by Mayor Charles Royer. This clears the way for hearings which have been held up by delays in forming the board. The amended ordinance, passed in August, requires that a disputed moorage fee be considered by the Board in an attempt to arrive at a voluntary solution. Only if this attempt fails can a case be presented to the Hearing Examiner for a binding decision.

The ordinance calls for a seven member board consisting of three floating home owners, three moorage owners, and one person to chair the board who is neither of these. Chairing the board will be Martin Blum, former director of the Citizen Dispute Settlement Project which attempts to settle disputes headed for Small Claims Court. Floating home owners are Robert Kapp, 2035 Fairview, George Yeannakis, 2235 Fairview, and Marilyn Perry, 2812 Westlake. Moorage owners are Gladys Mattson, 3136 Portage Bay Place, David Keyes, 2339 Fairview, and Tony Johnson, 3226 Portage Bay Place. Board members serve without pay.

Last fall, administration of the Equity Ordinance was shifted from the Department of Community Development to the new Department of Construction and Land Use. Katy Chaney of that office coordinated the effort to create the new Disputes Resolution Board. The Floating Home Association and moorage owners were asked to assist by suggesting names.



"There is no better repository for power than the people."
Thomas Jefferson.



You Have Rights: Use Them!

If you were served with a summons for unlawful detainer (eviction) from your moorage owner would you know what to do? Would you sign unreasonable moorage rules? How would you respond to a moorage fee increase?

Many floating homes owners have had to deal with these problems over the past year. Although each dock situation is different, depending largely on the number of people involved and the reasonableness of the moorage owner, a few general rules have evolved from trial and error experience in dealing with demands made by moorage owners.

DON'T PANIC. You are a property owner with rights. Find out what they are before you respond. Do not be pressured into reacting before you feel sure of your position. Do not sign anything unless you are sure of what you are agreeing to. Read the Equity Ordinance. Take time to consult with your neighbors, the Floating Homes Association, a lawyer.

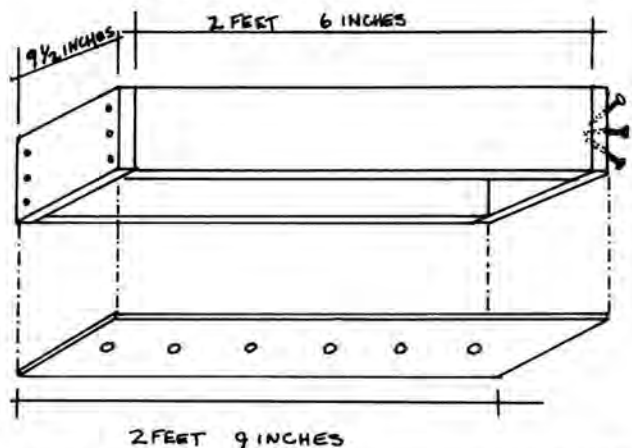
TALK TO YOUR NEIGHBORS. Find out who else is affected. Get together to discuss the situation and decide what to do. Choose one or two spokespersons to communicate the group's questions and decisions to the moorage owner, lawyers, or the Floating Homes Association. Keep in touch with each other and act in unison. In unity there is strength!

TALK TO THE MOORAGE OWNER. Communicate your questions, suggestions, and complaints to the moorage owner in a face-to-face meeting, if at all possible. This will give you the best understanding of his or her intent, and the best opportunity to work out any differences to your mutual agreement. If the problem is not settled, at least you'll know where you stand and why. With this information, you can better decide how to respond.

RESPOND WITHIN LEGAL TIME LIMITS. Start investigating the problem as soon as it occurs. If you set it aside for a week or two you could lose your chance to a legal appeal. A petition for a moorage fee hearing, for example, must be filed within fifteen days of notification.

But the Equity Ordinance does give you some leverage, so you may be able to work out differences with a reasonable moorage owner. If you begin to negotiate as soon as you are ready, you may avoid the courtroom.

It's That Time of Year



From Racine Morton, a friend and carpenter living in Tony Johnson's Portage Bay houseboat, here is timely present for Spring, plans for planter boxes.

Significant Victories Won in 4 Eviction Cases

By Bruce Corker

In two separate decisions King County Superior Court Judges James Bates and Gary Little rejected attempts by three Lake Union moorage owners to carve a gap in the protections of the Equity Ordinance. The decisions reaffirm the validity and enforceability of the comprehensive procedures established by the Ordinance to regulate moorage fee increases.

Moorage owners Mark Freeman, Gordon Jeffery and Frank Granat had brought eviction lawsuits against four floating home owners: Robert Erickson and Neil Peterson (2017 Fairview E.); Alice Joy Vise (2035 Fairview E.); and Jean Riley (2201 Fairview E.). The floating home owners had purchased their homes last year while fact-finding or court proceedings concerning the reasonableness of moorage fee increases were in progress. Each of the floating home owners had made moorage payments in the same amount as the prior owners had been paying, together with an express assurance that they would pay retroactively any increased amounts which might ultimately be determined reasonable by the Hearing Examiner or the courts. The moorage owners refused to accept the moorage checks and brought eviction lawsuits, alleging that the full amount of the demanded increase was immediately due and owing and that the pending fact-finding and court proceedings were not applicable to new purchasers.

Fees Cover Moorage "Site"

In the eviction cases the moorage owners made the following argument: The fact-finding procedures of the Ordinance apply to increases demanded of a particular floating home owner; the initial moorage fee demand made to new purchaser is not an "increase" as to that new purchaser; and, therefore, the Ordinance is not applicable to the moorage fee imposed on a new purchaser of a floating home. The legal brief filed on behalf of moorage owner Mark Freeman stated the moorage owners' position as follows: *"Under the Ordinance, the moorage owner has the right to refuse to recognize a potential tenant until there is an agreement to pay the rent set by the moorage owner."*

On the basis of the clear intent of the Seattle City Council as ex-



Supplies:

- 7 feet of 2 x 6 lumber (Dunn Lumber often has utility stock out in front that you can pick through)
- 12 - 16 penny hot dip box nails
- 3 feet of 1 x 12
- Black plastic - enough to line the planter (i.e. one extra large trash liner)
- 28 galvanized ring shank nails for bottom of planter
- Stain - enough to cover both inside and outside of planter

Directions:

- Measure wood carefully with a carpenter's square one piece at a time. Cut the 7 foot 2 x 6 into two 2'6" sections and two 9 1/2" sections. Cut the 3 foot 1 x 12 into one length 2'9".
- Nail short pieces of wood to ends of longer sections - setting wood on a flat surface when nailing makes things easier. Nail the 1 x 12 to bottom of planter. Drill 1/4" holes in bottom of planter for drainage.
- Stain the entire box - this treats the wood to a certain extent. Line planter with black plastic, making holes in plastic to correspond with drainage holes.
- Use extra wood to make feet under the planter.



Councilmember Randy Revelle, who has been a consistent supporter of the floating homes Equity Ordinance, will not seek reelection. Randy will be a candidate for the Democratic party nomination for King County Executive, the post vacated by John Spellman when he won election as governor.

pressed in the language of the Ordinance, Judge Bates and Judge Little rejected that argument and found that the fact-finding procedures apply to increases demanded for a floating home moorage site, *regardless whether the owner of the floating home occupying that site is a long-time resident or a new purchaser.* Specifically, the judges held that a purchaser of a floating home acquires the protections of a fact-finding proceedings which had been invoked by the previous owner prior to the sale of the floating home.

Rulings May Be Appealed

Attorneys for the moorage owners have indicated that they intend to appeal the Superior Court rulings. *Except for those located on co-op docks, the outcome of the appellate case will have a significant impact on every floating home owner in Seattle.* If the moorage owners were correct in their contention that they may impose increased fees on new purchasers without review of those increases by a fact-finder, the marketability (and value) of floating homes would be significantly reduced. The marketability of a floating home with a \$309.98 monthly moorage fee (the amount demanded by Frank Granat) is significantly less than if the fee were at a reasonable level.

It should also be noted that under the theory advanced by the moorage owners in these lawsuits, the moorage owners could effectively prevent the sale of a floating home to *any* prospective purchaser by demanding, for example, a moorage fee of \$1,500 per month. In such cases there would be a substantial danger of extortionate purchases of floating homes by moorage owners themselves. With no other sale possible, floating home owners would be forced to accept an offer by the moorage owner to purchase the floating home at a price significantly below fair market value.

The importance of the legal issues raised by these lawsuits clearly reaches beyond the four individual floating home owners against whom the eviction cases were brought. The contentions advanced by the moorage owners in these cases are cause for concern to the entire floating homes community.

More On Ordinance

preliminary meeting of interested parties to discuss possible courses of corrective action. It was agreed that the Court's objection was very narrow, applying only to the residence provision, and that any solution should be equally narrow. The impact on the rest of the hard-won Ordinance passed last summer would be minimal.

Two approaches were developed out of this meeting. Both retained the original "swap" provision. To answer the Court's objection, both alternatives also allowed the moorage owner to evict a floating home without finding another site if he wanted to move his residence into the site. They differed, however, in the conditions they imposed on the moorage owner in such a case. The one generated by the City's Law Department established provisions to insure good faith in the moorage owner by setting penalties for renting or selling before a specified time. The other, proposed by the Floating Homes Association, called for compensation for damages to the displaced floating home owner up to the value of the floating home with a site.

In January the Council's Urban Development and Housing Committee, consisting of Kraabel, Chairman Michael Hildt and Norm Rice, convened to hear testimony on the two proposals. James Fearn, of the City Attorney's Office, outlined its proposal saying that it had a greater likelihood of holding up under constitutional challenge. The moorage owners, of course, supported this proposal. Through their representative, Bill Fritz, they counseled caution and delay to "see how the rest of the Ordinance will work." Bill Keasler, president of the Floating Homes Association, argued that the Association's proposal not only met the Supreme Court's objection as well as the Law Department's proposal; but that it also had the critical advantage of being fair, since it recognized the property rights of the floating home owner by providing for compensation against a catastrophic loss.

Chairman Hildt, declaring that "nothing before this Committee is more urgent," called for additional written testimony and scheduled a special meeting of the Committee on Monday, January 19. If all went well, this would allow the Committee final recommendation to go before the full Council the same day.

During this interval, City Attorney Doug Jewett's concern about the impact of the Law Department's proposal on floating home owners grew. While it did provide some disincentives against a moorage owner acting in bad faith, the affected homeowner, regardless of the moorage owner's intentions, stood to lose everything he had invested in his home. However, Mr. Jewett was reluctant to endorse the Floating Homes Association's alternative which, it was claimed, was subject to serious constitutional problems.

Association attorneys Larry Ransom and Bruce Corker had anticipated the constitutional objection to the Association's proposal. They had at hand argument which they felt demonstrated that the compensation for damages concept had at least as good a chance of surviving a constitutional challenge as the Law Department's approach. At a meeting with the Law Department Mr. Jewett agreed.

The only testimony heard at the January 19 meeting was Mr. Jewett's. "There is a subjective continuum regarding the possible constitutionality of any legislation which ranges from the uncomfortable to the certain," he maintained. "The Law Department's proposal may very well be more 'certain' than the Floating Homes Association's. However, based on the policy of the City and the catastrophic impact of losing his home on the homeowner, the City Attorney is prepared to defend the Association's proposal before the State Supreme Court . . ."

With this assurance from the City Attorney, the Committee voted unanimously to recommend passage of the Association's amendment to the Council. Because floating home owners were apparently without any protection against arbitrary eviction an emergency clause was attached. This would require the approval of seven of the nine Council members. After extended debate,



William Keasler has succeeded Julie North as president of the Association. He will be a candidate at the annual election April 22nd. Julie has been in leadership positions for more than ten years as a member of the executive committee, as treasurer and three terms as president.

Here's The Amendment

Following is the full text of the amendment to the Floating Homes Ordinance adopted by the City Council and signed by Mayor Charles Royer on January 26th.

New Subsection (7) of Section 3

(7) Notwithstanding any other provision of this Section, it shall be lawful for a floating home moorage owner to demand the removal of a floating home from a moorage site by giving the floating home owner at least six month's written notice, when the purpose of such demand is to permit the moorage owner to use the moorage site for a floating home which will be occupied by the moorage owner as his or her own residence; provided that such floating home moorage owner either:

(a) locates another lawful floating home moorage site within the city for the displaced floating home, or

(b) agrees in writing to compensate the displaced floating home owner for damages caused by the removal of such floating home from the moorage site, said damages not to exceed the fair market value of the floating home with a moorage site prior to eviction.

later that afternoon, the council split five to four. Favoring the amendment and the emergency clause were Kraabel, Hildt, Rice, Sibonga and Revelle. Opposed were Smith, Williams, Richards and Bensen.

President Kraabel immediately announced that the Association's amendment, without the emergency clause, would be on the Council calendar the following Monday. It passed with the same five-four division. Later that day it was signed into law by Mayor Charles Royer and is now in effect.

Five Voted To Protect Our Floating Homes



Here are four of the five members of the City Council (Randy Revelle is the fifth), who voted for crucial revisions of the floating

home Equity Ordinance. From left: Dolores Sibonga, Norm Rice, Council President Paul Kraabel and Michael Hildt.

William Keasler

Our purpose is to plug a narrow but potentially devastating hole which has been punched in Seattle's Floating Home Ordinance by a recent decision of the Washington State Supreme Court.

Since the Supreme Court decision, uncertainty and fear once again stalks our ranks. We find ourselves in the all too familiar position of being left unprotected and at the mercies of those who control a powerful monopoly created by a complex web of governmental regulations. We must depend on you, the City Council for protection against the huge losses that can be inflicted as a result of this monopoly.

We are not dealing with a simple right and wrong. We are dealing with two rights, two classes of property owners.

We agree that it's only fair that a moorage owner should be able to live on his property. We do not agree that he has the right to destroy someone else's property in order to do so. The Floating Homes Association feels strongly about this point. Our policy position states that: **"We insist that the property rights in our floating homes be accorded the same protections guaranteed all property by the Federal and State Constitutions."**

In this context, the Supreme Court decision can be seen to bear on the ability of one property owner to use his property in a reasonable way. The court's objection is to the fact that swapping moorage sites is the only means available to the moorage owner for gaining a site for his personal residence. Since there are no free sites, this procedure is theoretically impossible in the general case, although we of course know that in the specific case, almost every effort by a moorage owner to occupy a particular site will free up another site.

For the most part those moorage owners who want to live on their docks already do so and have done so for years. Those who have recently announced their intention to move onto the lake appear to have no difficulty finding another site for the floating home they are displacing. This is a non-problem for nearly every moorage owner involved.

However, let us not lose sight of the fact that any impossibility of finding another moorage site applies equally to the floating home owners—but with a critical difference. A moorage owner finds himself inconvenienced but a displaced floating home owner's problem goes far beyond inconvenience. **Faced with the fact that there is no place to moor his home, he is forced to destroy it. This is not an abstraction. It has happened.**

Lawrence Ransom

The proposal of the Floating Homes Association is simple and straight-forward. It does no damage to existing provisions of the floating homes ordinance which were enacted following lengthy, emotional consideration this past summer.

It is the only proposal which recognizes that the interests of two property owners—the moorage owner and the floating home owner—are implicated and it is the only proposal which prevents the infliction of catastrophic loss while at the same time making it possible for a moorage owner to reside at the moorage consistent with the requirements of the *Kennedy v. Seattle* decision.

A critical point must be kept in mind. While the Court has essentially said that a moorage owner has a right to reside at his moorage, the court did not say that it must be easy and cost free and did not say that the right could not be regulated or otherwise constrained in any way. The court said simply that government could not make it *impossible* for the owner to reside at the moorage.

In fact, all government regulation of land use is a constraint on the otherwise free use of property. Yet, extensive land use regulation is routinely upheld by the courts of this state. The Court in *Kennedy v. Seattle* clearly recognized this principle. The regulation must be reasonable, but the Court has said nothing more than that it is not reasonable to make it impossible for a moorage owner to reside at his or her moorage.

Keeping in mind that government regulation has effectively granted to moorage owners a power of condemnation over certain floating homes, it is entirely reasonable—and hence constitutional—for the City Council to grant also the obligations that accompany such power—the obligation to compensate other property owners who are adversely affected by the exercise of the power.



Our proposal leaves intact the wording of the Ordinance passed last summer. We simply add a short subsection which bears only on the case where a moorage owner wants to use a site for his residence. We reiterate the provision for a swap. To satisfy the Supreme Court's concern, we then add a provision for payment of compensation for damages to the displaced floating home owner in the case where another spot cannot be found. Payment of damages is, of course, always possible and thus meets the court's objection.



Association Mailbag

“Only A Heart Beat Away”

To The Association:

Our razor-thin victory of 5-4 in the recent City Council vote should show us that we are only a heart-beat-away from losing our rights to be compensated for the willful destruction of our homes. Four real live people—Sam Smith, Jeanette Williams, George Benson, and Jack Richards—voted against us, although they had been made thoroughly aware that negative votes could mean the destruction of property without compensation.

It is hard to believe that such a Simon Legree mentality could prevail on the Seattle City Council, right in “Liveable Land”, but then a lot of our “liveables,” such as clean air, have been taking a dive lately. Terry Pettus tells me that this attitude on the part of the four horsemen of our threatened apocalypse (Smith, Williams, Benson, and Richards) came about through a devotion to the idea of “real property.” According to this feudal theory, nothing takes precedence in value over “land” or real estate; even a home built on dry land is only an “improvement” to the land. I asked Terry if this meant that the authorities would look the other way if they saw a thief stealing an expensive fur coat or automobile, and at this point our conversation broke down into hysterical laughter, so I didn’t get Terry’s reply.

I personally believe that the ideal solution to our problem would be the condominiumization of our docks, but that is a subject for further exploration. In the meanwhile, we can’t allow apathy to not rear its sluggish and forgetful head. More of us should contribute to our defense funds, in this period of inflation when people resist some of the horde of solicitations which appear every day in our mailboxes—from Greenpeace, the Sierra Club, the Salvation Army, and so forth. As floating home owners, perhaps we will have to follow the attitude of the new presidential establishment in Washington, D.C., and think of ourselves first. Ourselves is the Floating Homes Association. Yes, we do wear many other hats in our diverse community. But while our hearts may be in the highlands with the Sierra Club, or in the high seas with Greenpeace, our pocketbooks are attached in a seam-free cloth to the fate of the Floating Homes Association. Even a modest contribution would help. But, contributions aside, we need to develop and maintain a militant attitude which doesn’t accept the 5-4 council vote as a victory, and be mindful of upcoming court cases. We need to attend Floating Homes Association meetings in greater force, putting these meetings at the top of our priority lists, and therefore getting out more than the one-third of our membership which attended the last general meeting. We need to write letters to the people who can help us. Letter-writing can be fun, So charge! Mariel Strauss

Letter To Council Important

To The Association:

We have written letters to Councilmembers Paul Kraabel, Michael Hildt, Norm Rice, Dolores Sibonga and Randy Revelle thanking them for their concern for the problems of the Floating Homes Association. We wanted them to know how much we appreciated their votes in favor of our amendment to the Equity Ordinance which protects the homes of all of us from arbitrary eviction. We hope that other members will do likewise. Elmer & Barbara Nelson.

ONE WAY OF PUTTING IT: “Reality is for people who can’t face drugs.” Peter Blake, architect, author.

“When we obliterate the places of our past we are insensitive to what we were and disdainful of what, in part, we are.”

John Brademes, Member of Congress



Councilmember Michael Hildt (top) and Daryl Grothaus will be on the program for the membership meeting Wednesday, April 22nd. Hildt is the chairman of the Council’s Housing & Urban Development Committee. Grothaus is regional head of the National Consumer Co-op Bank which is on President Reagan’s hit list.

We now have an answering machine to help us handle telephone calls and provide better response to member’s concerns. If you have information or a question, call and leave a message. We’ll be happy to call you back. The answering machine will provide 24 hour coverage and should benefit everyone.

325-1132 CALL US ANYTIME

Four Moorage Dispute Cases Await Hearings

Now that the Disputes Resolution Board has been named, the new ordinance will soon be exercised by four groups of floating home owners from seven different docks who have filed with the Hearing Examiner for moorage fee hearings. Those docks filing against Gordon Jeffrey, Frank Granat, and the Freeman-Gibson-Jeffrey interests are cases which were first heard under the original Equity Ordinance. Because they all conform to one of the special circumstances specified in Section II, these cases all qualified to be heard under the new ordinance where the decisions are binding. The two docks which comprise the Tenas Chuck moorage of 32 units at 2331-39 Fairview E. are contesting a moorage fee increase levied by new owners, Lakeshore Moorings, Inc. The Tenas Chuck group is the first to make their initial filing under the amended ordinance.

Homeowners at 2031 Fairview are involved in a three-year dispute with owner Gordon Jeffrey. In 1978 and 1979, fact-finders found two separate increases to be unjustified. But Jeffrey tried to collect the second increase anyway, bringing eviction actions against homeowners for non-payment of moorage fees. Floating home owners have been fighting this action through the courts, hoping to have the fact-finder's decision, made as a result of good faith bargaining, upheld as a binding contract. The Superior Court judge ruled in Jeffrey's favor and the case is pending in the Court of Appeals.

In 1980, Jeffrey demanded another increase. Because the new ordinance had been passed by the City Council prior to their hearing, residents knew that they could file to have their case heard under the new, legally binding ordinance. They asked that the scheduled hearing be cancelled, but Jeffrey insisted on holding the hearing anyway. In order to save the legal expenses accrued in a lengthy hearing, homeowners kept their participation in the inconsequential hearing down to a minimum. As expected, the fact-finder found in favor of the moorage owner. Because that hearing was held after August 18, 1980, the new ordinance provides that this case "be subject to a binding review by the Hearing Examiner." The 1979 increase which Jeffrey is trying to collect in defiance of the fact-finder's decision is also subject to a rehearing.

Granat Wants \$309.98

Frank Granat, Jr., dock owner at 2201 Fairview E., has demanded a moorage fee of \$309.98, up \$115 from the present \$195. Since the hearing was not held before August 18, 1980, it was postponed to be heard under the new ordinance.

Last spring, after being granted a moorage fee increase, Granat presented homeowners with a lease and told them to sign or their moorage would go up to more than \$300. The lease included many things the owners couldn't sign, including an agreement to vacate the premises at the end of five years. Although floating home owners spent several months negotiating a lease and did iron out a number of problems, a final agreement was not reached. Homeowners could not agree with Granat on the rate of allowable increases or on what was a fair moorage fee.

Freeman Case To Be Reheard

Floating home owners at 2017, 2019, and 2025 Fairview E., 52 units, have filed against the Freeman-Gibson-Jeffrey group under the Section II provision which says "floating home owners may appeal . . . any moorage fee increase which was found unreasonable by a fact-finder pursuant to Ordinance No. 107012 after June 1, 1979, but which was imposed by the moorage owner despite such finding." The increase exceeds the amount automatically allowed by the new ordinance.

The increase was deemed unreasonable in a January, 1980, fact-finding. Residents have been fighting eviction proceedings which were initiated by dock manager Mark Freeman to force payment of the moorage increase. District court found in favor of



Matters of Concern

By Terry Pettus

On the front page of this Newsletter is a statement that is so obviously true that there should be no need for continuing to emphasize it. Unfortunately that is one of the chores that the Association must continue to do. There are people, some in public office, who seemingly have trouble in understanding that the constitutional protection accorded all property does not exempt floating homes.

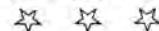
Owners of houseboats know this. And once a year, like home owners ashore, we are reminded of that fact by our friendly, neighborhood, King County Assessor. Since 1957 the Seattle Zoning Code has defined houseboats as "single family dwelling". *And for some 20 years every houseboat in Seattle has been assessed and taxed exactly like every home in the city.* There is only one difference. The home owner on shore gets a bill for the structure and another for the lot it sits on. The home is the "improvement" and bears the major portion of the tax load. Floating home owners are billed for their homes which are the "improvement". The moorage owner pays the very low tax on the "unimproved" submerged property. (This tax load can be very low indeed. Until recently one moorage owner paid less than \$500.00 in annual taxes for property with ten floating homes.)

We hear a lot about the inflated costs of homes in Seattle and that include floating homes. What we don't hear much about is how these inflated prices mean that the owner-occupant merely pays more to live in the home. In recent years the assessed value of floating homes has jumped from 200 to 300 per cent in most cases. All of us are living in much more expensive digs whether we like it or not.

At hand is a 1981 tax statement for a floating home. The total bill is \$570.00. (Times are indeed a changing. The monthly tax is more than the monthly moorage fees paid just a few years ago.) Of this \$570.30 state school support accounts for \$189.20; local school support, \$89.88; King County, \$92.22; City of Seattle, \$159.30 and the Port of Seattle, \$21.46. In other words we certainly fall into that lofty category of "property owner and tax payer".

With only some 450 units the floating home community is a small neighborhood. But it is one which makes few financial demands on city services (remember the \$159.30 which goes to municipal government). It could be argued that we are one of the neighborhoods that pays in more than we take out. We are also a neighborhood which was regarded as a slum some 20 years ago and we have changed all that without asking for or receiving one penny of public funds.

We have insisted however on one important matter. We pay 90% of the taxes collected from our community. We insist that the property which pays these taxes be accorded the same protection given the owners of some muddy lake bottom which can only be taxed as "unimproved property". We own and pay the taxes on the millions of dollars in improvements.



Freeman, and residents have appealed to the Superior Court. Homeowners will present their case against the moorage increase to the Hearing Examiner for a legally binding ruling.

A substantial moorage increase levied as a result of the sale of the moorage property is being challenged by Tenas Chuck homeowners. Average moorage fees increased in excess of 90% after Lakeshore Mooring, Inc., formed by members of five floating home households, purchased the property. The sale occurred after an attempt to form a co-operative moorage failed.

Sale of Cora Adamec Moorage Is Challenged

Houseboat moorage formerly owned by Mrs. Cora Adamec at 2351 Fairview Ave. E. has recently become the object of a legal confrontation. Title to the property now held by attorneys H. Joel Watkins and David D. Webber, who have formed J&D Investments, has been challenged by the Shriners Hospitals for Crippled Children. Kleist & Davis, acting on behalf of the Shriners, filed the complaint to recover title of the moorage site.

The complaint alleges that Mrs. Adamec was completely incompetent and lacked the legal capacity to contract on December 30, 1976 when she signed a Real Estate Contract and Option Purchase Agreement with H. Joel Watkins and his wife, Patricia Watkins. The complaint further alleges that H. Joel Watkins was acting as Mrs. Adamec's Attorney in Fact as well as her Attorney at Law when he purchased the property from here, therefore breaching his fiduciary duties to her estate. The price paid for the houseboat moorage property was stated as \$70,000. The complaint states the value is far in excess of the price paid by Watkins and that he never had the property appraised or offered it on the competitive market.

Watkin's law partner, David D. Webber notarized the contract on December 30, 1976 while Mrs. Adamec was a patient in St. Cabrini Hospital and on January 1, 1979 Webber purchased one-half interest in the property from Mr. and Mrs. Watkins for \$35,000. The property was then transferred to J&D Investments. Because of this involvement, Mr. Webber and his wife, Lorraine, are also being sued by the Shriners.

Watkins and Webber admit they are presently licensed to practice law and practice as partners, but deny any influence that that



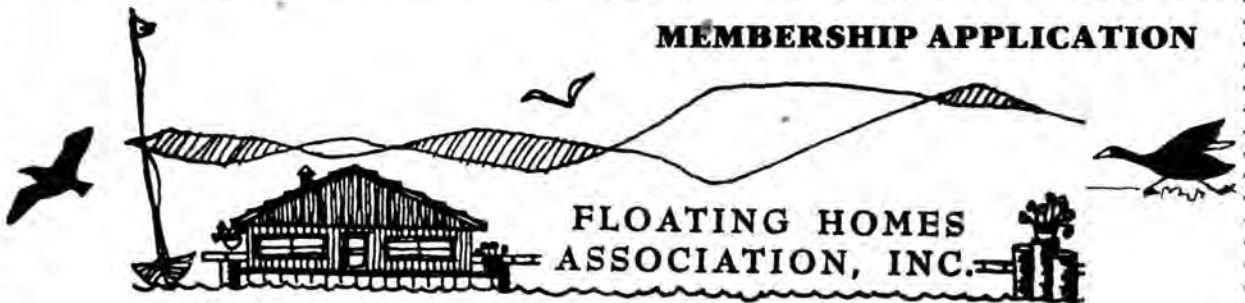
The 17th annual Christmas Cruise aboard the Virginia V was quite a bash. As usual there was a sell-out. Proceeds went to the Legal Fund.

* * *

acquisition of property alleged in the complaint was in their capacities as attorneys or in the course of their conduct as attorneys at law. They have also stated that they deny being enriched, justly or unjustly, and allege that the property has and continues to be operated at little or no return and at high personal financial risk.

The Shriners Hospitals for Crippled Children are requesting title to the property as they are the heirs to Mrs. Adamec's estate, and for a return of all rents and interests in the property.

MEMBERSHIP APPLICATION



2329 Fairview East

Seattle, Washington 98102

325-1132

- Make checks payable to the Floating Homes Association.
- Dues payment covers all adults in the household.
- If more than one membership card needed list names below
- Dues payments cover the 12 months from date of joining.

\$24.00 Regular Household Dues

\$16.00 Retired Household Dues

(New members will receive a complimentary copy of Howard Drokors illustrated history (\$4.95) "Seattle's Unsinkable Houseboats.")

Name _____ Address _____ Zip _____

Name(s) _____ Moorage No. _____ Phone _____

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