
Opposition to DOCK Expansion - Community Member Name Redacted

Kevin Palmer <Kevin@palmermail.ca>
To: Heather Cavill <cavillheather@gmail.com>

Thu, Mar 19, 2026 at 7:37 PM

Community Member Opposing Dock Expansion - Member Name Redacted

From: XXXXXXXXXXXXXXXXXXXX
Sent: March 11, 2026 4:09 PM
To: Kevin Palmer <Kevin@palmermail.ca>
Subject: Re: Useful info on the SPOA docks

Kevin,

This a great discussion however it really needs some legal guidance. The littoral rights certainly started with SPOA. If members were sold the slips with these bills of sale its likely the language in that bill of sale that determines if the littoral rights were conveyed. I don't think anyone cares to straighten this all out. The question is how does the IDL view our docks.

As for the validity of the application not sure about how that could help. However, If only dock owners are paying for everything and not the general membership it seems that the owners should have some say. Aside a secondary question if the slips were sold notwithstanding the littoral determination do the owners have a financial interest in the docks? After all if you spend you money you should have some say not all SPOA members. I wonder if SPOA claims the docks as an asset? Can you claim something as asset if you paid nothing? Possibly but you would need a deed title or???? All messy and really needs a attorney to stop the expansion until it is straighten out.

On Tue, Mar 10, 2026, at 8:24 PM, Kevin Palmer wrote:

XXXXXXXXXXXX

This is important documentation of the unresolved issue ownership; or perhaps it's resolved but not accepted by some community leadership. I don't see how SPOA can deny

ownership rights of those with appropriate documentation. It also raises question to SPOA's right to keep expanding the dock over top of property owned by individual members. It's clearly a mess and I intend to discuss this in relation to the validity of the SPOA dock application.

XXXXXXXXXX, would you be comfortable at all sharing some of this during the hearing? It would only be a very small part of what I present, however it's material to whether SPOA has the right to expand without settling ongoing question of ownership.

Or, is there someone else you suggest I speak to, like Anthony?

I'm not trying to disrupt matters and feel a strong loyalty to the community overall. I simply want proper order and consideration for the rights of others (dock owners, lakeshore lot owners, boat operators and those enjoying recreation in our lakefront waters.)

Perhaps if I shared with our board that this will be part of my objection they may choose to abandon their expansion application at least until this matter is resolved.

Thanks again for sharing.

Kevin

From: XXXXXXXXXXXXXXXX
Sent: March 8, 2026 4:16 PM
To: Kevin Palmer <Kevin@palmermail.ca>
Subject: Re: Useful info on the SPOA docks

Kevin,

All dock records showing \$0 SPOA investment (slip owners paid for everything) have been secured independently of the board. You would have to ask around.

The below is text from member emails they has been scrubbed of ownership but does tell the story,

This is all I know.

My initial thought on this issue, but by no means my last is simple. When the docks of '98 were sold to us, it was made clear that we bought them and in no way was SPOA involved except in permitting and a clearing house for money. We, as owners have insured and maintained them at our own expense

In '98, Ken Meyer tried to tell us that waterfront owners were not entitled to docks in the lagoon. It was pointed out at the time (Jim Brady, DOL) that each SPOA owner was entitled to a slip on the lagoon based on "their 1/104 UNDIVIDED interest in the island and thus their unquestioned LITTORAL rights to a waterfront dock in the common island lagoon. based on island ownership That is how ALL of us got docks in the lagoon. There was never permitting for a marina by the state that I am aware of. They are all there because of our individual littoral rights. Not SPOA As for waterfront owners, our littoral rights attached to our private waterfront property give us the right to a dock attached to our property SPOA governing documents do not supersede State law

Ken Meyer and the committee backed down and took money from anyone who wanted to exercise their littoral rights. Our money was accepted and our dock built

Also of interest it was the people who purchased the docks that paid for all the approaches and common areas of the docks, not SPOA. As a sidenote, it seems only fair to me that the addition of docks should include reimbursement to the original owners who built the current structures by the owners of the newly built docks for the common areas approaches and infrastructure any additional movement of existing docks or increasing costs based on the addition of new docks.

My wife and I have numerous documents mentioning purchase and ownership and even a letter stating absolutely no involvement by SPOA

It appears to me that this entire situation is being blown out of proportion and involves the purchase of only a couple of docks I would strongly suggest that this be looked at seriously because I am positive that the way it's going like many things in SPOA is towards long-term and very costly litigation by many owners of docks. Personally I am not going to sit by and be told that a dock we paid for, maintained, insured, and were told by the SPOA board, that we owned and have owned for over 28 years is not ours. In closing, I feel that the inclusion of future dock purchase members on the dock committee has the look of impropriety

Lets think before we act

Also Anthony Covelli sent this email out to several members including the Board last Aug. They did not like the information and choose to ignore. Chris lists him on the committee only because he was going to volunteer for his position. But the Board did not like the truth and choose Chris. Chris and Tim believe no one owns the slips (Permissive use by SPOA) as it is best for their pursuit of getting what they want. Anthony wrote the below and suggested that ownership be straightened out before anything be done.

Sourdough Members,

The attached documents completely show from inception (1998) to present day the chronological order of events and the confusion that still continues. In summary:

: SPOA applied to IDL for a "Floating dock permit No L-96-S-206C " it was granted. Our project then became the SPOA Community Docks "circa 1998". Deposits were taken in the amount of 700.00 from any SPOA member willing to participate. Waterfront property owners were NOT eligible to participate.

: In 1999 the "Application And Agreement For New Floating Dock" was signed by all members in "phase 1". Notarized Bills of Sale were provided conveying FULL interest and Ownership of the individuals slip to each member. These were signed by Harold Oens the sitting SPOA President.

: In 2004 (?) the second phase was completed with members also paying their divided costs of construction. It has been identified that those owners were also under the impression they owned their dock. However it is unknown if they were given a "Bill of Sale" at that time.

: The 2013 Version of the Application And Agreement For The Floating Docks is worded differently deleting the statement " A bill of sale will be issued upon completion of this agreement" (see attached)Why is a question? If members sharing the cost for construction of a dock had a different arrangement with SPOA and ownership it is unclear. It is not clear in any signed agreement. Lease? Rent ? Permissive use in perpetuity?

The Bonner County assessor's office has nothing to do with the determination of ownership. Slips are considered "Personal Property" Looking for description and inclusion on a deed is not likely to ever appear. That evaluation is not remotely a determining factor.

Factually SPOA may own the Community Docks but DOES NOT OWN the SLIPS. Docks and slips are two different things. If a SPOA member is sold a slip they gain a vested interest in the dock itself. In discussion someone mentioned that a Bill of Sale means nothing. To the contrary a "Bill of Sale" is unquestionably and without a doubt a legally enforceable document that serves as absolute proof of ownership. In order to navigate through proper IDL permitting and insurance coverage that protects SPOA and individual slip owners this issue must be cleared up uniformly for every current and future slip owner. This is not something that can be swept under the rug as it has liability and permit ramifications for EVERY member of SPOA not just current and future slip and home owners owners.

Hope this paves a path forward in complete clarity to achieve the community goals.

Regards

On Sun, Mar 8, 2026, at 8:33 PM, Kevin Palmer wrote:

Thanks for your very informative e-mail. As a fairly new community member, I've heard there's some question about who really owns the dock slips. Everything you've stated provides some additional light. I agree that if SPOA does have clear ownership of the entire dock, they have no right to apply for a permit. I will likely raise this as a matter of concern about the efficacy of the application.

I'm interested to know the dates of the various stages of dock construction. I hope to

include this during the hearing April 7th. Would you happen to have access to this information?

Thanks again for contacting me. I believe I'm on the right path to block this encroachment and have now had several members of the community reach out in support. If you are aware of any others who feel as you do, please suggest they pop me a note expressing their concerns.

Thank you,

Kevin

Kevin G. Palmer

Phone: 403.585.5588

> On Mar 8, 2026, at 12:15 PM, XXXXXXXXXXXXXXXX> wrote:

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> Kevin,

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> Many support the objection to the expansion of the floating docks for members with whom bought property WITHOUT A DOCK. The idea they can increase their property value for a few thousand dollars is unjust. The actual owners of the slips (as ownership has passed down with subsequent home purchases) have (or should) have complete say in everything. Almost their own association completely separate from SPOA.

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> SPOA is only the IDL permit holder not owner (possible legal opinion for clarification) and has never spent a single penny an any part of the docks and or slips. The slips were sold to individual lot owners (notarized bills of sale we given). Each phase members divided the actual costs. On going maintenance over the years the same. Phase one first 1999. The second group asked the originals owners if they build on to theirs (phase 2 2004). SPOA was the front for a single permit so the individual owners could skirt the individual permitting requirements and cheat the state out of fees. Not just the initial fees but the cumulative reoccurring transfer fees every-time a property sells.

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> **The State should know of this deception.** The dock committee serves only Chris Good and Tim Percionious members who wants slips. The dock and slip owners really should be organized and convey their desires on what they own. How can someone who doesn't own the Docks and Slips even apply for a expansion permit (legal question "if you apply for a IDL permit without financial interest are you actually the owner)?

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> This community is timing out out with XXXXXXXXXXXXX people that do not want to spend a dime for what is required to protect all or provide equally all in the community. Kick the can down the road on the cheap at every turn.

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> The Board is woefully manned with inept people that have no business acumen and could not run a stop light.

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> Our reality in SPOA