

Kristie  
Harrison

Mr Bromley

Thank you Mr/Mrs Examiner for hearing us today. Because of the location of our home, our family has been involved and invested in these proceedings since June 2019. We have attended them as a family and have seen and heard the inconsistency of the developer's plans.

From the beginning, he said that he would make a right in, right out of his property, due to the business of Hwy 97 at his property and the blind corner coming from the west. At the first hearing before an examiner, a scaled drawing and model were brought in to show that on a right turn the truck would cross over the center line. The following hearing Condon presented a model more specific to his business. The examiner asked if the truck would only make the right out and would only be done with an empty logging truck. Condon replied with a resounding "Yes." The following meeting he had a video which was proving that his logging trucks would not cross over the center line of Hwy 97 while making right out. The logging truck was filled with logs.

Later in the month, he was doing tree removal on his property with pickup trucks and trailers. His employee apparently made a left turn out when they left the property. This saying one thing and doing another concerns me and should concern the entire community.

1. The first part of the document is a letter from the author to the editor of the journal.

2. The second part is a letter from the editor to the author, acknowledging the receipt of the manuscript.

3. The third part is a letter from the author to the editor, responding to the editor's comments.

4. The fourth part is a letter from the editor to the author, accepting the manuscript for publication.

5. The fifth part is a letter from the author to the editor, thanking the editor for the opportunity to publish.

6. The sixth part is a letter from the editor to the author, providing information about the publication process.

7. The seventh part is a letter from the author to the editor, providing information about the author's contact details.

8. The eighth part is a letter from the editor to the author, providing information about the journal's policies.

9. The ninth part is a letter from the author to the editor, providing information about the author's previous work.

10. The tenth part is a letter from the editor to the author, providing information about the journal's future plans.

11. The eleventh part is a letter from the author to the editor, providing information about the author's current work.

12. The twelfth part is a letter from the editor to the author, providing information about the journal's subscription rates.

13. The thirteenth part is a letter from the author to the editor, providing information about the author's future work.

14. The fourteenth part is a letter from the editor to the author, providing information about the journal's editorial board.

15. The fifteenth part is a letter from the author to the editor, providing information about the author's current work.

16. The sixteenth part is a letter from the editor to the author, providing information about the journal's advertising rates.

17. The seventeenth part is a letter from the author to the editor, providing information about the author's future work.

18. The eighteenth part is a letter from the editor to the author, providing information about the journal's contact details.

I have looked through the Courtesy Notification of Application for Encroachment sent to us by the Idaho Department of Lands. In the DEQ questions and concerns, there are repeated issues with very vague wording.

"about, would not be common, could possibly could be assembled, usually, most, nor is it anticipated, deployed as necessary (who deems necessary?), if permitted, to hold in expected conditions, supervised transfer of fuel (who will supervise), if necessary, some may be necessary to remove." I looked at both the online form compiled on April 6, 2020 and the one mailed to us stamped May 21, 2020. There are several changes made between these two forms with even more vague wording concerning details of the work and mooring areas during full pool and low pool. There is no detailed outline of what will be done at this site only what might happen. With all the vague wording and the history Condon has of adjusting things as needed, you should not approve this construction business.

On the Conceptual Site Plan submitted to the Kootenai County Commissioners hearing there are a lot of vague words. Typical gravel limits, typical structure setback, two proposed parking spaces (there will be eight workers, where will they all park?), approximate location of IDL dock. At a previous hearing with Kootenai County Zoning and Planning in September of 1989, it was stated that "Speculation is not an appropriate method to show



confirmation with Comprehensive Plan Goals, or the requirements of Idaho Code.” There is a lot of speculation and not any comprehensive plan being presented.

North Idaho Maritime already operates out of Cougar Bay and has additional operations at the south end of the lake. He does not need to sprawl his business to a beautiful and busy part of Lake Coeur d'Alene where the only lake traffic is recreational.

Please deny this application. It's in the wrong location and there are too many uncertainties about the negative effects.







recreational facilities available for public use and a lack of available Commercial zoning on the lakefront. The site previously contained a commercial use.

Commercial recreational uses could enhance the surrounding properties; however, assurance of that type of development should be handled through the conditional use or planned unit development process.

3. With the other land use processes available, there would be no effect since he has indicated a desire to develop the site for commercial recreational activities. The Applicant has also indicated a desire for rezoning to enhance potential for attracting a buyer.

Speculation is not an appropriate method to show conformance with Comprehensive Plan Goals, or the requirements of Idaho Code and the Kootenai County Zoning Ordinance.

4. Zoning the flooded lands and lake bed would have almost no affect on the property owner since all activities and uses below 2128 WWP are regulated by the State of Idaho Department of Lands.

5. Approval of the portion of the site between the lake and the highway would conform with the following Goals of the Comprehensive Plan:

A. Goal No. 5 - "The Planning Commission should encourage other public and private agencies in Kootenai County to develop additional recreation areas within their respective jurisdictions and encourage expansion of existing recreation uses."

Additional recreational facilities would be an asset in this area. The Board of County Commissioners agrees with this Goal to encourage development of additional recreational areas and expansion of existing recreational uses.

B. Goal No. 15 - "Commercial development should be encouraged in areas that are:



## DEQ QUESTIONS AND CONCERNS

### North Idaho Maritime Wolf Lodge Bay

#### Lakebed impacts and shoreline erosion

- Please provide a recent bathymetry map of the project area, with details indicating the extent of the “work area”, pier and dock, access channel, and mooring areas, both during full pool, and at low pool.
  - “Work Area” is an area about 120’ at its longest length and 80’ wide at its greatest width, with a total area of about 6000’. This area would be ideal for the assembly of modular dock sections that are built off-site. Powered vessels would not be common in this area. Docks could possibly be repaired here but that would not be common as docks are usually repaired at their respective sites. Anywhere from >1 and <6 docks could be assembled in this area in a given year.
- Please provide an estimate of throughput associated with construction and operation.

**RECEIVED**

**MAY 21 2020**

Idaho Dept. of Lands  
Mica Supervisory Area

- ~2-3 Trucks per day usually coming around 7:30 AM and leaving around 3:00 PM. ~2-3 Boats leaving the area and coming back along congruent timelines.
- **Will operations take place year round (i.e., during high and low pool), or will there be an adjustment to account for decreased vessel clearance during low pool?**
  - There will be a major adjustment to account for decreased vessel clearance during low pool. Most major operations at this location will be suspended through the winter because of water depth.
- **Please clarify whether dredging is anticipated at this location for construction, or in the future for operation.**
  - We will not be dredging at this location for construction, nor is it anticipated in the future for our operation
- **Please provide a thorough description of erosion, sediment, and turbidity controls, and any other Best Management Practices (BMPs) that are planned for the construction of this project, as well as those which would be in place during operation to monitor for, and prevent water quality degradation.**

**RECEIVED**

**MAY 21 2020**

Idaho Dept. of Lands  
Mica Supervisory Area

o Site Evaluation, Assessment, and Planning

- Available Contact Information for Relevant and responsible parties
- Project/site Information distributed and made familiar
- Sequence of construction activity outlined
- Agency recommended methods deployed to mitigate sedimentation, turbidity, and to combat Eurasian milfoil

*vague  
where?*

o Erosion and Sediment Control BMPS

- Stabilize soils
- Protect slopes
  - Rip Rap etc. if necessary
- Floating silt curtain deployed as necessary
- Shoreline silt fence deployed as necessary
- Perimeter controls and sediment barriers
- Retain sediment on-site
- Establish Stabilized construction exits

*who determines*

o Good housekeeping BMPS

- Establish proper building material staging areas

*what look like?  
How goes with turning around video?*

**RECEIVED**

**MAY 21 2020**

Idaho Dept. of Lands  
Moa Supervisory Area

- Please indicate any measures that will be taken to ensure project construction and operation (1) will not violate Idaho Water Quality Standards and (2) will align with Coeur d'Alene Lake Management Plan goals to limit metals and nutrients in Lake Coeur d'Alene.
  - Educate staff on water quality standards and main points of CDA Lake management goals
  - Deploy "No Wake" buoys if permitted
  - Maintain spill prevention plans
  - According to the DEQ's Coeur d'Alene Lake management plan, Wolf Lodge bay is one of the few areas on the lake that has very low to no amounts of lead and other metals. Our other workspace, in Cougar bay, is also not a hotspot for metals deposited in the lake. Going back and forth between these two areas does send our vessels through more contaminated parts of the lake, but most of these areas have ample water depth so high turbidity wouldn't be expected.

Hazardous Materials

**RECEIVED**

**MAY 21 2020**

Idaho Dept. of Lands  
Mica Supervisory Area

- Please indicate any plans or BMPs (e.g., spill prevention plans, spill kits, secondary containment) that will be used during construction and operation to prevent hazardous materials from entering waters of the State.

- Potential sources of pollution

1. Fuel
2. Hydraulic oil
3. Grease

- Spill Prevention Plan

- Use of environmentally friendly oil products
- Back pressure nozzles
- Moorings will be strong enough to hold in expected conditions while fueling
- Hoses will be supported without kinks
- Connections in transfer system are leak free
- Supervised transfer of fuel how regulate?
- Mandatory safety meetings covering handling of hazardous materials
- Use of secondary containments

- Spill Kits

**RECEIVED**

**MAY 21 2020**

Idaho Dept. of Lands  
Moa Supervisory Area

RECEIVED

MAY 21 2020

Idaho Dept. of Lands  
Mesa Supervisory Area

- Maintain stock of absorbent pads
- Drip pans and funnels when necessary
- PPE and disposable bags and gloves
- Designated containers to dispose of materials
- Floating Booms if necessary
- Secondary Containment Measures
  - Oil, fuel and grease stored in a secondary container
- Inspection and Corrective Action

### Treated Wood and Piling Removal

- Does the applicant plan to use treated wood products that have been approved by EPA for aquatic use?
  - Yes, but all of these materials will be above the waterline or installed above the high pool.
- Will the existing pilings be removed? If so, are any BMPs proposed for this work?

- Most existing piling will remain in-tact, although some may be necessary to remove.
- Pile Removal BMP's
  - Vibratory Extraction.
  - Direct Pull
  - Cutting
    - If piling must be cut it will be cut as low as possible and at "slack" water. This is intended to reduce turbidity due to reduced flow.
  - After pile is extracted it is moved directly from water to a sediment containment area
  - Floating surface debris to be collected and disposed of with the piling
  - Floating silt curtain to be deployed, if necessary

**RECEIVED**

**MAY 21 2020**

**Idaho Dept. of Lands  
Mesa Supervisory Area**

**RECEIVED**

**MAY 21 2020**

**Idaho Dept. of Lands  
Mica Supervisory Area**

### Idaho Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective 4-6-20 by and between John & Gaila Condon ("Landlord") and North Idaho Maritime, LLC ("Tenant").

Landlord is the owner of land and improvements at the address 6719 S Highway 97, Coeur d Alene, ID 83814.

- AIN 111552
- TX# 5934

Landlord desires to lease the premises to Tenant, and Tenant desires to lease the premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

#### 1. Term.

A. Landlord hereby leases the premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning May <sup>1</sup>, 2020 and continuing month to month thereafter. Both Landlord and Tenant have the option to terminate this lease agreement with written notice at least 30 days prior to the lease termination. Landlord shall use its best efforts to give Tenant possession as early as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant