

# **ATTACHMENT #1**

**Hidden Lake Float Home  
Grey Water System Plumbing and Related Electrical Inspection Request**

**To: Jock's Plumbing and Heating, Inc.**  
**PO Box 710, Saint Maries, ID 83861**  
**Phone: (208) 245-0203 Fax: (208) 245-0203 jocksplumbing@gmail.com**

**From:** \_\_\_\_\_

**Heyburn State Park Float Home Lease Site Number:** \_\_\_\_\_

This is a request that your company provide the annual Inspection of our float home as an Idaho Licensed Plumber/Electrician. The objectives are to verify that our system is operational for seasonal use and in compliance with the terms and requirements set forth by the Idaho Department of Parks and Recreation (IDPR) and their Sewer Management Agreement (SMA) with Idaho Panhandle Health Department.

Upon completion of the inspection and payment, you must provide us with a receipt and written Verification of Compliance that states:

*"Your float home plumbing, tanks, and associated pumps and connections, used to move grey water from your float home to the on-shore storage tank are operational and have passed inspection. There are no leaks and the system is functioning properly as of (date) \_\_\_\_\_."* This statement must indicate the float home owner's name, house number, and be signed, along with your company's name and your State of Idaho plumber's license number.

It will be the float home owner's responsibility to make copies available to Heyburn State Park or Panhandle Health Department when requested.

I agree to pay \$90 for the basic inspection, contingent on your being able to schedule at least six inspections in a single trip to the bay (thereby reducing your travel time). If repairs are needed, and they exceed \$45.00, you are to contact me for written authorization before proceeding. Without prior approval, this "batch inspection" agreement is not to exceed \$135.00. Terms and costs for single or individualized inspections that cannot be scheduled in batch mode must be negotiated separately.

Special Instructions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreement acknowledges that no representations, inducement, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein. Any modification of this Agreement must be made in writing and signed by both of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Heyburn State Park Floathome Lease Site Number: \_\_\_\_\_

**SERVICE PROVIDER, HIDDEN BAY GREY WATER HAULER**

By: \_\_\_\_\_  
Keith Shannon, Owner (signature) Date

Company Name: Shannon Towing and Salvage

Address: P.O. Box 309

City, State, Zip Harrison, Idaho 83833

Cell Phone: 208-755-3290

E-mail: kth.shannon@gmail.com

**Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. Notwithstanding inclement weather conditions or low water lake levels as to prevent a Service Event, the party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). This thirty (30) day cure period will commence once the lake low water levels have abated to provide reasonable and safe access to the Grey Water Storage Tank and the appropriate grey water pump-out station. Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**Severability.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

**Amendment.** This Agreement may be modified or amended in writing. If the writing is signed by the party obligated under the agreement.

**Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

**Notice.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**Agreement Form.** This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

**No Employment Relationship.** HBGREYWH acknowledges that it has no employment relationship with CLIENT and does not expect to receive any offer of employment as a result of providing the services.

**Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the obligations of the parties. Each party to this

inspections, litigation, or any act of God, then the completion of work shall be delayed until a later date and HBGREYWH and CLIENT shall agree to the revised schedule in writing to reflecting the same. If CLIENT declines to agree to the change then this Agreement may be terminated by HBGREYWH where upon all sums then due to HBGREYWH for work(s) completed shall be immediately due and payable to HBGREYWH.

**At Will Service.** CLIENT may ask that HBGREYWH cease providing services at any time, for any reason, with or without notice.

**Term.** The term of this Agreement will commence on the Effective Date and is effective for three (3) years after the Effective Date and shall automatically extend in one (1) year increments unless either party provides written notice of its desire to terminate the agreement with at least thirty (30) days prior to the expiration of the Agreement. Notwithstanding the term provision set forth in this Section, the period of obligation for Confidential Information set forth in following language shall survive the term of this Agreement. Any Confidential Information disclosed orally shall be confirmed in writing and so designated in the writing within thirty (30) days after such oral disclosure. In respect of each item of Confidential Information, the period of obligation of unauthorized use or disclosure shall extend three (3) years from date of initial disclosing of that item as Confidential Information.

**Confidentiality.** HBGREYWH, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of HBGREYWH, or divulge, disclose, or communicate in any manner, any information that is proprietary to CLIENT, HBGREYWH and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Upon termination of this Agreement, HBGREYWH will return to CLIENT all records, notes, documentation and other items that were used, created, or controlled by HBGREYWH during the term of this Agreement.

**Warranty.** HBGREYWH shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in HBGREYWH's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to HBGREYWH on similar projects.

**Waiver.** Either party, their heirs, successors, affiliates, agents, legal representatives, attorneys and assigns, has agreed to and does hereby waive and release the other party from any and all present and future claims, demands, obligations, actions, causes of action, rights and judgments of whatsoever nature or character which have been or which may hereafter be asserted by any person or entity against the other party arising in connection with the transactions contemplated hereby or the performance by HBGREYWH of services to CLIENT.

## Hidden Bay Grey Water Hauler Service Agreement

This Hidden Bay Grey Water Hauler Service Agreement (this "Agreement") for Hidden Bay Grey Water Hauler ("HBGREYWH", dba Shannon Towing and Salvage) is made effective as of September 1, 2010 ("Effective Date") by and between

\_\_\_\_\_, Owner of floathouse located at Heyburn State Park

Lease Site Number \_\_\_\_\_ ("CLIENT"), and Hidden Bay Grey Water Hauler of Harrison, Idaho. In this Agreement, the party who is contracting to receive services will be referred to as "CLIENT", and the party who will be providing the services will be referred to as "HBGREYWH".

**Description of Services.** Beginning on September 1, 2010, HBGREYWH will provide to CLIENT the following services (collectively, the "Service Event") including but not limited to:

In accordance with the State of Idaho Panhandle Health District ("PHD") regulations and the Sewer Management Agreement (including Appendix A) between the State of Idaho, Department of Parks and Recreation and Panhandle Health District I, dated March 3, 2009, access CLIENTs Grey Water Storage Tank located on-shore of Floathome Lease Site or safely accessible on the floathome structure, pump-out the contents of the Grey Water Storage Tank into the HBGREYWH tank, secure connections and lid of CLIENTS Grey Water Storage Tank, transport contents to approved grey water pump-out station, dispose of the contents via the grey water pump-out station.

**Notification for Services.** CLIENT shall provide a minimum of five (5) working days advance notification to request HBGREYWH to perform service and HBGREYWH shall have no more than ten (10) working days to complete services pending unforeseen delays by acts of God. Weekend and Holiday days are not considered working days.

**Payment for Services.** In exchange for the Service Event, CLIENT will pay compensation to HBGREYWH for the Service Event in the amount of \$300.00, if HBGREYWH is required to haul contents to Harrison, Idaho dump station; or \$165.00, if HBGREYWH is required to haul contents to Chatcolet dock located at Heyburn State Park. The maximum quantity per Service Event (dumping of CLIENT Grey Water Storage Tank) is 300 gallons.

**Act of God and delays:** In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing

Residences and businesses that started with late 1800's loggers and early 1900's railway workers. Many of today's updated Hidden Lake Float Homes used to be working cabins of loggers, cook houses for rail workers, stores, and small businesses or homes that used to be located in St. Maries. **If** Hidden Lake Float Homes are moved, there will no longer be a family oriented, picturesque Float community like this left in the Northwest. While there are Float Homes at Bayview they have been clustered as has been proposed by the Chatcolet Marina concept plan, they no longer retain the character or historical charm that is unique to Hidden Lake Float Homes. Many Hidden Lake Float Houses pre-date the creation of Heyburn State Park.

Also, Float Home owners and visitors provide meaningful economic benefits to surrounding communities and pay their way through annual lease fees to the State and taxes to Benewah County. Current Float Homes have been retrofitted with modern sanitation capabilities approved by the Panhandle Health District to prevent pollution. This appears to be a workable alternative plan for connection to the Park's new sewer system or approved PHD drain fields have been vetoed by the Park Board without a lot of consideration on their part. The Park's plan for the future use of Hidden Lake changes regularly and some of their stated needs can be met without an expensive and disruptive move of every Float Home.

It is my belief of a more reasonable alternative to moving Float Homes to clusters and will save the taxpayer dollars and still open up Hidden Lake to public use. I have discussed this issue with the Float Home owners. They are willing and eager to work out a plan where they can preserve the historical preservation of the 'float homes' and share the excitement with what it will bring to tourists to our Heyburn State Park. I have discussed with the owners of fixing up, painting their homes, taking pictures and promoting this unique heritage of the Northwest (the 'only' one in the NW). The owners are very receptive to this plan. Can you imagine the tourist draw this would be? After all isn't the Park all about 'tourism'?

Thank you for your consideration to my proposal for the Hidden Lake Float Homes and their owners as well as the Park's. It is a cost-effective plan and one that builds relationships with the community and property owners as well as tourists and economic benefits. I look forward to hearing back from you and it is my hope we can work together to develop such a plan.

Sincerely

A handwritten signature in cursive script, appearing to read "Rep. Dick Harwood". The signature is written in dark ink and is positioned to the right of the word "Sincerely".

Representative Dick Harwood



## House of Representatives State of Idaho

Dear Director Merrill

I am writing in regards to the Hidden Lake and Float Homes @ Heyburn State Park. You and I had discussed this issue last month at Capitol for the Day @ Mullan. I had given you some ideas on how I thought it should be approached to benefit the Parks Dept. as well as the Float Home owners.

I am sending a map with the layout of the area and a feasible cost affective plan. I hope you will take this into consideration for all involved.

- As you can see in the map I have marked the layout from the Heyburn State Park parking lot to the North end of Hidden Lake. You will see ax X circled and that is the location of the 'only' flat part of the landscape that could be used by the boaters for a picnic area.
- You will note the dots around the Lake representing Float Homes. There are 3 or 4 homes that will need to be moved to a different location on Hidden Lake away from the 'flat' picnic site as so marked.

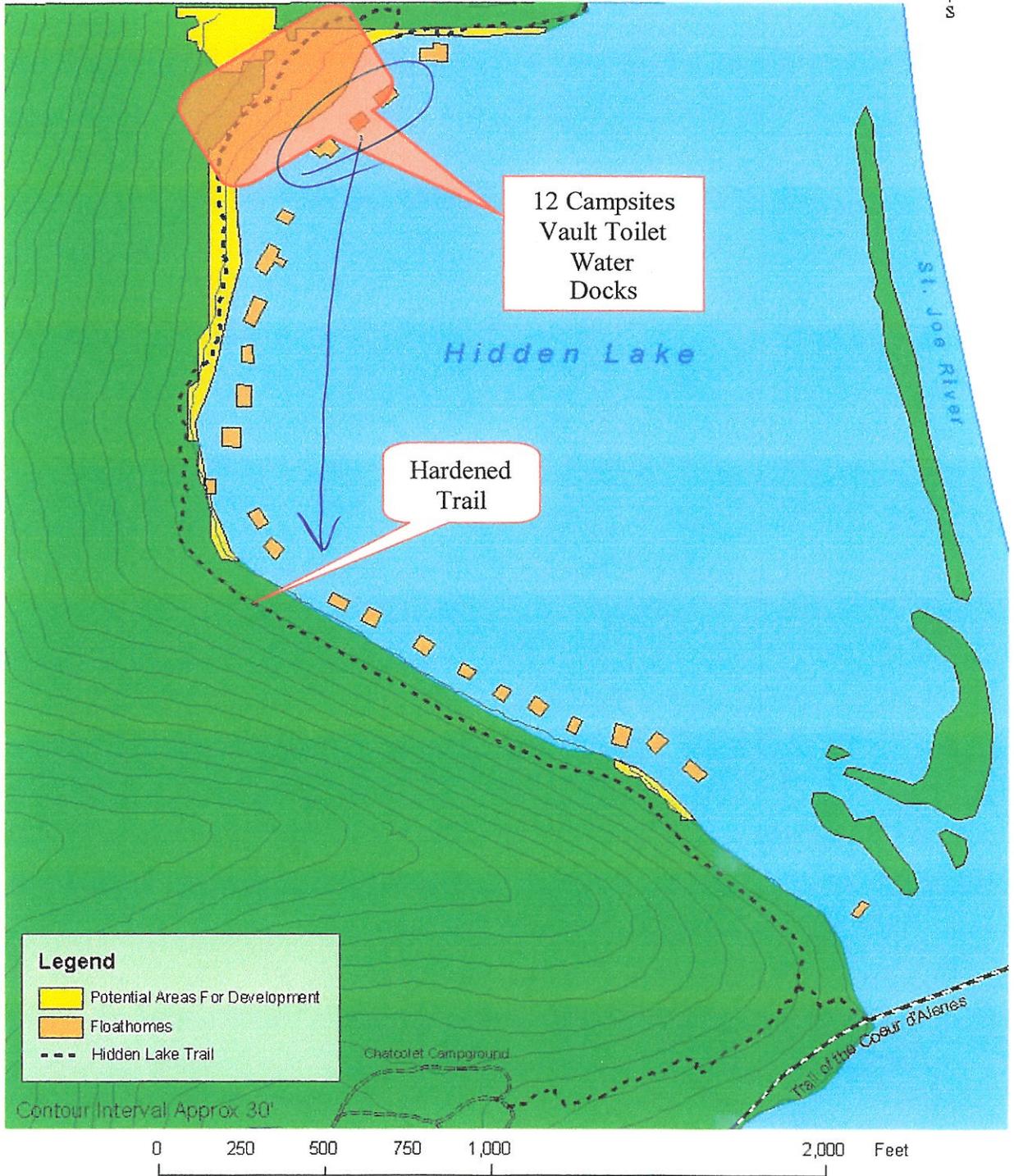
This brings us to the question concerning sewer and water for this picnic area and the Float Homes.

- The map shows the existing sewer system installed at Chat. This system could be extended around to Hidden Lake and pick up all the Float Homes, place a public bathroom and water for the boaters at the picnic site, continue on to the North end of the Lake to hook up the rest of the Float Homes

It is my understanding the Parks sewer system hooked up all 'lease' properties as well as State Buildings except the 'lease' properties at Hidden Lake. (This appears a potential lawsuit for some eager attorney.) By picking up Hidden Lake 'lease' properties this would complete service to the 'whole' Park and be cheaper by far than the other proposal for building a Marina.

It is also a historical issue when deciding what to do with the Float Homes on Hidden Lake. These Float Homes are the last remnant of Benewah County tradition of movable

# HIDDEN LAKE Heyburn State Park



R. Hise 03/16/05 1:4,600

## Attachment K: HIDDEN LAKE DEVELOPMENT ALTERNATIVE 1 MAP

3. We ask to be included in the development of alternatives.

This would serve to provide assistance to the park and allow adequate time to develop viable alternatives, evaluate those alternatives and return with solid recommendations that can meet the objectives of the Park, Panhandle Health, taxpayers, and the general public...and still be true to the preservation of an important part of northern Idaho's rich history that can't be replaced.

We would already need an approved plan in-hand if we were going to have a solution implemented within the timeframe of our current lease term. By extending the lease now we are not stopping any intermediate development in Hidden Bay since the Park staff has indicated there is no current funding or immediate plans to develop Hidden Lake.

Also, if IDPR does not renew Float Home leases, the park would lose \$250,000 in lease payments over 5 years plus another \$125,000 in other funding and not gain anything in the short run. Additionally, the monetary losses felt in Benewah and Kootenai counties would further hurt these struggling, rural economies.

Extending the leases secures additional funding for the parks through 2019 and provides adequate time to more fully develop a preferred solution.

We encourage the park board to move forward with dispatch and extend float home leases soon. There is no downside to the Park in making this decision now as opposed to later.

Thank you

float homes and could be used as an enhanced asset to the Park. However, to do this, a firm commitment from IDPR is needed. Historical restoration/preservation grants would be applied for to help subsidize the costs of such a plan.

## 8. A Cost-Effective Solution Has Been Proposed

- a) Representative Harwood and the Benewah County Commissioners have recommended a solution that would allow the Park to serve the larger general public with boat-in/bike-in camping, dock, yurts, etc. at the north end of Hidden Bay, by relocating three float homes from the flat, north end of the bay for a tighter cluster at the south end of the bay. This would open the way for a much more cost efficient connection to the Park's state-of-the-art sewer system. This could satisfy Panhandle Health, float home owners, and not inhibit the Park from expansion of recreational facilities for the public. Float homes would be located along the steep area of the bay whose bank is unsuitable for other uses. In June of 2011, Rep. Harwood sent a two-page letter to Director Nancy Merrill outlining this possible solution and configuration. The proposed idea is encapsulated in a drawing taken from *IDPR minutes of Aug. 2-4, 2006, Attachment K: Hidden Lake Development Alternative 1 Map*. Copies of Mr. Harwood's letter and the map are available for review and consideration.
- b) There is a need to obtain accurate cost estimates for connecting Hidden Bay float homes to the Park's sewer system (with the north end float homes relocated closer to the south end, which would both reduce the overall cost of the project and, as previously stated, free up usable land for the Park's recreational plans).
- c) We believe this is only one of several viable alternatives.
- d) There could be variations of how this might get funded. For example, a 30-year note might be possible that could in some way be paid by our leases or an LID-type approach.
- e) Now that we know that a full-scale marina at Chatcolet isn't viable in the near term we must gather additional information that will help us develop alternatives.
- f) Many of us are confident that, jointly, we can develop a solution, now more than ever. We also can help the Park lobby for additional funding for the Marina and other Park upgrades.

## Recommendations

1. We propose that the park offer another 5-year lease
2. We request that Park staff meet with Panhandle Health to extend the Sewer Management Agreement for another 5 years

floating home, it is necessary that the owners of floating homes within a floating home marina be provided with the unique protection from actual or constructive eviction and the other protections afforded by the provisions of the chapter. Idaho Code Section 55-2702 (Packet, Section 13).

Eliminating or moving the float homes from Hidden Lake would be contrary to the “intent” or “spirit” of the above legislative policy and would destroy something of historical value without significantly enhancing the recreational value of Hidden Lake. We also believe that the legislature passed this legislation because they understood that denying leases to float homes was essentially condemning the properties because their options were very limited.

(Note: Relocating float homes from the north end of the bay could open up the only flat land in the bay for new Park facilities and general public access without significantly disrupting the float home community nor its historical roots. This would be a win-win situation).

We would hope that the park board would listen to the citizens of Idaho and the legislature’s guidance to preserve this historic group of float homes. Heyburn State Park is one of the few areas in the nation that can boast of having such a unique and historic community with direct roots into turn-of-the-century logging, railroading, mining, recreation and blue-collar community life. We hope you will want to preserve this resource just as the last Board and most all of the Idaho parks boards have.

## **7. We Need To Develop a Firm Plan So That We All Can Move Forward**

- a) Panhandle Health wants to see float homes connected to a sewer. Recently, when I spoke with Dick Martindale, Director of Panhandle Health, he indicated that their goal remains to have us connected to sewer and that if we are working towards a plan they will work with us on the requirements for linking. They just don’t want this current situation to become a long term solution. He believes that his agency’s role is to provide technical guidance on waste management practices once a solution is decided.
- b) The float homes are well positioned to meet the current rules and have continued to make investments to support these and are anxious to connect to the Park’s sewer.
- c) Float home owners are generally reluctant to spend moneys on extraordinary improvements until the situation of lease uncertainty is resolved and a firm lease plan is in place.
- d) Float home owners are open to considering a Float Home 20-year Revitalization Plan to move the bay towards the “look and feel” of what original float homes appeared like at the turn of the century. This would further the tourist appeal of

- e) Because of their historical significance, float homes add recreational value to the Park. They are an attraction to boaters, tour boats, and bikers/hikers (view from the bridge). Tour boat operators have been provided with a talking sheet of float home history and point them out to tourists. Many curious people stop and ask about life on a float home. Often tours are given.
- f) Their history provides a timeline of early pioneer settlement and development of the St. Joe river area in historical times
- g) In 1938, Hidden Bay float homes were involved in a collaborative effort with President Roosevelt's Works Progress Administration (WPA) program. Only until recently, not much was known about this relationship. Historical structures still exist from that era and application is in process for their preservation. (Note: The CCC effort is well documented)
- h) The article in the March 12, 2012 issue of IDAHO Magazine entitled "*At Home Afloat on Hidden Bay*" is a precursor to a detailed book and additional magazine articles are expected to bring much attention to the "historical community" of Hidden Lake floathomes.
- i) Because of their connection to regional, pre-turn-of-the-century history, the float homes fall into a preservation category not enjoyed by the land-based cabins and, under any agreement, should be preserved in their current historical setting for future generations. Both state and national historical preservation groups are currently looking at this resource
- j) Considering the alternatives. We wonder if clusters of tents and boats are a more attractive and unique *view from the bridge* than the current array of unique and historic float homes? There are better locations and other alternatives in the Park for boat-in/bike-in camping. The float homes improve public access to the lake, enhance the recreational use of the lake and provide economic benefits to the Park and surrounding communities.
- k) When private ownership preserves something of historical significance and enhances public use, an exception is usually made. In 1990, options for relocation of float homes were limited. In 1998, the Idaho Legislature stated a public policy calling for preservation of the existing float homes. The Idaho Legislature recognized the historic value of float homes in 1998 when it enacted The Floating Homes Residency act that states their intent:
  - (1) Legislative Policy: The legislature finds and declares that because of current governmental policy limiting the availability of moorage sites both within and outside of a floating home marina, the historic value of existing float homes moored on the waters of the state, the investment in these floating homes and floating home marinas, and the cost of relocating a

- i) If there are issues of non-compliance of any sort, the inspection processes, as outlined in the Sewer Management Agreement and Heyburn State Park Float Home Lease Agreements, have been non-compliant. Any float home that might be non-compliant should have been notified, given a chance to remedy any concerns, or their lease renewal closely re-evaluated.

#### **4. This Is What Float Homes Have Done/Spent**

- a) Float home owners have brought “moneys to the table”
  - i) Installed grey water systems that meet the sewer management agreement in 2011.
  - ii) Have contracts in place for grey water pumping, hauling, and disposal by Panhandle Health approved and licensed workers (\$\$) (Contract examples available)
  - iii) Have contracts in place for annual plumbing system inspections by an Idaho licensed plumber (\$\$) (Examples available)
  - iv) Have installed electric or solar toilets (\$\$)
  - v) Recently upgraded electrical systems to comply with state standards (\$\$)
- b) Clean up the bay of debris and trash that naturally flows into the bay from upriver
- c) Have a good relationship with boaters and others who use the bay
- d) Individual cabin owners have spent \$5,000-\$8,000 each to assure that we are meeting the new Sewer Management Agreement and Plumber electrical requirements

#### **5. We’ve Made Every Effort to Comply With Park and Panhandle Health Guidelines.** (See preceding section)

#### **6. The Historical Value of the Hidden Lake float Community Is Underestimated**

- a) Hidden Lake float homes pre-date the conception of Heyburn State Park
- b) There is no other float home community with this history left in the continental United States
- c) The float homes are still configured similar to how they were a century ago
- d) Some are more than 100 years old, one possibly pre-dating statehood

average annual increases in lease fees, over 10 years float home lease fees would generate nearly \$500,000.

- b) Additional Park revenue from boat garage and moorage leases at the Chatcolet Marina, gas and incidentals purchased from the Park, float home friends renting Park cabins and staying in the Park campground, parking passes, etc. are probably another \$200,000-300,000 (and possibly more). It would not be unreasonable to say that, at the end of 10 years, total float home related income could approach a million dollars per year.
- c) Based on informal surveys of float home owners, taxes to Benewah County, supplies and gasoline purchased in Plummer and St. Maries, auxiliary lodging and dining services, attending area celebrations and Native American activities, and similar community offerings, other non-Park revenue generated could total an additional \$800,000 to \$1,000,000 over 10 years. For cash-strapped rural counties such as Benewah and Kootenai, this is important.
- d) Dr. Steven Campbell, of the University of Idaho Accounting Department and a former economic advisor to float home owners, once spoke to the IDPR board about the negative effect of not renewing leases for float homes, felt that they were an area asset and said that a restructure of the lease could meet the needs of various parties.

### 3. **This Is the Current Situation**

- a) Hidden Lake float home lessees have been responsible citizens in caring for Hidden Lake.
  - i) Use few Park resources as we provide trail maintenance, use our own docks, keep the bay clean of trash, etc.
  - ii) Help protect the shoreline from erosion and degradation
  - iii) Help limit the growth of invasive species aquatic weeds in the lake
  - iv) Improve fishing (according to the Panhandle Bass Angler Association which is a member of the Idaho Bass Angler Federation). Both the wild lily pads and the float homes provide cover and protection for fish fry.
  - v) Provide much-needed revenue to area businesses, counties and the Park
- b) Except for the former Goodspeed float home (which has been removed from the bay), we are unaware of any complaints by anyone for non-compliance of regulations and float home owners have made a good faith effort to comply with the Sewer Management Agreement and Park lease agreement, as well as the planning phase of a new Chatcolet Marina in preparation for a more permanent solution.

we would likely be coming back to the Park Board and asking for an extension to allow us adequate time to resolve the situation. Well, just as expected, here we are.

I spoke with Dick Martindale, Director of Panhandle Health, Tuesday-before-last and he recalled that conversation and our very optimistic approach. Dick also reconfirmed that Panhandle Health is supportive of working towards a solution that connects float homes to a sewer. He did not see Panhandle Health as a barrier to the Park and float homes developing a solution as long as it results in us complying with the waste water management rules. Their preference is, of course, sooner rather than later but if we develop a plan Panhandle Health will be supportive.

#### **4. Overarching Goal: Expedite and Work Out a Mutually Satisfactory Solution.**

- a) Develop a master plan that will accommodate the needs of the Park and the historic float home community at Hidden Lake.
- b) It is in the best interest of all parties, including the general public, to enter into new, long-term lease agreements. This will require lease-terms which will adequately encompass the required planning effort and also assist float home owners in continuing to invest in attractive upgrades and improvements. A 5-year term would facilitate that process.
- c) A reasonable lease extension will allow time for finalizing a more cost-effective plan to replace the apparently unattainable goal of moving to a new Chatcolet Marina.
  - i) \$12,000,000 + is an unreasonable expenditure for something of this nature, given the current and projected economy. However, we now know what the likely cost will be for a long-term plan for the Chatcolet marina. As you know parks often plan 20-40 years out. Ultimately, Chat marina must be replaced and many of the items the Park outlined in the comprehensive plan would be desirable. So one alternative is to approach this in phases, determine the priorities, set timelines, and segment the cost out in 4 or 5 phases every 5 years to reach the vision of a comprehensive Chatcolet Marina.
- d) Currently governmental policy limiting the availability of moorage sites makes actually moving such a large number of float homes anywhere virtually impossible. Frankly, in the near future, termination of float home leases would create an impossible situation for float home owners and their considerable investment.

#### **2. Extending Leases Would Help Assure the Park of Self-sustaining Revenue, Ultimately Saving Tax-payer Dollars for Use on Other Park Service Needs**

- a) Estimated revenues from float home leases alone come to about \$47,000 per year and with on-going CPI increases will be \$50,000 per year soon. With

– and we need your help as these irreplaceable icons are endangered as never before.

## **2. Background**

Mr. White has provided you with extensive materials on the history of the float homes and has prepared a presentation to update you. Rather than repeat what is in his presentation, the intent of these comments is to add some context to the history of the float homes and reiterate a few important points; along with our firm commitment to work with IDPR and the Park Board toward a mutually beneficial solution.

First, the cabins have been in the Park area for a very long time, some since before the Park was established and possibly even statehood. During this time the Park and float homes have co-existed quite successfully and it was only around 1980 that there was some effort to remove the cabins from the bay. Absent that one board (which was divided in a 4-3 decision), the park boards have generally supported the cabins. Additionally, that move to remove the cabins was later overturned with a recommendation to find a solution to keep the cabins in the Park. Obviously, much has changed over the years and we believe that everyone is now better positioned to find a solution that will work for all.

The Hidden Lake float homes are just a few of the 167 cabins in Heyburn State Park. Park boards long ago made a commitment for a Park that included cabins and this appears to have been a very wise economic decision. As you know, Heyburn is one of the few, if not the only, state park in Idaho that supports itself and actually helps fund other parks as well. We also understand that, more recently, the Governor's office has experienced limited access to general funds and has directed the parks to become self-sustainable. The float homes and the land cabins both have made a positive contribution towards supporting this goal.

## **3. Issues at Hand**

We are approaching the end of our lease with the Park and the Park's Sewer Management Agreement with Panhandle Health. The lease was set for 5 years with the intent that we would be able to implement a long-term solution. We are here today because we have not been able to yet identify and implement a solution that pleases all parties. As a reminder for those who were not part of the last lease discussion, at the time the lease was renewed, the key parties involved understood there was little likelihood that 5 years would be an adequate planning and implementation time period given the economy, complex questions and the multiple constituencies involved. I believe many of the people that participated in that discussion fully expected that another lease would be required to adequately develop a solution and follow it through to fruition. I recall a conversation with Dave Ricks and Dick Martindale where we had that exact discussion. We felt that a 5-year timeline was very optimistic but that we should try. We discussed at that time that

(It is requested that these comments be entered into the public record of the meeting in their entirety)

**DRAFT COMMENTS CONCERNING HEYBURN - HIDDEN LAKE FLOAT HOMES  
prepared for  
IDPR PARKS AND RECREATION BOARD MEETING AT COEUR D'ALENE  
MAY 9, 2012**

Presented by  
David Kimberling  
President of Heyburn State Park Leaseholders Association and  
Hidden Lake Float Home Owner

**1. Summary of Key Points**

- a. Moving the float homes from Hidden Lake to a new marina at Chatcolet, as was proposed by the Park Board, would cost around \$12 million and apparently is not going to be possible.
- b. Float home owners are eager to work with the Park to arrive at a solution which works for the Park, Panhandle Health and the float home owners.
- c. Float home owners have been good stewards, have been in existence for over 100 years, and contribute to the Park's budget roughly \$50,000 a year or \$500,000 over a ten-year term. Additionally, the float homes are part of the tax base for Benewah County. Also, owners and their friends spend money in St. Maries, Plummer and surrounding areas. In recent years, individual owners have spent roughly \$5,000-\$8,000 per float home to try and update and standardize all waste water disposal and electrical issues in accordance with the requirements of Panhandle Health District and Plummer Electric. The sewer system, which the Park built at the cost of about \$4 to \$6 million, was constructed with added capacity to handle all float homes. A workable and practical solution would be to find a way to hook up the float homes from Hidden Lake to this system. We believe that float home owners would contribute significantly to this effort if the lease term were long enough to amortize the cost.
- d. The Park does not have the funds or a plan for use of the steep-bank area of Hidden Lake. The banks behind practically all the float homes are hardly usable with the exception of the area behind three cabins on the north end. We would be willing to discuss how this flat area could be made available for possible future public access Park facilities by relocating these cabins to another part of the bay (map attached).
- e. The legacy of the Hidden Lake float home community has deep historical roots into Idaho's early pioneer history and is the last original configuration of its kind left in the continental USA. To disrupt this historical setting would be short-sighted. The float homes help tell the northern Idaho story

When the inspection is finished, please send the Verification of Compliance and receipt for service to the address below.

Contact Person For Questions and His/Her Phone Number:-

\_\_\_\_\_

Billing Name (if different): \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_