

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, MAY 11, 2015**



- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
April 27, 2015, Regular Meeting, April 30 Special Meeting**
  
- 5. COMMUNICATIONS:**
  - A. From the Public** (Please limit comments to 3 minutes)
  - B. From the Mayor**
  - C. From Staff or Employees**
  
- 6. COMMITTEE REPORTS:**
  - A. Finance – Audit Report on Current Bills**
  - B. Public Safety – May 5**
  - C. Public Works –**
  - D. Administrative/Intergovernmental – May 11**
  - E. Community Development – May 5**
  
- 7. UNFINISHED BUSINESS:**
  - A. Ordinance No. 1538, Zoning Map Change re: 1226 and 1234 Chestnut – 2nd Reading for Action**
  - B. Ordinance No. 1539, Franchise Agreement with PUD – 2nd Reading**
  
- 8. NEW BUSINESS:**
  - A. I Made the Grade Event Notice (CD)**
  - B. Lodging Tax Funding Request, Lewis Clark Wine Alliance (CD)**
  
- 9. COUNCIL COMMENTS**
- 10. MEDIA QUESTIONS**
- 11. EXECUTIVE SESSION: Litigation, Union Negotiations**
- 12. ADJOURN:**

Time limits for addressing the council have been established by council direction. Presentations are limited to 15 minutes and public comments are limited to 3 minutes per person, per topic.

Individuals with disabilities may request reasonable accommodations by calling (509) 769-0131 at least three days prior to meeting.

**CLARKSTON CITY COUNCIL MINUTES**  
**April 27, 2015**

COUNCIL:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Beadles    | <input type="checkbox"/> Nash, excused         |
| <input checked="" type="checkbox"/> Provost    | <input checked="" type="checkbox"/> Baumberger |
| <input checked="" type="checkbox"/> Kolstad    | <input checked="" type="checkbox"/> Blackmon   |
| <input checked="" type="checkbox"/> Manchester |  |

MOTION BY BEADLES/PROVOST to excuse Nash. Motion carried.

STAFF:

- Chief Hastings    Chief Cooper    Clerk Storey    City Attorney Grow    PWD Martin

**AGENDA CHANGES:** Mayor Warren removed the executive session from the agenda.

**APPROVAL OF MINUTES:** MOTION BY BEADLES/BLACKMON to approve the minutes of the April 13, 2015, Regular Meeting and the April 20, 2015 Joint Meeting. Motion carried.

**COMMUNICATIONS:**

- A. From the Public:** Brian Shinn, 945 4<sup>th</sup> Street, thanked the councilmembers who attended the joint meeting. He felt a lot was accomplished. Shinn said the commissioners had a discussion with the court. He said normally a deferred prosecution carries a fee of \$300 to \$350. Half goes to the city and the county retains half. Shinn said the county half goes to the state; they take a share and return a portion to the county. The county I supposed to be paid at the time of judgment.
- B. From Mayor:** Mayor Warren congratulated Clarkston High School and Heights Elementary for achieving an award of excellence. Warren announced that AWC is holding Small City connectors. The nearest one will be in Dayton.
- C. From Staff:** PWD Martin reported that the 13<sup>th</sup> Street Project is progressing. Grinding started today so there is limited access to 13<sup>th</sup> Street. He said they have discovered that the grinding in some areas has hit base rock, which was unexpected. Paving will begin on May 5. Martin announced that we are working on security measures at City Hall and we are in the process of installing a camera system.

**COMMITTEE REPORTS:**

**Finance:** Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures for April 27, 2015 of \$341,677.99. MOTION BY PROVOST/BLACKMON to approve the bills. Motion carried.

**Public Safety:** Committee met April 21, 2015. Councilmember Beadles said Chief Hastings is working on the School Resource Officer contract for the next school year. An interlocal agreement with the Port was presented that would fund security cameras for the 2<sup>nd</sup> & Bridge intersection. There will be several staffing changes in the police department effective May 1. Chief Cooper said the dispatch agreement should be ready for council review soon. Paramedic training was discussed.

**Public Works:** Committee met on April 15. Councilmember Baumberger said there are two items from committee that are on the agenda.

**Admin Committee:** Councilmember Manchester said committee April 27. There are no items for council discussion.

**Community Development:** Committee met on April 21. PWD Martin presented the Planning Council Minutes 4/27/15

Commission recommendation for a zone change on Chestnut.

The newly forming LC Wine Alliance made a request for lodging tax funds to promote the wine industry in the valley.

Committee reviewed the request for the annual car show in downtown Clarkston.

Committee was pleased to see the work being done on the south entry to town.

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**A. Ordinance No. 1538, Zoning Map Amendment re: 1226 and 1234 Chestnut – 1<sup>st</sup> Reading**  
Ordinance No. 1538 was read by title.

**B. Interlocal Agreement with Port of Clarkston re: Port Security Grant**

Chief Hastings explained that the grant would extend the Port's surveillance system by placing cameras at the intersection of 2<sup>nd</sup> and Bridge Streets. Hastings said that is the busiest intersection in the City. The city would be responsible for maintenance and operation of the cameras. There is no match to the grant. Hastings said the estimated life of the cameras is seven years. The important part of the project is the connectivity at the location. MOTION BY BEADLES/MANCHESTER to approve the Interlocal agreement. Kolstad asked how secure the cameras are. Hastings said they seem to be pretty secure. Motion carried.

**C. Right of Way Lease Request – Update**

PWD Martin said after reviewing the old proposed agreement, there is some language that should be updated. In 2006, the owner of Sycamore Street Grill proposed an outdoor seating area. The City would lease some of the right-of-way and the seating area would bump out into that right-of-way. The project never took place. The building has new owners now and they want to move forward with the plan.

**D. Ordinance No. 1539, Franchise Agreement with PUD – 1<sup>st</sup> Reading**

Ordinance No. 1539 was read by title. PWD Martin said it was discovered recently that the franchise with the PUD had expired. It was reviewed and suggested the term be extended to 30 years instead of 25. There was also a change to the language in Section XII that clarified the effect of vacating a street or alley.

**E. Special Event Permit, Cruzin to Clarkston Car Show.**

Councilmember Beadles said the annual car show will be on June 27. Sycamore Street will be closed to through traffic also. MOTION BY BEADLES/PROVOST to approve the request subject to permits from the State DOT. Motion carried.

**COUNCIL COMMENTS:**

Councilmember Beadles said the zone change application would be to allow a business in an old cement block building which should be an improvement to the area.

Councilmember Kolstad said he was pleased to see the Wine Alliance proposal and the apparent support from Community Development Committee.

**MEDIA QUESTIONS:**

**ADJOURNMENT:**

Meeting adjourned at 7:28 p.m.

Total Fund Expenditures, 4/27/15	Ck #03/2015-Excise, 58953-59011	\$211,570.63
Payroll, 4/15/15	Ck #58931-52	\$130,107.36

DRAFT

**CLARKSTON CITY COUNCIL MINUTES**  
**Special Meeting**  
**April 30, 2015**

COUNCIL:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Beadles    | <input checked="" type="checkbox"/> Nash     |
| <input type="checkbox"/> Provost, excused      | <input type="checkbox"/> Baumberger, excused |
| <input checked="" type="checkbox"/> Kolstad    | <input checked="" type="checkbox"/> Blackmon |
| <input checked="" type="checkbox"/> Manchester |  |

STAFF:

- PWD Martin  Clerk Storey  City Attorney Grow  Chief Cooper

Mayor Warren called the meeting to order at 6:00 p.m.

**NEW BUSINESS:**

**A. Authorize Change Order for 13<sup>th</sup> Street Project**

PWD Martin explained that the grinding of 13<sup>th</sup> Street has revealed a very poor base under the pavement with major transverse cracking. Martin shared some photos of the problems that were discovered. The grinding was to be 2/10 of a foot and they struck base gravel at that depth. Martin said rather than laying a new 2 inch pavement mat over a poor base, the proposal is to pulverize the existing pavement, level and compact it, and lay a 3 inch mat over. That process would, in effect, be like a new street instead of putting a band aid on a poor job.

The subcontractor who did the grinding is still on site and can do the pulverizing. The added cost is estimated to be about \$165,000.

Funds are available from the same source as the rest of the project. The city will have to pay the 13.5% match of about \$25,000. Martin said there is about \$75,000 in the Street Reserve Fund that can be used for the match. Asotin County has funds they don't need for the Fleshman Way project that they will de-obligate through the MPO, who will in turn obligate it to the City's project. It will take a few months to get through that process, but we have been assured the funds will be available. An interfund loan will likely be needed to cover the additional expense until the Federal funds are received. MOTION BY NASH/BEADLES to authorize the change order and \$25,000 in matching funds from the Street Reserve. Martin said it will extend the project by about a week. Motion carried; 4-0-1; Kolstad abstained.

**ADJOURNMENT:**

Meeting adjourned at 6:08 p.m.

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Vickie Storey, City Clerk

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Kathleen A. Warren, Mayor

Community Development Committee

May 5, 2015

Attendance: Brian Kolstad, George Nash, Belinda Campbell, Brad Styner, Terry Beadles

Brad Styner of SEWEDA discussed a Strategic Planning Meeting on May 12<sup>th</sup>; at 1:00PM at Clarkston City Hall. Everyone is invited to attend this meeting.

The committee acknowledged a letter from Clarkston High School Performing Arts Boosters. The letter announces the 35<sup>th</sup> annual "I Made the Grade" Lewiston- Clarkston bicycle hill climb. The event will be held Saturday June 13<sup>th</sup> from 8:00AM to 1:00PM.

Belinda discussed bicycle signs that would promote bicycling in the valley. The promotion would include way finding signs, bike rentals, and maps. There will be more information presented in the future.

Public Safety Committee

May 5, 2015

Attendance: Chief Hastings, Chief Cooper, Bill Provost, Dick Jones, Terry Beadles

Chief Cooper reported that 11) firefighters will be attending the Hammer fire training at Hanford. Several members of Asotin Fire District will be attending, also.

Chief Hastings discussed the EVOC training that will be conducted in Spokane. The training is a cooperative venture of Clarkston Police Department, WSU Police Dept., Pullman Police Dept., Whitman County Sheriff Dept., and Liberty Lake Police Dept.

The recently ordered patrol vehicle for Clarkston has arrived. It will be placed in service when the necessary equipment has been installed.

Inland Cellular announced that they will be promoting "Don't Text and Drive" campaign.

Signs have been installed by the Public Works Department to discourage panhandling.

ORDINANCE NO. 1538

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 17.05.080, WHICH ESTABLISHES THE OFFICIAL ZONING MAP OF THE CITY OF CLARKSTON.

WHEREAS, the Planning Commission held a public hearing on April 6, 2105 to consider a request from Mark Schwemmer on Zoning Map Change Application No. 2015-01 and adopted Findings of Fact, Conclusions of Law and a Recommendation to approve the zone change;

NOW THEREFORE, be it ordained by the City Council of the City of Clarkston as follows:

SECTION 1.0

Clarkston Municipal Code Chapter 17.05.080 is hereby amended as follows:

The properties described below are hereby changed from Medium Density Residential (R-2) to Neighborhood Commercial (NC) zoning designation:

The East 85 ft. of the South one-half of Lot 11 of Block Y of Vineland and  
The South half of Lot 10 Block Y of Vineland PT S153 W71.85 Lot 10 Block Y,  
excepting that portion of Lots 10 and 11 of Block Y described as follows:  
Commencing at the Centerline intersection of 12<sup>th</sup> St and Chestnut (the SE corner of Block Y); thence N. 89°59'02" W, along the centerline of Chestnut for 164.99 ft. to the SE corner of Lot 10 and the true point of beginning; thence N 89°59'02" W, for 93.15 ft.; thence N 00°00'03" E, for 120.44 ft.; thence 44°59'30" W, for 46.76 ft.; thence N 89°59'02" W, for 32.36 ft.; thence N 39°24'16" W, for 12.95 ft.; thence N 89°59'02" W, for 24.19 ft.; thence S 00°00'03" W, for 10.00 ft.; thence N 89°59'02" W, for 59.00 ft.; thence N 00°00'03" E, for 176.45 ft.; thence S 89°59'02" E, for 249.98 ft.; thence S 00°00'03" W, for 329.95 ft. to the point of beginning.

That part of Lot 11 of Block y of Vineland described as follows:

Commencing at the SW corner of Lot 11 of Block Y of Vineland; thence E along the centerline of Chestnut Street for a distance of 80 ft.; thence N for a distance of 165 ft.; thence W 80 ft. to the West line of said lot 11; thence S along the West line for a distance of 165 ft. to the place of beginning.

SECTION 2.0

This ordinance shall be in full force and effect upon the signing hereof by the Mayor, attestation by the City Clerk and publication as required by law.

Dated this 11<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Kathleen A. Warren, Mayor

ATTEST BY:

\_\_\_\_\_  
Vickie Storey, City Clerk

Report Date: 02/25/2015

Asotin County Assessor  
PrintParcelInfo

Report Time: 10:57 AM

Page 1

ID: 1 004 18 010 0003 0000

Subd: 1210 TCd: 21 St: Typ: 69 SC: R: R4 Z: D: 2 ID NO: 911300

Property Name: SCHWEMMER, GWEN  
Address: SCHWEMMER, MARK  
CHESTNUT ST  
CLARKSTON, WA 99403

Mailing Name: SCHWEMMER, GWEN  
Address: SCHWEMMER, MARK  
PO BOX 204  
CLARKSTON WA 99403

Legal: Sec/Blk: Twn/Lot: 10 Rg/Blk: Y L/I: 0113 Mortgage#: T/S:  
Bank: WELLS FARGO REAL ESTATE TAX SV

Desc 1: VINELAND Desc 2: PT S153 W71.85 LT 10 BKY

Desc 3: Desc 4: WAREHOUSE 1948

Acres:	0.22	Impr:	0.00	Unimpr:	0.00	Impr:	Unimpr:
Acre Values:	Market - ->	Impr:	0	Unimpr:	0	Open/Sp ->	Impr: 0 Unimpr: 0
Curr Value:	Market - ->	Land:	32,000	Impr:	6,900	38,900	Tax Information:
	Open/Sp ->	Land:	0	Impr:	0	0	Tax Levied: 494.01
	Sen/Cit ->	Land:	0	Impr:	0	0	Exempt: 0.00
Prev Value:	Market - ->	Land:	32,000	Impr:	6,700	38,700	Weed: 0.00
	Open/Sp ->	Land:	0	Impr:	0	0	
	Sen/Cit ->	Land:	0	Impr:	0	0	

SUMMARY TOTAL

YR	Tax Amnt	Paid	Balance	Half 1	Half 2	Penalty	Interest	Total
11	518.41	518.41-	0.00	0.00	0.00	0.00	0.00	0.00
12	529.22	529.22-	0.00	0.00	0.00	0.00	0.00	0.00
13	537.49	537.49-	0.00	0.00	0.00	0.00	0.00	0.00
14	503.44	503.44-	0.00	0.00	0.00	0.00	0.00	0.00

mmddy 2/25/15

Report Date: 02/25/2015

Asotin County Assessor  
PrintParcelInfo

Report Time: 10:18 AM

Page 1

ID: 1 004 18 011 0004 0000

Subd: 1210 TCd: 21 St: Typ: 11 SC: R: R4 Z: D: 2 ID NO: 911300

Property Name: SCHWEMMER, GWEN  
Address: SCHWEMMER, MARK  
1226 CHESTNUT ST  
CLARKSTON, WA 99403

Mailing Name: SCHWEMMER, GWEN  
Address: SCHWEMMER, MARK  
PO BOX 204  
CLARKSTON WA 99403

Legal: Sec/Blk: Twn/Lot: 11 Rg/Blk: Y L/I: 0113 Mortgage#: T/S:  
Bank: WELLS FARGO REAL ESTATE TAX SV

Desc 1:	VINELAND	Desc 2:	PT S1/4 E85 LT 11 BK Y						
Desc 3:		Desc 4:	YB 1900 SQ 2816 B 553*						
Acres:	0.33	Impr:	0.00	Unimpr:	0.00	Impr:	0	Unimpr:	0
Acre Values:	Market - ->Impr:	0	Unimpr:	0	Open/Sp- >Impr:	0	0		
Curr Value:	Market - ->Land:	36,000	Impr:	150,800	186,800	Tax Information:			
	Open/Sp ->Land:	0	Impr:	0	0	Tax Levied:	2,372.29		
	Sen/Cit ->Land:	0	Impr:	0	0	Exempt:	0.00		
Prev Value:	Market - ->Land:	36,000	Impr:	146,400	182,400	Weed:	0.00		
	Open/Sp ->Land:	0	Impr:	0	0				
	Sen/Cit ->Land:	0	Impr:	0	0				

SUMMARY TOTAL

YR	Tax Amnt	Paid	Balance	Half 1	Half 2	Penalty	Interest	Total
11	387.62	387.62-	0.00	0.00	0.00	0.00	0.00	0.00
12	1346.16	1346.16-	0.00	0.00	0.00	0.00	0.00	0.00
13	2533.29	2533.29-	0.00	0.00	0.00	0.00	0.00	0.00
14	2372.82	2372.82-	0.00	0.00	0.00	0.00	0.00	0.00

mmddyy 2/25/15

**EXHIBIT A**

**LEGAL DESCRIPTION:**

**PARCEL I:**

THE EAST EIGHTY-FIVE (E. 85 FT) OF THE SOUTH ONE-HALF OF LOT ELEVEN (11) OF BLOCK "Y" OF VINELAND, ASOTIN COUNTY, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF.

LESS AND EXCEPTING THAT PORTION OF LOTS 10 AND 11 OF BLOCK "Y" OF VINELAND, IN THE CITY OF CLARKSTON, COUNTY OF ASOTIN, STATE OF WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

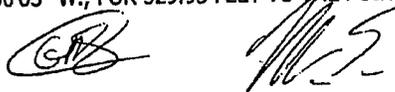
COMMENCING AT THE CENTERLINE INTERSECTION OF 12TH STREET AND CHESTNUT (THE SE CORNER OF BLOCK "Y"); THENCE N. 89°59'02" W., ALONG THE CENTERLINE OF CHESTNUT FOR 164.99 FEET TO THE SOUTHEAST CORNER OF LOT 10 AND THE TRUE POINT OF BEGINNING; THENCE N. 89°59'02" W., FOR 93.15 FEET; THENCE N. 00°00'03" E., FOR 120.44 FEET; THENCE N. 44°59'30" W., FOR 46.76 FEET; THENCE N. 89°59'02" W., FOR 32.36 FEET; THENCE N. 39°24'16" W., FOR 12.95 FEET; THENCE N. 89°59'02" W., FOR 24.19 FEET; THENCE S. 00°00'03" W., FOR 10.00 FEET; THENCE N. 89°59'02" W., FOR 59.00 FEET; THENCE N. 00°00'03" E., FOR 176.45 FEET; THENCE S. 89°59'02" E., FOR 249.98 FEET; THENCE S. 00°00'03" W., FOR 329.95 FEET TO THE POINT OF BEGINNING.

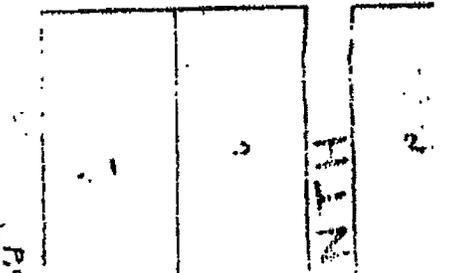
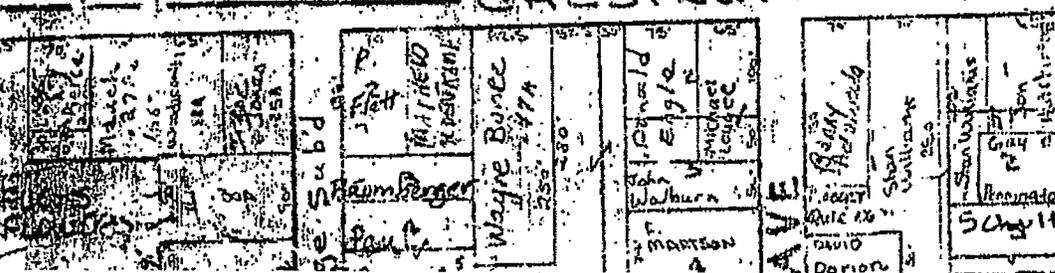
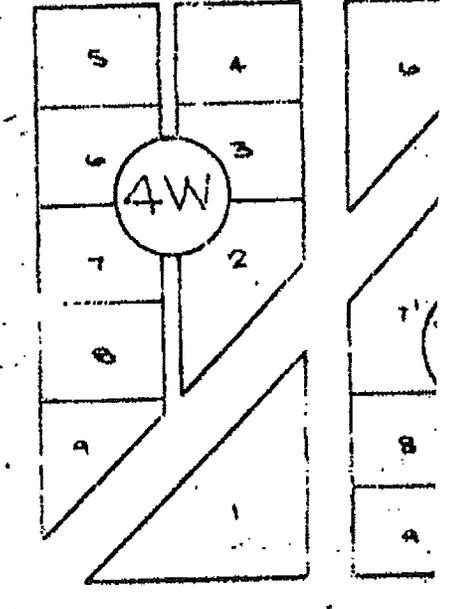
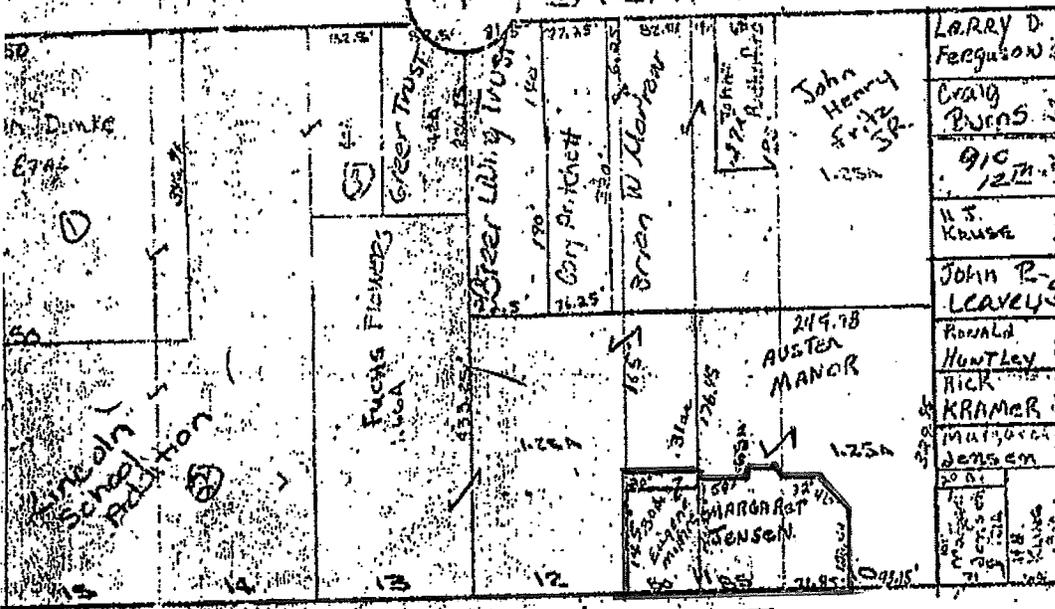
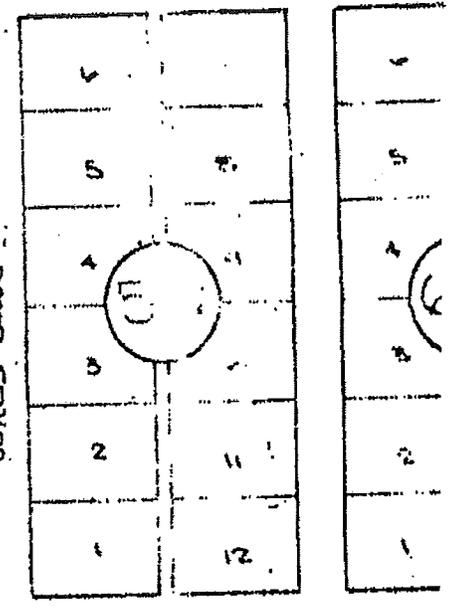
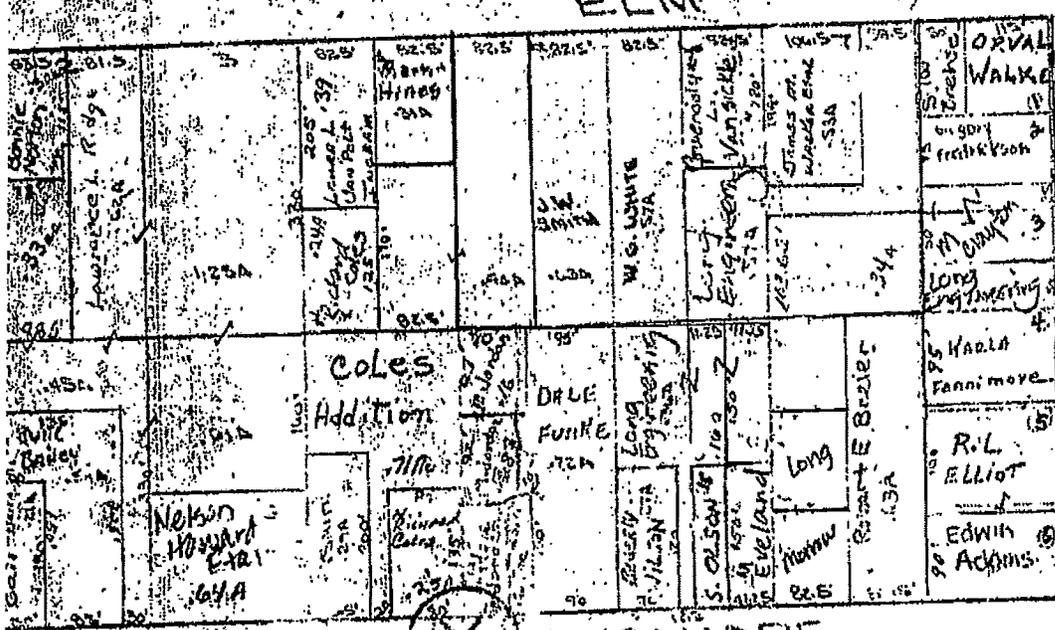
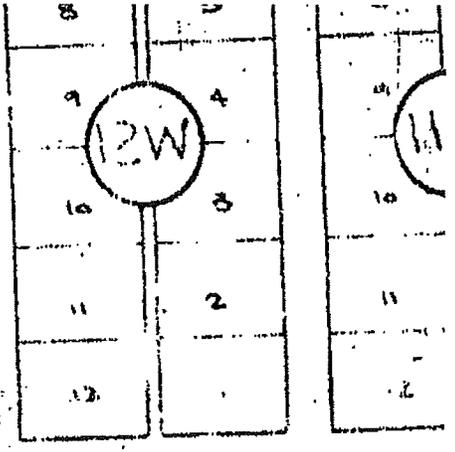
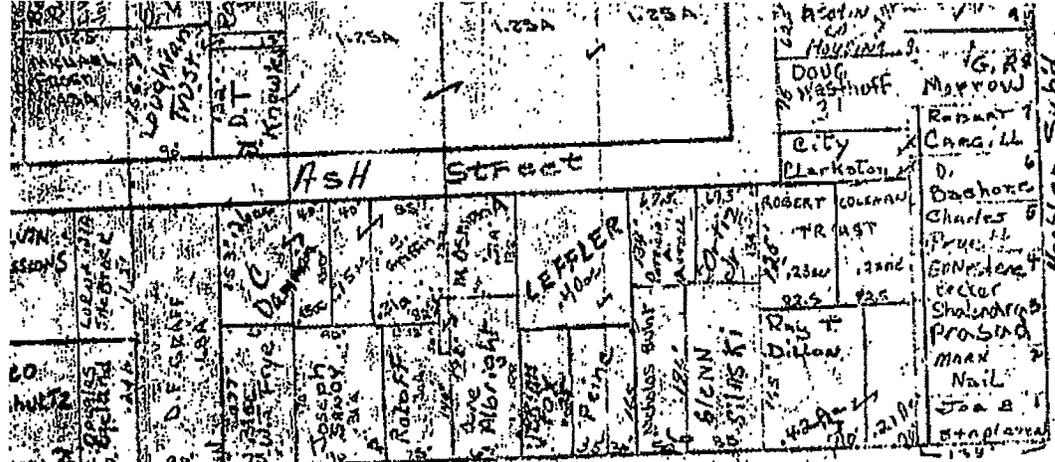
**PARCEL II:**

THE SOUTH HALF OF LOT TEN (10) OF BLOCK "Y" OF VINELAND, ASOTIN COUNTY, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF.

LESS AND EXCEPTING THAT PORTION OF LOTS 10 AND 11 OF BLOCK "Y" OF VINELAND, IN THE CITY OF CLARKSTON, COUNTY OF ASOTIN, STATE OF WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 12TH STREET AND CHESTNUT (THE SE CORNER OF BLOCK "Y"); THENCE N. 89°59'02" W., ALONG THE CENTERLINE OF CHESTNUT FOR 164.99 FEET TO THE SOUTHEAST CORNER OF LOT 10 AND THE TRUE POINT OF BEGINNING; THENCE N. 89°59'02" W., FOR 93.15 FEET; THENCE N. 00°00'03" E., FOR 120.44 FEET; THENCE N. 44°59'30" W., FOR 46.76 FEET; THENCE N. 89°59'02" W., FOR 32.36 FEET; THENCE N. 39°24'16" W., FOR 12.95 FEET; THENCE N. 89°59'02" W., FOR 24.19 FEET; THENCE S. 00°00'03" W., FOR 10.00 FEET; THENCE N. 89°59'02" W., FOR 59.00 FEET; THENCE N. 00°00'03" E., FOR 176.45 FEET; THENCE S. 89°59'02" E., FOR 249.98 FEET; THENCE S. 00°00'03" W., FOR 329.95 FEET TO THE POINT OF BEGINNING.





AFTER RECORDING MAIL TO:

First American Title Company  
330 Diagonal Street  
Clarkston, WA 99403

Inst: 330831 07/20/2012 4:05PM  
Filed: FIRST AMERICAN TITLE Fee Cd: D-03  
Code: 088 S W Deed 64.00  
Asotin County Auditor Excise: 45992

Filed for Record at Request of:  
First American Title Company

### STATUTORY WARRANTY DEED

File No: **421650-CL (th)**

Date: **July 03, 2012**

Grantor(s): **Margaret J. Jensen**

Grantee(s): **Gwen Schwemmer and Mark Schwemmer**

Abbreviated Legal: **PTN OF LOTS 10 AND 11, BLOCK "Y" OF VINELAND, ASOTIN COUNTY, WASHINGTON**

Additional Legal on page:

Assessor's Tax Parcel No(s): **1004180110004 and 1004180100003**

**THE GRANTOR(S) Margaret J. Jensen, an unmarried woman for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Gwen Schwemmer and Mark Schwemmer, wife and husband, the following described real estate, situated in the County of Asotin, State of Washington.**

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Margaret J. Jensen

*Margaret J. Jensen by Barbara J. Cook, Attorney in Fact*  
By: Barbara J. Cook, Attorney in Fact

REAL ESTATE EXCISE TAX

PAID \$ 330.10 DATE 7/20/12

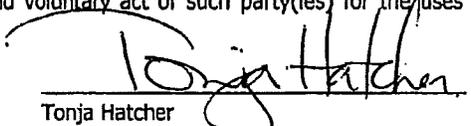
RECEIPT No. 45992  
ASOTIN COUNTY TREASURER

By [Signature]  
SALE PRICE 217000.00

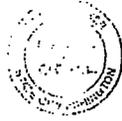
STATE OF Washington )  
 )-ss  
COUNTY OF Asotin )

I certify that I know or have satisfactory evidence that **Barbara J. Cook** (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they (is/are) are authorized to execute the instrument and acknowledged it as the **Attorney in Fact** of **Margaret J. Jensen** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 7-19-12



Tonja Hatcher  
Notary Public in and for the State of Washington  
Residing at: Asotin, WA  
My appointment expires: 7-29-13



TONJA HATCHER  
NOTARY PUBLIC WASHINGTON  
Residing at Asotin, WA  
My Comm Expires July 29, 2013



TONJA HATCHER  
NOTARY PUBLIC WASHINGTON  
Residing at Asotin, WA  
My Comm Expires July 29, 2013



Report Date: 02/25/2015  
ID: 1 004 18 011 0005 0000

Asotin County Assessor  
PrintParcelInfo

Report Time: 10:54 AM

Page 1

Subd: 1210 TCd: 21 St: Typ: 11 SC: R: R4 Z: D: 2 ID NO: 932800

Property Name: MYHRE, EUGENE E JR  
Address: 1234 CHESTNUT ST  
CLARKSTON WA 99403

Mailing Name: MYHRE, EUGENE E JR  
Address: 1234 CHESTNUT ST  
CLARKSTON WA 99403

Legal: Sec/Blk: TwN/Lot: 11 Rg/Blk: Y L/I: 0328 Mortgage#: T/S:  
Bank: BANK OF AMERICA 11251

Desc 1: VINELAND Desc 2: S 165' W80' LOT 11 BLK Y  
Desc 3: Desc 4: YB 1912 SQ 1216 B 400\*  
Acres: 0.30 Impr: 0.00 Unimpr: 0.00 Impr: Unimpr:  
Acre Values: Market ->Impr: 0 Unimpr: 0 Open/Sp->Impr: 0 0  
Curr Value: Market ->Land: 36,000 Impr: 76,800 112,800 Tax Information:  
Open/Sp->Land: 0 Impr: 0 0 Tax Levied: 1,432.52  
Sen/Cit ->Land: 0 Impr: 0 0 Exempt: 0.00  
Prev Value: Market ->Land: 36,000 Impr: 74,600 110,600 Weed: 0.00  
Open/Sp->Land: 0 Impr: 0 0  
Sen/Cit ->Land: 0 Impr: 0 0

SUMMARY TOTAL

YR	Tax Amnt	Paid	Balance	Half 1	Half 2	Penalty	Interest	Total
11	1481.56	1481.56-	0.00	0.00	0.00	0.00	0.00	0.00
12	1512.44	1512.44-	0.00	0.00	0.00	0.00	0.00	0.00
13	1536.08	1536.08-	0.00	0.00	0.00	0.00	0.00	0.00
14	1438.78	1438.78-	0.00	0.00	0.00	0.00	0.00	0.00

*dave 1/2/13@cablone.net  
last deeds*



THIS SPACE PROVIDED FOR RECORDER'S USE  
178831

Filed for Record at Request of

When Recorded Return to:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

*Judith A. Fuchs*  
Notary Public  
ASOTIN COUNTY WASHINGTON

**STATUTORY WARRANTY DEED**

THE GRANTOR **GARY L. FUCHS and JUDY A. FUCHS**, husband and wife

for and in consideration of **Ten Dollars (\$10.00)** and other good and valuable consideration

in hand paid, conveys and warrants to **EUGENE E. MYHRE, JR. and DEBORAH L. MYHRE**, husband and wife

the following described real estate, situated in the County of **Asotin** State of **Washington**.

That part of Lot 11 of Block "Y" of VINELAND according to plat recorded in Book A of Plats, page 19, in Asotin County, Washington, more particularly described as follows:

Commencing at the Southwest corner of said Lot 11 of Block "Y" of Vineland; thence East along the centerline of Chestnut Street for a distance of 80 feet; thence North for a distance of 165 feet; thence West 80 feet to the West line of said lot 11; thence South along the West line for a distance of 165 feet to the place of beginning.

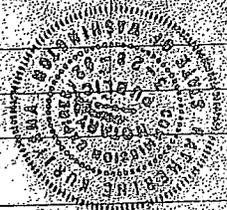
**SUBJECT TO:** These premises are within the Asotin County Public Utilities District #1 and are subject to the levies and assessments thereof.

REAL ESTATE EXCISE TAX  
PAID \$ 1.00 DATE 6/22/88  
RECEIPT NO. 178831  
ASOTIN COUNTY TREASURER  
*[Signature]*

Dated \_\_\_\_\_, 19 \_\_\_\_

*[Signature]*  
*[Signature]*

By \_\_\_\_\_  
By \_\_\_\_\_



STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

On this day personally appeared before me GARY L. FUCHS  
and JUDY A. FUCHS

On this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ before me, the undersigned, a Notary Public in and for  
the State of Washington, duly commissioned and sworn, personally  
appeared \_\_\_\_\_

to me known to be the individual described in and who executed  
the within and foregoing instrument, and acknowledged that  
they  
signed the same as their  
free and voluntary act and deed, for the uses and purposes therein  
mentioned.

and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President  
and \_\_\_\_\_ Secretary respectively of

GIVEN under my hand and official seal this  
27th day of June 19 88

the corporation that executed the foregoing instrument, and acknowl-  
edged the said instrument to be the free and voluntary act and deed  
of said corporation, for the uses and purposes therein mentioned,  
and on oath stated that \_\_\_\_\_  
authorized to execute the said instrument  
and that the seal affixed is the corporate seal of said corporation.

*[Signature]*  
Notary Public in and for the State of Washington, residing at  
Federal Way, WA

Witness my hand and official seal hereto, affixed the day and year  
first above written.

*[Signature]*  
My commission expires 3/21/92

Notary Public in and for the State of Washington, residing at \_\_\_\_\_

## ORDINANCE NO. 1539

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, GRANTING A FRANCHISE TO PUBLIC UTILITY DISTRICT NO. 1 OF ASOTIN COUNTY, WASHINGTON TO CONSTRUCT, OPERATE AND MAINTAIN A WATER DISTRIBUTION SYSTEM IN, OVER AND ALONG CITY STREETS, ALLEYS, AND OTHER CITY PROPERTY IN ASOTIN COUNTY, WASHINGTON.

THE CITY COUNCIL OF THE CITY OF CLARKSTON AT A REGULAR MEETING ASSEMBLED DO ORDAIN AS FOLLOWS:

## I.

That a franchise be and the same is hereby given and Granted to Public Utility District No. 1 of Asotin County, Washington doing business in Asotin County, State of Washington, its successors and assigns for a period of thirty years from and after the adoption date to construct, operate and maintain a water distribution system in, under and along and over public streets, alleys, and other public property located within the City of Clarkston, Asotin County, Washington.

## II

Public Utility District No. 1 of Asotin County, Washington, its successors and assigns (hereinafter referred to as District) shall have the right and authority to enter upon the City streets, roads, alleys, rights of way and other City property for the purpose of constructing and installing its water distribution system and all necessary facilities connected therewith (hereinafter referred to as the "distribution system") and for repairing, operating, maintaining, removing and replacing all or any portion of its distribution system.

## III

All construction and installation work where crossing City roads, streets, alleys or rights of way or other City property shall be submitted for the approval of the City Supervisor and /or Director of Public Works.

## IV

Prior to commencement of construction of any portion of said distribution system, the District shall first file with the City Supervisor and/or Director of Public Works its plans and specifications in duplicate showing the position, depth and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing City streets, roads, alleys, rights of way or other City property.

The distribution systems shall be installed in conformity with said plans, except in instances in which deviation may be allowed thereafter in writing by the City Supervisor and/or Director of Public Works pursuant to application by District. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, back fill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc.

No construction shall be commenced without the District first securing a written permit from the City Supervisor and/or Director of Public Works, including approval endorsed on one set of plans and specifications returned to the District. All such work shall be done subject to the supervision of the City Supervisor and/or Director of Public Works.

#### V

In any work which requires breaking of surface of the City's streets, roads, alleys, rights of way, or other City property subject to this franchise for the purpose of laying, relaying, connecting, disconnecting and repairing the said distribution system, and making connections between the same to structures and buildings of consumers or making connections to other facilities of the District now in existence or hereafter constructed, the District shall be governed by and conform to the general rules now existing or hereafter adopted by the officers charged with the supervision and care of such City streets, roads, alleys, rights of way and other City property; and the District at its own expense and with all convenient speed shall complete the work for which the surface has been broken and forthwith replace the work and make good the City street, road, alley, right of way, or City property and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the surface of the City roads, streets, alleys, rights of way or other City property shall be done prior to the filing of its plans with the City Supervisor and/or Director of Public Works; provided, however, that in cases of emergency arising after office hours when an immediate excavation may be necessary for protection of private or public property the same shall be reported to the City Police. Plans for restoration of the City road, street, alley, right of way, or other City property to the same condition as it was prior to such breaking shall be filed with the City Supervisor and/or Director of Public Works. The City may upon notice to the District at any time order or have done any and all work that they consider necessary to restore to a safe condition any such City road, street, alley, right of way or other City property left by the District or its agents in a condition dangerous to life and/or property, and the District upon demand shall pay to the City all costs of such work.

#### VI

All water distribution lines and facilities constructed, operated and maintained across City road, streets, alleys, rights of way or other City property as covered by this franchise shall be constructed, operated and maintained in compliance with the Standards of The American Water Work Association. All construction or installation of such lines and facilities, service repair or relocation of the same, performed along or under the City streets, rights of way or other county property subject to this franchise shall be done in such manner as not to interfere with the construction and maintenance of other utilities, public or private, drain, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of such city streets, rights of way or other county property. All utilities, public or private, actually installed in such city streets, rights of way or other county property prior in time to the installation of the lines and facilities of the grantee shall have preference as to the positioning and location of such utilities so installed with respect to the grantee. Such preference shall continue in the event of necessity of relocation or changing the grade of any such city street or right of away.

## VII

All work done under this franchise shall be done in a thorough and workmanlike manner. In the laying of water distribution lines and the construction of other facilities and the opening of trenches, the tunneling under any City streets, roads, alleys, rights of way and other City property, the District shall leave the trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same so that damage or injury shall not occur or arise by reason of such work, and where any such trenches, ditches or tunnels are left open at night, the District shall place warning lights and barricades at such a position as to give adequate warning of such work. The District shall be liable for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure to properly guard or give warning of any trenches, ditches or tunnels dug by the District.

## VIII

The City in granting this franchise does not waive any rights which it now has or may hereafter acquire with respect to City roads, streets, alleys, rights of way or other City property and this franchise shall not be construed to deprive the City of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City roads, streets, alleys, rights of way or other City property covered by this franchise.

## IX

If, at any time, the City shall improve or change any City road, street, alley, right of way or other City property subject to this franchise by grading or regarding, planking or paving the same, changes of grade, altering, changing, repairing or relocating the same or by constructing drainage facilities, the District upon written notice from the City Supervisor and/or Director of Public Works shall, at its sole expense, with all convenient speed change the location or readjust the elevation of its water distribution system and other facilities so that the same shall not interfere with such City work and so that such lines and facilities shall conform to such new grades or routes as may be established. The City shall in no way be held liable for any damages to said District that may occur by reason of any of the City's improvements, changes or works above enumerated, except for damage caused by negligence of the City's employees or agents.

## X

The laying, construction, operation and maintenance of the District's water distribution system authorized by this franchise shall not preclude the City, its agents, or its contractors from blasting, grading, excavating, or doing other necessary roadwork contiguous to the said lines and facilities of the District, providing that the District shall be given not less than fifteen (15) days' written notice of said blasting or other work in order that the District may protect its lines and facilities; provided further, that in the event of an emergency as determined by the City Supervisor and /or Director of Public Works, the District shall be given forty-eight (48) hours written notice.

## XI

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivision, plats, roads, and all other surveys, the District shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the District's operations under this franchise.

The method of referencing these monuments or other points to be referenced shall be approved by the City Supervisor and/or Director of Public Works. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as the conditions permit, and as directed by the City Supervisor and/or Director of Public Works. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the District. The District shall file a complete set of reference notes to monuments and other marker ties which have been re-established or disturbed.

## XII

If, at any time, the City shall vacate any City road, street, alley, right of way or other City property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, street, alley, right of way or other City property for the use of the City, either in its proprietary or governmental capacity, then the City may at its option and by giving thirty (30) days' written notice to the District, terminate this franchise with reference to such City road, street, alley, right of way or other City property so vacated and the City shall not be liable of any damage or loss to the District by reason of such termination; provided however that if the City can provide an alternate route across other City property, roads, streets, alleys or rights of way, the City shall do so within a reasonable time prior to such termination, it being understood and agreed that the District shall pay all costs of changing and re-routing its distribution system.

## XIII

The District hereby agrees to protect and save harmless the City of Clarkston from any and all claims, actions or damages of every kind and description which may be asserted against such City by reason of the District's acts in connection with the construction, operation and maintenance of said distribution system. In case that any claim, suit or action is brought against the City for damages arising out of or by reason of the above-mentioned causes, the District will upon notice of the commencement of said claim, suit or action defend the same at its sole cost and expense. In the event the District shall refuse the tender of such defense, then the District will, in addition to indemnifying City against any such claim or suit, the District shall indemnify and hold the City harmless from any liability and indemnify the Grantee from any and all expenses incurred by the City in defending such claim or suit including attorney fees, expert witness fees and any other costs incurred. In case a final judgment shall be rendered against the City in such suit or action, the District will fully satisfy said judgment within (90) days' after said suit or action shall have finally been determined by a trial court, or appellate court or courts if appeal be taken, if determined adversely to the City. Upon the District's failure to satisfy said final judgment within the ninety (90) day period, the City of Clarkston may upon due notice terminate this franchise. Acceptance by the City of any work performed by the grantee at the time of completion shall not be a ground for avoidance of this covenant.

## XIV

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the City from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over and upon any of the City roads, streets, alleys, rights of way or other City property subject to this franchise and shall in no way prevent or prohibit the City from constructing, altering, maintaining or using any of said roads, streets, alleys, rights of way, drainage structures or facilities, irrigation structures or facilities, or any other City property or affect its jurisdiction over them with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the City may deem fit.

## XV

All provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the District, and all privileges as well as all obligations and liabilities of the District shall inure to its successors, and assigns equally as if they were specifically mentioned wherever the District is mentioned.

## XVI

The franchise herein granted to the District may **not** be sold, transferred, or assigned by the District.

## XVII

It is understood that, in the event any of the City roads, streets, alleys or rights of way as designated in this franchise which, by reason of the subsequent incorporation of any City or town, or extension of the limits, then the control of the City with respect to this franchise shall be at an end and shall terminate as to such roads, streets, alleys and rights of way so included within such City or town limits.

## XVIII

If the District shall willfully violate or fail to comply with any of the provisions of this franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given the District under the provisions of this grant, then the said District shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City; provided, however, that the City shall give thirty (30) days' written notice of its intention to revoke or annul the franchise during which period the District shall have the opportunity to remedy the situation.

## XIX

Enforcement and Arbitration

Should a dispute arise as to the interpretation of the terms hereof, upon proper notice given under the laws of the State of Washington, the matter shall be submitted to arbitration. A list of five arbitrators shall be requested from the American Arbitration Association.

The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall

be final and binding on all parties. The arbitrator shall confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any of the issues not so submitted.

The arbitrator shall have no authority to add to, subtract from, or otherwise change the franchise as they may apply to the specific facts of the issues in dispute. Each party shall bear one-half the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them. And neither party shall be responsible for expenses of witness called by the other party.

The full acceptance of this franchise and all of its terms and conditions within thirty (30) days' from the 27th day of April, 2015 by Public Utility District No 1 of Asotin County, Washington, in writing, is to be filed with the Clerk of the City of Clarkston and shall be a condition precedent to its taking effect, and unless the franchise is accepted within such time, this grant shall be null and void.

Dated this 27th day of April, 2015.

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Kathleen A. Warren, Mayor

ATTEST TO:

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Vickie Storey, City Clerk

APPROVED AS TO FORM:

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JAMES W. GROW, City Attorney



Clarkston High School Performing Arts Boosters  
PO Box 595  
Clarkston, WA 99403

March 4, 2015

Clarkston City Council  
830 5th Street  
Clarkston, WA 99403

Dear Clarkston City Council:

The 35th annual "I Made the Grade" Lewiston, Clarkston hill climb will be held Saturday, June 13<sup>th</sup> from 8:00 a.m. to 1:00 p.m. Last year, approximately 250 recreational cyclists completed the 18-mile course from Chief Timothy Park to the top of the Old Spiral Highway. This year we are expecting about the same number of riders.

As sponsors of this event, safety is of primary concern to us. Fortunately, during the past 34 years, the safety record has been excellent. We want to maintain that safety record. We welcome any suggestions, which might further add to both the safety and enjoyment of those participating.

If you have any questions please call Gwen Smith, (509) 780-1189.

Sincerely,

A handwritten signature in cursive script that reads "Gwen Smith".

Gwen Smith

April 29, 2015

City of Clarkston  
Lodging Tax Committee, Attn: City Clerk  
829 5<sup>th</sup> St.  
Clarkston, WA 99403

Dear Lodging Tax Committee members,

*"If only we had known!"*

Wouldn't it be tragic if people already drawn to our community for recreation failed to book their stays for sufficient time to take in our growing quality wine industry, simply because they didn't know that experience was available?

Using lodging tax resources to help such visitors already intending to come here stay longer or encouraging others who haven't been here before to experience wine tourism is a good fit.

The request before you is unusual.

1. First, it is a co-application.
  - a. The City of Clarkston's process doesn't prepare for co-applications, but this seems the best fit because the Lewis Clark Valley Wine Alliance is just now formalizing itself as a legal entity. It doesn't yet have a federal tax ID number and it doesn't have an application in front of the IRS as a 501(c)6 organization. (It has an OUTSTANDING success under its belt, however, while it's been in the informal stages, and that's a completed and almost approved application for the Lewis Clark Valley to become an American Viticulture Area--AVA.)
  - b. The Port of Clarkston has tremendous experience as a grant administrator, and the Port Manager, in a volunteer role, has experience administering City of Clarkston lodging tax contracts. The Port has assisted other non-lodging tax projects by administering funds on behalf of the primary beneficiaries to assure that the grant funds were spent as intended. We see our role in this case to be similar. Before very long, the Lewis Clark Valley Wine Alliance will have grown its capacity as an organization. In the interim, however, a co-application makes sense. The Port is prepared to do the bulk of the paperwork, should the Lodging Tax Committee recommend that the City fund this request.
2. Second, quality grape-growing, which leads to quality wines and authentic experiences for wine tourists, doesn't happen by accident. A new designation for the Valley as an AVA will only be marketable as long as visitors have consistent, quality experiences.



The federal investment in the Wine Alliance--secured only because we can obtain local match--can set the stage for needed technical assistance for grape growers in the new Lewis Clark Valley AVA (e.g., make good grape growing decisions such as planting the types of varietals that will grow well in these conditions, the kinds of trellising that work best here, what herbicides to use to prevent disease, aid in determining best slopes and elevations at which to plant, monitoring temperatures and moisture and more).

While we are not expecting lodging taxes help with providing technical assistance, lodging taxes can be spent on important complementary activities. This request is for funding for developing a website for the AVA and for ad placement once a marketing strategy has been developed. Therefore, should the City of Clarkston approve this application by May 15, 2015, it will count double, because it can be leveraged for resources outside this valley. We have attached two documents to the application making the connection between the AVA and expanding tourism—which is the objective of the lodging tax application.

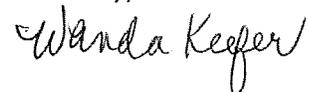
Wine tourism has tremendous potential to make the Valley a destination. Demographics are stacking the deck in our favor, as people grow older and have more leisure time. Studies done in Walla Walla in 2006 and again in 2011 show the tremendous contribution wine tourism has made to the Walla Walla, WA/Milton-Freewater, OR community. It helped retain jobs during the recession. Seventy-nine wineries today are members of the Walla Walla Wine Alliance, up from four when their AVA was recognized.

The best time to make investments that set the stage for long-term return is right at the beginning. The Idaho Wine Alliance has already committed \$10,000 to helping potential visitors become aware of the new Idaho/Washington AVA. We need the City's help to leverage that for significantly more resources.

Please help us capitalize on this new tool in our toolkit—the AVA!

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Wanda Keefer".

Wanda Keefer  
Manager

## Applicant Information

	Co-Applicant #1*	Cc
Organization Name:	Port of Clarkston	Lewis Clark Wine Alliar
Organization Mailing & Physical Address:	849 Port Way, Clarkston, WA 99403	C/o CEDA, 1626 6th A
Organization Contact Person and Title	Wanda Keefer, Port Manager	Coco Umiker, Presiden
Organization/Contact Phone/Email/Fax:	509-758-5272	208-816-4679; 208-59
	<a href="mailto:wanda@portofclarkston.com">wanda@portofclarkston.com</a>	<a href="mailto:karlandcoco@gmail.co">karlandcoco@gmail.co</a>
	509-758-1746	
Preferred days and hours to call/contact:	Anytime	Anytime
Organization Website:	portofclarkston.com	wine alliance website i
Federal Tax ID Number:	91-1723467	none yet
UBI Number:	n/a	none yet
Organization is:	Government entity	anticipated for IRS app
Year Organization Founded:	1958	2011, informally
Years organization has been involved in tourism promotion in Asotin County:	> 50 years	indiv board members :
If 501(c)3 or 501(c)6 - Define purpose of organization as state in bylaws, charter and/or nonprofit application to IRS:	n/a	not applicable yet

### **BOARD OF DIRECTORS**

Board Member Name, Title/Position

Marvin Jackson, Chair	Coco Umiker, Presiden
Rick Davis, Vice Chair	Melissa Sanborn, Vice
Wayne Tippett, Secretary	Rick Wasem, Executive
	Jim Arnett, Executive (

\* For the purpose of reporting, the Port of Clarkston should be named as the organization, even though there are co-appl

List anticipated tourism related funding to be received from other entities and activities in 2014; include purpose and amo and activity if known:

With regard to direct resources, the two applicants hope to secure \$5,000 in lodging tax known if the County will open the application process mid-year. (A policy change is needed: resources include: the Idaho Wine Commission, as well as Latah & Nez Perce Counties are seeking to leverage all local funds by using them as match for two federal resources, allow a comprehensive approach to lift-off of the Lewis Clark Valley Wine Alliance and the

## **Funding Request Detail**

1. 2015 City of Clarkston Tax Funding Request: \$10,000.00

2. Identify the specific tourism audience/market located more than 50 miles from City of Clarkston that your organization Wine tourists, an older and more affluent demographic, will be the primary target. These are expected to come from all around the world. Existing wineries have already begun to see their arrivals in the valley, but scientifically recognized valley characteristics that result in quality are a result of the AVA. Strategic investments revolving around this new federal designation are being harnessed, using lodging tax funding, to inform potential wine tourists of the quality experience in the Clark Valley.

We have attached two documents to this application. One is a 2006 study by Whitman & Walla. Please see Section IV "Results" which states "...this means that one more wine winery higher will increase per capita restaurant revenue by 0.4% and hotel revenue per capita \$1.00." "Model and Data" (2<sup>nd</sup> page of this section) states "we do not assume any positive impact produced on local tourism. In fact, we assume that wine tourism is attracted by wine quality and is why it is so essential a comprehensive approach to growing and promoting the wine in the valley." The response in the next question to the three planned stages for the project described in this application will go to the third step, but all steps are important.

The second attachment comes from Kathryn Tacke, regional economist for this area. It discusses the connections between AVAs and expanding tourism, which is the goal for lodging tax resources.

3. Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, for the audience/market listed in #2:

The total work to be done (see discussion under #2 above re: "related funding") will include wine alliance (not eligible for lodging tax resources and not a planned use of funds require marketing strategy (an eligible use for lodging tax resources under RCW 67.28.080 but not A and C) implementing the market strategy through development of a website and placement which funds will be spent). We anticipate funds to be spent in two areas: website development and ad placement featuring wines with a 91+ rating by Wine Spectator or like evaluation of wines produced with ratings of 91 points or more is what truly draws wine tourists to this category. We choose the category of expenditure that is third of three in order of timing because the City is committed in 2015 in 2016. Therefore, applicants make a request that the Committee award funds "in 2015 or 2016." By making the commitment using 2015 funds, the money can be leveraged so that every lodging tax dollar awarded by the City could result in an additional dollar to be spent.

4. Applicants applying for use of revenues must provide estimates of how many moneys received will result in increases for business or pleasure on a trip as required by RCW 67.28.1816:

- a) Away from their place of residence or business and staying overnight in paid accommodations:
- b) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight:
- c) From another country or state outside of their place of residence or their business.

5. List the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding fund

A - Activity	B- Number projected	C- Funding Requested
In-person contacts	0	\$ -
Email or Phone contacts	0	\$ -
Brochures Distributed/Mailed	0	\$ -
Radio Ads	0	\$ -
TV Ads	0	\$ -
Print Ads	3	\$ 7,000.00
Website development	1	\$ 3,000.00
TOTAL		<u>\$ 10,000.00</u>

Even though what is being requested here is a planning award that generally would not be expected to result in this planning stage that the lodging tax investment will result in some travel and stays by people from outside the area, we are providing this information for us.

## DECLARATION

I understand the Washington State limited placed on the use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

### Co-Applicant No. 1

Print Name

Wanda Keefer

Title

Port Manager

Signature

Wanda Keefer

Date

4-27-2015

Place of Signing

Clarkston WA

### Co-Applicant No. 2

Print Name

Nicole L. Umiker "Coco"

Title

Owner of Clearwater Canyon Collar.  
President of Lewis-Clark Valley Alliance

Signature

Nicole L. Umiker

Date

4/27/2015

Place of Signing

Lewiston, ID