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January 16, 2018

Sent via Electronic Mail & First-Class Mail

Mr. Phil Stutzman, Sr. Compliance Officer
PDC Compliance & Enforcement Staff
Washington State Public Disclosure Commission
711 Capitol Way #206
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Olympia, WA 98504-0908
E-Mail: phil.stutzman@pdc.wa.gov; and pdc@pdc.wa.gov

Re: PDC Case No. 28028 -- Kennewick Public Facilities District ("KPFD") - Roger Lenk

Dear Mr. Stutzman:

As indicated in my previous email, I am addressing the Complaint of Roger Lenk initially submitted to your Agency on September 11, 2017, and supplemented by email of October 16, 2017, which I received on December 3, 2017.

As previously indicated, although vague and miscited, Mr. Lenk's Complaint falls into generally four (4) allegations as identified by Mr. Ragins:

Allegation One: Violation of RCW 42.17A.555 for using public facilities as the agency of record for political advertising through a marketing entity called Focalpoint;

Allegation Two: Violation of RCW 42.17A.205 for individuals conducting political advertising for the Link campaign without registering as a political committee;

Allegation Three: Violation of RCW 42.17A.555 for using public funds to pay for www.thelinktc.com under the direction of public officials; and

Allegation Four: Violation of RCW 42.17A.555 for using a public office to review ad buys made by Focalpoint in support of a ballot measure.

These allegations are aimed generally at the Kennewick Public Facilities District (Allegation Nos. 1, 3 and 4), and Citizens for the Link Entertainment Center Campaign Committee (Allegation No. 2).

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As confirmed in my previous email, I have been retained to respond on behalf of both Entities, and rather than prepare a separate response, with the consent of my clients, I have taken the liberty of addressing them in a single response.

We do not represent Perfect Privacy, LLC, who Mr. Lenk has designated as a "Respondent", and since there is no alleged basis for their inclusion, we do not address their defense. The allegations against Barbara Johnson, President of the Kennewick Public Facility District (the "District") and Corey Pearson, the Venuworks Manager for the District campus will be addressed in the responses to the allegations dealing with the District. While there is no alleged wrongdoing by either Dave Retter, or Kris Watkins, who are named as "Respondents", solely for their participation in the Tri-City Herald Editorial Board, they will be addressed collectively under Response to Allegation Two.

As evidenced in Mr. Ragins' initial correspondence, much of Mr. Lenk's allegations are restatements of the allegations made by Mr. Epperly, and previously responded to in regard to PDC Case No. 26814. To the extent that there is overlap, those items will not be repeated.

The District's managed campus in the City of Kennewick houses the Toyota Center, a coliseum venue for athletic, cultural and entertainment events; and the Three Rivers Convention Center which, hosts public events, celebrations, conventions and entertainment events. These facilities are contractually managed on the District's behalf by Venuworks of Kennewick, LLC, which, through its General Manager, Corey Pearson, manages and operates these facilities. The District has no paid staff and is governed by a non-elected Board of Directors.

To accomplish its intended purposes, the District maintains an aggressive effort utilizing websites, social media and multi-media formats to notify and invite citizens of this Region to participate in its events. The Facility also competes regionally for conventions, conferences and shows, and as such, marketing of its Facility, and its attractions, are an important element of its everyday business.

In 2016, the District pursued a bond issue for improvements and expansions to the facilities by connecting them in a configuration they dubbed "The Link". In 2016, that elected effort was unsuccessful. The District continued its efforts to place it before the voters in November of 2017. Mr. Link's Complaint arising out of that 2017 election.

1. **Response to Allegation One.** The District's alleged use of Focalpoint Marketing & Multimedia for "political advertising" is incorrect and unfounded.

One of the hard recognitions coming out of the 2016 failure was a clear message, as voiced by the Tri-City Herald Editorial Board, that there was just not enough educational information to truly apprise the voters of the nature of the project. Just as in the prior election cycle, the District engaged a Multi-Media Consultant to assist with the preparation and dissemination of this very important educational piece. In June of 2017, the District hired Focalpoint to provide the

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educational presentation. The line was clearly drawn and emphasized that their role was solely educational, and its material monitored to ensure that none of it called for, or suggested, a "Yes" vote at the election. A copy of their Engagement Agreement is attached as Exhibit 1 which Agreement identifies its purpose as "educational". As a platform for this effort, Focalpoint secured a website for its educational presentation.

Since the use of this website was dealt with extensively in my letter of November 7, 2017 regarding Case No. 26814, that response is hereby incorporated by reference.

In none of the Complainant's allegations is there any evidence that the website was used for anything other than its intended purpose of providing an informational platform consistent with the Commission's guidelines. Extraordinary efforts were made to avoid any of its content to "urge", support or opposition in any election campaign (RCW 42.17A.005(36)).

As described below, the educational efforts of the District were intentionally separated from the efforts of the Committee which were conducted entirely independent of that of the District. Mr. Lenk's allegation that a Committee video was posted on the District's informational website is false.

The District's educational efforts leading up to and following its determination to place this matter on the November ballot, was consistent with the Commission's guidelines:

"The Public Disclosure Commission holds that it is not only the right, but the responsibility of local government to inform the public of the operational and maintenance issues facing local agencies. This includes informing the community of the needs of the agency that the community may not realize exist. Local governments may expend funds for this purpose provided that the preparation and distribution of information is not for the purpose of influencing the outcome of an election."

Likewise, as permitted by WAC 390-05-271(2),

"RCW 42.17A.555 does not prevent a public office or agency from...making an objective and fair presentation of facts relevant to a ballot proposition, if such action is part of the normal and regular conduct of the office or agency."

Not only does an educational effort meet the Commission's exposed basic principle (7[a]), that "a jurisdiction wide objective and fair presentation of the facts per ballot measure is appropriate", but also falls within the exception of activities which are part of the "normal and regular conduct of the office or agency", and that such actions are "lawful, i.e. specifically authorized either expressly or by necessary implication" and "usual, i.e., not affected or authorized...by some extraordinary means or manner."

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As addressed above and in our previous correspondence, the District as its usual and normal course of business, maintains an aggressive public outreach position. As pointed out in previous correspondence, this is the same informational activity that was utilized by the District in both the 2012 and 2016 elections.

The test in this case is whether the informational presentation contains "an objective and fair presentation of the facts for each ballot measure" without urging support or opposition. As such, it is not "political advertising" as alleged by the Complainant.

2. **Response to Allegation Two.** The Complaint alleges that the Citizens for the Link Entertainment Center Committee conducted political advertising without registering as a political committee.

This allegation is patently and obviously false. Mr. Lenk initially alleged in his September 11, 2017 Complaint contorting the language from the November 9, 2017 Tri-City Herald Editorial stating, "Respondent Watkins has publicly stated that her committee (Respondents) has \$70,000.00 to spend in support of the Campaign for Proposition 17-4." The Editorial actually states:

"Supporters pledge to do a better job of explaining The Link to the community this time. They say the 2016 campaign was waged largely on social media, and that many were ignorant of the request or confused. Many thought supporters wanted a new movie theater. This time, they will spend up to \$70,000.00 on educational materials that will be delivered across multiple media platforms as well as informational open houses."

Consistent with this goal, supporters for The Link Entertainment Center organized by filing a Political Committee Registration C1PC form on September 15, 2017 with Eric Van Winkle as the Campaign Manager and Ella Childers as the Treasurer (See attached Exhibit 2). Consistent with RCW 42.17A.205(1), the Committee filed its Statement of Organization with the Commission immediately upon its organization and predating the receipt of its first contribution on September 20, 2017 as reflected in the Summary, Full Report, Receipts and Expenditures Form C4 (Schedule A) which is attached as Exhibit 3.

Also reflected thereon, the Committee's first expense was on September 22, 2017 when it secured the multi-media consulting services of Stevenson Advertising, which led the "political advertising" efforts of the Committee through the campaign.

All campaign reporting requirements have been meticulously performed by the Committee as demonstrated by its reports. The alleged missing video presentation was duly reported on the C4 (Schedule A) form (See Exhibit 3).

Conspicuously absent from these reports is any reference to Focalpoint, or the educational website at www.thelinktc.com.

As described above, there was an intentional and well scrutinized division between the educational functions conducted by the District through its multi-media consultant, Focalpoint, and the Committee's political advertising conducted through its multi-media consultant, Stevenson Advertising. The Committee utilized without objection by the District, the public records and information readily available to all under the Public Records Act (RCW 42.56), or from its informational website, www.thelinktc.com.

Therefore, it is irrefutably demonstrated that the Citizens for the Link Entertainment Center was appropriately and timely registered; faithfully complied with the statutes and regulations associated with campaign advertising and reporting; and maintained its efforts scrupulously separate from the District's informational efforts.

3. **Response to Allegation Three.** The purchase of the www.thelinktc.com is not a violation of RCW 42.17A.555.

RCW 42.17A.555 states in part:

"No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of a person to any office or for the promotion of or opposition to any ballot proposition."

The application of this Statute presupposes the existence of a campaign. As provided above, in June of 2017, the District was in the posture of evaluating the results of the 2016 election and considering whether to run The Link expansion project in the November 2017 election. As part of that deliberation, the District sought the assistance of Focalpoint. On June 6, 2017, their services were secured specifically to evaluate their past efforts and to assist in the educational presentation if they decided to pursue another election.

As a potential platform for that educational piece, and to preserve the project name "The Link" for this purpose, a website was secured through Wix.com which was ultimately registered on July 7, 2017. Complainant's allegation that this effort was to establish a "covert website" or that the website host had any role in designing the content or publishing the website is absolutely fantasy.

As a result of the District's deliberations, the District adopted Resolution No. 118-17 on July 27, 2017, calling for the Benton County Auditor to place Proposition 17-4 on the November 7, 2017 general election ballot.

On August 22, 2017, the Benton County Auditor approved the Ballot Caption which, would be the earliest date upon which a "campaign" could commence.

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The District, within the "normal and regular conduct" of its business has, and does secure websites and consulting services to assist in taking and formulating the action of the District. The Complainant neither cites, nor are there any grounds, to challenge the legality of this pre-campaign activity. Therefore, the allegation that public funds were used for the "The Link" website in violation of the Public Campaign Laws is unfounded.

4. **Response to Allegation Four - Challenge of Media Buys by Focalpoint.** As pointed out above, RCW 42.17A.555 prohibits the use of public facilities or resources for the purpose of assisting a campaign "for the promotion of or opposition to any ballot proposition."

As clearly stated above, it is the District's right and responsibility to provide an "objective and fair presentation of the facts for each ballot measure."

As addressed above, the media buys identified in the Complainant's Exhibit Four is precisely that-part of the District's obligatory educational presentation. The Complainant failed to allege or prove that any of the "ad buys" request, urge or suggest an affirmative vote. The District has been faithful to its obligation to provide an objective and fair presentation of the facts. Analysis of each of these ads demonstrates that the District has been faithful to that charge.

Evident throughout this entire process, should be the fact that the District acted appropriately within its bounds in conducting its business and determining whether to place this ballot item before the voters and faithfully providing a complete, fair and objective presentation for their consideration.

It is, likewise, apparent that the Committee acting well within the bounds of law for reporting and conducting a political campaign totally independent and separate from the actions of the District.

Therefore, it is respectfully requested that the Complaint and each of its allegations be dismissed.

Respectfully Submitted,



Leland B. Kerr
KERR LAW GROUP

LBK/kad

Enc.

cc: Ms. Barbara Johnson, President of KPF
Mr. Corey Pearson
Citizens for the Link Entertainment Center



PROJIN7

2017 June 7 2017
1:00 PM - 1:30 PM

OFFICIAL PROJECT ESTIMATE – Marketing Collateral

BACKGROUND: Three Rivers Convention Center is requesting a bid on development of marketing collateral and educational pieces for the LINK campaign vote that will be taking place in November of 2017.

Scope of Work: The scope of work is outlined in the cost

TIMING: Once this contract is signed FPM will develop a timeline with the client for production.

COST:

PRODUCT	FIXED COSTS	INITIAL
Graphic Design – Campaign Visual Aesthetic	\$750	
Strategic Messaging (up to 10 hours)	\$1,000	
Graphic Design – Flyer	\$350	
TV Commercial (requires quote after scripting)*	\$3,500 - \$5,000	
Graphic Design – Direct Mail	\$500	
Graphic Design – Door Hanger	\$350	
Graphic Design – Newspaper Print Ad	\$350	
Graphic Design – Social Media Graphics	\$350	
Graphic Design – Digital Ad Campaign	\$350	
Graphic Design – Pull-up Banner (does not include hardware or printing)	\$350	
Digital Placement	No Charge	
Broadcast Placement (TV/Radio)	No Charge	
TOTAL	\$7,850 - \$9,350	

*Note: Facility/Site, Talent, Music and Narration prices are dependent on usage (i.e. TV/Radio/Web) and will be determined as these variables are acquired. Videography is limited to up to 2 locations. Video work completed after hours (regular hours are 8:00am to 5:00pm) will be charged at the overtime rate.

EXHIBIT

1

AGREEMENT: This Agreement will set forth the terms and conditions on which Three Rivers Convention Center ("you", "your" or "client") agree to employ Focal Point Marketing, LLC ("we", "us" or "FPM") and we agree to produce marketing materials for said client.

PROOFING: Your bid includes two rounds of revisions. Please gather all your changes/revisions and submit them in writing. If more than two rounds of revisions are necessary, they will be billed at our standard hourly rate.

CHANGE ORDERS: Work change orders (WCO's) will be issued for additional work and changes requested after approvals or commencement of work. WCO's include a description of the change/addition requested, estimated additional costs, and changes, and changes to work schedules/project completion. Client's signature is required on WCO's to proceed with changes/additions.

COMPENSATION: Our compensation for services provided are set forth in the cost section of this agreement (see above).

BILLABLE ITEMS: In addition to the fees and costs estimated herein, costs incurred for outside services (TBD), travel expenses, print, duplication fees, etc. are billable at cost. Wherever applicable, state and local sales taxes will be included in Billable Items. All purchases made on client's behalf will be billed to the client. Charges for sales tax, shipping and handling are additional to the price of each purchase. In the event the client purchases or requests use of materials, services, or any items other than those specified by FPM, FPM is not liable for the cost, quality, workmanship, condition, or appearance of such items.

SCHEDULE OF PAYMENT: For hourly-billing clients, there will be a regular monthly billing based on hours consumed or periodic approval points. For fee billing, Focal Point Marketing requires a 25% deposit before the first meeting for development of the project, another 25% at 50% completion of the project, 75% after 2nd proof and 100% upon completion of the project. Invoices are payable upon receipt. There will be a 3% added fee if client chooses to pay with credit card.

TRADEMARK, TITLE, TRADE DRESS, SLOGAN USER LIABILITY: Should you request the use of a trademark, title, trade dress, or slogan (not developed by FPM) in/on marketing collateral developed by FPM, it will be your responsibility to ensure that you have permission to use the said logo/trademark, title, trade dress, or slogan and that there are not any restrictions. Should you want a trademark, title, trade dress, or slogan search completed to ensure that there are no possible infringements, FPM can provide that service for you at an additional fee.

COPYRIGHT, PLAGIARISM, PIRACY OR MISAPPROPRIATION OF IDEAS: For content delivered for use by client (not developed by FPM), you will ensure that said content is not an infringement on copyrights nor a result of plagiarism, piracy or misappropriation of ideas of another entity.

SPECIFIC TO VIDEO PROJECTS: For Video projects, all media/content that is delivered by the client for use in the project must be in an approved, ready-to-use, electronic format and you are responsible for all releases of media content not

developed by FPM. Hourly fees will be incurred for any editing, modifications, touch-ups, formatting, file conversions, scanning, or media preparation necessary to complete the project per the original agreement.

NATIVE FILE USAGE: Clients may request native files, raw footage, or photos developed by FPM be used in other projects that FPM produces at no additional charge. Native files, raw footage, or photos will not be loaned or sold for use by other persons or entities.

BASIC SERVICES: Our services to you shall include services customarily performed by a general marketing and multimedia-advertising agency.

GENERAL: FPM will obtain your written authorization before making any substantial expenditure(s) on your behalf. We are authorized to act on your behalf as an agent for a disclosed principal in connection with our services hereunder provided that such services are in connection with a job or project, which has been (or such services have otherwise been) authorized by you.

As between you and us, any plan, advertising material or special material that we produce on your behalf will become your property when you have paid our invoices. Any material or ideas prepared or submitted to you, which you have chosen not to produce or for which you have not paid our corresponding production invoices, will remain our property (regardless of whether the physical embodiment of creative work is in your possession in the form of copy, artwork, plates, recordings, films, tapes, etc.) may be submitted to other clients for their use, provided that such submission or use does not involve the release of any confidential information regarding your business or methods of operation. For purposes hereof, "produce" shall be defined as any material which is created in tangible form pursuant to a signed production estimate.

We hereby agree to indemnify and hold you harmless from and against any and all claims, demands, regulatory proceedings and all damages, costs (including, without limitation, settlement costs) and expenses (including, without limitation, reasonable attorneys' fees) arising from any claim pertaining to libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism arising from your use consistent with releases and agreements with third parties of any materials we create or supply to you, except to the extent that such claims arises from materials created or supplied by you.

Other than that for which we agree to indemnify and hold you harmless pursuant to the above, you hereby agree to indemnify and hold us harmless from and against any and all claims, demands, regulatory proceedings and all damages, costs (including, without limitation, settlement costs) and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to any activities undertaken by us on your behalf, the use by you, your retailers or dealers, or anyone else of any materials we create or supply to you, or your products or services.

We will use our reasonable best efforts to guard against any loss to you caused by the failure of media, suppliers or others to perform in accordance with their commitments, but we will not be responsible for any such loss or failure on their part, or any destruction or unauthorized use by others of your property.

You have the right at any time to direct us to cancel any plans, schedules or work in progress, but you agree to indemnify us against any loss, cost or liability we may sustain as a result of such action. We will be entitled to our commissions, fees and payments for services performed prior to your instructions to cancel, and for advertising and materials placed or delivered thereafter if we are unable to halt such placement or delivery. Under no circumstances will we be obliged to breach any lawful contractual commitment to others. At reasonable times and on reasonable notice to us, you may examine our files and records that pertain specifically to your advertising.

TERMINATION POLICY: You and/or FPM may terminate the project based upon mutually agreeable terms to be determined in writing, either prior to signing of this proposal or within the final Client-FPM Contract. Focal Point Marketing, LLC reserves the right to charge for work already in progress or completed to that point of termination.

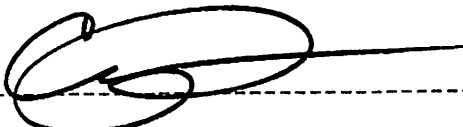
We shall continue to serve as your advertising agency until you or we shall terminate our services with or without cause, or with respect to specified products or services assigned to us by giving not less than sixty days' prior written notice by registered mail to the principal place of business of the other. Notice of termination shall become effective upon receipt of such notice by the party to whom it is addressed.

Our rights and duties hereunder shall continue in full force during the sixty-day notice period, but our responsibilities shall be limited to supervising and administering then existing advertising campaigns. Any reservation, contract or arrangement made by us for you prior to the termination date which continues beyond the termination date will be carried to completion by us and paid for by you in accordance with this agreement unless you direct us to transfer such reservation, contract or arrangement to another entity and you release and indemnify us, in which event we will attempt to make such transfer, subject to obtaining any necessary consent of third parties. We will be entitled to our commissions, fees and payments for services performed prior to accomplishing the transfer. Upon termination, provided that you have no outstanding indebtedness to us and you assume any third-party obligations, we shall transfer in accordance with your instructions all property and materials owned by you, which are under our control. All indemnification obligations shall survive the termination of our services or the termination or expiration of this agreement.

MISCELLANEOUS: This agreement contains the entire understanding between the parties and may not be altered or waived except by a written agreement signed by both parties. No waiver by either party of the breach of any term or condition of this agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this agreement. Please indicate your acceptance of the terms and conditions by signing the enclosed copy of this letter and returning it to us.

Client Acknowledgement & Confirmation:

I hereby approve the terms and conditions of this official project estimate, and give consent for Focal Point Marketing to begin working on the stated project.



6/7/17



Three Rivers Convention Center
Link Project

Signature (CLIENT)

Date

Signature (FOCAL POINT MARKETING, LLC)

Date



OUR TEAM:

Theresa has been breaking the mold in the marketing industry for over 18 years. She earned her degree in Marketing & Accounting with a Masters in Business Administration from Washington State University. Theresa has served as vice-president for a market research and strategy firm, as well as director of business development and marketing in the healthcare industry.

Theresa's client list covers every corner of the marketing world, including Fortune 100's, start-ups, business-2-businesses, nonprofit organizations and many others. Her extensive field experience includes market research, strategic planning, design & brand development and commercialization of products and services. Theresa's ability to provide our clients with strategic counseling, a clear vision, and up-to-date insight into the latest consumer trends is well proven.

Mitch has been producing video/audio in the Tri-Cities since 1987. Mitch has accumulated much of his experience working at KNDU-TV, KEPR-TV, FOX-TV, Charter Media, Imageworks Digital, and Managing Partner with PS Media. He has won numerous local, regional and national awards for both his television and radio commercials, as well as corporate and instructional videos for marketing and training purposes.

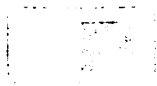
As the man behind the lens of the camera, Mitch's strength is his versatility, both creatively and technically. Even when faced with limited resources, he can still produce a high quality final product that looks polished and professional.

Thomas Manley, Art Director and maestro on all things creative for Focal Point Marketing, draws from his experiences in the Seattle and Spokane markets to conjure up new and exciting design solutions for our clients. Thomas developed his skills at The Art Institute of Seattle, learning from seasoned design professionals. His expertise covers the marketing gamut – including art direction, brand development, copywriting, and graphic and web design.

He has a knack for pleasing clients, and let's just say that the list keeps growing and growing. For two years running, he was awarded back-to-back "Best in Show" awards at the American Advertising Federation's ADDY Awards – recognizing excellence in advertising. Thomas' award-winning work is helping Focal Point quickly become the Tri-City's leader in marketing and advertising solutions.

Derek joined the FPM team after spending two years as a successful freelance designer. Derek has a bevy of creative influence that is unique and stands out from a sea of look-a-likes and been-there-done-that's. He has exceptional creative talent, a problem-solver's mentality and is highly versatile. And he's fluent in multiple languages (web languages, that is). Since earning his BA from WSU Tri-Cities in Digital Technology and Culture, Derek's experience as a freelance designer and front-end developer has been essential to his growth as a creative professional.

Kari Olson, sales aficionado, marketing analyst, and media buyer; what do these things have in common? Kari Olson. Hailing from Los Angeles, CA (originally from North Dakota), Kari's time in Hollywood was spent hard at work in the fashion industry, creating digital marketing and advertising campaigns for the likes of Nordstrom Rack, HauteLook, and others. Now she's applying that same passion and ambition to handling our clients' media budgets. With a background in business management and fashion marketing, and top-notch analytical skills to boot, Kari brings a diverse skill set to our team. Her attention to detail and knowledge of



Three Rivers Convention Center Link Project

digital and social media advertising makes her uniquely positioned to buy media for our clients. Researching broadcast trends, ratings, and demographics, combined with Kari's passion for her work, pays dividends for our clients – ensuring that their advertising dollars are used effectively. Oh, and Kari LOVES birthdays. Like, a lot.

Kati is the very definition of an account executive. She's organized, detail-oriented, an effective communicator, and most importantly, she's a multi-tasking whiz! With more than 20 years of administration and management experience under her belt, she is an expert at interpreting and analyzing expectations. And best of all, this foodie and wine lover does an exceptional job at making our clients feel at home.

Her past experience in the publishing industry includes extensive work maintaining budgets, scheduling and coordinating meetings and events, analyzing reports and research materials, hands-on customer service, and much more. And that was just on Mondays! Kati loves spending time with her family, looks for an excuse to grill meat, and brings a sunny disposition to our office (her other family). But don't let her sweet demeanor fool you, she means business and always, ALWAYS, meets a deadline.

Steve is the quintessential "yes" man in our office – whatever we need of him, he does, and does it well. The Yakima native and Perry Technical Institute grad has the chops to be great in this industry. With a background in print design and production, his design work paves the way for tangible results in the form of trendy and attractive visual marketing materials.

Steve's energetic demeanor is infectious and he's always good for a laugh, which might be why his favorite hobby is doing stand-up comedy...this guy is funny, and that's no joke! But in all seriousness, Steve is a consummate professional and is a great asset to our team.

PUBLIC DISCLOSURE COMMISSION 711 CAPITOL WAY RM 206 PO BOX 40988 OLYMPIA WA 98504-0988 (360) 793-1111 Toll Free 1-877-901-3828	<h2 style="margin: 0;">Political Committee Registration</h2>	<h1 style="margin: 0;">C1PC</h1> <p style="font-size: small;">(1/12)</p>	100787733 09-15-2017
Committee Name: (Include sponsor in committee name. See next page for definition of "sponsor." Show entire official name. Do not use abbreviations or acronyms in this box.) CITIZENS FOR THE LINK ENTERTAINMENT CENTER		Acronym: Telephone: 509-947-5383	
Mailing Address 7620 WEST 21ST AVENUE City: KENNEWICK County: BENTON Zip + 4: 99338		Fax: E-mail: LCHILDERS2B@CHARTER.NET	
NEW OR AMENDED REGISTRATION? <input checked="" type="checkbox"/> NEW. Complete entire form. <input type="checkbox"/> AMENDS previous report. Complete entire form.		COMMITTEE STATUS <input type="checkbox"/> Continuing (On-going; not established in anticipation of any particular campaign election.) <input checked="" type="checkbox"/> 2017 election year only. Date of general or special election: 11/07/2017 (Year)	
1. What is the purpose or description of the committee? <input type="checkbox"/> Bona Fide Political Party Committee - official state or county central committee or legislative district committee. If you are not supporting the entire party ticket, attach a list of the names of the candidates you support.			
<input checked="" type="checkbox"/> Ballot Committee - Initiative, Bond, Levy, Recall, etc. Name or description of ballot measure: KENNEWICK PUBLIC FACILITY 17-4 <div style="float: right; text-align: right;"> Ballot Number FOR AGAINST <input checked="" type="checkbox"/> <input type="checkbox"/> </div>			
<input type="checkbox"/> Other Political Committee - PAC, caucus committee, political club, etc. If committee is related or affiliated with a business, association, union or similar entity, specify name:			
For single election-year only committees (not continuing committees): Is the committee supporting or opposing (a) one or more candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a list of each candidate's name, office sought and political party affiliation. (b) the entire ticket of a political party? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify the party:			
2. Related or affiliated committees. List name, address and relationship. <div style="text-align: right;"><input type="checkbox"/> Continued on attached sheet.</div>			
3. How much do you plan to spend during this entire election campaign, including the primary and general elections? Based on that estimate, choose one of the reporting options below. (If your committee status is continuing, estimate spending on a calendar year basis.) If no box is checked you are obligated to use Full Reporting. See instruction manuals for information about reports required and changing reporting options. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> MINI REPORTING Mini Reporting is selected. No more than \$5,000 will be raised or spent and no more than \$500 in the aggregate will be accepted from any one contributor. </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> FULL REPORTING Full Reporting is selected. The frequent, detailed campaign reports mandated by law will be filed as required. </div> </div>			
4. Campaign Manager's or Media Contact's Name and Address ERIC VAN WINKLE 5812 WEST YELLOWSTONE AVENUE, KENNEWICK WA 99336		Telephone Number: 509-727-3327	
5. Treasurer's Name and Address. Does treasurer perform only ministerial functions? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See WAC 390-05-243 and next page for details. List deputy treasurers on attached sheet. ELLA CHILDERS 7620 WEST 21ST AVENUE, KENNEWICK WA 99338		Daytime Telephone Number: 509-947-5383	
6. Persons who perform only ministerial functions on behalf of this committee and on behalf of candidates or other political committees. List name, title, and address of these persons. See WAC 390-05-243 and next page for details. <div style="text-align: right;"><input type="checkbox"/> Continued on attached sheet.</div>			
7. Committee Officers and other persons who authorize expenditures or make decisions for committee. List name, title, and address. See next page for definition of "officer." <div style="text-align: right;"><input type="checkbox"/> Continued on attached sheet.</div>			
8. Campaign Bank or Depository: HAP0		Branch: CLEARWATER AVENUE City: KENNEWICK, WA	
9. Campaign books must be open to the public by appointment between 8 a.m. and 8 p.m. during the eight days before the election, except Saturdays, Sundays, and legal holidays. In the space below, provide contact information for scheduling an appointment and the address where the inspection will take place. It is not acceptable to provide a post office box or an out-of-area address. Street Address, Room Number, City where campaign books will be available for inspection: 7620 WEST 21ST AVENUE, KENNEWICK In order to make an appointment, contact the campaign at (telephone, fax, e-mail): (509) 947-5383 LCHILDERS2B@CHARTER.NET			
10. Eligibility to Give to Political Committees and State Office Candidates: A committee must receive \$10 or more each from ten Washington State registered voters before contributing to a Washington State political committee. Additionally, during the six months prior to making a contribution to a state office candidate your committee must have received contributions of \$10 or more each from at least ten Washington State registered voters. <input checked="" type="checkbox"/> A check here indicates your awareness of and pledge to comply with these provisions: Absence of a check mark means your committee does not qualify to give to Washington State political committees and/or state office candidates.		11. Signature and Certification. I certify that this statement is true, complete and correct to the best of my knowledge. <div style="display: flex; justify-content: space-between;"> <div> Committee Treasurer's Signature ELLA CHILDERS </div> <div> Date 09-15-2017 </div> </div>	

EXHIBIT

2

SUMMARY, FULL REPORT RECEIPTS AND EXPENDITURES

PDC OFFICE USE

C4
(1/12)

Candidate or Committee Name (Do not abbreviate. Include full name)

Citizens for the Link Entertainment Center

Mailing Address

City

7620 West 21st Avenue

Kennewick

Zip +4

99338

Office Sought (Candidates)

2017

Report Period
Covered

From (last C-4)
09/01/2017

To (end of period)
10/16/2017

Final Report?
Yes No **X**

***For PACs, Parties & Caucus Committees:** During this report period, did the committee make an independent expenditure (i.e., an expense not considered a contribution) supporting or opposing a state or local candidate?

*See next page Yes No **X**

RECEIPTS

1. Previous total cash and in kind contributions (From line 8, last C-4)
(if beginning a new campaign or calendar year, see instruction booklet) \$0.00
2. Cash received (From line 2, Schedule A) \$40,300.00
3. In kind contributions received (From line 1, Schedule B) \$0.00
4. Total cash and in kind contributions received this period (Line 2 plus 3) \$40,300.00
5. Loan principal repayments made (From line 2, Schedule L) \$0.00
6. Corrections (From line 1 or 3, Schedule C) Show + or (-) \$0.00
7. Net adjustments this period (Combine line 5 & 6) Show + or (-) \$0.00
8. Total cash and in kind contributions during campaign (Combine lines 1, 4 & 7) \$40,300.00
9. Total pledge payments due (From line 2, Schedule B) \$0.00

EXPENDITURES

10. Previous total cash and in kind expenditures (From line 17, last C-4)
(if beginning a new campaign or calendar year, see instruction booklet) \$0.00
11. Total cash expenditures (From line 4, Schedule A) \$28,893.12
12. In kind expenditures (goods & services) (From line 1, Schedule B) \$0.00
13. Total cash and in kind expenditures made this period (Line 11 plus line 12) \$28,893.12
14. Loan principal repayments made (From line 2, Schedule L) \$0.00
15. Corrections (From line 2 or 3, Schedule C) Show + or (-) \$0.00
16. Net adjustments this period (Combine lines 14 & 15) Show + or (-) \$0.00
17. Total cash and in kind expenditures during campaign (Combine lines 10, 13 and 16) \$28,893.12

CANDIDATES ONLY

	Won	Lost	Unopposed	Name not on ballot
Primary election	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General election	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Treasurer's Daytime Telephone No.:

(509) 947-5383

CASH SUMMARY

18. Cash on hand (Line 8 minus line 17)
[Line 18 should equal your bank account balance(s) plus your petty cash balance] \$11,406.88
19. Liabilities (Sum of loans and debts owed) \$0.00
20. Balance (Surplus or deficit) (Line 18 minus line 19) \$11,406.88

CERTIFICATION: I certify that the information herein and on accompanying schedules and attachments is true and correct to the best of my knowledge.

Candidate's Signature

Date

Treasurer's Signature

Date

EXHIBIT

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Page 1

Report Date

09/01/2017 10/16/2017

Page Total \$ \$6,957.17