

28190274123  
Todd Donovan (Complainant)  
2407 Cherry Street  
Bellingham Washington 98225  
360 647 8520

10 / October 2007

Office of General Counsel,  
Federal Election Commission  
999 E Street NW  
Washington, D.C. 20463

MUR # 59460

2007 OCT 16 A 10:00  
RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

To the Office of General Counsel:

It has come to my attention that candidates in local elections in Bellingham, Washington have solicited and accepted campaign contributions from one or more Canadian property development firms. Given that the contributions came in the form of checks bearing Canadian addresses (see below) I assume the candidate knowingly solicited and accepted foreign contributions. These candidates are seeking offices that have substantial authority over land use decisions that affect these property development firms. Records (attached) demonstrate these contributions come directly from a firm or firms based in Canada, not from individuals listing a US address nor from domestic subsidiaries of the Canadian firm(s).

The Washington State Public Disclosure Commission administers state laws regulating campaign finance in local elections in Washington, and monitors reports of bank checks recorded as deposited in campaign accounts. The Washington state PDC provided me details about foreign contributions to candidates who are seeking office in the November 2007 Bellingham, Washington local election. I questioned the Washington state PDC about this matter, and was informed by PDC officials that contributions from foreign corporations and foreign nationals in local elections are prohibited by federal laws, including the Bipartisan Campaign Reform Act of 2002 and earlier federal statutes.

The PDC informed me that as this matter is regulated by federal laws, I should file a complaint with the Federal Election Commission, rather than with the Washington PDC.

The specific facts behind this complaint are:

1) On September 26, 2007 Bellingham mayoral candidate Daniel Pike accepted a \$500 check from "10<sup>th</sup> and McKenzie Ltd. Partnership." This partnership lists its address as Suite 412 1770 West 7<sup>th</sup> Ave. Vancouver, British Columbia, Canada. My personal knowledge of this contribution is based on Washington PDC records of deposits to Mr. Pike's campaign account. A copy of the Washington State PDC record of the check deposit is attached (see Appendix A).

Respondent, Mr. Daniel Pike is a candidate in the 2007 Bellingham, Washington general election. The Whatcom County Washington Auditor lists Mr. Pike's address as: Daniel Pike. 2411 D St. Bellingham, WA 98225

2) On September 24, 2007 Bellingham city council candidate William Geyer accepted a \$500 check from "Kent Properties, LLC". This LLC lists its address as Suite 412, 1770 W. 7<sup>th</sup> Ave., Vancouver, British Columbia, Canada. My personal knowledge of this contribution is based on Washington PDC records of deposits to Mr. Geyer's campaign account. A copy of the Washington State PDC record of the check deposit is attached (see Appendix B).

Respondent, Mr. William Geyer is a candidate in the 2007 Bellingham Washington general election. The Whatcom County Auditor lists Mr. Geyer's address as:

William Geyer. 1008 16<sup>th</sup> St. Bellingham, WA. 98225

3) Washington state PDC records also illustrate that incumbent Whatcom County Council member Sam R. Crawford deposited contributions listing a Vancouver, British Columbia address in the 2003 local elections in Whatcom County, Washington (Bellingham is located in Whatcom County). On October 3, 2003, Mr. Crawford deposited a check for \$300 from "Peter and Magdalene Watts / Evergreen View Ventures," with an address as 5869 Hudson St. Vancouver, BC. On October 3, 2003, Mr. Crawford also recorded a \$300 check from "Evergreen View Ventures," with a 2154 Northshore Rd. Bellingham WA address (see Appendix C). I believe Mr. Watts owns Evergreen View Ventures. According to a City of Bellingham document (attached as Appendix D), Mr. Watts is the principle of Peter Watts Law Corporation, a British Columbia corporation, and has sold land rights to the City of Bellingham.

Respondent, Mr. Sam R. Crawford, is a candidate in the 2007 Whatcom County Council election. The Whatcom County Auditor lists Mr. Crawford's address as: 1627 Diamond Loop Bellingham, WA 98226.

Thank you for looking into this matter.

  
Todd Donovan  
donovan66@msn.com

Subscribed and sworn to before  
me this 10 day of Oct 2007  
Shen Santi Prince  
Notary Public

Signed and sworn to before me on October 10, 2007

  
Shen Santi Prince  
notary public

## APPENDIX A

## RECEIPTS CONTINUATION SHEET (Attachment to C-3 Form)

100227525

Page 1

Candidate or Committee Name (Do not abbreviate. Use full name)  
 PIKE DANIEL U

Deposit Date  
 09/26/2007

## 2 CONTRIBUTIONS OVER \$25.00

Date Received	Contributor's Name, Address, City, State, Zip	Contributions of more than \$100: Employer's Name, City and State	P	R	E	Amount	Aggregate Total <sup>a</sup>
			I	G	N		
09/27/2007	GUY JULIANA 4359 EL DORADO WAY #226 BELLINGHAM WA 98226					\$ 50.00	\$ 50.00
		Occupation					
09/27/2007	GORTON JEAN 213 SEA PINES LANE BELLINGHAM WA 98226					\$ 200.00	\$ 200.00
		Occupation					
09/27/2007	DAVENPORT BARBARA 1622 HUMBOLDT ST. BELLINGHAM WA 98226					\$ 100.00	\$ 100.00
		Occupation					
09/27/2007	KAUTMAN PAMELA PO BOX 29585 BELLINGHAM WA 98226					\$ 90.00	\$ 90.00
		Occupation					
09/27/2007	LANGNER ANGELA 1420 TOLEDO ST. BELLINGHAM WA 98226					\$ 100.00	\$ 100.00
		Occupation					
09/27/2007	BLETHEN JOHN 1123 RAILROAD AVE. BELLINGHAM WA 98226					\$ 100.00	\$ 100.00
		Occupation					
09/27/2007	WATTS JOHN 1015 TOLEDO ST BELLINGHAM WA 98226					\$ 100.00	\$ 400.00
		Occupation					
09/26/2007	ROSE FOSTER 2659 N. PARK AVE. BELLINGHAM WA 98226					\$ 50.00	\$ 50.00
		Occupation					
09/27/2007	ALLSOP MAYA 2247 N. SHORE ROAD BELLINGHAM WA 98226					\$ 100.00	\$ 100.00
		Occupation					
09/26/2007	10TH & MCKENZIE LIMITED PARTNERS SUITE 412 1770 W. 7TH AVE VANCOUVER, CANADA					\$ 500.00	\$ 500.00
		Occupation					
09/27/2007	GRAY MARY 2734 WALNUT ST. BELLINGHAM WA 98226					\$ 50.00	\$ 50.00
		Occupation					

Page Total \$ 1,440.00

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**RECEIPTS CONTINUATION SHEET (Attachment to C-3 Form)**

1002227801

Page 1

Deposit Date  
09/24/2007

**3 CONTRIBUTIONS OVER \$25.00**

2 CONTRIBUTIONS OVER \$25.00		Contributor's Name, Address, City, State, Zip	Contributions of more than \$100: Employer's Name, City and State	P R I	G E N	Amount	Aggregate Total <sup>1</sup>
Date Received							
09/24/2007	CRABTREE CHARLES 329 W HENNI RD BELLINGHAM	WA 98225	CHARLES CRABTREE BELLINGHAM WA			\$ 50.00	\$ 150.00
			SELF Occupation				
09/24/2007	INDUSTRIAL SUPPLY 2432 E BAKEVIEW ROAD	BELLINGHAM	WA 98225			\$ 247.50	\$ 247.50
			Occupation				
09/24/2007	DANNS ROBERT 238 TERRACE PLACE	BELLINGHAM	WA 98225			\$ 100.00	\$ 100.00
			Occupation				
09/24/2007	HANNES MIKE 224 SUDDEN VALLEY	BELLINGHAM	WA 98229	RAK CONSTRUCTION		\$ 500.00	\$ 500.00
			BELLINGHAM WA				
			CONTRACTOR Occupation				
09/24/2007	KENT PROPERTIES, LLC SUITE 412-1770 W 7TH AVE	VANCOUVER	U5J4Y5			\$ 500.00	\$ 500.00
			Occupation				
09/24/2007	WILSON MOTORS 405 EAST CHAMPION PO BOX 1195	BELLINGHAM	WA 98227			\$ 500.00	\$ 500.00
			Occupation				
09/24/2007	KILLER ROBERT 3610 MERIDIAN STREET	BELLINGHAM	WA 98225			\$ 100.00	\$ 100.00
			Occupation				
09/24/2007	KILLER GRAGG 3610 MERIDIAN STREET	BELLINGHAM	WA 98225			\$ 100.00	\$ 100.00
			Occupation				
09/24/2007	THE SWANSON GROUP 515 W BAKERVIEW ROAD	BELLINGHAM	WA 98225			\$ 100.00	\$ 100.00
			Occupation				
09/24/2007	BROWN ADOLINE 1022 17TH STREET	BELLINGHAM	WA 98225	CHICAGO TITLE		\$ 50.00	\$ 150.00
			BELLINGHAM WA				
			VICE PRESIDENT Occupation				
09/24/2007	BROWN KERRY 1022 17TH STREET	BELLINGHAM	WA 98225	W/A		\$ 50.00	\$ 150.00
			BELLINGHAM WA				
			SELF Occupation				

**Page Total \$ 2,297.50**

## RECEIPTS CONTINUATION SHEET (Attachment to C-3 Form)

100055141

Page 1

Candidate or Committee Name (Do not abbreviate Use full name )  
CRAWFORD SAM RDeposit Date  
10/03/2003

## 2 CONTRIBUTIONS OVER \$25.00

Date Received	Contributor's Name, Address, City, State, Zip	Contributions of more than \$100:- Employer's Name, City and State	P	G	Amount	Aggregate Total"
			R	I		
10/03/2003	CARPENTER KEITH 1801 W. BAKERVIEW RD. BELLINGHAM WA 98225	WOOD STONE CORP. PRESIDENT	<input type="checkbox"/>	X	\$ 100.00	\$ 100.00
10/03/2003	TOON JUDY & JERRY 3315 S. PASS RD. EVERSON WA 98247	Occupation	<input type="checkbox"/>	X	\$ 50.00	\$ 50.00
10/03/2003	EVERGREEN VIEW VENTURES 2154 NORTHSKORE RD. BELLINGHAM WA 98225	Occupation	<input type="checkbox"/>	X	\$ 300.00	\$ 300.00
10/03/2003	WATTS PETER & MAGDALENE 5859 HUDSON ST. VANCOUVER BC -	Occupation	<input type="checkbox"/>	X	\$ 300.00	\$ 300.00
10/03/2003	SKEERS CONSTRUCTION 814 LAKEWAY DR. BELLINGHAM WA 98229	Occupation	<input type="checkbox"/>	X	\$ 250.00	\$ 250.00
10/03/2003	IVERSON BRENDA 2330 BIRCH BAY LYNDEN RD. CUSTER WA 98240	Occupation	<input type="checkbox"/>	X	\$ 50.00	\$ 50.00
10/03/2003	IVERSON TOM 2330 BIRCH BAY LYNDEN RD. CUSTER WA 98240	Occupation	<input type="checkbox"/>	X	\$ 50.00	\$ 50.00
10/03/2003	CAITAC USA CORP. 205 W. SMITH RD. BELLINGHAM WA 98225	Occupation	<input type="checkbox"/>	X	\$ 100.00	\$ 100.00
10/03/2003	XUANG AUSTIN 5915 BELLAIRE WAY BELLINGHAM WA 98225	HERIT ENGINEERING ENGINEER	<input type="checkbox"/>	X	\$ 50.00	\$ 150.00
10/03/2003	TIAN XINA 5915 BELLAIRE WAY BELLINGHAM WA 98225	Occupation	<input type="checkbox"/>	X	\$ 50.00	\$ 50.00
10/03/2003	SWANSON JACK 1009 W. BEACHVIEW PL. BELLINGHAM WA 98225	Occupation	<input type="checkbox"/>	X	\$ 50.00	\$ 50.00

Page Total \$ 1,350.00

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# APPENDIX D

CITY OF BELLINGHAM

CONTRACT#

2006-0141

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of April 18, 2006 between the CITY OF BELLINGHAM, a first class municipal corporation ("Buyer") and PETER WATTS LAW CORPORATION, a British Columbia corporation and EVERGREEN VIEW VENTURES, INC., a Washington corporation (collectively, "Seller").

### RECITALS

WHEREAS, Seller is the owner of certain real property more particularly described in Section 1, below.

WHEREAS, Buyer, in accordance with its Lake Whatcom Watershed Property Acquisition Program, desires to purchase from Seller, and Seller desires to sell to Buyer the real property on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

### AGREEMENT

1. **Real Property.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the real property located in Whatcom County, Washington, more particularly described in Exhibit A and as depicted on Exhibit B, as both are attached hereto and made a part hereof, together with all of Seller's right, title and interest in and to all rights, licenses, privileges, reversions and easements pertinent to the real property, including without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "Property"), but specifically excluding therefrom the Transferable Development Rights ("TDR's") certified from the Property prior to execution of this Agreement as set forth in Exhibit C, attached hereto and made a part hereof. Buyer acknowledges that Seller intends to convey the previously certified TDRs separately from the conveyance of the Property and Buyer further acknowledges that its written consent may be necessary for Seller to do so. Buyer agrees to provide such consent.

2. **Deposit.** Buyer shall deliver to Whatcom Land Title Company in Bellingham, Washington (the "Title Company"), as escrow agent for the closing of this transaction, an earnest money deposit in the amount of Two Hundred Thousand 00/100 U.S. Dollars (\$200,000.00) (the "Deposit") as part payment of the purchase price of the Property. The Deposit will be held by the Title Company for the benefit of the parties pursuant to the terms of this Agreement. Any interest that accrues on the Deposit will be for the benefit of Buyer and fully applicable to the Purchase Price (defined at section 3, below) at closing; provided, however, that if Buyer forfeits the Deposit to Seller pursuant to the terms of this Agreement, then all interest accrued on the Deposit will be paid to Seller. Buyer will deliver the Deposit to the Title Company at the same time the balance of the Purchase Price is delivered into escrow in anticipation of closing.

3. **Purchase Price.** The total purchase price for the Property (the "Purchase Price") will be Three Million Seventy-Five Thousand Five Hundred and 00/100 U.S. Dollars (\$3,075,500.00), of