



Ross Smith &lt;rasa7777@gmail.com&gt;

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## All of my offers to settle both lawsuits are still on the table

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Ross Smith II &lt;rasa7777@gmail.com&gt;

Mon, Oct 17, 2016 at 10:33 AM

To: city-council@lincolncity.org

Cc: "Ellen Rosenblum - Attorney General" <ellen.f.rosenblum@state.or.us>, "Emily J. Anderson - DOJ" <emily.j.anderson@doj.state.or.us>, "Heather Hosey" <heather.m.hosey@ojd.state.or.us>, "Jens Schmidt - Harrang Long Gary Rudnick PC" <jens.schmidt@harrang.com>, "Michelle Branam - DA - Lincoln County" <MBranam@co.lincoln.or.us>, "Oregon State Bar - Client Assistance Office" <cao@osbar.org>, "Pamela Peake - Harrang Long Gary Rudnick PC" <pamela.peake@harrang.com>, "Richard Appicello - City Attorney" <rappicello@lincolncity.org>, "Rob Bovett - Legal Counsel - Association of Oregon Counties" <rbovett@co.lincoln.or.us>, "Roger Sprague" <rsprague@charter.net>, "Ron Chandler - City Manager - Lincoln City" <rhandler@lincolncity.org>, "Ross Williamson - Speer Hoyt" <ross@speerhoyt.com>, "Russell Poppe - Of Counsel - Speer Hoyt" <russell@speerhoyt.com>, "Sean O'Day - General Counsel - League of Oregon Cities" <soday@orcities.org>, "Hon. Thomas Branford - Circuit Court Judge - Lincoln County" <thomas.o.branford@ojd.state.or.us>

PO Box 627  
Lincoln City, OR 97367

October 18, 2016

Lincoln City City Council  
801 SW Hwy 101  
Lincoln City, OR 97367

Via: <[city-council@lincolncity.org](mailto:city-council@lincolncity.org)>

Re: All of my offers to settle both lawsuits are still on the table

Honorable Councilors,

Thank you for your service.

I watched the City Council meeting you held on October 10, 2016, and Mayor Don Williams asked City Attorney Richard Appicello if I had submitted one offer, or multiple offers. Mr. Appicello replied that I had submitted only one offer. This appears to be a misadvisement, as I have submitted several proposed offers. All of the offers I have presented you remain on the table until October 24, 2016, at 6pm.

Also, I'm not sure your attorneys communicated to you that every item in my offer is negotiable. Another of your attorneys, Mr. Jens Schmidt, labeled my offer's items as "demands." But the only thing I demand is that your attorneys negotiate for you in good faith. If they have failed to accurately communicate my offers to you, then they have failed in this regard.

So, to make sure that my offer is accurately communicated to you, I will present it to you myself. Here is the offer I first proposed to you on September 27, 2016, and that remains on the table:

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises set forth below and the recitals set forth above, which are hereby incorporated by reference, the parties to this

Agreement agree as follows:

1. A City Councilor (other than Mayor Williams) will read the statement attached to this Agreement as Exhibit 1 at the beginning of the regular meeting of the City of Lincoln City City Council on October 24, 2016. The meeting will be broadcast live on channel 4, and rebroadcast on channel 4 in substantially the same way as the other regular city council meetings. The meeting will be streamed live on the city's website, and available for viewing in the same way as the other regular city council meetings. The speaker can be clearly seen and heard for the entire statement.
2. The parties to the Lawsuits will file a Stipulated General Judgment of Dismissal in each case in the forms set forth in Exhibits 2 and 3 to this Agreement.
3. This Agreement is executed solely for the purpose of resolving disputed claims. This Agreement does not constitute an admission of liability by any of the parties hereto, nor does it constitute an admission of disputed facts.
4. This Agreement is governed by the laws of the State of Oregon.
5. This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.
6. Smith's documented out-of-pocket costs for both lawsuits are reimbursed, up to \$3,000. Upon receipt, Smith will donate all of his reimbursed costs to the Lincoln City Warming Shelter.
7. The Defendants indemnify and hold harmless Smith for any prior acts, or omissions, of his, that may relate to the Defendants, their employees, contractors, and/or agents.

### STATEMENT

*"To the people of Lincoln City, with Mr. Ross Smith's decision to drop his two lawsuits against the City, it will allow us to return to the duties we were elected to do. The city council wishes to apologize to Mayor Don Williams, the staff and the citizens of Lincoln City .*

*The city council recognizes certain actions of ours have possibly violated Oregon Public Meetings laws, our city's laws, or our city's charter. We believe we can now move forward in the spirit of cooperation, making Lincoln City a shining example of what our city can be when we all work together."*

Thank you for this consideration. If you have any questions, or concerns, or have a counter proposal, please contact me at [541.996.6232](tel:541.996.6232), or [rasa7777@gmail.com](mailto:rasa7777@gmail.com).

Thank you for your time and selfless service to our community.

Sincerely,



Ross Smith

CCs:

1. "Ellen Rosenblum - Attorney General" <[ellen.f.rosenblum@state.or.us](mailto:ellen.f.rosenblum@state.or.us)> ,
2. "Emily J. Anderson - DOJ" <[emily.j.anderson@doj.state.or.us](mailto:emily.j.anderson@doj.state.or.us)> ,
3. "Heather Hosey" <[heather.m.hosey@ojd.state.or.us](mailto:heather.m.hosey@ojd.state.or.us)> ,
4. "Jens Schmidt - Harrang Long Gary Rudnick PC" <[jens.schmidt@harrang.com](mailto:jens.schmidt@harrang.com)> ,
5. "Michelle Branam - DA - Lincoln County" <[MBranam@co.lincoln.or.us](mailto:MBranam@co.lincoln.or.us)> ,
6. "Oregon State Bar - Client Assistance Office" <[cao@osbar.org](mailto:cao@osbar.org)> ,
7. "Pamela Peake - Harrang Long Gary Rudnick PC" <[pamela.peake@harrang.com](mailto:pamela.peake@harrang.com)> ,
8. "Richard Appicello - City Attorney" <[rappicello@lincolncity.org](mailto:rappicello@lincolncity.org)> ,
9. "Rob Bovett - Legal Counsel - Association of Oregon Counties" <[rbovett@co.lincoln.or.us](mailto:rbovett@co.lincoln.or.us)> ,
10. "Roger Sprague" <[rsprague@charternet](mailto:rsprague@charternet)> ,
11. "Ron Chandler - City Manager - Lincoln City" <[rhandler@lincolncity.org](mailto:rhandler@lincolncity.org)> ,
12. "Ross Williamson - Speer Hoyt" <[ross@speerhoyt.com](mailto:ross@speerhoyt.com)> ,
13. "Russell Poppe - Of Counsel - Speer Hoyt" <[russell@speerhoyt.com](mailto:russell@speerhoyt.com)> ,
14. "Sean O'Day - General Counsel - League of Oregon Cities" <[soday@orcities.org](mailto:soday@orcities.org)> ,
15. "Hon. Thomas Branford - Circuit Court Judge - Lincoln County" <[thomas.o.branford@ojd.state.or.us](mailto:thomas.o.branford@ojd.state.or.us)> ,

BCCs: 0



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