

SETTLEMENT AGREEMENT

BETWEEN: Ross R. Smith ("Smith")

AND: City of Lincoln City, Chester R. Noreikis, Stephen W. Ryan,
Roger A. Sprague, Susan K. Wahlke, Kippen G. Ward,
Donald B. Williams ("Defendants")

RECITALS

- A. Smith filed two lawsuits against Defendants, the first entitled "*Ross R. Smith v. City of Lincoln City, et al.*," Lincoln County Circuit Court Case No. 15CV22131, and the second entitled "*Ross R. Smith v. City of Lincoln City, et al.*," Lincoln County Circuit Court Case No. 16CV21270 ("Lawsuits").
- B. The parties to the Lawsuits wish to settle them, and therefore enter into this settlement agreement ("Agreement").

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. City of Lincoln City Councilor Dick Anderson will read the statement attached to this Agreement as Exhibit 1 at the regular meeting of the City of Lincoln City City Council on February 26, 2018. Additionally, City Attorney Richard Appicello will make a statement that includes an apology to Smith, Mayor Williams and to city staff and citizens.
2. The meeting will be aired live on channel 4, made available for viewing on the city's website as provided for other meetings,¹ and replayed on channel 4, at least 3 times a day, between 6:00 am and 11:59pm, for at least three weeks. The text of the apology will appear on the City's home page,² directly under "Current News," for at least four weeks, before being found under the "read more..." link.
3. The City of Lincoln City will make the following payments by March 15, 2018:
 - a. \$3,000 to Lincoln City Warming Shelter, Incorporated, with "Donation on behalf of Ross Smith" in the memo field.
 - b. \$3,000 to Smith with "For scholarship fund donation to Lincoln County Bar Association" in the memo field.

¹ <http://lincolncityor.iqm2.com/Citizens/>

² <http://www.lincolncity.org/>

4a. Smith hereby releases, acquits and forever discharges Defendants and their successors and assignees, and the City of Lincoln City's employees, officers, agents, representatives, successors and assignees, from any and all known and unknown actions, causes of actions, causes of suits, claims, demands and damages (collectively, "Claims") that may exist as of the date of the execution of this Agreement, including, but not limited to, the claims made in the Lawsuits; provided, however, that this paragraph does not apply to any Claims Smith might have against City Attorney Richard Appicello in Mr. Appicello's personal capacity; and further provided that nothing in this paragraph shall be construed as releasing any defenses Smith might have against any claim by the City of Lincoln City relating to compliance with Lincoln City Municipal Code provisions regarding land use, licensing, fees or taxes

4b. Defendants and their successors and assignees hereby release, acquit and forever discharge Smith, and his successors and assignees, from any and all known and unknown actions, causes of actions, causes of suits, claims, demands and damages that may exist as of the date of the execution of this Agreement, including, but not limited to, the claims, and/or counter-claims, made in the Lawsuits; provided, however, that this paragraph does not release Smith, his successors or assigns from any obligations to comply with Lincoln City Municipal Code provisions regarding land use, licensing, fees or taxes.

5. 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.

6. This Agreement is executed solely for the purpose of resolving disputed claims. This Agreement, including the incorporated statement to be read at a Council meeting, does not constitute an admission of liability by any of the parties hereto, nor does it constitute an admission of disputed facts.

7. This Agreement is governed by the laws of the State of Oregon.

8. This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

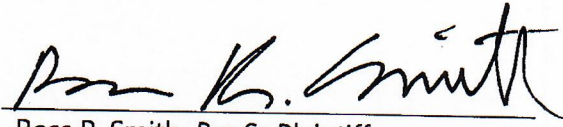
9. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

Dated: _____, 2018.

Dated: 2/12, 2018.

CITY OF LINCOLN CITY

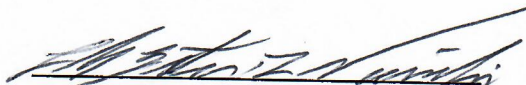
By: 
Ron Chandler, City Manager

By: 
Ross R. Smith, Pro Se Plaintiff

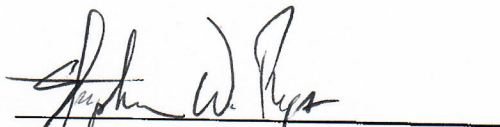
Dated: 2/20/18, 2018

By: Dated: _____, 2018.

By:

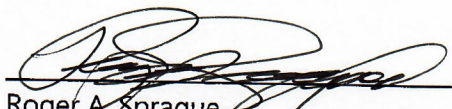

Chester R. Noreikis, Defendant

Dated: 2-12, 2018.


Stephen W. Ryan

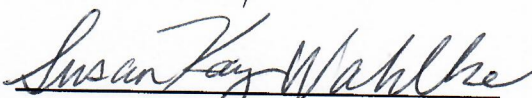
Dated: 2/14/, 2018.

By:


Roger A. Sprague

Dated: 2-12, 2018.

By:


Susan K. Wahlke


Dated: 2-12, 2018.

By:

Kippen G. Ward

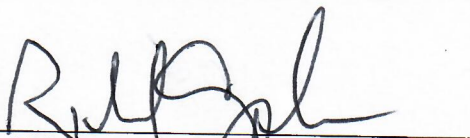
Dated: _____, 2018.

By:


Donald B. Williams

2/12/18

By:


Richard Appicello, solely for purposes
of Paragraph 1 of this Agreement

Ross Smith has filed two lawsuits against the City of Lincoln City, and our City Council in which he alleges we violated the Oregon Public Meetings Law, Oregon Public Records Law, the Lincoln City Charter and our Municipal Code at various times.

With Mr. Smith's decision to drop the two lawsuits, it will allow us to return to the duties we were elected to do. We, the Council, wish to apologize to Mayor Don Williams, Mr. Smith, the City staff, and the citizens of Lincoln City.

Although we do not admit we violated any laws we acknowledge the lawsuits have served to remind us to carefully ensure that our public meetings, and executive sessions, are held in strict compliance with all applicable laws.

We regret the impact of disputes between the Council, Mr. Smith and the Mayor. The Mayor and Council pledge to work together to minimize disputes that distract from the important work the Mayor, Council and City staff perform for the citizens of Lincoln City.

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LINCOLN

ROSS R. SMITH,

Plaintiff,

vs.

**CITY OF LINCOLN CITY, an Oregon
municipal corporation, et al.,**

Defendants.

Case No. 15CV22131

**STIPULATED GENERAL
JUDGMENT OF DISMISSAL**

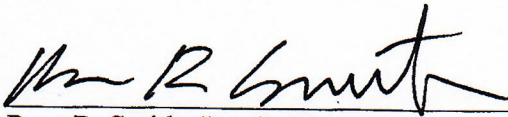
Based on the stipulation of the parties that this case has been settled,
IT IS HEREBY ADJUDGED that this case is dismissed with prejudice and
without attorney fees or costs awarded to any of the parties.

IT IS SO STIPULATED:

Dated: 2/12 2018

Dated: _____, 2018

HARRANG LONG GARY RUDNICK, P.C.



Ross R. Smith, *Pro Se* Plaintiff

By: _____

C. Robert Steringer, OSB #983514
Of Attorneys for Defendants

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CERTIFICATE OF SERVICE

I certify that on February _____, 2018, I served or caused to be served a true and complete copy of the foregoing **STIPULATED GENERAL JUDGMENT OF DISMISSAL** on the party or parties listed below as follows:

- Via Email
- Via First Class Mail, Postage Prepaid
- Via Personal Delivery

Ross R. Smith
~~PO Box 627~~
~~Lincoln City, OR 97367-0627~~
Plaintiff Pro se

832 Euclid St 107
Santa Monica CA
90403

HARRANG LONG GARY RUDNICK P.C.

By: _____
C. Robert Steringer, OSB #983514
bob.steringer@harrang.com
Of Attorneys for Defendants

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**CERTIFICATE OF COMPLIANCE AND READINESS
PURSUANT TO UTCR 5.100**

This proposed **STIPULATED GENERAL JUDGMENT OF DISMISSAL** is ready for judicial signature because:

- Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.

DATED this ____ day of February, 2018.

HARRANG LONG GARY RUDNICK P.C.

By: _____

C. Robert Steringer, OSB #983514
bob.steringer@harrang.com
Telephone: 541-485-0220
Facsimile: 541-686-6564

Of Attorneys for Defendants

00827378.v2

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LINCOLN

ROSS R. SMITH,

Plaintiff,

vs.

CITY OF LINCOLN CITY, et al.,

Defendants.

Case No. 16CV21270

**STIPULATED GENERAL JUDGMENT
OF DISMISSAL**

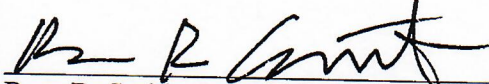
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Dated: _____, 2018

HARRANG LONG GARY RUDNICK, P.C.


Ross R. Smith, *Pro Se* Plaintiff

By: _____
C. Robert Steringer, OSB #983514
Of Attorneys for Defendants

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Ross R. Smith
~~P.O. Box 627~~
~~Lincoln City, OR 97367-0627~~

Pro Se Plaintiff
832 Euclid St #107
Santa Monica, CA
90403

HARRANG LONG GARY RUDNICK P.C.

By: _____
C. Robert Steringer, OSB #983514
bob.steringer@harrang.com
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Of Attorneys for Defendants

00827356.v2

RATIFICATION OF SETTLEMENT AGREEMENT

BETWEEN: Ross R. Smith ("Smith")
AND: City of Lincoln City, Chester R. Noreikis, Stephen W. Ryan,
Roger A. Sprague, Susan K. Wahlke, Kippen G. Ward,
Donald B. Williams ("Defendants")


RECITAL

City Councilor Kippen G. Ward passed away after Ross R. Smith and the City Council of Lincoln City approved the Settlement Agreement attached as Exhibit 1 ("Settlement Agreement") and before Councilor Ward had an opportunity to sign the Settlement Agreement.

RATIFICATION

By his signature below, Ross R. Smith ratifies his execution of the Settlement Agreement and agrees to be bound to its terms notwithstanding the fact that Kippen G. Ward will not execute the Settlement Agreement.

Dated: 2/16, 2018.

By: 
Ross R. Smith, *Pro Se* Plaintiff

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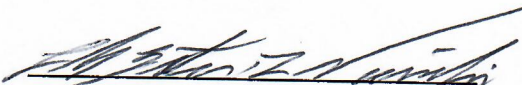
CITY OF LINCOLN CITY

By: 
Ron Chandler, City Manager

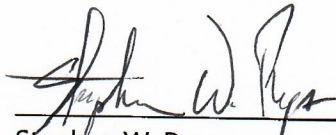
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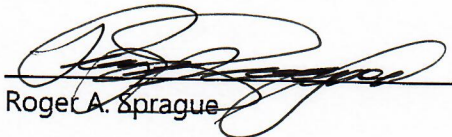
By: Dated: _____, 2018.

By: 
Chester R. Noreikis, Defendant

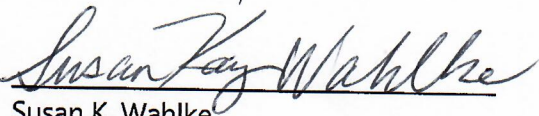
Dated: 2-12, 2018.


Stephen W. Ryan

Dated: 2/14/, 2018.

By: 
Roger A. Sprague


Dated: 2-12 -, 2018.

By: 
Susan K. Wahlke

Dated: 2-12 -, 2018.

By: _____
Kippen G. Ward

Dated: _____, 2018.

By: 
Donald B. Williams

2/12/18

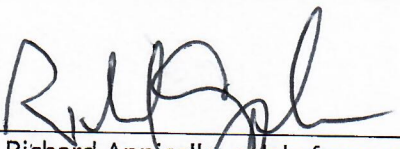
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Exhibit 1

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LINCOLN

ROSS R. SMITH,

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vs.

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Defendants.

Case No. 15CV22131

**STIPULATED GENERAL
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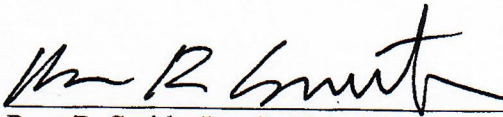
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IT IS SO STIPULATED:

Dated: 2/12 2018

Dated: _____, 2018

HARRANG LONG GARY RUDNICK, P.C.



Ross R. Smith, *Pro Se* Plaintiff

By: _____

C. Robert Steringer, OSB #983514
Of Attorneys for Defendants

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Plaintiff Pro se

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bob.steringer@harrang.com
Of Attorneys for Defendants

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**CERTIFICATE OF COMPLIANCE AND READINESS
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DATED this ____ day of February, 2018.

HARRANG LONG GARY RUDNICK P.C.

By: _____
C. Robert Steringer, OSB #983514
bob.steringer@harrang.com
Telephone: 541-485-0220
Facsimile: 541-686-6564

Of Attorneys for Defendants

00827378.v2

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LINCOLN

ROSS R. SMITH,

Plaintiff,

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CITY OF LINCOLN CITY, et al.,

Defendants.

Case No. 16CV21270

**STIPULATED GENERAL JUDGMENT
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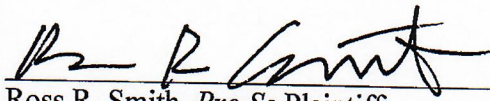
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HARRANG LONG GARY RUDNICK, P.C.


Ross R. Smith, *Pro Se* Plaintiff

By: _____
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Of Attorneys for Defendants

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Ross R. Smith
~~P.O. Box 627~~
~~Lincoln City, OR 97367-0627~~

Pro Se Plaintiff
832 Euclid St #107
Santa Monica, CA
90403

HARRANG LONG GARY RUDNICK P.C.

By: _____
C. Robert Steringer, OSB #983514
bob.steringer@harrang.com
Telephone: 541-485-0220
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Of Attorneys for Defendants

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