

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

The State of Oregon) Case No. 77868
Plaintiff,)
vs.) CIVIL COMPROMISE AGREEMENT
CHRIS NASH,) AND
Defendant.) APPEARANCE

This Compromise Agreement is entered into on this 18th day of January, 2001, between the following parties:

Chris Nash
Represented by John Bridges, Attorney at Law
Brown Tarlow Smith & Bridges, PC
515 East 1st Street, Newberg, OR 97132
Phone: (503) 538-3138 FAX (503) 538-9812
E-mail: john@newberglaw.com
hereinafter referred to as, "Defendant"

Newberg Rural Fire District
Represented by Chief Michael Sherman, Chief of the Newberg Rural Fire District
City of Newberg
414 East Second Street, PO Box 970, Newberg, OR 97132
(503) 537-1230 FAX (503) 538-7441
hereinafter referred to as, "Victim"

RECITALS:

1. On September 19, 1999, an incident occurred which resulted in a report being filed by representatives of the Victim.

Terrence D. Mahr
City Attorney - City of Newberg
PO Box 970, 414 East First Street
Newberg, Oregon 97132
(503) 537-1206

1 2. As a result of the report, the Defendant was arrested on or about October 6, 1999, for the
2 crime of Unlawful Burning in violation of ORS 478.960.

3 3. Victim has been damaged to the extent that the Victim had to respond to the fire and use of
4 fire equipment personnel time and incurred cost, however, the Victim is willing to enter into
5 this Civil Compromise and Agreement. The matter would be resolved pursuant to a civil
6 compromise.

7 4. Victim is satisfied and has received due consideration for its injury, and the parties being
8 mindful of the contingencies of litigation.
9

10 NOW, THEREFORE, in consideration of the release of Victim by Defendant, and the
11 execution of the Performance Agreement by the Victim, the parties have entered into the following
12 covenants to settle their respective rights and liabilities:

13 1. Defendant agrees to release the Victim from any and all causes of action arising out of
14 Defendant's arrest on or about October 6, 1999. Victim acknowledges receipt of an executed
15 release which is attached as Exhibit "A."

16 2. Defendant agrees that in lieu of paying for the damages set out in paragraph 3, the Defendant
17 has executed the attached Performance Agreement which is attached as Exhibit "B" and
18 posted the required security.

19 3. Victim has been injured due to the fire caused by Defendant in the amount of \$1,167.00 for
20 personnel costs and \$1,647.00 for apparatus in accordance with the cost schedule set by the
21 State Fire Marshall's Office which is set-out in detail in Exhibit "C."

22 4. Victim understands that this civil compromise and the dismissal of this charge will be a bar
23 to further prosecution for the same offense.
24
25
26

Terrence D. Mahr
City Attorney - City of Newberg
PO Box 970, 414 East First Street
Newberg, Oregon 97132
(503) 537-1206

1 IN WITNESS WHEREOF, we have hereunto set our signatures the day and year first above
2 written.

3 **DEFENDANT**

4 **VICTIM**

5 *Chris Nash*
6 Chris Nash

7 *Michael B. Sherman*
8 Newberg Rural Fire District
9 Representative: Chief Michael Sherman

10 *Chris Mayfield*
11 Chris Mayfield, Fire Marshal

12 APPROVED BY:

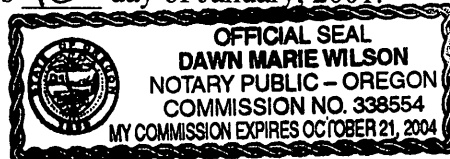
13 *John Bridges*
14 John Bridges, Attorney at Law
15 Oregon State Bar # 90420

16 APPROVED AS TO FORM & CONTENT:

17 *Terrence D. Mahr*
18 Terrence D. Mahr, City Attorney
19 Oregon State Bar # 74369

20 STATE OF OREGON)
21) ss.
22 County of Yamhill)

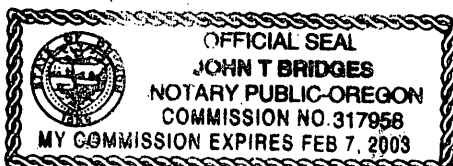
23 The within named Michael Sherman, Chief of the Newberg Fire Department,
24 personally appeared before me and acknowledged the foregoing compromise agreement to be his
25 voluntary act this 18th day of January, 2001.



26 *Dawn Marie Wilson*
Notary Public for Oregon
My commission expires: 10/21/04

27 STATE OF OREGON)
28) ss.
29 County of Yamhill)

30 The within named Chris Nash personally appeared before me and acknowledged the
31 foregoing compromise agreement to be his voluntary act this 19 day of January, 2001.



32 *John T. Bridges*
33 Notary Public for Oregon
34 My commission expires: 2/7/03

35 Terrence D. Mahr
36 City Attorney - City of Newberg
PO Box 970, 414 East First Street
Newberg, Oregon 97132
(503) 537-1206

Exhibit "A"

*to Civil Compromise Agreement
and Appearance
(Page 1 of 2)*

RELEASE ("Release")

I, the undersigned Christopher Nash, on behalf of myself and all of my predecessors, successors, heirs, and assigns, acknowledge and agree as follows:

1. In consideration of the civil compromise with the City of Newberg, the receipt and sufficiency of which is hereby acknowledged, I release the City of Newberg and all of its subsidiaries, affiliates, agents, employees, directors, officers, shareholders and attorneys; and any and all other persons or entities, known or unknown, who are or may be claimed to be liable; and all of their respective predecessors, successors, heirs, attorneys and assigns; from any and all claims and causes of action, known or unknown, arising from or relating to the undersigned's arrest.

2. The consideration described in this Release represents a compromise and settlement of doubtful and disputed claims. I specifically understand and acknowledge that the parties released, and all of them, deny liability to anyone.

3. I understand and agree that this Release extends to and includes any and all of my damages alleged, or which could have been alleged, in the Action, including lost profits and other consequential damages, which I do not anticipate or know about or expect to exist, and to any and all damages which may develop in the future. After careful and extensive

Exhibit "A"

to Civil Compromise Agreement
and Appearance
(Page 2 of 2)

consultation with my attorney, however, I nevertheless consider and agree that the civil compromise is fair and equitable under all the circumstances.

4. In entering into this Release, I represent and warrant that I am not relying on any previous negotiations, understandings or discussions, not expressly set out herein, nor am I relying on any representation of fact or law made by or on behalf of any of the parties released.

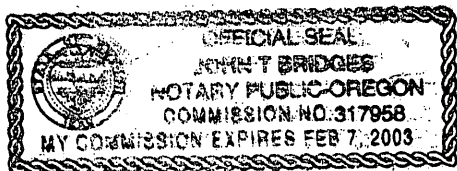
THIS IS A RELEASE! READ BEFORE SIGNING!

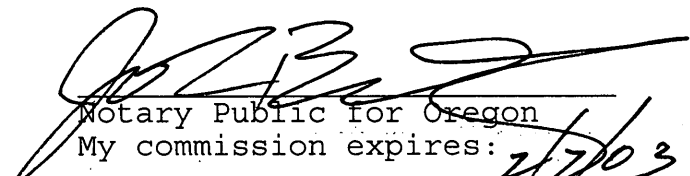

Chris Nash

STATE OF OREGON)
) ss.
County of Yamhill)

On the 19 day of January, 2001, personally appeared the above named Chris Nash and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:




Notary Public for Oregon
My commission expires: 2/7/03

1 **Exhibit "B"**
2 **PERFORMANCE AGREEMENT**

3
4 THIS Performance Agreement is entered into the 18th day of January, 2001, by and
5 between:

6 **Chris Nash**

7 Represented by John Bridges, Attorney at Law
8 Brown Tarlow Smith & Bridges, PC
9 515 East 1st Street, Newberg, OR 97132
10 Phone: (503) 538-3138 FAX (503) 538-9812
11 E-mail: john@newberglaw.com
12 *hereinafter referred to as, "Nash"*

13 **Newberg Rural Fire District**

14 Represented by Chief Michael Sherman, Chief of the Newberg Rural Fire District
15 City of Newberg
16 414 East Second Street, PO Box 970, Newberg, OR 97132
17 (503) 537-1230 FAX (503) 538-7441
18 *hereinafter referred to as, "Fire District"*

19 **RECITALS:**

- 20
21 1. The Fire District's responsibility is to suppress fires in the rural areas surrounding the city
22 of Newberg that are within the Newberg Rural Fire District.
23
24 2. In performing their responsibility, the Fire Department is in need of water to help
25 suppress the fires and places where they can fill their fire apparatuses.
26
27 3. Mr. Nash owns property in the Rural Fire District and is willing to construct a pond
28 which will help supply water for fire suppression used by the Fire Department.
29
30 4. Both parties agree that this is a satisfactory way, through a Civil Compromise, to resolve

31
32 Terrence D. Mahr
33 City Attorney - City of Newberg
34 PO Box 970, 414 East First Street
35 Newberg, Oregon 97132
36 (503) 537-1206

1 the issues the charges coming out of the incident on September 19, 1999, and would be in
2 the best interest of the public to have this water available for fire suppression.
3
4

5 NOW, THEREFORE, the parties agree as follows:

- 6 1. Mr. Nash shall use his best efforts to provide within one (1) year of the date of this
7 Agreement a pond, standard dry-piping, and a roadway to access such pond. The dry-
8 piping will follow the standards required by the Newberg Fire District. The pond will be
9 located on his property or jointly with his neighbor's property. The purpose of said pond,
10 standard dry-piping, and access is to provide water for fire suppression to be used by the
11 Newberg Fire District in the rural area where Defendant resides.
12
- 13 2. Mr. Nash shall post security for the performance of paragraph 1 in the amount of
14 \$2,000.00. Such security shall be posted with the City of Newberg. The funds shall be
15 held in an interest bearing account. At the completion of Mr. Nash's obligations, the
16 security will be returned to Mr. Nash along with any interest accrued. Mr. Nash may
17 withdraw monies from the account in order to pay for any expenses associated with the
18 project with approval of Chris Mayfield, Fire Marshal.
19
- 20 3. Mr. Nash's obligation is to use his best efforts to complete the project designated in
21 paragraph 1. Chris Mayfield, Fire Marshal shall act as the contact person and
22 representative of the Fire District during this project. Fire Marshal Mayfield is
23 authorized to give reasonable extensions of time and to declare the project completed.
24
25
26

1
2 IN WITNESS WHEREOF, the signatures are hereby affixed:
3
4

5 NASH

FIRE DISTRICT

6
7  1-19-01
8 Chris Nash Date

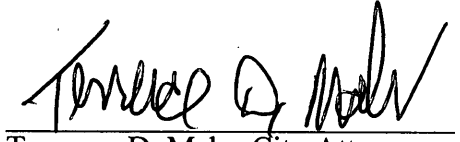
 1-18-01
Newberg Rural Fire District Date
Representative: Chief Michael Sherman

9
10  1-18-01
11 Chris Mayfield, Fire Marshal Date
12
13
14

15 APPROVED BY:

APPROVED AS TO FORM & CONTENT:

16
17  1/19/01
18 John Bridges, Attorney at Law Date
19 Oregon State Bar # 90420

 1/19/01
Terrence D. Mahr, City Attorney Date
Oregon State Bar # 74369

Department	Total Personnel	Total Man Hours	Reimbursement Rate	Total For Personnel
Newberg Fire	27	57.25	\$12.00/hr	\$687.00
Dundee Fire	7	14	\$12.00/hr	\$168.00
Dayton Fire	4	6	\$12.00/hr	\$72.00
Lafayette Fire	5	7.5	\$12.00/hr	\$90.00
McMinnville Fire	2	5	\$12.00/hr	\$60.00
Tualatin Valley Fire	2	3	\$12.00/hr	\$36.00
Wash Co Dist #2	3	4.5	\$12.00/hr	\$54.00

\$1,167.00

Total Reimbursement for Personnel

Doug Prince
revised ckm

Exhibit "C"
to Civil Compromise Agreement
and Appearance
(Page 1 of 3)

Department	Apparatus	Total Hours in Service	Reimbursement Rate	Total Per Apparatus
Newberg Fire	Command Car 250	1.5	\$15.00	\$22.50
	Ambulance M21	0.5	\$45.00	\$22.50
	Ambulance M22	1	\$45.00	\$45.00
	Engine 28	2	\$100.00	\$200.00
	Engine 27	1.5	\$100.00	\$150.00
	Engine 26	1.5	\$100.00	\$150.00
	Tender 23	1.5	\$50.00	\$75.00
	Tender 22	1.5	\$30.00	\$45.00
Dundee Fire	Engine 36	2	\$100.00	\$200.00
	Tender 32	2	\$50.00	\$100.00
Dayton Fire	Engine 64	1.5	\$100.00	\$150.00
Lafayette Fire	Engine 101	1.5	\$100.00	\$150.00
McMinnville Fire	Ambulance M10	2.5	\$45.00	\$112.50
Tualatin Valley Fire	Tender 223	1.5	\$50.00	\$75.00
Wash Co Dist #2	Engine 192	1.5	\$100.00	\$150.00

\$1,647.50 ✓

Total Reimbursement for Apparatus

Total Reimbursement Per Department

Newberg Fire	\$1,397.00
Dundee Fire	\$468.00
Dayton Fire	\$222.00
Lafayette Fire	\$240.00
McMinnville Fire	\$172.50
Tualatin Valley Fire	\$111.00
Wash Co Dist #2	\$204.00

Exhibit "C"

to Civil Compromise Agreement
and Appearance
(Page 2 of 3)

ADMINISTRATION DIVISION

Billing Schedules
April 1999

2. STATE FIRE MARSHAL STANDARDIZED COST SCHEDULE

OREGON FIRE SERVICE MOBILIZATION PLAN EMERGENCY CONFLAGRATION ACT

HOURLY REIMBURSEMENT RATE

APPARATUS	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V	TYPE VI
ENGINE	STRUCTURAL (May Have Off-Road Capability) (Meets 1901 Standards)		BRUSH (With Off-Road Capability)		BRUSH (With Off-Road Capability)	
Pump (GPM)	1000 +	500 - 1000	120	70	50	50
Tank (Gallons)	400	400	> 300	≤ 750	500	200
	(\$100/Hr)	(\$80/Hr)	(\$60/Hr)	(\$40/Hr)	(\$30/Hr)	(\$25/Hr)
WATER TENDER						
Pump (GPM)	300	200	200			
Tank (Gallons)	5000	2500	1000	N/A	N/A	N/A
	(\$70/Hr)	(\$50/Hr)	(\$30/Hr)			
TRUCK	Aerial	Elevated Master Stream				
	(\$150/Hr)	(\$100/Hr)	N/A	N/A	N/A	N/A
SQUAD/ PERSONNEL TRANSPORT	In Use Only	N/A	N/A	N/A	N/A	N/A
	(\$20/Hr)					
SUPPORT VEHICLE	(\$15/Hr)	N/A	N/A	N/A	N/A	N/A
RESCUE VEHICLE*	(\$45/Hr)	N/A	N/A	N/A	N/A	N/A

Specialized equipment or apparatus shall be at a rate negotiated with the Office of State Fire Marshal, e.g., mobile communication, maintenance/repair, fuel, city service, aircraft fire, chemical, investigation, HazMat, heavy rescue, water craft, tow truck, air system, power plants.

* Note: Includes medic units and ambulances.

Note: Apparatus not matching typing criteria (pump [GPM] or tank [gallons]) will be classified to the most restrictive type. e.g., an engine with a pump of 100 GPM with a >300 gallon tank would be classed as a Type IV engine. A tender with a 250 GPM pump and 5000 gallon tank would be classed as a Type II tender.

C. BILLING SCHEDULES (CONFLAGRATION ACT)

1. PERSONNEL REIMBURSEMENT COSTS

a. Career Firefighters

Whenever aid is supplied pursuant to the Act, the state shall reimburse the political subdivision supplying the aid for the compensation paid to employees during the time such aid prevents them from performing their duties in the political subdivision by which they are employed.

b. Volunteers

The state shall reimburse political subdivisions supplying volunteer aid at the rate of \$12.00/hour for the actual number of hours they are in service. After 40 hours, they shall be paid at time and a half (\$18.00/hour).

c. Substitute and Recalled Off-Duty Firefighters

Substitute and recalled off-duty firefighters may be recalled or appointed by the same person(s) authorized by law to appoint regular firefighters.

Compensation for recalled off-duty firefighters and substitute firefighters and any allowable expense necessarily incurred by them shall be charged against the county, city or fire district for which they were appointed, and shall be audited, allowed and paid, and shall be subject to reimbursement by the state.

Substitute firefighters shall not be subject to the requirements of the civil service law or rules and shall not be entitled to any pension or retirement rights or privileges. Their compensation shall not be greater than the lowest rate of pay for career firefighters.

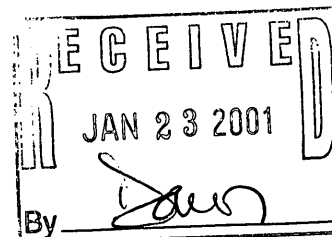
BROWN, TARLOW, SMITH & BRIDGES, P.C.

ATTORNEYS AT LAW

ALLYN E. BROWN
DONALD O. TARLOW
ELAINE D. SMITH
JOHN BRIDGES
STEPHEN C. PALMER

515 EAST FIRST STREET
NEWBERG, OREGON 97132
PHONE (503) 538-3138
FAX (503) 538-9812

January 22, 2001



Terrence D. Mahr
City Attorney - City of Newberg
P.O. Box 970
Newberg, OR 97132

RE: State v. Chris Nash - Case No. 77868

Dear Mr. Mahr:

Enclosed are the following pursuant to the recently reached civil compromise agreement for the above referenced case:

1. Release;
2. Civil Compromise Agreement and Appearance;
3. Check from our client in the amount of \$2,000.00.

Thank you for your assistance in this matter. Please do not hesitate to contact either John Bridges or me if you have any questions.

Sincerely,

BROWN, TARLOW, SMITH & BRIDGES, P.C.

Debra Surette
Paralegal

cc: Client
District Attorney

CHRISTOPHER P. NASH
31635 WILSONVILLE RD NE
NEWBERG, OREGON 97132

1184

DATE 1-19-01 24-22/1230 3105

PAY TO THE ORDER OF City of Newberg \$ 2000
Two Thousand 00/100

usbank.
USBank 24-Hour Phone Banking
1-800 US BANKS
(503) US BANKS

FOR Trust Account File C Nash MP

⑆ 1 230002 201 153600509498 ⑈ 1184

© HARLAND

01/24/01

Dawn Wilson routed
original ck to
Kathy Tri for
deposit to a trust account.

NOTICE OF VIOLATION/CITATION

County of YAMHILL District NEWBERG RURAL FIRE Call No. 99-10316

THE UNDERSIGNED CERTIFIES AND SAYS:

THAT ON THE 19th DAY OF SEPT 19 99 AT 1156 O'CLOCK A M

AT (location) 31635 WILSONVILLE RD.
NEWBERG OR 97132

NAME NASH CHRIS P
LAST FIRST MIDDLE

RES. ADD. 31635 WILSONVILLE RD

CITY NEWBERG STATE OR ZIP 97132 PHONE 502-3482

BUS. ADD. SAA

CITY _____ STATE _____ ZIP _____ PHONE SAA

DATE OF BIRTH 8-27-61 OCCUPATION ARBORIST SEX M

DID THEN AND THERE UNLAWFULLY COMMIT THE FOLLOWING OFFENSE:

- ① BURNING ILLEGAL MATERIAL:
DEMOLITION DEBRIS FROM HOME
 - ② BURNING WITHOUT A PERMIT
 - ③ WRECKLESS BURNING
- IN VIOLATION OF ORS 478.960 OAR NO. _____

DATE SERVED 9-22-99 BY Chris Mayfield
NFD Fire Marshal

☐ COURT APPEARANCE NOT REQUIRED
☒ APPEAR IN ☐ MUNICIPAL ☒ DISTRICT COURT

ON: 6th DAY OF OCTOBER 19 99 AT 1:15 P M

LOCATED AT YAMHILL CO. COURTHOUSE
MC MINVILLE, OREGON

READ CAREFULLY

This is not a complaint or an information. One will be filed and you will be provided a copy thereof at the time of your first appearance. You MUST appear in court at the time set. IF YOU FAIL TO APPEAR AND A COMPLAINT OR INFORMATION HAS BEEN FILED, THE COURT WILL IMMEDIATELY ISSUE A WARRANT FOR YOUR ARREST.

PART 1: COURT — PART 2: DISTRICT ATTORNEY — PART 3: FIRE DEPT. — PART 4: DEFENDANT

State of Oregon Office of State Fire Marshal Incident Report

ALARM NO: 9910316

EXPOSURE NO: 0000

DISTRICT OF INCIDENT:

COUNTY:

DEPT. RESPONDING:

NEWBERG RFPD

YAMHILL

NEWBERG FD

ALARM DATE: 3/19/1999 ALARM TIME: 11:56 ARRIVAL DATE: 3/19/1999 ARRIVAL TIME: 12:03 BACK IN DATE: 9/19/1999 BACK IN TIME: 13:48

TYPE OF SITUATIONS FOUND:

Unauthorized burning Brush, or brush and grass mixture fir

INCIDENT ADDRESS: 31635 WILSONVILLE RD

APT:

CITY/ZIP: NEWBERG 97132

CENSUS TRACT:

ZONE:

OCCUPANT/COMPANY: UNOCCUPIED,

DOB:

TELEPHONE:

BUSINESS OWNER:

DOB:

TELEPHONE:

ADDRESS:

BUILDING/MOBILE PROPERTY OWNER: NASH, CHRIS P

DOB: 8/27/1961 TELEPHONE: (503) 502-3482

ADDRESS: 31635 WILSONVILLE RD NEWBERG OR 97132

REPORTED BY: MULTI,

DOB:

TELEPHONE:

ADDRESS:

CAREER F/F: 6 VOLUNTEER F/F: 21 ENGINES: 3 AERIAL APPARATUS: 0 OTHER VEHICLES: 5 MUTUAL AID: 2

ACTIONS TAKEN:

EXTINGUISH

INVESTIGATE

NO ACTION TAKEN

METHOD OF EXTINGUISHMENT: WATER FROM TANKER SHUTTLE

AGENT OF EXTINGUISHMENT: WATER ONLY

SPECIFIC PROPERTY USE: ONE-FAMILY DWELLING, YEAR ROUND USE

GENERAL PROPERTY USE: RESIDENTIAL; RURAL-URBAN INTERFACE

MOBILE PROPERTY INVOLVED: NO MOBILE PROPERTY INVOLVED

M: OR

ROOM/AREA OF ORIGIN:

LAWN, FIELD, OPEN AREA

EQUIPMENT INVOLVED:

EQUIPMENT INVOLVED, UNKNOWN/NOT REPORTED

E:

POWER SOURCE:

ASLEEP: GENDER: UNCONCIOUS: UNATTENDED PERSON: JUVENILE: COUNT: ELDERLY: PHYSICALLY DISADVANTAGED: MULTIPLE PERSONS:
No M No No No 0 No No No

IGNITION FACTOR: RECKLESS ACT (DISREGARD FOR LIFE AND PROPERTY)

FORM OF HEAT:

MATERIAL FIRST IGNITED WAS MADE OF:

ITEM FIRST IGNITED:

HEAT FROM DIRECT FLAME, CONVECTION CUR TYPE OF MATERIAL, UNKNOWN/N FORM OF MATERIAL NOT KNOWN/NOT REPORTED

LEVEL OF FIRE ORIGIN: GROUND LEVEL

FLOOR OF ORIGIN (STRUCTURE FIRES ONLY):

ESTIMATED VALUE	BUILDING:	CONTENTS:	MOBILE PROPERTY AND CONTENTS:	OTHER:
\$0		\$0	\$0	\$0
ESTIMATED LOSS	\$0	\$0	\$0	\$0

COMPLETE FOR ALL STRUCTURE FIRES

APPROXIMATE BUILDING AGE: 0 BUILDING SIZE (GROUND FLOOR ONLY): NUMBER OF STORIES: 0

STRUCTURE TYPE:

CONSTRUCTION TYPE:

ROOF COVERING:

FACTOR CONTRIBUTING TO FLAME TRAVEL:

NO IMPORTANT FACTOR CONTRIBUTING TO FLAME TRAVEL

AVENUE OF SMOKE TRAVEL:

EXTENT OF DAMAGE CAUSED BY:

FIRE SUPPRESSION EFFORTS CONFINED TO:

FLAME:

EXTINGUISHING AGENT: NO DAMAGE OF THIS TYPE

SMOKE:

FIRE CONTROL: NO DAMAGE OF THIS TYPE

DETECTOR TYPE:

DETECTOR POWER SUPPLY:

DETECTOR PERFORMANCE:

REASON FOR DETECTOR FAILURE:

NO DETECTOR FAILURE

SPRINKLER SYSTEM TYPE:

OF HEADS OPENED:

SPRINKLER PERFORMANCE:

REASON FOR SPRINKLER FAILURE:

NO SPRINKLERS PRESENT

0

NO EQUIP IN ROOM/SPACE OF ORI

NO EXTING. SYSTEM FAILURE

COMPLETE FOR ALL INCIDENTS

FOLLOW-UP INVESTIGATION REQUESTED: Yes

IF YES, WHO WILL INVESTIGATE: LOCAL FD PERSONNEL OR TEAM

NUMBER OF INJURIES	FIRE SERVICE:	OTHER:	NUMBER OF FATALITIES	FIRE SERVICE:	OTHER:
	1	0		0	0

MEMBER MAKING REPORT: MAYFIELD

TITLE: FM

DATE: 9/19/1999

ADDITIONAL INFORMATION BY:

TITLE:

DATE:

WAS RECYCLING MATERIAL OR ITS CONTAINER THE CAUSE OF THE FIRE OR DID IT CONTRIBUTE TO THE FIRE?:

No

State of Oregon Office of State Fire Marshal Incident Report

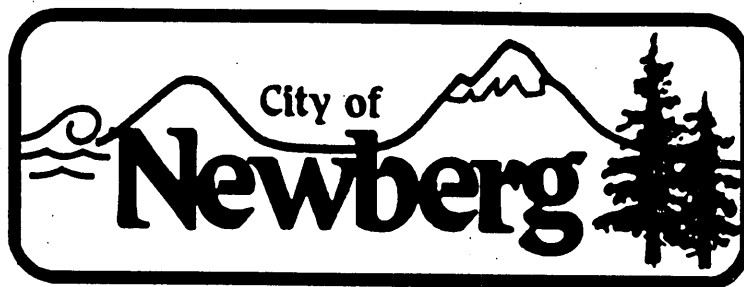
ALARM NO: 9910316

ALARM DATE 7/19/1999

REMARKS:

ILLEGAL BURN OUT OF CONTROL

Fire Department
Division Chief
Fire Marshal
Chris Mayfield



414 E. Second Street
Newberg, OR. 97132-3006
(503) 537-1230
fax: (503) 538-7441

9-24-99

Supplemental Fire Report

Run #: 99-10316
Run Date: 9-19-99
Incident Address: 31635 Wilsonville Rd.
Owner: Chris P. Nash DOB 8-27-61

Suppression

Dispatched to a structure fire at above address. Address is same as a house fire that took place on 7-12-99 (run # 99-07237). The previous fire destroyed the entire house leaving only approximately 50% of the structure still standing.

The current fire was burning the remainder of the original house and had spread to the surrounding bushes and trees. The fire was controlled approximately 5 feet from a dry grass field that led uphill to heavy timber and other residences.

Firefighters from Newberg, Dundee, and Tualatin Valley were used to control the fire.

Investigation

I questioned Mr. Nash about the origin of the current fire. He stated he was burning the debris from the original house. He also showed me where he was burning the debris. The location he showed me was up against the southwest corner of the house. He stated the fire started burning out of his control, then spread to the adjoining wildland.

Injury

One Dundee firefighter was transported by Newberg Ambulance to Providence Newberg Hospital for evaluation.

Mr. Nash was cited for burning illegally:

- * burning without a permit during a summer burn ban
- * burning illegal material (per DEQ regulations, only yard debris can be burned)
- * wreckless burning

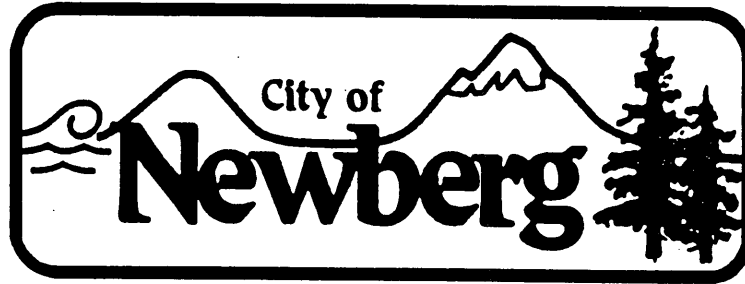


Home of Old Fashioned Festival

Chris Mayfield
NFD Fire Marshal



*Fire Department
Division Chief
Fire Marshal
Chris Mayfield*



*414 E. Second Street
Newberg, OR. 97132-3006
(503) 537-1230
fax: (503) 538-7441*

10-11-99

To: Doug Prince

From: Chris Mayfield 

*Re: 31635 Wilsonville Rd.
Chris Nash
Fire on 9-19-99*

Per your request, attached is the schedule of fire equipment, personnel, man hours, and the cost for each for the above fire.

The cost schedule is set by the State Fire Marshal's Office and is also attached for your review.

If you have any questions, please give me a call.



Home of Old Fashioned Festival



Saturday
Sept 25

House takes fire a second time near Newberg

By GARY ALLEN
NEWBERG GRAPHIC NEWS EDITOR

You could call it the fire that wouldn't die or the house that refused to stand.

On Sunday morning, firefighters from Newberg, Dundee and Dayton responded to the call of a house fire at 31635 Wilsonville Road. When they arrived the firefighters, at least those from Newberg, experienced *deja vu*. The house, or what was left of it, looked familiar, as well it should. On July 1, the same firefighters responded to the call of a fire at the same house, at about the same time of the day.

That fire, according to Chris Mayfield — Newberg Fire Department fire marshal, consumed about 80 per-

cent of the old farm house nestled in the trees on the south slope of Parrett Mountain.

Although Mayfield and insurance investigators were unable to determine the exact cause of the one-alarm fire in July, Mayfield suspected it was caused by faulty wiring.

However, there's no doubt of the cause for Sunday's one-alarm fire, Mayfield said. Mayfield alleged that the owner of the property, Chris Nash, illegally started a burn pile adjacent to the home. The pile quickly got out of control, igniting the home and a 60-foot radius of dry grass around the home. Before firefighters arrived, Mayfield said, several trees had caught fire and the blaze nearly headed up the slope of Parrett Mountain.

"So we could have had a problem,

but we got there quick enough," he said, adding that the fire would have headed for a populated area along Kramian Road if not for a quick response by the firefighters at around 11:56 a.m.

The various departments responded with three engines two water tenders and about 40 firefighters, Mayfield said, and were able to control the blaze in about 15 minutes. Several outbuildings were spared in the fire.

A Dundee firefighter was transported to Providence Newberg Hospital with probable heat exhaustion during the fire. Mayfield couldn't name the man due to NFD policy. No other injuries were reported.

Mayfield expects to cite Nash for an illegal burn in the next few days.

1999
Mid
Willamette
Valley
Fall
Antique
Show
September 25 & 26



Oregon State Fairgrounds
Salem, OR

Showing quality Antiques & Collectibles
over 225 Booths, over 125 Dealers

\$3.00 Admission

Seniors over 60, 2 for 1 on Sunday
Sat. 9am-7pm, Sun. 9am-5pm

TOWN HALL MEETING



with

COMMISSIONER



TOM BUNN

Eggs 'n Issues

No-Host Breakfast Meeting

Wednesday, September 29, 1999, 7:30 a.m.

Jane's Restaurant (Upstairs)

325 N. Hwy. 99W, McMinnville





PERMISSION FOR FIRE INVESTIGATION

I, Chris Nash, willingly
and of my own free will give permission to Chris Mayfield
_____ of the NFD
to enter the property I own, rent, lease
The property is located at 31635 NE Wilsonville Rd.
_____...

The reason for entering is to investigate the cause of
the fire that took place on the date of 7/12/99 ...
I am also giving entry permission to the police and
others helping in this investigation.....

I have been told the careful search may take from several
days up to 30 days.....

I am allowing the investigators to return and re-enter
my property during reasonable hours during the 30 days
to continue the search.....

I give permission for items to be removed from my
property to be tested.....

I understand this search may be used in a court of law.

I understand that I do not have to give permission....

I understand I may take away this permission at any time.

CP
(initial)

CP
(initial)

CP
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CP
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CP
(initial)

CP
(initial)

CP
(initial)

CP
(initial)

CP
(initial)

X John Tish
Witness

X Chris Mayfield
Witness

CP
Signed

X 7-12-99
Date