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

CITY OF HAPPY VALLEY, an Oregon
municipal corporation,

Plaintiff,

v.

CLACKAMAS COUNTY, a political
subdivision of the State of Oregon, on behalf of
NORTH CLACKAMAS PARKS &
RECREATION DISTRICT, a county service
district,

Defendant.

Case No. 17CV44060

GENERAL JUDGMENT AND MONEY
AWARD

Hon. Katherine E. Weber

GENERAL JUDGMENT

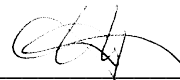
This case went to trial before a jury, with the Honorable Katherine Weber presiding. On August 16, 2019, the jury returned a special verdict in favor of Plaintiff City of Happy Valley and against Defendant Clackamas County on behalf of North Clackamas Parks & Recreation District. A copy of the verdict is attached as Exhibit A and is incorporated into this judgment by reference. Based on this jury's verdict:

It is hereby ADJUDGED that Plaintiff shall have judgment in its favor and against Defendant on its claim for Breach of Contract in the amount of \$18,078,238.00 and prejudgment interest in the amount of \$3,222,879.31, plus Plaintiff's costs and disbursements as determined by the Court and entered as a Supplemental Judgment. It is further ADJUDGED that Plaintiff shall have judgment in its favor and against Defendant as to each of Defendant's counterclaims and affirmative defenses against Plaintiff.

MONEY AWARD

- 1. Judgment Creditor: City of Happy Valley
16000 SE Misty Drive
Happy Valley, OR 97086
- 2. Judgment Creditor's Attorneys: Christopher D. Crean
Mallory R. Beebe
Beery, Elsner & Hammond, LLP
1750 SW Harbor Way, Suite 380
Portland, OR 97201-5106
- 3. Judgment Debtor: Clackamas County
North Clackamas Parks & Recreation District
150 Beaver Creek Road
Oregon City, OR 97045
- 4. Judgment Debtor's Attorneys: Stephen L. Madkour
Jeffrey D. Munns
Office of Clackamas County Counsel
2051 Kaen Road
Oregon City, OR 97045
- 5. Name of person or public body other than judgment creditor's attorney entitled to any portion of the judgment: None
- 6. Principal Amount of Judgment: \$18,078,238.00
- 7. Prejudgment Interest: \$3,222,879.31
- 8. Post-judgment Interest: On the total amount owed at the time of entry of judgment plus prejudgment interest at the rate of nine percent (9%) simple interest to begin on the date of entry of judgment until paid in full
- 9. Attorney's Fees: None
- 10. Costs and Disbursements: Awarded in an amount to be determined by the Court in accordance with ORCP 68 and entered as a supplemental judgment in accordance with ORCP 68 C(5)

Signed: 10/10/2019 01:41 PM



Circuit Court Judge Katherine E. Weber

1 Submitted by:
2 Christopher D. Crean, OSB #942804
3 Beery, Elsner & Hammond, LLP
4 Attorneys for Plaintiff
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2. Did defendant prove by a preponderance of the evidence that its performance to complete the Mt. Scott Creek Trail is excused by the City failing to work in good faith to obtain the right-of-way for the trail?

Yes _____ No X

3. Did defendant prove by a preponderance of the evidence that its performance to install all-weather turf on an existing soccer field at Happy Valley City Park or other location as agreed by the parties is excused by the City's failure to work in good faith to find a mutually agreeable alternative location for the turf field?

Yes _____ No X

4. What are Plaintiff's Damages? \$ 18,078,238.00 USD

Regardless of your answer, go to Question 5.

5. Did the defendant prove by a preponderance of the evidence that it is entitled to the reasonable value of its performance under the contract?

Yes _____ No X

If your answer to question 5 is yes, go to Question 6. If your answer to question 5 is no, go to Question 7.

6. What is the reasonable value of defendant's performance under the contract?

\$ NA

Regardless of your answer, go to Question 7.

Defendant has also asserted claims for monetary damages against plaintiff.

7. Did the defendant prove by a preponderance of the evidence that the City breached the contract by failing to maintain parks or by failing to acquire the Mt. Scott Creek Trail right-of-way?

Yes _____ No X

If your answer to Question 7 is yes, proceed to Question 8. If your answer is no, the presiding juror should sign and date the verdict form.

8. What are Defendant's Damages? \$ 0.00

The presiding juror should sign and date the verdict form.

DATED this 16th day of August, 2019.

Stanley E. Grubbs

Presiding Juror

1 **CERTIFICATE OF READINESS**

2 This proposed order or judgment is ready for judicial signature because:

- 3 1. Each party affected by this order or judgment has stipulated to the order or judgment, as
4 shown by each party’s signature on the document being submitted.
- 5 2. Each party affected by this order or judgment has approved the order or judgment, as
6 shown by each party’s signature on the document being submitted or by written
7 confirmation of approval sent to me.
- 8 3. I have served a copy of this order or judgment on each party entitled to service and:
9 a. No objection has been served on me.
10 b. I received objections that I could not resolve with a party despite reasonable
11 efforts to do so. I have filed a copy of the objections I received and indicated
12 which objections remain unresolved.
13 c. After conferring about objections, counsel for the opposing party agreed to
14 independently file any remaining objection.
- 15 4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or
16 otherwise.
- 17 5. This is a proposed judgment that includes an award of punitive damages and notice has
18 been served on the Director of the Crime Victims’ Assistance Section as required by
19 subsection (5) of this rule.
- 20 6. Other: Judgment is submitted pursuant to Judge Katherine E. Weber’s letter opinion
21 dated October 2, 2019.

22 Dated: October 2, 2019

23
24 s/ Christopher D. Crean
25 Christopher D. Crean, OSB #942804
26 Chris@gov-law.com
Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the date indicated below, I caused to be served a copy of the
3 foregoing GENERAL JUDGMENT AND MONEY AWARD on:

4 Jeffrey D. Munns
5 Assistant County Counsel
6 Stephen L. Madkour
7 Clackamas County Counsel
8 Email: jmunns@clackamas.us
smadkour@clackamas.us
9 Attorneys for Defendant

10 by the following indicated method or methods:

- 11 by **First-Class Mail**
- 12 by **Hand-Delivery**
- 13 by **Overnight Delivery**
- 14 by **Facsimile Transmission**
- 15 by **Electronic Mail** – the parties have consented to service by email
- 16 by **Electronic Service**

17 DATED this 2nd day of October, 2019.

18 BEERY, ELSNER & HAMMOND, LLP

19 *s/ Christopher D. Crean*

20 Christopher D. Crean, OSB #942804

21 Chris@gov-law.com

22 Mallory R. Beebe, OSB #115138

23 Mallory@gov-law.com

24 Attorneys for Plaintiff

25 HAGLUND KELLEY LLP

26 Christopher G. Lundberg, OSB # 941084

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Matthew E. Malmshemer, OSB # 033847

mmalmshemer@hk-law.com

Attorneys for Plaintiff