

# Resolution

Version 2.3 released on 8/3/21

Use for all types of Resolutions



**CITY COUNCIL USE ONLY**  
Date Received: \_\_\_\_\_  
Committee Date: \_\_\_\_\_  
1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
Committee: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
2<sup>nd</sup> Agenda Date: \_\_\_\_\_

Scanned  
 Posted

**CITY CLERK USE ONLY**

Date: 01.26.2022  
Item #: 2201.00167

*All department items requiring Council approval must be submitted through the Mayor's Office.*

## Primary Details

### Board Approval

Department: Legal  
Contact Name: Michelle McGrew

Other Board Name

City Council Approval  
 Yes  No

Resolution Type: Authorizing Sinking Fund Credit or Payment

Email: mmcgrew@cityoftulsa.org

Phone: 9185967717

Amount: Case Number: CJ-2016-1850

TMAPC Number

Council District

Description (Subject):

Bid/Project Number

Section: Township

Range

Addition

Lot: Block

Address

## Budget

### Funding Source(s)

**TOTAL:**

## Approvals

Department: *Danlynn M. Marks*  
Legal: *City of Tulsa*  
Board: \_\_\_\_\_  
Mayor: *HRB*  
Other: \_\_\_\_\_

Date: 1/24/22  
Date: 01-24-2022  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: JAN 26 2022

## Policy Statement

### Background Information

Mayor approved payment of this lawsuit in the amount of \$20,000.00 on May 21, 2018. The Journal Entry of Judgment was signed and filed with the Court on November 30, 2018. (see attached JE and Memo)

### Summation of the Requested Action

Request Council approve Resolution. Request Mayor approve and direct Finance to issue a check in the amount of \$20,000.00 made payable to Ruth and Raymond Jones, Plaintiffs, and Laurence Pinkerton, Attorney at Law and forward to City Legal Department for further processing.

### Emergency Clause?

Yes  
 No

### Reason for Emergency Clause

This matter has been pending for over three years and payment needs to be made ASAP.

## Processing Information for City Clerk's Office

### Post Execution Processing

Mail vendor copy (add'l signature copies attached)  
 Must be filed with other governmental entity  
 Add'l governmental entity approval(s) required

### Additional Routing and Processing Details

Return Executed Resolution and RFA to City Legal

(Published in the Tulsa World,  
\_\_\_\_\_, 2022.)

## **RESOLUTION**

### **A RESOLUTION AUTHORIZING INVESTMENT IN A JUDGMENT, TO BE LEVIED AGAINST AND PAID FROM MONIES IN THE SINKING FUND AS PROVIDED BY OKLAHOMA LAW; AND DECLARING AN EMERGENCY.**

WHEREAS, on the 30th day of November, 2018, in Case No. CJ-2016-1850, filed in the District Court in and for Tulsa County, State of Oklahoma, judgment was entered based on a settlement agreed to by and between Ruth and Raymond Jones, Plaintiffs, and the City of Tulsa, Defendant, in the sum of Twenty Thousand Dollars (\$20,000.00), representing principal judgment, interest, costs and attorney fees, was entered against the City of Tulsa, which settlement has been approved by the Court; and

WHEREAS, it appears from a survey of the Sinking Fund that there is a surplus of cash and investments in said fund, over and above accrued liabilities and statutory obligations, which would allow the City of Tulsa to pay said judgment in full, including court costs and interest thereon; and

WHEREAS, it is desirable and in the best interest of the City of Tulsa to make such present payment out of the Sinking Fund, and thereafter reimburse the Sinking Fund from subsequent tax levies, as provided by 62 O.S. '435.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TULSA, OKLAHOMA:

Section 1. That the City Clerk and the City Treasurer of the City of Tulsa be, and the same hereby are, authorized to consummate and complete the payment of said judgment by drawing the following warrant on the Sinking Fund:

To the order of RUTH & RAYMOND JONES, Plaintiffs, and LAURENCE PINKERTON, Attorney at Law, the sum of Twenty Thousand Dollars (\$20,000.00); the same representing the full amount of the judgment, interest, costs and attorney fees, now due and owing to the Plaintiff in the lawsuit identified above.

Section 2. That the City Clerk and the City Treasurer of the City of Tulsa be, and the same hereby are, authorized and directed to properly advise the Tulsa County Excise Board by appropriate reports, of the prepayment of said judgment in order that said Board may include said prepaid judgment as a necessary and lawful expense of the Sinking Fund of the City of Tulsa, Oklahoma, for which appropriate tax levies may be made to replenish said Sinking Fund, as provided by the provisions of Title 62 of the Statutes of the State of Oklahoma.

Section 3. That an emergency exists for the preservation of the public peace, health and safety, by reason whereof this Resolution shall take effect immediately from and after its passage, approval, and publication.

ADOPTED by the Council: \_\_\_\_\_ (Date)

ADOPTED as an emergency measure: \_\_\_\_\_ (Date)

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Chairman of the Council

OFFICE OF THE MAYOR

Received by the Mayor: \_\_\_\_\_, at \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_

G.T. Bynum, Mayor

By \_\_\_\_\_  
Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma: \_\_\_\_\_,  
Date \_\_\_\_\_

Time \_\_\_\_\_

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Mayor

(Seal)  
ATTEST:

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City Clerk

APPROVED:

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City Attorney

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

RUTH JONES and RAYMOND JONES      )  
    )  
Plaintiffs,                              )  
    )  
vs.                                      )  
    )  
THE CITY OF TULSA, a municipal      )  
corporation of the State of Oklahoma; )  
FARMERS INSURANCE COMPANY,        )  
INC., a foreign insurance company, and )  
FARMERS INSURANCE EXCHANGE,        )  
an unincorporated business association. )  
    )  
Defendants.                            )  
    )

Case No. CJ-2016-01850  
Judge Jefferson Sellers

DISTRICT COURT  
FILED  
NOV 30 2018  
DON NEWBERRY, Court Clerk  
STATE OF OKLA. TULSA COUNTY

**JOURNAL ENTRY OF JUDGMENT UPON AGREED SETTLEMENT**

NOW ON this 30<sup>th</sup> day of Nov., 2018, this matter comes before the undersigned Judge. Plaintiffs, Ruth Jones and Raymond Jones, appear by *Pro se*. Defendant City of Tulsa, appears by and through its attorney of record, T. Michelle McGrew, Senior Assistant City Attorney.

The Court, having reviewed the allegations set forth in Plaintiffs' Petition, having reviewed the Defendant's *Offer of Proof* filed herein on the 29<sup>th</sup> day of Nov., 2018 evidencing that the statutory requirements pursuant to 62 O.S. § 362 have been met and that the judgment proceeds being paid by the Defendant to the Plaintiffs herein shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment as evidenced by the Affidavit of Chad Becker attached as Exhibit "A" to the Defendant's *Offer of Proof*, and the Court being advised that the City's Mayor has authorized a compromise settlement in the sum of Twenty Thousand Dollars and 00/100 (\$20,000.00) and the Court being satisfied that Plaintiffs fully understand the nature of this action with regard to its

finality which precludes additional or further compensation for damages arising from the occurrence of the event identified in Plaintiffs' Petition and, upon being further advised by Plaintiffs that it is their desire to settle the entirety of all claims and causes of action relating to the events identified in their Petition, including costs and fees, upon payment in the sum of Twenty Thousand Dollars and 00/100 (\$20,000.00), the Court finds:

1. That the Court has jurisdiction over the subject matter of this lawsuit and the parties hereto;
2. That Plaintiffs for themselves and in their representative capacity are fully aware of their rights in this matter and it is Plaintiffs' desire to compromise their right to trial by jury;
3. That Plaintiffs desire to accept as full, final and complete settlement the sum of Twenty Thousand Dollars and 00/100 (\$20,000.00), for any and all damages, losses, fees and expenses sustained as a result of the events identified in Plaintiffs' Petition;
4. That this settlement is not an admission that the City of Tulsa, or its employees were negligent, but is only a recognition of the uncertainty of trial;
5. The Plaintiffs have agreed to dismiss with prejudice or forgo any and all claims against the City of Tulsa and its employees individually;
6. That by agreement of the parties, Defendant's payment to them will stand as full compensation to Plaintiffs in their personal and representative capacity and preclude any further or separate action by Plaintiffs or those they represent against City of Tulsa, a municipal corporation, or any of its employees, arising from or relating to the events described in Plaintiffs' Petition;
7. That the City has agreed to settle Plaintiffs' lawsuit in the sum of Twenty Thousand Dollars and 00/100 (\$20,000.00);

8. That the City shall pay the Plaintiffs from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment; and

9. That all parties request this court to approve and finalize their mutual settlement;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Plaintiffs for themselves and in their representative capacity have and will recover from the Defendant City of Tulsa, Oklahoma, damages in the total sum of Twenty Thousand Dollars and 00/100 (\$20,000.00), as full, final and complete compensation for any and all damages, losses, fees, and expenses incurred or sustained incident to the events described in Plaintiffs' Petition and that said damages shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment; and

IT IS FURTHER ORDERED BY THE COURT that Plaintiffs' claim against Defendant City of Tulsa is dismissed with prejudice. FURTHER IT IS ORDERED and that payment to Plaintiffs by Defendant City of Tulsa will preclude any further or separate action by Plaintiffs against Defendant City of Tulsa or any employee of Defendant City of Tulsa arising from or pertaining to the events described in Plaintiffs' Petition.

IT IS FURTHER ORDERED BY THE COURT that signatures of the parties and the attorneys for the City are waived for the filing of this Journal Entry of Judgment.

PATRICK PICKERILL  
\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT

**CERTIFICATE OF MAILING**

I, T. Michelle McGrew, hereby certify that on this 29<sup>th</sup> day of November, 2018, I caused to be mailed a true, exact and complete copy of the above and foregoing document to:

Ruth and Raymond Jones  
13817 E. 27<sup>th</sup> Pl.  
Tulsa, OK 74134

Ruth and Raymond Jones  
7869 South Memorial, Apt. # 1103  
Tulsa, OK 74133

T. Michelle McGrew  
T. Michelle McGrew

I, Don Newberry, Court Clerk, for Tulsa County, Oklahoma,  
hereby certify that the foregoing is a true, correct and full  
copy of the instrument herein set out as appears on record  
in the Court Clerk's Office of Tulsa County, Oklahoma, this

NOV 30 2018

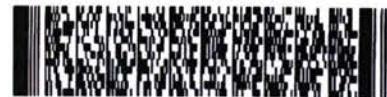
By   
Deputy

LEGAL

# Legal Records

Version 1.8 released on 1/17/18

For torts, lawsuits, settlements, and other legal actions.  
 Use other more specified RFAs for other record types  
 including Contracts, MOUs, Election Actions, Worker's  
 Compensation Orders and Miscellaneous

**CITY COUNCIL USE ONLY**

Date Received: \_\_\_\_\_  
 Committee Date: \_\_\_\_\_  
 1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
 Committee: \_\_\_\_\_  
 Hearing Date: \_\_\_\_\_  
 2<sup>nd</sup> Agenda Date: \_\_\_\_\_

**CITY CLERK USE ONLY**

Date: \_\_\_\_\_  
 Item #: \_\_\_\_\_

***All department items requiring Council approval must be submitted through the Mayor's Office.***

## Primary Details

|  |   |   |
|--|---|---|
| Legal Action Type<br>Lawsuit: Settlement | Court Order Date                          | Council Approval<br><input type="radio"/> Yes <input checked="" type="radio"/> No |
| Department<br>Legal                      | Contact Name<br>T. Michelle McGrew        | Email<br>tmcgrew@cityoftulsa.org  |
| Incident Date<br>12/26/15                | Legal Case No.<br>CJ-2016-1850            | Amount  |
| Name<br>Ruth and Raymond Jones           | Originating Department<br>Water and Sewer | Date Filed City Clerk<br>6/21/16  |

## Summary

## Describe pertinent details and background information

Plaintiffs' alleged a sewage backup in their home in December 2015. After an investigation the claim was denied. Plaintiffs essentially abandoned their home and spent nearly three years in hotels and apartments. They filed suit seeking property damages in excess of \$75,000.00 as well as over \$16,000.00 for new clothing and thousands of dollars in restaurant and grocery bills. Prior to the Pretrial Conference, Plaintiffs' attorney made a demand of \$35,000.00 to settle the case. The Legal Department negotiated a settlement of \$20,000.00. Request Mayor approve settlement of this matter in the amount of \$20,000.00.

Checks to be issued

TOTAL:

## Budget

Funding Source(s)



TOTAL:

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## INTER-OFFICE CORRESPONDENCE

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**To:** Mayor G.T. Bynum  
**From:** T. Michelle McGrew, Senior Assistant City Attorney  
**Date:** May 15, 2018  
**Subject:** Jones v. City of Tulsa, CJ-2016-01850

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Plaintiffs Ruth and Raymond Jones timely filed separate Tort Claims alleging that a sewage backup on December 26, 2014, caused \$64,421.59 in property damage to their home, including restoration costs and living expenses. After an investigation by City Legal and the Sewer Operations Maintenance Department, the claims were denied.

On December 21, 2016, Theodore Bennet, an attorney from New York and David Warta, from Smolen, Smolen & Roytman, as local counsel, filed an Amended Petition in Tulsa County District Court on behalf of the Jones', seeking in excess of \$75,000.00. During Ruth Jones' deposition, she admitted that she and her husband failed to have any remediation work performed and that they essentially abandoned their home after the sewage back up, saving little more than their guns and a bible.

Plaintiffs claimed their "entire house and everything in it was destroyed". Plaintiffs also claimed damages of: over \$16,000.00 for new clothing; thousands of dollars in restaurant and grocery bills from December 26, 2014 through January of 2018; and nearly three years of hotel bills and apartment rentals.

After receiving your approval, the Legal Department served Plaintiffs with an Offer to Allow Judgment to be Taken, Pursuant to 12 O.S. Section 1101 in the amount of \$25,000.00. The Plaintiffs refused the offer. Just before the Pretrial Conference, Plaintiffs' counsel demanded \$35,000.00 to settle the case. The Legal Department was able to negotiate a settlement in the amount of \$20,000.00. The Legal Department recommends that you approve the settlement.

Respectfully,

T. Michelle McGrew  
Senior Assistant City Attorney