

Resolution

Version 2.7 released on 7/1/25
Use for all types of Resolutions



CITY COUNCIL USE ONLY		Tracking #: _____		CITY CLERK USE ONLY	
Date Received: _____	Committee: _____	<input type="checkbox"/> Scanned	Date: <u>03.11.2026</u>		
Committee Date: _____	Hearing Date: _____	<input type="checkbox"/> Posted	Item #: <u>2603.00615</u>		
1 st Agenda Date: _____	2 nd Agenda Date: _____				

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

Primary Details

Board Approval		Other Board Name	City Council Approval
_____		_____	<input checked="" type="radio"/> Yes <input type="radio"/> No
Department	Contact Name	Email	Phone
Legal	T. Michelle McGrew (tmb)	mmcgreg@cityoftulsa.org	9185967717
Resolution Type		Owner-Grantor	
Authorizing Sinking Fund Credit or Payment		Karena Hobgood	
Amount	Case Number	TMAPC Number	Council District
\$150,000.00	CJ-2025-1532	_____	_____
Description (Subject)		Bid/Project Number	
Payment of Lawsuit		_____	
Section	Township	Range	Addition
_____	_____	_____	_____
Lot	Block	Address	
_____	_____	_____	

Budget

Funding Source(s)

TOTAL:

Approvals

Department:	_____	Date:	<u>3.9.26</u>
Legal:	_____	Date:	<u>3/9/2026</u>
Board:	_____	Date:	<u>MAR 11 2026</u>
Mayor:	_____	Date:	_____
Other:	_____	Date:	_____

Policy Statement

Background Information
On February 18, 2026 the Mayor approved settlement in this matter in the amount of \$150,000.00. The Journal Entry was signed by the Judge and filed with the Court on March 2, 2026. (See attached JE)

Summation of the Requested Action
Request Council execute the attached Resolution. Request the Mayor approve payment in this matter and direct Finance to issue a check in the amount of \$150,000.00 payable to Karena Hobgood, Plaintiff; Griffin, Reynolds & Associates, attorneys at law; Heritage Medical Clinic, OMSS, The Orthopedic Center, Bergman Chiropractic and Perini Eyecare, lien holders and return to City Legal for further processing.

Emergency Clause?	Reason for Emergency Clause
<input type="radio"/> Yes	_____
<input type="radio"/> No	_____

Processing Information for City Clerk's Office

Post Execution Processing

- Mail vendor copy (addtl signature copies attached)
- Must be filed with other governmental entity
- Addtl governmental entity approval(s) required

Additional Routing and Processing Details

Please return the executed RFA & Resolution to City Legal for further processing



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

KARENA HOBGOOD,)
)
Plaintiff,)
)
vs.)
)
)
CITY OF TULSA,)
)
Defendant.)

Case No. CJ-2025-1532
Judge Priddy

DISTRICT COURT
FILED

MAR 02 2026

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

JOURNAL ENTRY OF JUDGMENT UPON AGREED SETTLEMENT

NOW ON this 2 day of March 2026, this matter comes before the undersigned Judge. Plaintiff Karena Hobgood appears by and through her attorney of record, Jason Reynolds, and 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 Plaintiff's Petition, having reviewed the Defendant's *Offer of Proof* filed herein on the 26 day of February 2026 evidencing that the statutory requirements pursuant to 62 O.S. § 362 have been met and that the judgment proceeds being paid by Defendant City of Tulsa to the Plaintiff herein shall be paid from the City of Tulsa's Sinking Fund 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 One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) and the Court being satisfied that Plaintiff fully understands 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 Plaintiff's Petition and, upon being further advised by Plaintiff that it is her desire to settle the entirety of all claims and causes of action relating to the events identified in her Petition, including costs and fees, upon payment in the sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00), the Court finds:

1. That the Court has jurisdiction over the subject matter of this lawsuit and the parties hereto;

2. That Plaintiff is fully aware of her rights in this matter and it is Plaintiff's desire to compromise her right to trial by jury;

3. That Plaintiff desires to accept as full, final and complete settlement from the City of Tulsa the sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00), for any and all damages, losses, fees and expenses sustained as a result of the events identified in Plaintiff's 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. That Plaintiff has 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 Plaintiff will stand as full compensation from the City to Plaintiff and precludes any further or separate action by Plaintiff or those he represents against City of Tulsa, a municipal corporation, or any of its employees, arising from or relating to the events described in Plaintiff's Petition;


7. That the City has agreed to settle Plaintiff's lawsuit in the sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00);

8. That the City shall pay Plaintiff from the City of Tulsa's Sinking Fund 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 Plaintiff has and will recover from Defendant City of Tulsa, Oklahoma, damages in the total sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00), as full, final and complete compensation for any and all damages, losses, fees, and expenses incurred or sustained incident to the events described in Plaintiff's Petition and that said damages shall be paid from the City of Tulsa's Sinking Fund which has sufficient funds available to pay said judgment; and

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


JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM AND CONTENT:


Jason B. Reynolds, OBA #18132
Griffin, Reynolds & Associates
210 Southeast 89th Street
Oklahoma City, OK 73149



T. Michelle McGrew, OBA #20279
Senior Assistant City Attorney
City of Tulsa
175 East Second Street, Suite 685
Tulsa, OK 74103
(918) 596-7717
Attorney for City of Tulsa

(Published in the Tulsa Daily Commerce
& Legal News,
_____, 2026.)

RESOLUTION

A RESOLUTION AUTHORIZING PAYMENT IN FULL OF A JUDGMENT SETTLEMENT, FROM SURPLUS MONIES IN THE SINKING FUND; AND DECLARING AN EMERGENCY.

WHEREAS, on the 2nd day of March, 2026, in Case No. CJ-2025-1532 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 Karena Hobgood, Plaintiff, and the City of Tulsa, Defendant, in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), 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 City's 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 City of Tulsa's Sinking Fund:

To the order of KARENA HOBGOOD, Plaintiff, and GRIFFIN, REYNOLDS & ASSOCIATES, Attorneys at Law, HERITAGE MEDICAL CLINIC, OMSS, THE ORTHOPEDIC CENTER, BERGMAN CHIROPRACTIC, and PERINI EYECARE, lien holders the sum of One Hundred Fifty Thousand Dollars (\$150,000.00); 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)

Chairman of the Council

OFFICE OF THE MAYOR

Received by the Mayor: _____, at _____
Date Time

Monroe Nichols, IV, Mayor

By _____
Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma: _____,
Date

Time

Mayor

(Seal)
ATTEST:

City Clerk

APPROVED:

City Attorney



LEGAL

Date: February 11, 2026
To: Mayor Nichols
From: T. Michelle McGrew, Sr. Assistant City Attorney
Subject: Hobgood v. City - Settlement

Mayor Nichols:

As you may recall, the City admitted liability for this motor vehicle accident negligence case. On January 9, 2024, a City employee, driving a City truck lost control on an icy bridge and struck Plaintiff Karena Hobgood's vehicle head on, totaling it. Ms. Hobgood, age 36, was taken by EMSA to St. Francis Emergency Room where she was diagnosed with a collapsed left lung, requiring several surgeries and a ten day hospitalization. She also suffered neck, back, and shoulder injuries. She incurred substantial medical bills.

Attorney Jason Reynolds timely filed a Notice of Tort Claim with the City. On April 4, 2025, he filed a Petition for negligence against the City on behalf of Ms. Hobgood. The City timely answered and admitted liability for the accident.

After settlement negotiations, with our authority and prior approval, the parties agreed to resolve this matter for \$150,000.00, inclusive of all costs and attorney fees. If you have any questions or would like to discuss this matter in greater detail, please do not hesitate to contact me.

Thank you.

T. Michelle McGrew
Senior Assistant City Attorney

TULSA, OK 74103

TUL * USA