

Resolution

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



CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

Scanned Date: 04.29.2026
 Posted Item #: 2604.01088

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

Board Approval

Other Board Name

City Council Approval

Yes No

Department: Legal Contact Name: Nicholas C. Williams (crw)

Email: nicholaswilliams@cityoftulsa.org

Phone: 9185967717

Resolution Type: Authorizing Sinking Fund Credit or Payment

Owner-Grantor: Marla Stewart

Amount: \$30,000.00 Case Number: CJ-2025-456

TMAPC Number: _____ Council District: _____

Description (Subject): Payment of Lawsuit

Bid/Project Number: _____

Section: _____ Township: _____

Range: _____ Addition: _____

Lot: _____ Block: _____

Address: _____

Funding Source(s)

Department: _____
Legal: US Wall Bonini
Board: _____
Mayor: _____
Other: _____
Krystal S. Reyes
Mayor Pro Tem

TOTAL:

Date: 4.27.26
Date: 4/27/26
Date: _____
Date: APR 29 2026
Date: _____

Background Information

On April 1, 2026 Mayor approved settlement in this matter in the amount of \$30,000.00. The Journal Entry of Judgment was signed by the judge and filed by the Court on April 22, 2026. (See attached Journal Entry)

Summation of the Requested Action

Request Council execute attached Resolution. Request Mayor approve payment of this lawsuit and direct finance to issue a check in the amount of \$30,000.00 made payable to Marla Stewart, plaintiff and Greg Denney Law, PLLC, attorneys at law and return to City Legal for further processing.

Emergency Clause?

Yes
 No

Reason for Emergency Clause

Please return executed Resolution and RFA to legal for further processing.

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

(Published in the Tulsa World,
_____, 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 22 day of April, 2026, in Case No. CJ-2025-456, filed in the District Court of Tulsa County, State of Oklahoma, judgment was entered based on a settlement agreed to by and between Marla Stewart, Plaintiff, and the City of Tulsa, Defendant, in the sum of Thirty Thousand Dollars and 00/100 (\$30,000.00), 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 MARLA STEWART, Plaintiff, and GREG DENNEY LAW, PLLC, Attorneys at Law, the sum of Thirty Thousand Dollars (\$30,000.00); the same representing the full amount of the judgment, interest, costs and attorney fees, now due and owing to the Plaintiffs 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)

Chair 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: March 26, 2026
To: Mayor Monroe Nichols
From: Nicholas Williams, Assistant City Attorney
Subject: Request for Settlement Authority- Marla Stewart v. City of Tulsa, CJ-2025-456

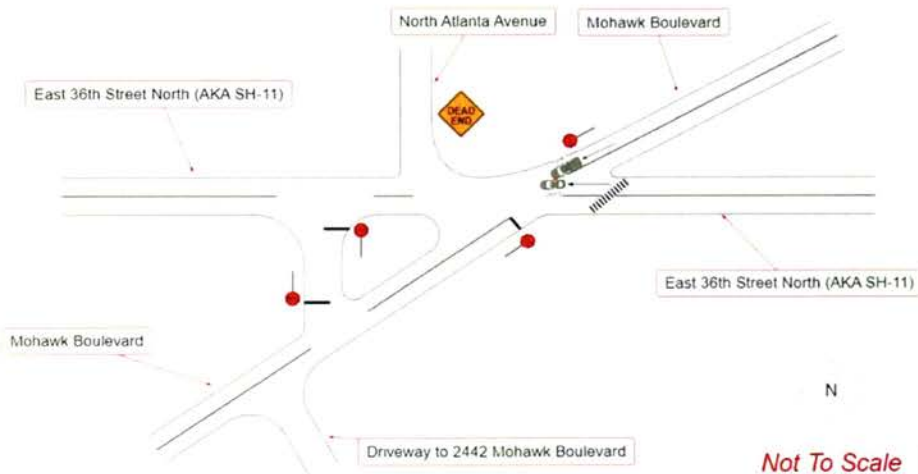
Dear Mr. Mayor:

I write to request your approval in the amount of \$30,000 for full settlement of the above-captioned litigation. On March 13, 2026, I requested—and was approved—for settlement authority up to \$30,000. After a settlement conference and negotiation between the parties, Plaintiff has agreed to that amount, which is now presented to you for your approval.

Facts of the Case

This is an auto accident case involving a City employee driving a City vehicle. The accident occurred on September 19, 2024, at approximately 12:06 p.m., at the intersection of East 36th Street North and Mohawk Boulevard in Tulsa, Oklahoma. At the time of the collision, a City employee of the Refuse and Recycling Division of the City’s Public Works Department was driving a City vehicle southwest bound on Mohawk Boulevard. The employee was required to stop at a stop sign at the intersection with East 36th Street North. Plaintiff Marla Stewart was traveling westbound on East 36th Street North, which is not controlled by a stop sign at that intersection.

According to the City employee, she stopped at the stop sign, looked left, right, and then left again, and believed the intersection to be clear before proceeding. As she crossed 36th Street North, her vehicle collided with Plaintiff’s vehicle. The investigating officer concluded that the City employee was at fault for the collision. The officer noted that the sharp and atypical nature of the intersection may have contributed to visibility issues (a diagram of the intersection is included below). However, in the collision report, the officer mentioned the City employee was in violation of City Ordinance § 37-613 (unsafe starting, stopping, or turning). The City employee was issued a verbal warning. There is no allegation that Plaintiff contributed to the accident, and comparative fault does not appear to be a viable defense based on the current record.



Not To Scale

REC'D - GEN

TUL * USA



LEGAL

Plaintiff's Claims and Damages

Plaintiff has asserted a negligence claim against the City under the Oklahoma Governmental Tort Claims Act based on respondeat superior liability for the acts of its employee. Plaintiff claims the following damages: Medical expenses (\$9,392.00); Vehicle/property damage (\$8,631.32); as well as pain and suffering. Plaintiff is also claiming lost wages. However, as of the date of this memo, her attorney has produced no supporting documentation for that claim, despite multiple written requests from our office. In sum, Plaintiff's documented special damages total approximately \$18,023.32.

Liability and Litigation Risk Assessment

City liability appears to be clear in this case. The investigating officer found the City employee at fault, Plaintiff had the right of way, and the City vehicle entered a controlled intersection against oncoming traffic. While the intersection geometry may explain how the collision occurred, it does not meaningfully reduce exposure on liability.

Damages, however, are relatively modest. Plaintiff's medical bills and property damage are documented and reasonable. And at the moment, Plaintiff's lack of wage documentation limits her ability to recover lost earnings.

That said, proceeding to trial presents unnecessary risk, including: (1) potential jury sympathy in a clear-fault auto case; (2) exposure to general damages (pain and suffering) exceeding special damages; and (3) litigation costs that may expose the City to further liability. Notably, given that property damages are alleged, Plaintiff's counsel would certainly seek to recover attorney's fees under 12 O.S. § 940—which will significantly increase should the case proceed further.

Recommendation

Given the details above, I recommend your approval of settling this matter in full—including attorney's fees—for \$30,000. This amount reflects a responsible balance between acknowledging fault, compensating Plaintiff for legitimate damages, and protecting the City from unnecessary litigation expense and exposure. If you have any questions or would like additional detail, I am happy to discuss.

Respectfully,

A handwritten signature in black ink, appearing to read "N. Williams", written over a horizontal line.

Nicholas Williams
Assistant City Attorney

APR 22 2026

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

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

MARLA STEWART,)	
an individual,)	
)	
Plaintiff,)	Case No. CJ-2025-456
)	
vs.)	Judge Rebecca Nightingale
)	
CITY OF TULSA,)	
)	
Defendant.)	

JOURNAL ENTRY OF JUDGMENT UPON AGREED SETTLEMENT

NOW ON this 21 day of April 2026, this matter comes before the undersigned Judge. Plaintiff Marla Stewart appears by and through her attorneys of record, Gregory J. Denney and Amanda L. Wertman, and Defendant City of Tulsa, appears by and through its attorney of record, Nicholas C. Williams, 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 20th day of April 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 Thirty Thousand Dollars and 00/100 (\$30,000.00) and the Court being

satisfied that the 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 Thirty Thousand Dollars and 00/100 (\$30,000.00), 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 Thirty Thousand Dollars and 00/100 (\$30,000.00), 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 she 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 Thirty Thousand

Dollars and 00/100 (\$30,000.00);

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 Thirty Thousand Dollars and 00/100 (\$30,000.00), 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.

REBECCA NIGHTINGALE

JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM AND CONTENT:



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Amanda L. Wertman, OBA No. 31086
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