

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A SETTLEMENT AGREEMENT AND RELEASE IMPLEMENTING THE TERMS OF THE SETTLEMENT IN LITIGATION STYLED “*STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY AS SUBROGEE OF FLOW ELECTRIC, LLC V. CITY OF DENTON*” CAUSE NO. 26-4524-367 PENDING IN THE 367TH JUDICIAL DISTRICT COURT, DENTON COUNTY, TEXAS; AND DIRECTING THE CITY MANAGER OR DESIGNEE AND THE CITY’S ATTORNEYS TO EFFECTUATE AS NECESSARY AND APPROPRIATE THE TERMS OF A SETTLEMENT AGREEMENT AND RELEASE TO EFFECTUATE THIS APPROVAL; AND DECLARING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby ratifies and approves the proposed settlement of litigation styled “*State Farm Mutual Automobile Insurance Company as Subrogee of Flow Electric, LLC v. City of Denton*” Cause No. 26-4524-367 pending in the 367th Judicial District Court, Denton County, Texas, under terms set forth in the attached Settlement Agreement and Release.

SECTION 2. The City Manager or designee and the City’s Attorneys are hereby authorized to act on the City’s behalf in approving and executing any and all documents necessary or appropriate to effectuate the terms of the settlement, and to take other actions necessary to finalize the settlement.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Devin Q. Alexander

EXHIBIT "A"

Settlement Agreement and Release

CAUSE NO. 26-4524-367

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY AS SUBROGEE
OF FLOW ELECTRIC, LLC

Plaintiff,

v.

CITY OF DENTON,

Defendant.

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IN THE DISTRICT COURT

367TH JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS:

1. That I, Blake Landon, whose title is Attorney and Authorized Representative of State Farm Mutual Automobile Insurance Company, the undersigned authorized representative of State Farm Mutual Automobile Insurance Company as Subrogee of Flow Electric, LLC for and in consideration of the sum of SEVEN THOUSAND DOLLARS (\$7,000.00) cash paid to Carpenter & Schumacher, P.C. as attorneys for State Farm (hereinafter "State Farm") by the City of Denton, the receipt of which is hereby acknowledged, do by these presents acknowledge full and complete settlement of State Farm's subrogation claim against the City of Denton, which includes Flow Electric, LLC's property damage deductible and out-of-pocket expenses reimbursed by State Farm, and hereby releases and forever discharges Jennifer Allen and the City of Denton, from any and all damages sustained by State Farm resulting from the automobile accident between Brandon McFarling and Jennifer Allen, an employee of

the City of Denton, on or about 7/13/2025, at or near Denton, Texas, which allegations are set out more fully in Plaintiff's Original Petition in this matter filed in the 367th Judicial District Court of Denton County, Texas.

2. It is the intention of the undersigned to acknowledge the satisfaction in full of all damages of any nature whatsoever which have occurred to State Farm as a result of the above described accident, whether fully developed at this time or not. It is understood that the considerations stated cover the contingency of a greater or lesser damage to State Farm, whether known or unknown at this time, fully developed or otherwise.
3. As further consideration for payment of said sum, State Farm hereby agrees to protect, indemnify, and hold harmless the City of Denton, and its officers or employees from any claim for damages, and to reimburse or to make good any loss, damage, or cost (including attorney's fees) that the City of Denton may have to pay if any further litigation arises from any property damage claims made by or through State Farm Mutual Automobile Insurance Company, including Flow Electric, LLC's property damage deductible, resulting from the accident described in Paragraph 1 above.
4. State Farm warrants and represents that it is the sole owner of the claims and causes of action asserted and such claims have not been further assigned, sold, pledged, or otherwise encumbered in any way.
5. It is further understood that this settlement is a compromise of a disputed claim, and that payment is not to be construed as an admission of liability on the part of the City of Denton, and its officers, agents, or employees by whom liability is expressly denied.
6. For the aforesaid consideration, State Farm further agrees to dismiss with prejudice Cause No. 26-4524-367, pending in the 367th Judicial District Court of Denton County,

Texas, styled “*State Farm Mutual Automobile Insurance Company as Subrogee of Flow Electric, LLC v. City of Denton.*” All claims State Farm as Subrogee of Flow Electric, LLC has in such suit being hereby released by the undersigned as authorized representative of State Farm.

7. It is understood and agreed that this Release contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Release exists. This Release cannot be changes or terminated orally.
8. In making this agreement of compromise and settlement, State Farm has not relied upon any statement or representation pertaining to this matter made by the persons, firms, organizations or corporations who are hereby released, or by any person or persons representing them.
9. It is understood and agreed that this Release shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.
10. It is understood and agreed that this Release shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas.
11. It is understood and agreed that this Release may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
12. The undersigned, as authorized representative of State Farm as Subrogee of Flow Electric, LLC, further states that in entering into this Settlement Agreement and Release, State Farm has relied upon the legal advice of its attorney, who is the attorney of its own choice, and that the terms of this Settlement Agreement have been

completely read and explained to the undersigned by State Farm's attorney and that the terms are fully understood and voluntarily accepted by the undersigned, as authorized representative of State Farm.

PLAINTIFF SIGNATURE:

ATTORNEY AND AUTHORIZED
REPRESENTATIVE OF
STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY A/S/O
FLOW ELECTRIC, LLC

Date of Signature: _____

UNSWORN DECLARATION

My name is Blake Landon, my date of birth is January 9, 1991, and my office address is 2500 Dallas Parkway, Suite 495, Plano, Texas 75093. I declare under the penalty of perjury that the foregoing is true and correct.

Executed in Collin County, Texas on May __, 2026.

BLAKE LANDON

APPROVED AS TO LEGAL FORM

BLAKE LANDON

CITY OF DENTON, TEXAS
SIGNATURE:

Date of Signature: _____

CASSEY OGDEN, INTERIM CITY MANAGER
On behalf of the City of Denton, Texas
Per delegated authority

BEFORE ME, the undersigned authority, on this day personally appeared Cassey Ogden, known to me to be the person whose name is subscribed to the foregoing instrument, who is personally known to me or by providing _____ as qualifying identification.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

Notary Public – State of Texas

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY: Devin Q. Alexander
Devin Q. Alexander