

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT AND RELEASE IMPLEMENTING THE TERMS OF THE SETTLEMENT IN LITIGATION STYLED “ALEJANDRO TURCO vs. KYLE BISHOP AND THE CITY OF DENTON;” CAUSE NO. 26-0500-442, PENDING IN THE 442<sup>ND</sup> 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 “Alejandro Turco vs. Kyle Bishop and The City of Denton;” Cause No. 26-0500-442, pending in the 442<sup>nd</sup> 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 [\_\_\_ - \_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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:  
INGRID REX, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: *Devin Q. Alexander*

**EXHIBIT "A"**

**Settlement Agreement and Release**



considerations stated cover the contingency of a greater or lesser damage to the Plaintiff, whether known or unknown at this time, fully developed or otherwise.

3. The undersigned must deliver settlement payment to the Godsey Law Firm P.C. within 30 days of receipt of the original fully executed Agreement to the Office of the City Attorney, 215 E. McKinney, Denton, Texas 76201. To be considered fully executed, the Agreement must be signed and dated by the City's representative before a notary public, signed and dated by the City's legal counsel, signed and dated by a representative of Godsey Law Firm P.C. and signed and dated by Plaintiff before a notary public.

4. Plaintiff warrants and represents that he 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 and its officers, agents, or employees by whom liability is expressly denied.

6. For the aforesaid consideration, Plaintiff further agrees to dismiss with prejudice Cause No. 24-4150-481, pending in the 442<sup>nd</sup> District Court in Denton County, Texas, styled "*Alejandro Turco vs. Kyle Bishop and the City of Denton*". All claims Plaintiff has in such suit being hereby released by the undersigned as authorized representative of Plaintiff.

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 changed or terminated orally.

8. In making this agreement of compromise and settlement, Plaintiff 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, further states that in entering into this Settlement Agreement and Release, she has relied upon the legal advice of her attorney, who is the attorney of her own choice, and that the terms of this Settlement Agreement have been completely read and explained to the undersigned by her attorney and that the terms are fully understood and voluntarily accepted by the undersigned.

PLAINTIFF SIGNATURE:

Juan, Alejandro  
ALEJANDRO TURCO

Date of Signature: Mar 5, 2026 | 5:00:49 PM CST

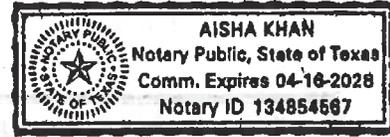
BEFORE ME, the undersigned authority, on this day personally appeared Alejandro Turco, who is known to me to be the person whose name is subscribed to the foregoing instrument, who is personally known by me or by providing ID as qualifying identification.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5 DAY OF March, 2026.

[Signature]  
Notary Public – State of Texas

APPROVED AS TO LEGAL FORM  
CAMRI J. AUSTIN, ATTORNEY FOR PLAINTIFF

BY: [Signature]  
Camri J. Austin



DEFENDANT SIGNATURE:

CITY OF DENTON, TEXAS  
SIGNATURE:

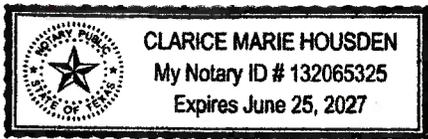
*S. Hensley*

Date of Signature: 3-10-2026

SARA HENSLEY, CITY MANAGER  
On behalf of the City of Denton, Texas  
Per delegated authority

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10<sup>th</sup> DAY OF March, 2026.



*Clarice Housden*  
Notary Public – State of Texas

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

BY: *Devin Q. Alexander*  
Devin Q. Alexander

### Certificate Of Completion

Envelope Id: F29E6ED4-C6CC-46E7-8523-12456116F5D2

Subject: Please Sign and Date Where Indicated

Source Envelope:

Document Pages: 5

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

The Godsey Law Firm

6347 Lupton Drive

Dallas, TX 75225

donotreply@gmlfirm.com

IP Address: 20.165.34.176

### Record Tracking

Status: Original

3/5/2026 11:37:47 AM

Holder: The Godsey Law Firm

donotreply@gmlfirm.com

Location: DocuSign

### Signer Events

Turco, Alejandro

alexurco77lopez@gmail.com

Security Level: Email, Account Authentication (None)

### Signature

Signature Adoption: Pre-selected Style

Using IP Address:

2600:6c56:7d00:1b23:591f:5d60:8f87:19ee

Signed using mobile

### Timestamp

Sent: 3/5/2026 11:40:17 AM

Viewed: 3/5/2026 4:58:00 PM

Signed: 3/5/2026 5:00:49 PM

### Electronic Record and Signature Disclosure:

Accepted: 3/5/2026 4:58:00 PM

ID: 02ac1e6f-2928-4b56-9585-e035bc1382b4

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

3/5/2026 11:40:17 AM

Certified Delivered

Security Checked

3/5/2026 4:58:00 PM

Signing Complete

Security Checked

3/5/2026 5:00:49 PM

Completed

Security Checked

3/5/2026 5:00:49 PM

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Godsey-Martin Law Firm (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Godsey-Martin Law Firm:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

**To advise Godsey-Martin Law Firm of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [redacted] and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Godsey-Martin Law Firm**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [redacted] and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Godsey-Martin Law Firm**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mthompson@gmfirm.com](mailto:mthompson@gmfirm.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Godsey-Martin Law Firm as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Godsey-Martin Law Firm during the course of your relationship with Godsey-Martin Law Firm.