

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

AN ORDINANCE OF THE CITY OF DENTON APPROVING A SETTLEMENT AGREEMENT AND RELEASE IMPLEMENTING THE TERMS OF THE SETTLEMENT IN LITIGATION STYLED “JOSE GARCIA V. CITY OF DENTON” CAUSE NO. CV-2026-00945 PENDING IN THE COUNTY COURT AT LAW NO. 2, 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 “*Jose Garcia v. City of Denton*” Cause No. CV-2026-00945 pending in the County Court at Law No. 2, 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 Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CHRIS WATTS, 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. CV-2026-00945

<b>JOSE GARCIA.</b>	§	<b>IN THE COUNTY COURT AT LAW</b>
	§	
<b>Plaintiff,</b>	§	
	§	
<b>v.</b>	§	<b>COUNTY COURT AT LAW NO.2</b>
	§	
<b>CITY OF DENTON,</b>	§	
	§	
<b>Defendant.</b>	§	<b>DENTON COUNTY, TEXAS</b>

**COMPROMISE SETTLEMENT AGREEMENT AND RELEASE**

STATE OF TEXAS	)	
	)	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON	)	

1. That I, Chasity Martinez, the undersigned authorized representative of Jose Garcia (hereinafter the "Plaintiff") for and in consideration of the sum of FIFTEEN THOUSAND and TWO-HUNDRED DOLLARS AND 00/100 (\$15,200.00) cash paid to Plaintiff AND DFW INJURY LAWYERS, by the City of Denton (hereinafter the "City"), the receipt of which is hereby acknowledged, do by these presents acknowledge the full and complete settlement of Plaintiff's claim(s) against the City, and hereby release and forever discharge the City and its employees including but not limited to Thomas Ishee from any and all damages sustained by Plaintiff resulting from the automobile accident on or about January 28, 2025, at or near Denton, Texas, which allegations are set out more fully in the Plaintiff's Original Petition in this matter filed in the County Court at Law No. 2 in 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 the Plaintiff 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 the Plaintiff, whether known or unknown at this time, fully developed or otherwise.

3. The undersigned must deliver settlement payment to the DFW INJURY LAWYERS 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 DFW INJURY LAWYERS 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. CV-2026-00945, pending in the County Court at Law No. 2 in Denton County, Texas, styled "*Jose Garcia v. 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:

Jose Garcia by counsel Chasity Martinez  
JOSE GARCIA

Date of Signature: 6/19/2024

BEFORE ME, the undersigned authority, on this day personally appeared Chasity Martinez, 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 Drivers License as qualifying identification.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF June, 2026.

[Signature]  
Notary Public - State of Texas

APPROVED AS TO LEGAL FORM  
CHASITY MARTINEZ, ATTORNEY FOR PLAINTIFF

BY: \_\_\_\_\_  
Chasity Martinez



DEFENDANT SIGNATURE:

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 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 \_\_\_\_\_ 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