

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF DENTON AND THEATRE DENTON, INC., PROVIDING FUNDING FOR UTILITY SERVICES FOR A REHEARSAL SPACE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; APPROVING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") and Denton Community Theatre, Inc. now Theatre Denton, Inc., ("DCT"), entered into "Agreement - D C T" which was approved by Ordinance 2015-279, and executed on September 15, 2015, and which expires on September 30, 2020; and

WHEREAS, the City and DCT amended the "Agreement - DCT" in Ordinance 2019-2316, and again in Ordinance number 20-1596; and

WHEREAS, DCT provides art and cultural and public services to the community; and

WHEREAS, the City Council of the City of Denton, has determined it is in the best interests of the City to enter into a new agreement to continue to support the arts in the community and specifically, to provide public funds for rehearsal space to the DCT in consideration of the valuable cultural and public services that will continue to be furnished by the DCT to the City, which constitutes a public purpose; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals in the preamble to this ordinance are found to be true and are hereby incorporated by reference as a part of this ordinance.

SECTION 2. The City Council hereby approves the "Agreement- Denton Community Theatre" attached hereto, and incorporated herewith by reference, between the City of Denton and the Denton Community Theatre (hereafter the "Agreement") and authorizes the City Manager to execute said Agreement.

SECTION 3. The City Council authorizes the expenditure of funds in the manner and amount as specified in the Agreement.

SECTION 4. 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, INTERIM CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THE STATE OF TEXAS  
COUNTY OF DENTON

AGREEMENT-DENTON COMMUNITY THEATRE

The City of Denton, Texas, a Texas municipal corporation (hereafter the "City") and the Denton Community Theatre, a Texas not-for-profit corporation (hereafter the "DCT") do hereby enter into this Agreement-Denton Community Theatre (hereafter the "Agreement-DCT"), and hereby presents:

PREAMBLE

- A. The City and DCT desire to simplify and streamline the handling of payments regarding the DCT's utility bills and the payment provisions for facility and maintenance services for the DCT rehearsal space located at 2201 S. Interstate 35, Denton, TX 76205 ("Rehearsal Facility"), regarding the timing and method of City's payments; and
- B. City staff has received direction from City Council to proceed with proposing this Agreement-DCT to provide DCT with an amount of funding for utilities and facility and maintenance services for the Rehearsal Facility to be utilized by Denton Community Theatre, which DCT has leased from the Golden Triangle Mall; and
- C. The City has proposed to provide a mutually agreed-upon fixed annual funding amount for the leased Rehearsal Facility used by DCT that is leased from the Golden Triangle Mall; and to improve the administration of funds, as well as to reduce City and DCT staff time that is devoted to reconciling the DCT utility and facility and maintenance accounts; and
- D. Attached hereto as Exhibit "B" is a brief history of the community arts facilities in Denton, which is provided for informational purposes only and is specifically not incorporated into Agreement-DCT; and

NOW THEREFORE, the City and DCT for good and valuable consideration, and for the benefit of community cultural and theatrical activities in the City of Denton, Texas; the City and DCT do hereby AGREE to the following covenants, provisions and terms, that establish this Agreement-DCT, to wit:

1. The recitals set forth in the Preamble above are true and correct and are hereby incorporated into this Agreement-DCT and made a part hereof for all purposes as if fully set forth herein.
2. This Agreement-DCT is the entire agreement between the City and DCT related to funds provided for payment toward the Rehearsal Facility and shall supersede and replace all provisions of prior or simultaneous agreements regarding funds provided for or payment by the City of Denton for DCT Rehearsal Facility utilities and maintenance.

3. The term of this Agreement-DCT shall commence on October 1, 2025 and the termination date of this Agreement-DCT is agreed to be September 30, 2026, unless earlier terminated as provided for herein.

4. City and DCT agree and understand that if the City is unable or not willing to appropriate funds for subsequent fiscal years, in order to continue the funding provided for, this Agreement shall automatically terminate no later than September 30, 2026 unless otherwise agreed by the Parties, and the City shall have no obligation under this Agreement.

5. The DCT agrees to deliver to the City Director of Finance, DCT's Financial Statements and its Independent Auditor's Report for each Fiscal Year during the pendency of this Agreement-DCT, promptly when received from its Auditor, at the close of the DCT Fiscal Year.

6. The annual funding amount for DCT's cost for City utilities, as detailed in Exhibit A attached hereto and incorporated herein for all purposes, will be paid to DCT on or before October 31, 2025. DCT is solely responsible to timely and directly pay for its utilities for the Rehearsal Facility, and shall make payment directly to the providers of the utilities or to their Landlord, as applicable. DCT may manage whether or not it desires separate meters for utility services. The City has no obligation to pay any utility provider or Rehearsal Facility owner for DCT's utilities.

7. The City and DCT agree that the additional sum of \$3,000 is an appropriate amount to be spent annually on DCT's facility services for its rehearsal space at the Golden Triangle Mall. This \$3,000 amount is in addition to the annual amount set forth in Section 6 herein. The \$3,000 for facility and maintenance services will be paid to DCT in October of the Fiscal Year, beginning in October 2025. DCT shall be liable for paying all of its facility and maintenance services for the Fiscal Year. The City has no further obligation for any facility or maintenance services.

8. There are no requirements set for maximum annual usage (i.e. kilowatt hours, gallons of water, etc.) regarding this Agreement-DCT. There are no other utility services covered by this Agreement-DCT other than for drainage, electric, gas, solid waste, water, and wastewater utilities. The City has no obligation for DCT utilities or their use other than payment of the amount expressly provided for in Exhibit A directly to DCT.

9. The City may require prorated reimbursement of the funding amounts provided for in Paragraph numbers 6 and 7 above from the date DCT sells, assigns or otherwise releases or disposes of the Rehearsal Facility to another entity, or sub-leases the Rehearsal Facility to another entity, or from the date the Rehearsal Facility is no longer used for the cultural and theatrical purposes that benefit the residents of the City of Denton, Texas.

10. DCT is strongly encouraged to implement energy savings plans, and may fully utilize Denton Municipal Utilities community programs and services, such as the Green-Sense Program, Energy Audits, and other resources in order to economize and more efficiently regulate its utility use.

11. The City may enter the DCT rehearsal facilities at any time that City staff provides advance notice to the designated representative of DCT for the purposes of ensuring compliance with the obligations of DCT provided for herein.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF DENTON**

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

ATTEST:  
INGRID REX, INTERIM CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational obligations and business terms.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**THEATRE DENTON, INC.**  
A Texas Not-For-Profit Corporation

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

TITLE: \_\_\_\_\_

## EXHIBIT A

### Annual Funding Amounts

#### Theatre Denton (DCT) Rehearsal Space Annual Funding Amounts

Fiscal Year	City Provided Utilities	Facility Maintenance Services
2026	\$8,100	\$3,000