



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78620**

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**Submitted By:** Michelle Fischer, City Administrator

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**Council Meeting Date:** December 21, 2021

**Agenda Item Wording:** **Approval of a Commercial Lease Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for property located at 511 Mercer Street, Dripping Springs, Texas, and commonly known as Dear Hall.**

**Agenda Item Requestor:** Bonnie Humphrey, DS Visitors Bureau Representative

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**Summary/Background:** The DS Visitors Bureau Lease for Dear Hall expires in February 2022. The DS Chamber of Commerce also uses the building. The parties wish to have separate leases and jointly use the premises.

The lease commences February 1, 2022, and expires January 31, 2027. The parties shall meet annually to discuss the lease. The Visitors Bureau may request to renew the lease and the City has the sole option to renew the lease or grant a month to month lease.

The Visitors Bureau will pay the City \$10.00 annually for rent.

The premises shall be used for operating and maintaining an office for the Visitors Bureau.

The Visitors Bureau must obtain written consent from the City for any improvements or construction activities involving roofing, flooring, or structural aspects of the building. Remodeling shall be at the Visitors Bureau's expense. All improvement shall remain at the lease termination and become the City's property.

The City must approve any signage.

The Visitors Bureau will pay for electricity service and arrange and pay for its telephone and internet services.

The Visitors Bureau will maintain the premises in a condition comparable to its current condition, perform all necessary repairs, and keep the premises clean and free of trash.

The Visitors Bureau will maintain general liability insurance for the premises with the City as additional named insured.

The Visitors Bureau may use the dumpster provided by the City.

The Visitors Bureau may not sublet any portion of the premises without City written consent.

Provisions for default by the Visitors Bureau and the City are in the lease.

The lease may be terminated if the City sales or transfers the premises with a minimum of sixty day notice. The City may also terminate the lease with sixty day notice if the City requires the space for its staff.

See the lease for all provisions.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

Approve the lease

**Attachments:**

Draft Lease

**Next Steps/Schedule:**

Notify DS Visitors Bureau of City Council action.