



**CITY OF BETHLEHEM**  
OFFICE OF THE CITY SOLICITOR

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**INTEROFFICE MEMORANDUM**

To: Louise M. Kelchner, City Clerk  
From: William P. Leeson, Esq., City Solicitor  
Re: Amendment No. 1 to Use Permit Agreement for Public Property  
Permittee Name: Lehigh Little League  
Date: March 28, 2019

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Attached is a proposed Resolution and associated Amendment No. 1 to Use Permit Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

  
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William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor  
Jane P. Persa, Director of Recreation  
Keith Ashner, Lehigh Little League



AMENDMENT NO. 1 TO  
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY  
BY AND BETWEEN  
CITY OF BETHLEHEM  
AND  
LEHIGH LITTLE LEAGUE

AMENDMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF BETHLEHEM, Pennsylvania, hereinafter referred to as the "City" and LEHIGH LITTLE LEAGUE, hereinafter referred to as "Permittee".

WHEREAS, the parties entered into a Use Permit Agreement dated October 7, 2008, pursuant to which the City granted a Use Permit to the Permittee for the premises described as Monocacy Park, for the purposes described as Lehigh Little League's Sanctioned Little League Baseball, and for the duration described as January 1, 2008 through December 31, 2008 with automatic renewal on an annual basis unless terminated by the parties; and

WHEREAS, Permittee regularly operates a concession stand in connection with its sanctioned little league baseball activities; and

WHEREAS, Permittee desires to hire a food truck for the purpose of operating its concessions and requests permission from the City to locate and operate a food truck consistent with the terms and conditions of this amendment; and

WHEREAS, the parties agree to amend the Use Permit Agreement on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. City hereby grants permission for a food truck to operate at Monocacy Park for the sole purpose of providing concession services on behalf of Lehigh Little League, subject to the following:
  - (a) The food truck concessionaire must obtain all necessary City licenses and permits (food, health, fire, etc.) that may be required. This amendment shall not constitute a substitute or compliance with the food truck owner/operator's independent responsibility to obtain required inspections, licenses and permits.
  - (b) The food truck concessionaire can only operate for baseball games and practices that are scheduled and conducted by the Permittee, Lehigh Little League, at their home field complex.

- (c) The food truck concessionaire must purchase and maintain general liability and motor vehicle liability insurance in the minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the “City of Bethlehem and its officers and employees” as additional insureds, and provide a Certificate of Insurance to the Bureau of Law of the City of Bethlehem evidencing the required coverages.
- (d) In compliance with the Financial Statement requirement of the Use Permit Agreement, all revenue received by the Permittee from the food truck concessionaire must be reflected in Permittee’s financial statement.
- (e) The food truck concessionaire must park the truck on madacam surface at the Monocacy Park and the City Director of Recreation reserves the authority to determine where the food truck may be parked and operated. Parking the food truck on the grass is strictly prohibited.
- (f) Permittee and the food truck concessionaire must stipulate and confirm with the Director of Recreation whether or not they plan to use water and electricity from the current concession stand facility at Monocacy Park.
- (g) The food truck owner/operator may not place or operate equipment, advertising or other amenities or articles on the permitted site other than the truck without the express permission of the Director of Recreation, who may refuse such permission.

2. City may terminate this Amendment if the Director of Recreation deems the presence or operation of the food truck on the premises to be unreasonably dangerous to the public or to the premises.

3. All other terms and conditions contained in the original Use Permit Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed and attested as of the date first above written.

ATTEST:	<u>PERMITTEE:</u> LEHIGH LITTLE LEAGUE
_____	BY: _____
Secretary	Title:

ATTEST:	CITY OF BETHLEHEM
_____	BY: _____
City Controller	Mayor

The within Use Permit Agreement Amendment is certified to be needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: \_\_\_\_\_