



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Robert G. Vidoni, City Clerk


From: William P. Leeson, Esq., City Solicitor

Re: Amendment No. 2 to Use Permit Agreements for Festival Sites and Streets
Permittee Name: ArtsQuest
Purpose: Musikfest 2021

Date: May 27, 2021

Attached is a proposed Resolution, associated Amendment No. 2 to Use Permit Agreement for Festival Sites, and associated Amendment No. 2 to Use Permit Agreement for Streets for Council's consideration.

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



William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor
Eric R. Evans, Business Administrator
Michael Alkhal, Director, Public Works
Kassie Hilgert, ArtsQuest
Ray Neeb, ArtsQuest

RESOLUTION NO. 2021-_____

Authorization For Amendment No. 2 to Use Permit Agreements

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute Amendment No. 2 to Use Permit Agreement for Festival Sites and Amendment No. 2 to Use Permit Agreement for Streets and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, with the following named permittee, for the uses and purposes indicated below:

1. Name of Permittee: ArtsQuest
2. Purpose: Musikfest 2021

Sponsored by _____

ADOPTED by Council this day of , 2021.

President of Council

ATTEST:

City Clerk

AMENDMENT NO. 2 TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY
(STREETS)
BY AND BETWEEN
CITY OF BETHLEHEM
AND
ARTSQUEST

AMENDMENT made this ____ day of _____, 2021, by and between the CITY OF BETHLEHEM, Pennsylvania, hereinafter referred to as the “City” and ARTSQUEST, hereinafter referred to as “Permittee”.

WHEREAS, the parties entered into a Use Permit Agreement for Streets dated February 25, 2020, pursuant to which the City granted a Use Permit to the Permittee for the premises described, for the purposes described and for the duration described therein; and

WHEREAS, as a result of the COVID-19 Pandemic, the parties intend to modify the Musikfest 2021 event; and

WHEREAS, the parties agree to amend the Use Permit Agreement for Musikfest 2021 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. The Premises of the Use Permit Agreement for Streets for Musikfest 2021 is hereby amended to read as follows:
 - a.) North Side
 - i.) Main Street from Broad Street to the Lehigh River
 - ii.) Walnut Street from Guetter Street to Main Street
(*Walnut Street shall remain open and accessible to the City and residents from Guetter Street west 155 feet past Nevin Place – see attached diagram)
 - iii.) Spring Street from Conestoga Street to Main Street
 - iv.) Lehigh Street from Conestoga Street to New Street
 - v.) Conestoga Street from W Union Blvd to Spring Street and the eastern leg of Conestoga Street from Spring Street to Lehigh Street
 - b.) South Side
 - i.) Founders Way from Second Street to First Street
 - ii.) First Street from Polk Street to its eastern terminus
 - iii.) Second Street from Polk Street to Founders Way.

2. The Duration of the Use Permit Agreement for Streets for Musikfest 2021 is hereby amended to read as follows:

- a.) Main Street between Lehigh Street and Spring Street Only
 - ii.) from 8:00 a.m. Monday, August 2, 2021 until 5:00 p.m. Wednesday, August 18, 2021.

- b.) First Street between Polk Street and its eastern terminus, allowing for access to Steel Ice Center and its parking lot, and Founders Way from Second Street to First Street
 - ii.) from 8:00 a.m. Sunday, August 1, 2021 until 5:00 p.m. Wednesday, August 18, 2021.

- c.) All Other Premises –
 - ii.) from August 6 to August 15, 2021 only between the hours of 8:00 a.m. and 11:30 p.m. each day.

3. The termination provisions in the underlying Use Permit Agreement remain unaffected by this Amendment.

4. Compliance with Pennsylvania Department of Health Guidelines in dealing with COVID-19 Pandemic Response. Permittee and all subpermittees, vendors and event volunteers occupying or conducting festival events on the permitted City streets shall be required to comply with guidelines and directives issued by City, by or on behalf of the Director of the City of Bethlehem Health Bureau, and as issued by the Pennsylvania Department of Health, for the purpose of enforcing or implementing guidelines, practices and safety protocols intended to maintain public and personal safety due to the COVID-19 Pandemic. Said persons shall also be obligated to comply with any directives issued by the Director of the Health Bureau which the Director deems appropriate to the particular circumstances of the event. Permittee shall be responsible for informing all subpermittees, vendors and event volunteers of the foregoing, including guidelines and directives issued by the Director. City reserves the right to suspend or terminate in whole or in part this Permit if in the judgment of the City's Health Director that the event or events cannot be conducted in compliance with COVID-19 Pandemic related guidelines issued by the Pennsylvania Department of Health or the City of Bethlehem Health Bureau.

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

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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:

Secretary

ATTEST:

City Controller

PERMITTEE:
ARTSQUEST

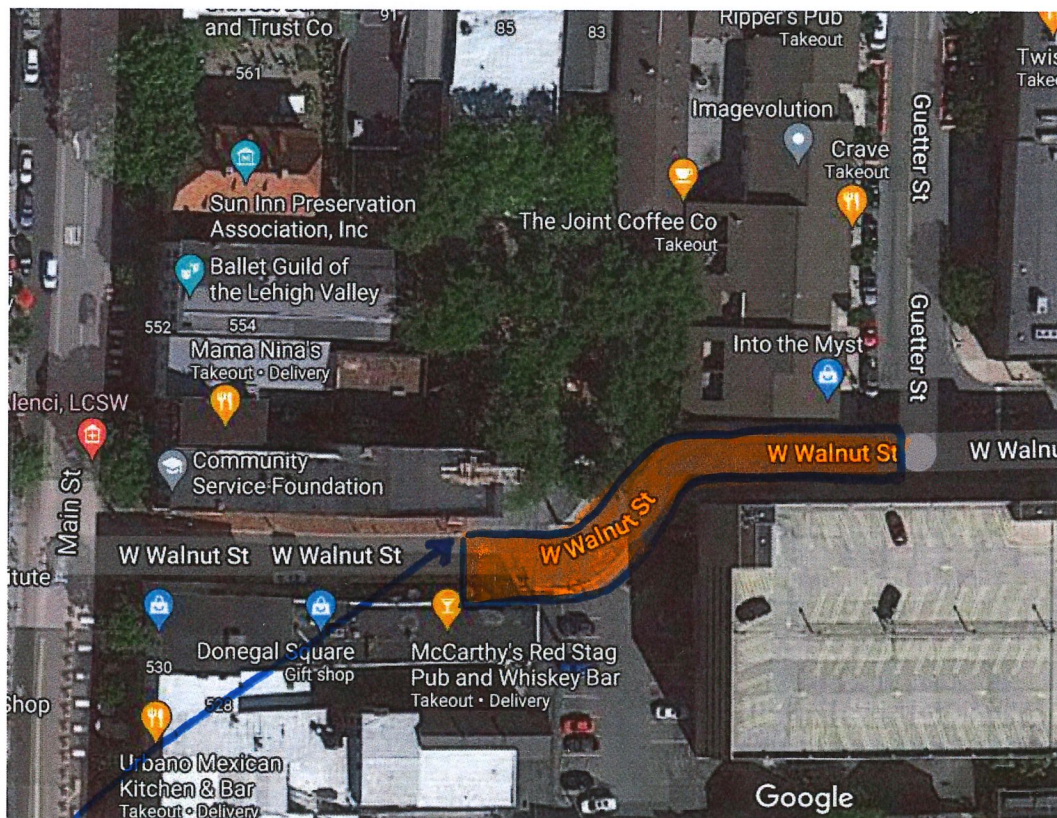
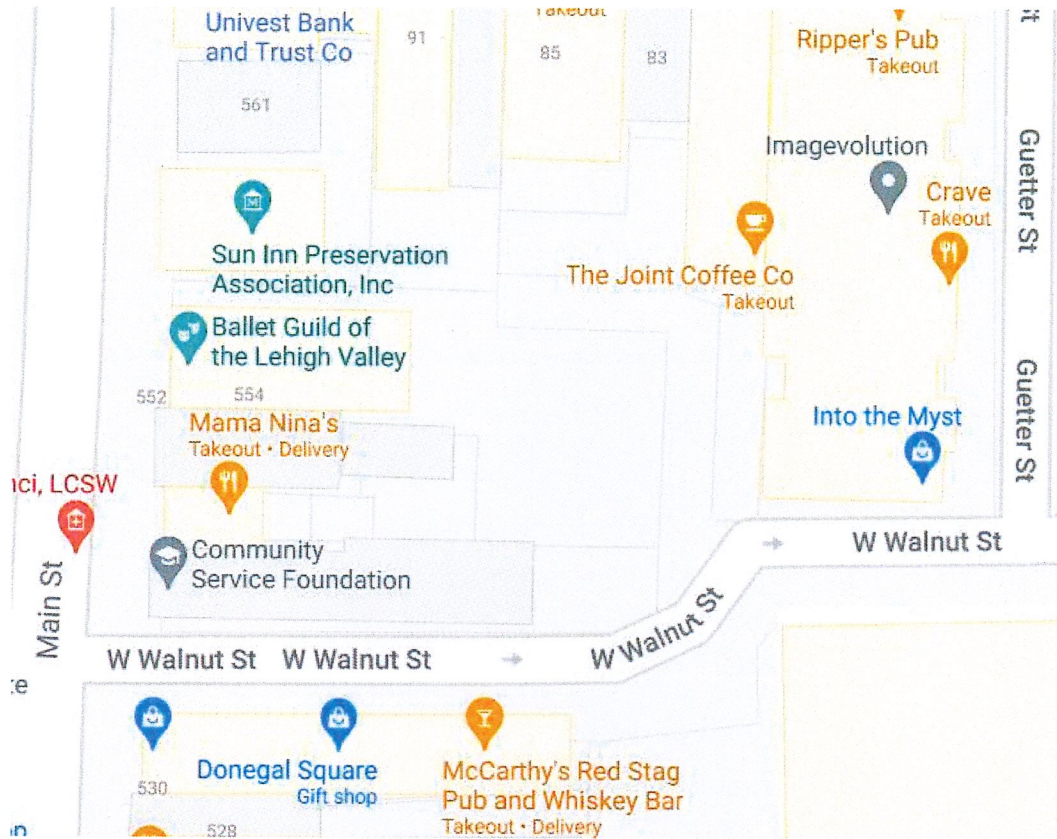
BY: _____
Title:

CITY OF BETHLEHEM

BY: _____
Mayor

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

By: _____
City of Bethlehem Department Head
Print Name: Michael Alkhal



Keep open to end of brick sidewalk

AMENDMENT NO. 2 TO
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY
(FESTIVAL SITES)
BY AND BETWEEN
CITY OF BETHLEHEM
AND
ARTSQUEST

AMENDMENT made this ____ day of _____, 2021, by and between the CITY OF BETHLEHEM, Pennsylvania, hereinafter referred to as the “City” and ARTSQUEST, hereinafter referred to as “Permittee”.

WHEREAS, the parties entered into a Use Permit Agreement for Festival Sites dated February 25, 2020, pursuant to which the City granted a Use Permit to the Permittee for the premises described, for the purposes described and for the duration described therein; and

WHEREAS, as a result of the COVID-19 Pandemic, the parties intend to modify the Musikfest 2021 event; and

WHEREAS, the parties agree to amend the Use Permit Agreement for Musikfest 2021 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. The Premises of the Use Permit Agreement for Festival Sites for Musikfest 2020 is hereby amended to read as follows:

- a.) Johnston Park (areas outlined and hatched as shown on the attached maps – Exhibit A, Maps a-1, a-2 and a-3); and -
- b.) Sand Island:
 - Sand Island West: Park lands west of the railroad trestle to be used for parking and storage units and park lands east of the railroad right of way and west of Fritch Fuel to be used for parking (areas outlined and hatched as shown on the attached map – Exhibit A, Map b-1);
 - Routine City and public uses of Sand Island and its facilities will not be restricted, including use of the basketball courts, tennis courts, playground areas and any maintenance or construction activities;
 - Usage of the parking lot adjacent to the Charles A. Brown Ice House is subject to availability to be determined on an annual basis and separate permit pursuant to City Article 941;

- Sand Island East will be closed at agreed upon times for installation of fireworks; and -
- c.) Second Avenue Ramp on Hill-to-Hill Bridge (area outlined and hatched as shown on the attached map – Exhibit A, Map c-1); and -
- d.) Nevin Place adjacent to Sun Inn Courtyard (area outlined and hatched as shown on the attached map – Exhibit A, Map d-1).

2. Paragraph A.2. of the Use Permit Agreement for Festival Sites is hereby amended as follows:

Contributions. As it relates to Musikfest 2021, Permittee shall pay the sum of \$50,000.00 to City as a contribution towards overall non-uniform in-kind service costs, which amount shall be paid to the City by November 30, 2021.

For the purposes of this Use Permit, “non-uniform in-kind services” shall include: Garbage pickup and over-night clean-up of permitted and adjacent streets at the North and Southside venues; street cleaning; street and site flushing, sign erection and removal; electrical labor work to include wiring of Liederplatz and festival panel sets; electricity; bridge banners, equipment; fire hydrant adaptor installation and removal; water and sewage treatment costs; installation of temporary fencing; and any other service that is customary and performed based on past practice and paid for by Permittee upon billing by City. For purposes of this Use Permit, “non-uniform in-kind services” City obligations shall not include: Electrical work – wiring of Handwerkplatz, Zinzenplatz and Main Street; pole banner installation; over-night clean-up at festival tent sites; and electrician on duty; and such services shall be performed by Permittee at its expense.

3. Paragraph B.13. of the Use Permit Agreement for Festival Sites is hereby amended as follows:

Cancellations. City may, at its sole discretion, and with or without notice, postpone or cancel the exercise by Permittee of the permit granted hereby for causes beyond the City’s control. Such causes shall include, without limitation, the laws, regulations, acts, demands or interpositions of any Federal, State or Local Government Agency, acts of God, fire, flood, weather, pandemic, epidemic, or other outbreak of a highly communicable disease. Should the City cancel prior to the event date of August 6, all security deposits paid by Permittee will be reimbursed to Permittee within 30 days. In addition, upon cancellation date, all City EMS crew and ambulance services (section A.1.B.), City of Bethlehem Police Officer roster duty services (section A.1.5) and City of Bethlehem Fire Department personnel (section A.1.6.) charges shall be payable through cancellation as incurred but charges shall cease as of said cancellation date with no further charges incurred and no further financial responsibilities for the preceding enumerated services incurred by the Permittee.

4. The termination provisions in the underlying Use Permit Agreement remain unaffected by this Amendment.

5. Compliance with Pennsylvania Department of Health Guidelines in dealing with COVID-19 Pandemic Response. Permittee and all subpermittees, vendors and event volunteers shall be required to comply with guidelines and directives issued by City, by or on behalf of the Director of the City of Bethlehem Health Bureau, and as issued by the Pennsylvania Department of Health, for the purpose of enforcing or implementing guidelines, practices and safety protocols intended to maintain public and personal safety due to the COVID-19 Pandemic. Said persons shall also be obligated to comply with any directives issued by the Director of the Health Bureau which the Director deems appropriate to the particular circumstances of the event. Permittee shall be responsible for informing all subpermittees, vendors and event volunteers of the foregoing, including guidelines and directives issued by the Director. City reserves the right to suspend or terminate in whole or in part this Permit if in the judgment of the City's Health Director that the event or events on permitted festival sites cannot be conducted in compliance with COVID-19 Pandemic related guidelines issued by the Pennsylvania Department of Health or the City of Bethlehem Health Bureau.

6. All other terms and conditions contained in the original Use Permit Agreement for Festival Sites 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:

Secretary

ATTEST:

City Controller

PERMITTEE:
ARTSQUEST

BY: _____
Title:

CITY OF BETHLEHEM

BY: _____
Mayor

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

By: _____
City of Bethlehem Department Head
Print Name: Michael Alkhal

EXHIBIT A, MAP a-2

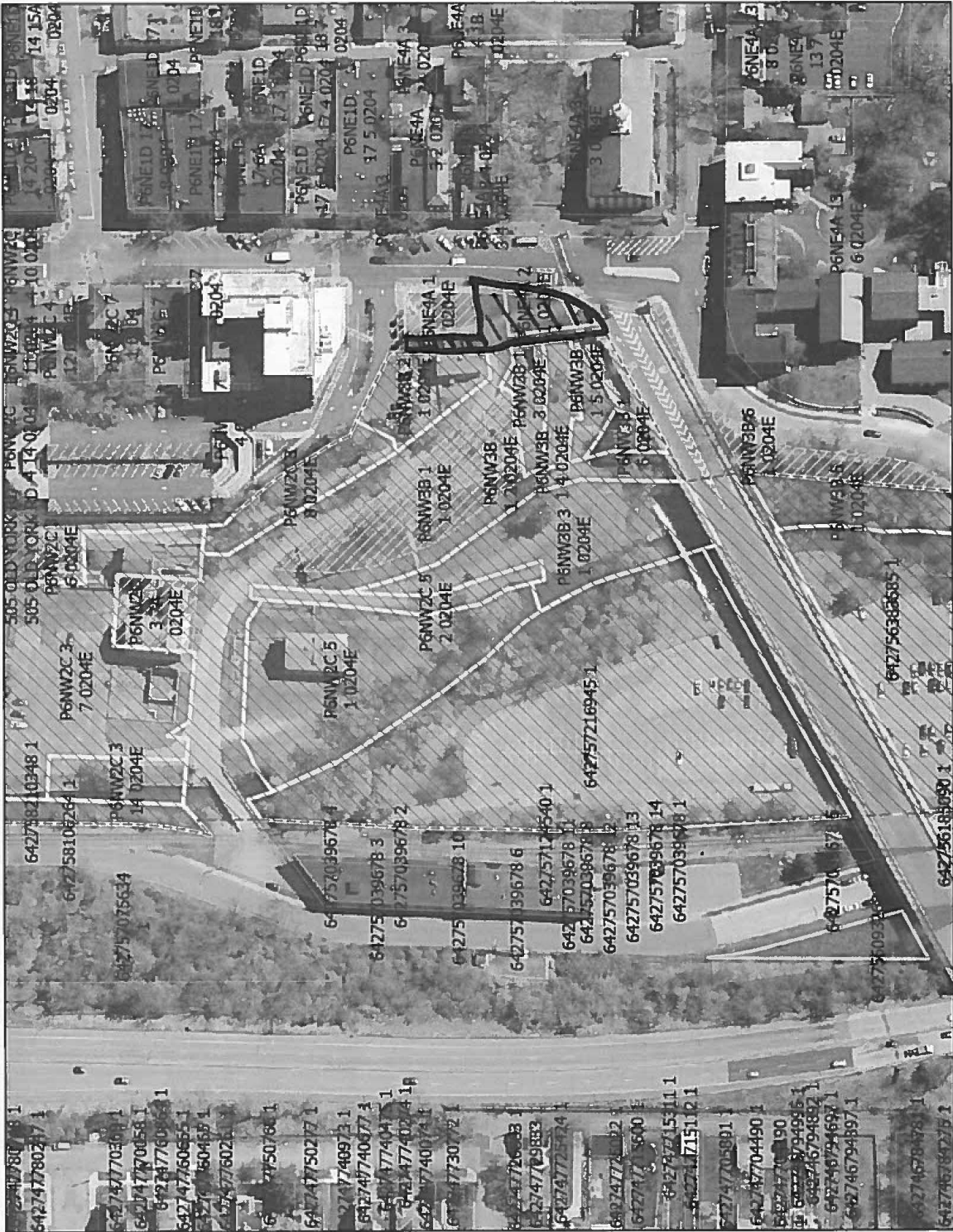


EXHIBIT A, MAP d-1

