

CITY OF BETHLEHEM

10 East Church Street, Bethlehem, Pennsylvania 18018-6025

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Robert J. Donchez
Mayor

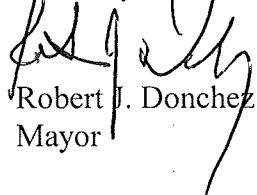
From: Robert J. Donchez, Mayor
To: President Waldron
Date: June 9, 2021
Re: Resolution Authorizing Mayor and Controller to Execute Lease for Christopher Columbus Monument

Attached is a Resolution authorizing the Mayor and Controller to execute a lease agreement between the Diocese of Allentown and the City of Bethlehem for the Christopher Columbus Monument currently located in the City's Rose Garden.

By way of background, a number of months ago, there was a push for the monument to be removed from the Rose Garden, even calling for its destruction. I created a task force of members of the community and through discussions, it was suggested that the task force reach out to Bishop Alfred Schlert of the Diocese of Allentown to see if they would be interested in taking possession of the monument. Bishop Schlert agreed and a location, Holy Savior Cemetery, was selected as the monument's new home. A Lease Agreement was drafted by the City and approved by the Diocese of Allentown. It is anticipated that the monument will be relocated this Summer.

Therefore, I am requesting that the attached resolution be placed on City Council's June 15, 2021 agenda.

Sincerely,



Robert J. Donchez
Mayor

Cc: City Council
Eric Evans
George Yasso
Mike Alkhal

RESOLUTION NO. 2021- _____

Authorization for Lease Agreement in connection with the relocation of the
Bethlehem Rose Garden Columbus Monument

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 the Lease Agreement between the City of Bethlehem and the Roman Catholic Diocese of Allentown, 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, as it relates to the relocation of the Bethlehem Rose Garden Columbus Monument to the Holy Savior Cemetery at 2575 Linden Street in Bethlehem.

Sponsored by _____

ADOPTED by Council this day of , 2021.

President of Council

ATTEST:

City Clerk

CITY OF BETHLEHEM
Bethlehem, Pennsylvania

LEASE AGREEMENT
Bethlehem Rose Garden Columbus Monument

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, between the CITY OF BETHLEHEM, a municipal corporation of the Third Class of the Commonwealth of Pennsylvania, of the County of Northampton, with its offices and principal place of business at 10 East Church Street, Bethlehem, Pennsylvania, 18018, hereinafter referred to as "CITY" or "LESSOR," and the ROMAN CATHOLIC DIOCESE OF ALLENTOWN, 4029 West Tilghman Street, Allentown, PA 18105, hereinafter referred to as "LESSEE," and

WHEREAS, due to public discussion and pressure to remove and/or destroy statues and monuments related to Christopher Columbus, CITY desires to remove the Columbus Monument (hereinafter referred to as "Monument") from the City of Bethlehem Rose Garden Park; and

WHEREAS, the parties have agreed on a solution with regard to the removal of the Monument and LESSEE has offered its relocation to the Holy Savior Cemetery at 2575 Linden Street, Bethlehem, PA 18017;

NOW, THEREFORE, this agreement witnesseth:

1. Leased Property. Christopher Columbus Monument currently located in the City of Bethlehem Rose Garden Park, 8th Avenue and West Union Boulevard, Bethlehem, PA 18018.
2. Lease Term. The term of this Lease shall be from the date of execution and will continue for a period of twenty (20) years at the conclusion of which the Lease will automatically renew for additional twenty (20) year terms. The Lease may be terminated by either party without cause upon advance written notice of ninety (90) days.

3. Site Preparation, Relocation Date & Cost. LESSEE agrees to select and prepare the site by clearing sufficient space and providing a suitable base for the City to place the Monument. At a mutually-agreeable date during the spring of 2021, CITY will perform the work and assume the costs involved in the transportation and installation of the Monument on the site, as well as the work and costs associated with the restoration of LESSEE's property disrupted by the work. At the termination of the Lease, CITY will be responsible for the work and costs associated with the removal of the Monument from LESSEE's property, including work and costs associated with the restoration of the LESSEE's property due to disruption of the site.

4. Rent. LESSEE agrees to pay to LESSOR a rental fee of One and 00/100 Dollar (\$1.00) per year.

5. Insurance. CITY shall remain the owner of the Monument and shall keep the Monument insured against loss or damage by fire or other casualty under CITY's property insurance and will bear the risk of loss by fire, theft, or other casualty.

6. Indemnity. Each party shall save and hold each other harmless from and against all suits or claims that may be based upon the injury or disease, or the alleged injury, disease, and death, to any person or property that may occur, or that may be alleged to have occurred, in the course of the indemnifying party's performance of this Lease, whether such claims are made by an employee of the parties, or by a third party, whether or not it is claimed that the injury or alleged injury was caused through the negligent act or omission of the indemnifying party or its agents or employees. The indemnifying party will, at its own expense, pay all charges of attorney's and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment is rendered against the indemnifying party in any such action, or actions, the indemnifying party, at its own expense, will satisfy and discharge the same.

7. No Assignment. Neither party may assign its rights under this Agreement.

8. Notices. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. CITY hereby designates City's address as 10 East Church Street, Bethlehem, Pennsylvania, 18018. LESSEE hereby designates LESSEE's address as c/o Office of the Bishop, 4029 West Tilghman Street, Allentown, PA 18105. This Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

9. Entire Agreement. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

10. Headings. The headings are for convenience of reference only and are not intended to modify nor amend the language of this Agreement or of any paragraph or section thereof.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals on the day and year first above written.

ATTEST:

ROMAN CATHOLIC DIOCESE OF ALLENTOWN

BY: _____ (Seal)

Name: _____

Title: _____

ATTEST:

CITY OF BETHLEHEM

City Controller

BY: _____ (Seal)
Robert J. Donchez
Mayor

I certify that the within Lease Agreement
is needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: