



CITY OF BETHLEHEM  
OFFICE OF THE CITY SOLICITOR

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INTEROFFICE MEMORANDUM

To: Robert G. Vidoni, City Clerk

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


Re: Special Event Permit Agreement for Handwerkplatz  
Permittee Names: ArtsQuest and The Moon Bounce Guys, LLC  
Purpose: Use of Certain City and Redevelopment Authority Property for Carnival  
Ride and Inflatable Bounce Attractions for Musikfest 2021

Date: July 1, 2021

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Attached is a proposed Resolution and associated Special Event Permit Agreement for Handwerkplatz for Council's consideration. This Agreement represents a supplemental request from ArtsQuest for festival site space.

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  
Tony Hanna, Redevelopment Authority  
Kassie Hilgert, ArtsQuest  
Ray Neeb, ArtsQuest

RESOLUTION NO. 2021-\_\_\_\_\_

Authorization For Special Event Permit Agreement for Handwerkplatz

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 Special Event Permit Agreement for Handwerkplatz between the City, the Redevelopment Authority, ArtsQuest and The Moon Bounce Guys, LLC, 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 Permittees: ArtsQuest and The Moon Bounce Guys, LLC
2. Purpose: Use of Certain City and Redevelopment Authority Property for Carnival Ride and Inflatable Bounce Attractions for Musikfest 2021

Sponsored by \_\_\_\_\_  
\_\_\_\_\_

ADOPTED by Council this            day of            , 2021.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**SPECIAL EVENT PERMIT AGREEMENT FOR HANDWERKPLATZ**

PREMISES:	Record Owner	N.C. Tax Parcel Identifier
	Redevelopment Authority	P6NW3B 1 1 0204E
	Redevelopment Authority	P6NW3B 1 2 0204E
	City of Bethlehem	P6NW3B 1 3 0204E
	City of Bethlehem	P6NW3B 1 4 0204E
	City of Bethlehem	P6NW3B 1 5 0204E
	City of Bethlehem	P6NW3B 1 6 0204E
	City of Bethlehem	P6NW3B 3 1 0204E
PURPOSE:	Carnival Ride and inflatable bounce attractions for Musikfest 2021	
DURATION DATES:	August 2, 2021 through August 19, 2021	

THIS SPECIAL EVENT PERMIT AGREEMENT is agreed upon and issued as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between THE MOON BOUNCE GUYS, LLC, of 318 West Diamond Street, Coatesville, PA 19320 (hereinafter referred to as the “Permittee”);

- AND -

ARTSQUEST, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a registered address of 25 W. Third Street, Suite 300, Bethlehem, PA 18015-1238 (hereinafter referred to as the “Permittee”);

- AND -

CITY OF BETHLEHEM, a municipal corporation being a City of the Third Class, subject to the Optional Third Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “CITY”).

- AND -

REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as the “RDA”).

WITNESSETH:

WHEREAS, the term “Permittee” shall be interpreted to mean both THE MOON BOUNCE GUYS, LLC and ARTSQUEST unless the context clearly implies otherwise;

WHEREAS, Permittee desires to utilize the premises identified above for the purpose identified above;

WHEREAS, Permittee Artsquest joins in this Agreement as a supplement to and as a more precise statement of the mutual rights and responsibilities of the parties relative to the above-cited premises, and not in lieu of, its Use Permit Agreement for Public Property (Festival Sites) dated February 25, 2020 and related Amendment No. 2 to Use Permit Agreement for Public Property (Festival Sites) dated June 2, 2021;

WHEREAS, to the extent activities of Permittee occur on the lands of the RDA, RDA has adopted the requirements employed by the City of Bethlehem (hereinafter referred to as "CITY") as conditions upon which RDA is willing, in certain cases, to make premises owned by or under the control of RDA available for Permittee's purposes;

WHEREAS, to the extent activities of Permittee occur on the lands of CITY, CITY is willing, in certain cases, to make premises owned by or under the control of CITY available for Permittee's purposes;

WHEREAS, CITY and RDA desires to grant a joint Special Event Permit to the Permittee for the premises described, for the purpose stated, and for the date(s) described above.

NOW THEREFORE, in consideration for the obligations imposed upon Permittee and Permittees acceptance thereof, and the mutual covenants and representations hereinafter provided, the sufficiency of which is hereby mutually acknowledged, and intending to be legally bound hereby, the parties agree as follows:

**A. SPECIAL PROVISIONS**

1. Event Date and Times

A. The event date and times are as follows:

August 6, 2021 through August 15, 2021  
Friday, August 6, 2021: 5 pm through 11 pm  
All other weekdays: noon through 11 pm.  
Weekends: noon through 11 pm.

B. If and when specifically allowed by law and this Agreement, alcohol service and sales each day of the event shall end at the earlier thirty minutes prior to the end time or any time required by the Permittee's PA LCB license or Special Occasion Permits, if any.

2. Submission of Public Safety Plan/EMS Standby. The Permittee shall comply with the following provisions.

- A. At least thirty (30) days before the festival or special event is scheduled to begin, the Permittee must submit a Public Safety Plan (hereinafter referred as the “Plan”) to the City’s Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, and to the RDA, which Plan addresses each item on the attached Exhibit “A.” The Plan must address each item as contained in Exhibit A to the satisfaction of the CITY. The Permittee’s festival or special event shall not be held on RDA property unless written approval has been granted by the RDA on or before the start date of the festival or special event to the Permittee’s Plan.
- B. The Permittee shall pay for and arrange a CITY EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the CITY a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the CITY and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

3. Fees, Contributions and Charges.

- A. Fees for the usage of the RDA Premises will be due in accordance with the fee schedules adopted by RDA.
- B. All contributions, fees and charges for usage of the RDA Premises are due and must be paid within 30 days of the date of invoice, unless otherwise specified herein. If payment is not received within 30 days or by the specified due date, interest charges will accrue at an interest rate of 1% per month or any portion of a month thereof. Interest accruals will include, if applicable, any claims for damages (see Paragraph B.8. below) and/or other services provided by the RDA.
- C. All contributions, fees and charges for usage of the CITY Premises are addressed in the Use Permit Agreement for Public Property (Festival Sites) dated February 25, 2020 and the related Amendment No. 2 to Use Permit Agreement for Public Property (Festival Sites) dated June 2, 2021.

4. Special Requirements Regarding Service and Sale of Alcohol

- A. The provisions under this paragraph 4 are mandatory because Permittee Artsquest has represented that it will be selling alcohol at the Event or Festival.
- B. Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit for each event listed above.

- C. Permittee must obtain and provide proof of liquor liability insurance coverage under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (1) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (2) the insurance shall provide coverage for the periods of time indicated above as Duration and (3) which insurance names the “City of Bethlehem, its officers and employees” and the “Redevelopment Authority of the City of Bethlehem, its officers and employees” as additional insureds. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee Artsquest’s signing and delivery of this Agreement to the City for counter-signature by the CITY and RDA. A certificate naming the City and the RDA as “certificate holder” only is non-compliant.

5. Security. Permittee agrees to use roster duty City of Bethlehem Police Officers primarily for all crowd control and traffic duties on the City streets and property and RDA property identified herein. However, Permittee may use additional proper security with respect to private property. Said roster duty services shall be reimbursed by Permittee to City in amounts billed by City. Said amounts are not included in or compensated by the Contributions paragraph contained in the Use Permit Agreement for Public Property (Festival Sites) dated February 25, 2020 and the related Amendment No. 2 to Use Permit Agreement for Public Property (Festival Sites) dated June 2, 2021 and constitute a separate obligation of Permittee.

6. Revenue. All revenue from the event activities may be retained by Permittee.

7. Code Inspection and Compliance

A. Temporary Structures and Overhead Cover. Any tent, canopy, membrane, or similar structure that Permittee erects or allows to be erected on City property in conjunction with this Use Permit Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this agreement each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the current UCC building and fire codes adopted by City and other codes, guidelines, etc. deemed relevant by City. The City shall issue a written approval to Permittee as it relates to each tent, canopy, membrane or other similar structure. Permittee hereby agrees to pay the City \$50.00 fee for the inspection of each tent, canopy or membrane subject to this provision.

B. Cooking and Cooking Devices. Any vendor, party or participant of the festival or event that is the subject of this Use Permit Agreement that anticipates cooking or heating any food during the event, is required to obtain the necessary permit from the City’s Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City’s Fire Department.

- C. Permittee's failure to follow City Code requirements and directives by inspectors shall be a violation of this agreement under Section B.5.

## **B. STANDARD PROVISIONS**

1. Grant of Non-Exclusive Special Event permit. To the extent activities of Permittee occur on the lands of the RDA, RDA hereby grants to the Permittee a permit to use the Premises, as more particularly described above, for Permittee's non-exclusive use for the Purpose described above. To the extent activities of Permittee occur on the lands of CITY, CITY hereby grants to the Permittee a permit to use the Premises, as more particularly described above, for Permittee's non-exclusive use for the Purpose described above. For the convenience of the parties hereto, City GIS base and aerial maps showing the approximate boundaries of the parcels owned respectively by RDA and CITY are collectively attached hereto as Exhibit "B". For purposes of any claims arising under, by, through, or on account of this Agreement, the situs of any event or breach of this Agreement for which a claim is made between Permittee(s) on the one hand and, on the other hand, either the RDA or CITY as relevant property owner, the identity of the pertinent owner shall be subject to confirmation by the results of a survey performed, if desired at CITY's sole discretion, by a licensed professional land surveyor selected by CITY.

2. Purpose of Special Event Permit and Duration. The Premises shall be used for the Purpose described above only. The grant of this non-exclusive Special Event permit shall run for the period of time indicated above as Duration if not terminated sooner as allowed under this Agreement.

3. Premises to Remain Open and Accessible to the Public. The Premises must remain open and accessible to the public at all times and for constitutionally protected speech or activity, excepting reasonable restrictions and accommodations to prevent deliberate interference with activities or events scheduled by and conducted by the Permittee. If the Premises covered by this Agreement pertains to a building or other enclosed structure, RDA and CITY will determine the days and hours for public access, and the days and hours that the building or other structure shall be closed and locked. Permittee shall not interfere with or disrupt RDA's or CITY's operations and activities. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times.

4. Scheduling of Programs and Events. To the extent activities of Permittee occur on the lands of the RDA, the RDA and the Permittee will coordinate the scheduling of events for use of any facility or other building on the Premises. The RDA shall retain final approval over all scheduling matters. To the extent activities of Permittee occur on the lands of the CITY, the CITY and the Permittee will coordinate the scheduling of events for use of any facility or other building on the Premises. The CITY shall retain final approval over all scheduling matters.

5. Violations of Special Event permit. Any violation of this Special Event permit, as determined by the RDA in its sole discretion concerning activities of Permittee occurring on the lands of the RDA, shall result in the immediate termination of the Special Event permit. Any violation of this Special Event permit, as determined by the CITY in its sole discretion concerning

activities of Permittee occurring on the lands of the CITY, shall result in the immediate termination of the Special Event permit. In either instance, such violations include but are not limited to:

- A. The prevention of the public from the use and enjoyment of the Premises at times when no activities or other events are scheduled.
- B. The exclusive use by the Permittee, to the exclusion of the public, of the facility or other building on the Premises during periods when no activities or other events are scheduled.
- C. The failure of the Permittee to obtain and provide the insurance required by this agreement.
- D. Violation and/or non-compliance with any federal or state law, or of City ordinance, inspection and safety Codes, directives by City Code compliance officers and inspectors, policy, rule or regulation.
- E. Violation of a material obligation of Permittee under this Agreement.

6. Required CGL Insurance Coverage. The Permittee shall purchase and maintain comprehensive general liability insurance naming the “Redevelopment Authority of the City of Bethlehem” and “City of Bethlehem”, and their respective officers and employees as “additional insureds” for a minimum of \$1,000,000.00 per occurrence and general aggregate of \$5,000,000.00. The said insurance shall cover public liability, products liability and property damage. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee’s signing and delivery of this Agreement to the CITY for counter-signature by the CITY and the RDA. A certificate naming the “Redevelopment Authority of the City of Bethlehem” and “City of Bethlehem” as “certificate holder” only is non-compliant. Permittee is not required to purchase and maintain police professional liability insurance.

7. Indemnification

- A. The Permittee shall indemnify, defend, save and hold harmless the “Redevelopment Authority of the City of Bethlehem” and “City of Bethlehem”, and their respective officers and employees, from and against all suits or claims that may be based upon any damage or injury or death, to any person or property that may occur, or that may be alleged to have occurred, in the course of the use of any of the Premises by the Permittee, and also whether such claims be made by an owner, officer, principal, employee, or a contractor or its employees, of the Permittee, or by any third party, also including Event and Festival licensees and vendors, their owners, principals, employees, and their contractors and contractor’s employees, and by members of the public, and whether or not it shall be claimed that the damage or injury or death was caused through the negligent



act or omission in whole or in part of the RDA and/or CITY and/or their respective officers and/or employees.

- B. The Permittee shall indemnify, defend, save and hold harmless the RDA and/or CITY and/or their respective officers and/or employees, from and against all suits or claims that may be based upon any liability of the RDA, including such that may arise under U.S. Copyright Laws, to all music licensing agencies (including but not limited to SESAC, BMI and ASCAP) and any other third parties resulting from or accruing from Permittee's unlicensed authorization, sponsoring or presenting recorded or live music on RDA property or in RDA buildings or facilities.
- C. The Permittee shall indemnify, defend, save and hold harmless the RDA and/or CITY and/or their respective officers and/or employees, on account of any breach of this agreement attributable to Permittee.
- D. **Scope of indemnification.** The scope of indemnification owed by Permittee to the RDA and/or CITY under subsections 7.A through C shall include the payment of all charges and fees of attorneys, and all expenses, costs, losses, damage, judgments and awards arising therefrom or incurred in connection with the Agreement, and if any judgment shall be rendered the RDA and/or CITY and/or their respective officers and/or employees in any such action, or actions, the Permittee, at the Permittee's own expense, shall satisfy and discharge the same. The preceding shall not apply to require indemnification by Permittee for any liability, claims, suits, etc., arising from action by officers of the Bethlehem Police Department.

8. Maintenance by Permittee. During the term that the Permittee is using the Premises, as granted by this Permit, the Permittee shall maintain and keep the Premises in a clean and sanitary condition. Any RDA clean-up and trash hauling costs and cost to repair damage to RDA property resulting from conducting the event will be invoiced to the Permittee and must be reimbursed to the RDA within 30 days of invoicing.

9. Renewal. This Permit shall not automatically renew.

10. Environmental Protection / Energy Conservation / Compliance with Law. Permittee must at all times incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation. The best management practices would include full and complete compliance with state and/or local regulatory and/or non-regulatory guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products. Permittee shall fully and completely comply with all Ordinances, policies, rules and/or regulations of the City of Bethlehem, and all state and federal laws, rules and regulations pertaining to the premises utilized herein and the uses thereof, and shall obtain all required permits. City shall have the authority to enforce the ordinances of the City and laws of the Commonwealth of Pennsylvania at the Premises during the term of this Special Event Permit Agreement.

11. Personal Property. Permittee shall be solely responsible for the safety and security of the personal property of Permittee and its invitees, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee.

12. No CITY or RDA Services. Except for services expressly committed under this Agreement or non-uniform in-kind services committed under the Use Permit Agreement for Public Property (Festival Sites) dated February 25, 2020 and the related Amendment No. 2 to Use Permit Agreement for Public Property (Festival Sites) dated June 2, 2021, RDA and CITY shall not be obligated to provide any services to Permittee incident to Permittee's use of the licensed property. All services provided to Permittee by RDA shall be for separate consideration or fee to be paid by Permittee to the RDA. All charges are due and must be paid within 30 days. The obligations imposed by this paragraph shall apply notwithstanding whether the Permit is revoked or terminated for cause.

13. Cancellations. To the extent activities of Permittee occur on the lands of the RDA, RDA 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 RDA's control. To the extent activities of Permittee occur on the lands of the CITY, 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 CITY's control. In either case, such causes may include, without limitation, the laws, regulations, acts, demands, or interpositions of any Federal, State or Local Government Agency, acts of God, fire, flood, weather, or any other cause beyond the control of RDA or CITY whether similar or dissimilar to the foregoing.

14. Removal of Personalty. At the termination of this permit, Permittee shall remove all of its personal property from the premises and return the premises to its condition existing at the commencement of this permit. On termination, if Permittee fails to return the Premises to its condition existing at the commencement of this Permit, Permittee agrees to pay to the RDA or CITY, as the case may be, on demand, all costs incurred by RDA or CITY to return and restore the Premises to its original condition. The Permittee shall remove all personalty from the premises within four (4) days of the termination of this permit, and in the event of failure to do so, RDA or CITY will impose a charge on Permittee for same.

15. Amendment. The material terms of this Permit Agreement may not be amended or modified except by agreement in writing duly executed by the parties hereto. The Mayor is authorized to execute amendments to correct obvious drafting errors, and to clarify the intent of this Permit Agreement.

16. Governing Law, Venue and Limitation of Actions. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Pennsylvania, only. Any and all civil actions and demands for arbitration by Permittee against the RDA or CITY pertaining to this Agreement and/or anything related thereto shall be subject to the following time limitation: civil actions must be commenced, and demands for arbitration must be filed with the American Arbitration Association, within six (6) months of the end of the event, it being the intent of the

parties that this provision shall supersede any inconsistent statutory limitation period. This limitation of action provision shall not however apply to any civil actions and/or demands for arbitration by RDA or CITY against Permittee.

17. Dispute Resolution. For all claims, disputes and actions, RDA or CITY, as the case may be, may, at its sole option, either demand and require that the same be litigated in the Court of Common Pleas of Northampton County, or demand and require non-binding mediation under the auspices of and in accordance with the then applicable mediation rules and guidelines of the American Arbitration Association, and/or arbitration in front of a three (3) member arbitration panel under the then applicable Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration panel may be entered in the Court of Common Pleas of Northampton County, Pennsylvania. Election by the RDA or CITY of mediation and/or arbitration shall operate as an automatic stay of any litigation filed by the Permittee. The costs of any mediation and/or arbitration shall be borne equally by the parties.

18. Limitation on Damages. In the event of any claims, disputes, actions or arbitrations, by Permittee against RDA or CITY, Permittee waives and relinquishes any and all claims for consequential damages, damages for delay and damages for acceleration. Nothing in this Agreement shall be interpreted to waive any rights or immunities available to the RDA and/or CITY arising out of any applicable governmental immunity laws and statutes.

19. Non-Assignable. The Permittee may not assign its interest hereunder, nor may Permittee sub-permit the premises, without the prior written consent of the RDA and CITY.

20. Termination

- A. Either party may terminate this Agreement for any reason on thirty (30) days advance written notice to the other party.
- B. RDA or CITY may terminate or temporarily suspend this Special Event permit Agreement immediately and without prior notice where RDA or CITY determines it requires emergency access to the public property that it cannot otherwise satisfactorily accommodate for its needs or RDA or CITY if deems termination necessary for the health, safety or welfare of the public under paragraph 13 above.

21. Security. If security services will be or are being required, then Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the active hours of Musikfest, immediately before such event and immediately after such event. However, during all non-active hours of Musikfest Permittee shall maintain security as to all of its attractions, equipment, and personal property and deny access thereto by anyone for all purposes other than maintenance and repair of the same.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Permittee, the CITY and the RDA, have caused this Special Event permit to be duly executed the day and year first above written.

ATTEST:

PERMITTEE:  
THE MOON BOUNCE GUYS, LLC

\_\_\_\_\_  
Secretary/Witness

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Certificate of Insurance Naming the "RDA and/or City and/or their respective officers and/or employees as Additional Insureds" Is Provided: Yes/No  
(NOTE: THIS CONTRACT WILL NOT BE PROCESSED FOR SIGNATURE BY RDA UNLESS REQUIRED CERTIFICATE OF INSURANCE IS PROVIDED!!)

ATTEST:

PERMITTEE:  
ARTSQUEST

\_\_\_\_\_  
Secretary/Witness

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Certificate of Insurance Naming the "RDA and/or City and/or their respective officers and/or employees as Additional Insureds" Is Provided: Yes/No  
(NOTE: THIS CONTRACT WILL NOT BE PROCESSED FOR SIGNATURE BY RDA UNLESS REQUIRED CERTIFICATE OF INSURANCE IS PROVIDED!!) :

*[RDA and CITY signatures appear on the next page]*

ATTEST:

REDEVELOPMENT AUTHORITY OF THE  
CITY OF BETHLEHEM

\_\_\_\_\_  
Heather Bambu-Weiss  
Secretary

By: \_\_\_\_\_ (SEAL)  
Ronald R. Heckman,  
Chairman

ATTEST:

CITY OF BETHLEHEM

\_\_\_\_\_  
City Controller  
Date:

By: \_\_\_\_\_ (SEAL)  
Robert J. Donchez  
Mayor

The within Special Event Permit Agreement is certified to be needed, necessary and appropriate.

By: \_\_\_\_\_  
Michael Alkhal, P.E.  
City of Bethlehem Department Head  
Date:

## EXHIBIT A

### REQUIREMENTS FOR A PUBLIC SAFETY PLAN.

A Public Safety Plan submitted to the City of Bethlehem, must include the following;

1. EMS Criteria:

- Education of event staff regarding how and when to contact 911 services.
- Signage/education of attendees regarding how to access 911 services.
- Evacuation plans, including the use of PSAs.
- Coordination of EMS needs with fire and police needs and requirements.
- Emergency contact information and means for contacting event administration staff.
- Notification method of anticipated surges in crowd size, unsafe conditions or events, on-site health facilities, if any.
- On-site communication system (event staff).
- Ability to monitor weather conditions.

2. Fire and Police Criteria:

- Administration, delegation, contacts and responsible parties.
- Staffing levels, organization and roles and training.
- Communications both internal and external, liaison contacts and procedures, emergency reporting and emergency announcements.
- Site security, staffing, site layout mapping, access points and evacuation points for both site areas and entire leased area.
- Evacuation plans for each site area as well as the entire leased area and coordination with local authorities.
- Traffic control both vehicular and pedestrian.
- Assembly and crowd control as it pertains to each specific site as well as to the entire leased area (staffing, clearing aisles and spaces, lighting, ingress and egress, etc.)

3. Event Public Safety Coordination:

- Medical/First Aid, ambulance stand-by and first aid station(s).
- Police, staffing levels, traffic control, coordinate with event administration.
- Fire, emergency procedures and fire reporting, fire protection (portable extinguishers, etc.) fire department stand-by (if required), fireworks permit, tent permit(s), cooking site inspections, access to fire department apparatus and emergency lighting.
- Utilities, electric, water, gas/propane, contacts, responsible parties and suppliers.
- Health, site inspections, waste management, restroom facilities inspections and maintenance.

**EXHIBIT B**

City GIS Base Map (B-1) and Aerial Map (B-2)

Premises N.C. Tax Parcel Identifier

P6NW3B 1 1 0204E

P6NW3B 1 2 0204E

P6NW3B 1 3 0204E

P6NW3B 1 4 0204E

P6NW3B 1 5 0204E

P6NW3B 1 6 0204E

P6NW3B 3 1 0204E

