

**REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM
10 EAST CHURCH STREET; BETHLEHEM, PA 18018**

**THURSDAY, JULY 27, 2023 - 5:00 PM
TOWN HALL**

AGENDA

- A. APPROVAL OF MINUTES – Meeting of March 23, 2023

- B. CASH REPORTS
 - 1. Month Ended December 31, 2022
 - 2. Month Ended January 31, 2023
 - 3. Month Ended February 28, 2023
 - 4. Month Ended March 31, 2023
 - 5. Month Ended April 30, 2023
 - 6. Month Ended May 31, 2023

- C. COURTESY OF THE FLOOR

- D. EXECUTIVE DIRECTOR REPORT

- E. ITEMS REQUIRING BOARD ACTION
 - 1. **HOTEL BETHLEHEM – LAND USE AGREEMENT** – The RDA Board has been asked to review and consider for approval the Land Use Agreement with the Hotel Bethlehem for the period of August 1, 2023 through August 15, 2023. If acceptable, this agreement can be approved via motion.

 - 2. **AMENDMENT TO COOPERATION AGREEMENT – 723 BROADWAY PROJECT** – The RDA Board has been asked to review and consider for approval Amendment Number 2 to the Cooperation Agreement between the RDA and Community Action Lehigh Valley (CALV) for the renovations to 723 Broadway. The RDA received Blight Remediation Program grant funds to be used towards the renovation of this blight certified property, which CALV is completing. Amendment Number 2 will extend the contract period from December 31, 2022 to September 30, 2024. If acceptable, this amendment can be approved via motion.

 - 3. **APPROVAL OF COST AND REIMBURSEMENTS – JULY 2023** – The RDA Board has been asked to review and consider for approval the cost and reimbursements as outlined on the July 2023 invoice summary.

- F. GENERAL DISCUSSION

- G. ADJOURNMENT

LAND USE AGREEMENT

THIS LAND USE AGREEMENT is made as of the ____ day of _____, 2023, by and between **REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM**, with an address of 10 East Church Street, Bethlehem, Pennsylvania 18018 (“RDA”) and **CHRISTMAS CITY HOTEL, L.L.C. doing business as HOTEL BETHLEHEM**, with an address of 437-449 Main Street, Bethlehem, PA 18018 (“Hotel”).

WHEREAS, RDA is recorded as owner of record of certain property located in the City of Bethlehem, Pennsylvania, as depicted on Exhibit A attached hereto and made a part hereof (“Property”), which Hotel wishes to use for the purposes hereinafter described; and

WHEREAS, RDA agrees that Hotel may use the Property for the purpose as hereinafter described on the terms and conditions hereinafter set forth.

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

1. RDA agrees that Hotel, its officers, employees, agents, servants, and professionals may use the Property for the purpose of establishing outside service which shall include the service of alcohol (the “License”) under Licensor’s Hotel Liquor License LID #44240. The service of alcohol shall be subject to approval by the Pennsylvania Liquor Control Board of Licensee’s application for temporary extension of licensed premises to include the Property.
2. Hotel shall indemnify and hold harmless RDA, its officers, employees, agents, servants, successors and assigns, regardless of any negligence on their part, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorney fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of any accident or occurrence, however caused, in or as a result of the use by Hotel of the property herein.
3. The Agreement shall extend for, and Hotel shall have access to the Property during, the period August 1, 2023 through August 15, 2023.
4. Hotel shall not make any alternations to the Property without the consent of RDA.
5. At the expiration of this Agreement, Hotel shall leave the Property in the same condition it was on the commencement date of this Agreement.
6. The Parties acknowledge that this Agreement is not a lease which may be terminated by RDA upon twenty-four (24) hours written notice to Hotel.

7. Hotel must obtain and provide proof of commercial general liability coverage and liquor liability insurance coverage under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy (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 of use of the property indicated above and (3) which insurance names the "Redevelopment Authority of the City of Bethlehem, its officers and employees" as an additional insured. To provide proof of insurance, Hotel shall furnish a Certificate of Insurance to RDA at the time of Hotel's signing and delivery of this Agreement to RDA for counter-signature.
8. In consideration for the use provided for in this Agreement, Hotel shall pay RDA a fee of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).
9. This Agreement may not be amended except by agreement in writing duly signed by authorized officers of the parties hereto.
10. If any section of this Agreement or any part of any section herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts thereof.
11. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
12. Nothing in this Agreement restricts in any way the rights, remedies, or claims, each party may have with respect to the subject property, and nothing in this Agreement shall be deemed to constitute a waiver of any such existing right, remedy, or claim, and each party expressly reserves all rights, remedies, or claims with respect to the subject property, and this Agreement is made without prejudice to any rights, remedies, or claims each party may now have or may have in the future with respect to the subject property. All such rights, remedies, or claims are preserved, and nothing in this Agreement shall operate to extinguish, diminish, or impair same.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST:

**REDEVELOPMENT AUTHORITY OF THE
CITY OF BETHLEHEM**

Title:

By: _____
Title:

[additional signatures appear on the next page]

WITNESS/ATTEST:

**CHRISTMAS CITY HOTEL, L.L.C. doing
business as HOTEL BETHLEHEM**

Title:

By: _____
Title:

EXHIBIT A

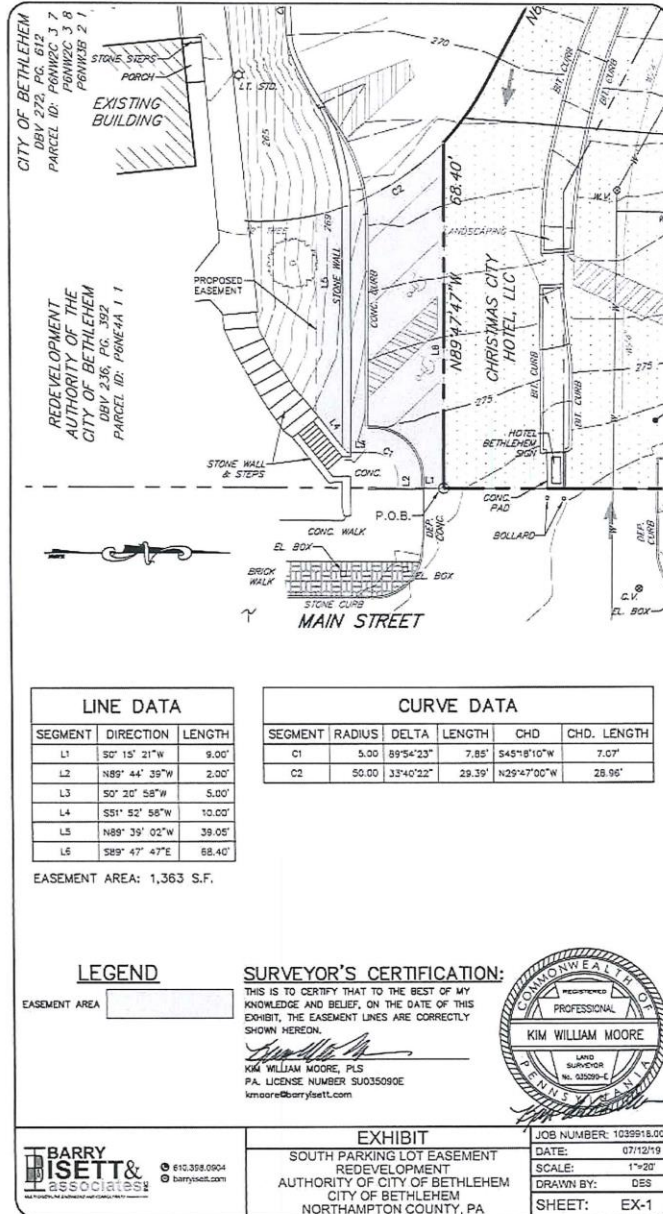
February 10, 2020

Raymond C. Geiger Real Estate

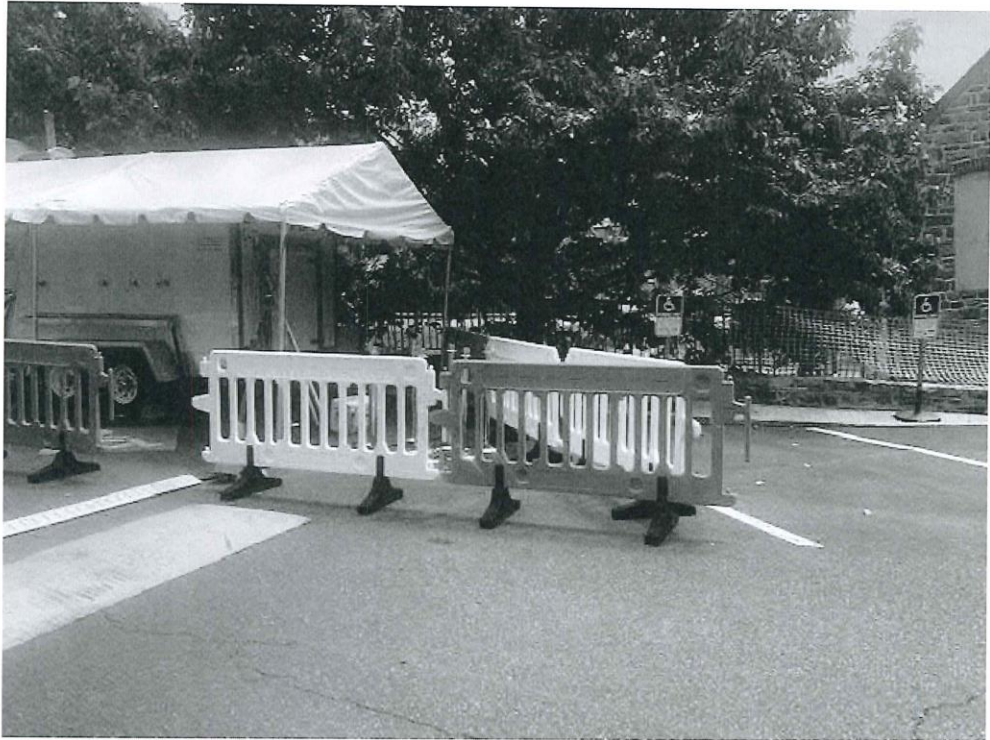
Addendum-Page i

Re: Hotel Bethlehem-south side (11) parking spaces-off Main Street, Bethlehem, Northampton County, PA

PLAN—REDEVELOPMENT AUTHORITY-1,363 SF portion-EX-1







**AMENDMENT NO. 2 TO
AGREEMENT BY AND BETWEEN
COMMUNITY ACTION COMMITTEE OF THE LEHIGH VALLEY, INC.
AND
REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM
FOR
BLIGHT REMEDIATION PROGRAM FUNDS – 2021 AWARD**

This Addendum Agreement entered into as of the _____ day of _____, 2023, by and between the COMMUNITY ACTION COMMITTEE OF THE LEHIGH VALLEY, INC. with its principal office located at 1337 East Fifth Street, Bethlehem, PA 18015 (hereinafter referred to as “CACLV”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, a state incorporated government redevelopment authority with the powers vested by Pennsylvania Redevelopment Authority law, with its principal office located at 10 East Church Street, Bethlehem, PA 18018 (hereinafter referred to as “RDA”).

WHEREAS, the RDA acquired a blight certified property, located at 723 Broadway, Bethlehem, PA 18015 (hereinafter referred to as “Property”), through eminent domain with funds paid into court on January 20, 2021; and

WHEREAS, the RDA and CACLV entered into a Cooperation Agreement, dated March 8, 2022, by which CACLV will renovate the Property by utilizing a portion of Blight Remediation Program funds made available to the RDA from the Commonwealth of Pennsylvania, through the Commonwealth Financing Authority (hereinafter referred to as “Original Agreement”); and

WHEREAS, Original Agreement was amended with the execution of Amendment No. 1 to Original Agreement, dated April 25, 2022, to clarify the division of maintenance responsibilities between CACLV and the RDA; and

WHEREAS, CACLV and the RDA agree to further amend the Original Agreement to extend the Time of Performance; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

1. Time of Performance has been extended from December 31, 2022 to September 30, 2024; and
2. All other terms and conditions of the Agreement, dated March 8, 2022, and Amendment No. 1, dated April 25, 2022, remain in full force and effect.

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

ATTEST

Secretary

REDEVELOPMENT AUTHORITY OF
THE CITY OF BETHLEHEM

By: _____

Name: _____

Title: _____

ATTEST

COMMUNITY ACTION COMMITTEE OF
THE LEHIGH VALLEY, INC.

By: _____

Name: _____

Title: _____

REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM						
SUMMARY OF AUTHORITY FUND REQUEST FOR BETHLEHEM WORKS / TIF DISTRICT PROJECT						
INVOICES FOR PROJECT COSTS						
PAID FROM TIF AUTHORITY FUND AND/OR OTHER FUNDS						
JULY 2023						
INVOICE DATE	INVOICE #	CONTRACTOR	INVOICE PERIOD	PROJECT	INVOICE AMOUNT	
SECTION I - TIF DISTRICT / ON-GOING AND MAINTENANCE COSTS						
08/31/21	51667	Green Valley Landscaping, Inc.	04/26/2021 - transmitted to RDA 04/2023 for processing	Hoover-Mason Trestle - Startup and Testing of Irrigation System - Invoice transmitted to RDA 04/2023; change in management and invoice found to have not been transmitted to RDA / RDA records do not indicate any payment having been previously issued for costs	\$ 450.00	
Total Project Costs - Payments can be made immediately following RDA Board authorization.					\$ 450.00	
SECTION II - AUTHORITY FUND REIMBURSEMENTS						
** The following costs were incurred by RDA pertaining to the Bethlehem Works / TIF District project. The RDA is paying for these costs initially from its General Fund but is requesting reimbursement from the RDA Authority Fund created under the Indenture of Trust and held with the RDA Trustee, Fulton Financial. Because these costs pertain to the TIF District project, the Authority Funds are being requested to reimburse the RDA.						
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for PPL Electric Utilities at Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (12/04/2022 to 01/10/2023)	\$ 752.58	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for City of Bethlehem Storm Sewer Fee for Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (02/2023 costs)	\$ 140.00	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for PPL Electric Utilities at Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (01/10/2023 to 02/06/2023)	\$ 990.28	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for PPL Electric Utilities at Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (02/06/2023 to 03/08/2023)	\$ 771.62	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for City of Bethlehem Storm Sewer Fee for Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (03/2023 costs)	\$ 140.00	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for PPL Electric Utilities at Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (03/08/2023 to 04/06/2023)	\$ 696.60	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for City of Bethlehem Storm Sewer Fee for Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (04/2023 costs)	\$ 140.00	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for PPL Electric Utilities at Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (04/06/2023 to 05/08/2023)	\$ 660.04	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for City of Bethlehem Storm Sewer Fee for Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (05/2023 costs)	\$ 140.00	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for PPL Electric Utilities at Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (04/06/2023 to 05/08/2023)	\$ 547.75	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for KDA Elevator Consultants, LLC for state mandated routine inspection of elevator at Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (05/2023 costs)	\$ 140.00	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for PPL Electric Utilities at Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (05/08/2023 to 06/07/2023)	\$ 547.75	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for Weiss-Schantz Agency insurance renewal for Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (05/2023 costs)	\$ 10,050.00	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for City of Bethlehem Storm Sewer Fee for Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (06/2023 costs)	\$ 140.00	
N/A	N/A	Redevelopment Authority of the City of Bethlehem (RDA General Fund)	N/A	Reimbursement to RDA General Fund for City of Bethlehem Storm Sewer Fee for Hoover-Mason Trestle, located within designated Bethlehem Works / TIF District (07/2023 costs)	\$ 140.00	
Total RDA Authority Fund Reimbursement					\$ 15,996.62	

Green Valley Landscaping, Inc.
52 Reese St.
Plains, PA 18702-1823
PH. (570) 824-8733 FAX (570) 824-4553

*PDA Received
 04/02/2023 from
 T Hanna via
 email AB*

Invoice

DATE	INVOICE #
8/31/2021	51667

BILL TO
Redevelopment Authority-City of Bethlehem Attn: Tony Hanna 10 East Church Street Bethlehem PA 18018

JOB REFERENCE
HOOVER MASON TRESTLE IRRIGATION SYSTEM

P.O. NO.	TERMS	PROJECT
	Net 30	Irrigation Systems

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
4/26/2021	STARTUP & TESTING OF IRRIGATION SYSTEM: Opened system, tested and adjusted heads, set controller and system. 6% PA. Sales Tax	1	450.00	450.00
			6.00%	0.00

THANK YOU - WE APPRECIATE THE BUSINESS.	Total	\$450.00
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Bambu, Heather M

From: Hanna, Tony
Sent: Friday, April 07, 2023 11:15 AM
To: Bambu, Heather M
Cc: Karner, Alicia
Subject: Green Valley Landscaping Invoice - August 2021
Attachments: Green Valley Invoice Hoover-Mason Trestle 2021.pdf

Heather,

Attached is an invoice from Green Valley Landscaping from August of 2021. They claim it is unpaid. Please check and if it wasn't paid can we pay it? It was for service on the Sprinkler system on the Hoover-Mason Trestle. I spoke with Ray Pasavage at Green Valley, and he says it was mailed. I never saw it, but it would have been mailed after my retirement. I gave him your contact information for future reference, but I assumed they had that. There was a management transition at Green Valley recently, so I wanted to make sure we were set moving forward. Thank you.

Tony

Tony Hanna
Consultant
Redevelopment Authority of the City of Bethlehem
10 East Church Street
Bethlehem, PA 18018

484 239-1497

thanna@bethlehem-pa.gov

bethlehemrda.com

RDA Records Reviewed -
invoice / cost not previously
paid - to be included on
next RDA mtg agenda
bb
04/07/2023