Legislation Text

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Authorizing Temple University Health System, Inc. and Hunting Fox Associates III, L.P. to construct and maintain a pedestrian bridge over and across Stokley Street, southeast of West Hunting Park Avenue, under certain terms and conditions.

WHEREAS, Temple University Health System, Inc. ("Temple Health") leases certain property from Hunting Fox Associates III, L.P. ("Hunting Fox") as the successor Landlord and present owner of certain property located in the vicinity of Stokley Street and West Hunting Park Avenue; and

WHEREAS, Temple Health and Hunting Fox desire to connect both sides of Stokley Street by way of a pedestrian bridge; and

WHEREAS, Temple Health and Hunting Fox desire to construct and maintain a pedestrian bridge over and across Stokley Street, southeast of West Hunting Park Avenue; and

WHEREAS, Temple Health and Hunting Fox have requested permission to construct and maintain a pedestrian bridge over and across Stokley Street; now therefore

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Temple University Health System, Inc. ("Temple Health"), Hunting Fox Associates III, L.P. ("Hunting Fox") and each of their successors and assigns are hereby authorized to construct and maintain an overhead pedestrian bridge, approximately one hundred forty five feet (145') in length and approximately eight feet (8') in width, having a minimum clearance of approximately fourteen feet nine inches (14'9") over Stokley Street, located as follows:

(1) The centerline of the bridge will intersect the northeasterly side of Stokley Street, approximately one hundred seventeen feet (117') southeast of West Hunting Park Avenue.

(1) The centerline of the bridge will intersect the southwesterly side of Stokley Street, approximately one hundred thirty nine feet (139') southeast of West Hunting Park Avenue.

SECTION 2. The construction, use and maintenance of the pedestrian bridge listed in Section 1 shall be in accordance with the laws, rules and regulations of the City of Philadelphia, and specifically those of the Department of Licenses and Inspections and the Department of Streets.

SECTION 3. Before exercising any rights or privileges under this Ordinance, Temple Health and/or Hunting Fox, their successors and assigns must first obtain or have their contractor(s) obtain all required permits, licenses and approvals from all appropriate departments, boards, agencies or commissions. No such department, board, agency or commission shall be required to issue any such permit, license or approval solely because this Ordinance has been enacted, it being the express intent of this Ordinance not to supersede any other provision of law governing the issuance of such permits, licenses or approvals. In addition, before exercising any rights and privileges under this Ordinance, Temple Health and Hunting Fox, their successors and assigns shall enter into an agreement ("Agreement") with the appropriate City department or departments satisfactory to the Law Department, to provide that Temple Health and/or Hunting Fox, their successors and assigns shall, *inter alia*:

(a) agree that upon one hundred and eighty (180) days notice from the City, it shall remove the pedestrian bridge without cost or expense to the City and shall restore the cartway and footways of Stokley Street at no cost and expense to the City of Philadelphia when given written notice to do so by the City of Philadelphia to accommodate a municipal or municipal sponsored construction project;

(b) furnish the City with either a bond with corporate surety in an amount required by the Department of Streets and in a form satisfactory to the Law Department to insure the compliance with all the terms and conditions of this Ordinance and the Agreement, and to protect and indemnify the City from and against all damages or claims for damages which may arise directly or indirectly as a result of the construction, maintenance or use of the pedestrian bridge or its removal, or in lieu thereof, submit documentation in a form and content acceptable to the City that Temple Health and/or Hunting Fox, their successors and assigns self-assume liabilities and obligations normally covered by Surety Bond;

(c) secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards or commissions of the City as may be required by regulation or law. No such department, board, agency or commission shall be required to issue any such permit, license or approval solely because this Ordinance has been enacted;

(d) assume the costs of all changes and adjustments to, and relocation or abandonment of City utilities and City structures wherever located as may be necessary by the reason of the construction of the pedestrian bridge;

(e) carry public liability and property damage insurance, co-naming the City of Philadelphia as an insured party, in such amounts as shall be satisfactory to the Law Department, or in lieu thereof, submit documentation in form and content acceptable to the City that Temple Health and/or Hunting Fox, their successors and assigns are self-insured and are providing the City of Philadelphia the same coverage and benefits had the insurance requirements been satisfied by an insurance carrier authorized to do business in the Commonwealth of Pennsylvania;

(f) insure that all construction contractors for the pedestrian bridge carry public liability and property damage insurance, naming the City of Philadelphia as an insured party in such amounts as shall be reasonably satisfactory to the Law Department; and

(g) give the City and all public utility companies the right of access, ingress and egress for the purpose of inspection, maintenance, alteration, relocation or reconstruction of any of their respective facilities which may lie within the public right-of-way of any affected streets.

SECTION 4. The Law Department shall include in the Agreement such other terms and conditions as shall be deemed necessary to protect the interests of the City.

SECTION 5. The permission granted to Temple Health and Hunting Fox, their successors and assigns to construct, own and maintain the pedestrian bridge described in Section 1 shall expire without any further action by the City of Philadelphia if Temple Health and Hunting Fox, their successors and assigns have not entered into an Agreement and satisfied all requirements of the Agreement that are listed in Section 3 of this Ordinance within one (1) year after this Ordinance becomes law.

SECTION 6. This Ordinance shall not become effective unless the sum of two hundred dollars ($200), toward costs thereof, is paid into the City Treasury within one hundred twenty (120) days after the date this Ordinance becomes law.