



Legislation Details (With Text)

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**Type:** Resolution      **Status:** Passed Finally

**File created:** 5/13/2016      **In control:** Committee on Land Use and Economic Development

**On agenda:** 5/17/2016      **Final action:** 9/7/2016

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**Title:** Resolution approving a Conditional Use Application under the Pittsburgh Code, Title Nine, Zoning, Article V, Chapter 911, Section 911.04.A.5 to Stephen Choder, property owner, for authorization to operate a Public Assembly (Limited) use at 7665 Lock Way West, zoned "P" Parks, 11th Ward, Council District No. 9

**Sponsors:**

**Indexes:** CONDITIONAL USE APPLICATION, PGH. CODE ORDINANCES TITLE 09 - ZONING

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
9/7/2016	2	City Council	Passed pursuant to Case Law	
9/7/2016	2	City Council	Passed Finally	Pass
8/31/2016	2	Standing Committee	Affirmatively Recommended as Amended	Pass
6/13/2016	1	Committee on Hearings	Public Hearing Held	
5/25/2016	1	Standing Committee	Held for Cablecast Public Hearing	Pass
5/17/2016	1	City Council	Read and referred	

Resolution approving a Conditional Use Application under the Pittsburgh Code, Title Nine, Zoning, Article V, Chapter 911, Section 911.04.A.5 to Stephen Choder, property owner, for authorization to operate a Public Assembly (Limited) use at 7665 Lock Way West, zoned "P" Parks, 11<sup>th</sup> Ward, Council District No. 9

**Whereas**, the Planning Commission of the City of Pittsburgh has made certain findings with regard to the conditional use application for the Public Assembly (Limited) use located at 7665 Lock Way West;

**Whereas**, the Planning Commission of the City of Pittsburgh has recommended approval of this application for Conditional Use;

**Whereas**, City Council has reviewed the record of the Planning Commission and herewith adopts the findings and recommendations of the Planning Commission;

**Now; therefore, be it resolved by the City Council of the City of Pittsburgh as follows:**

**Section 1.** Upon a review of the record of the record as provided by the Planning Commission of the City of Pittsburgh, it is herewith affirmed that the proposed conditional use has properly met the standards as provided in the Pittsburgh Code Section 922.06.E.1 and that the following criteria was considered:

- a) That the development will not create detrimental visual impacts, such that the size and visual bulk of the proposed development is determined to create an incompatible relationship with the surrounding built environment, public streets, open spaces and land use patterns;
- b) That the development will not create detrimental transportation impacts, such that the proposed development is determined to adversely affect the safety and convenience of residential neighborhoods or of vehicular and pedestrian circulation in the vicinity of the subject tract, including traffic reasonably expected to be generated by the proposed use and other uses in the area given the existing zoning, land uses and proposed land use in the area;
- c) That the development will not create detrimental transportation impacts, such that the proposed development will result in traffic volumes or circulation patterns that exceed the capacity of streets and intersections likely to be used by traffic to and from the proposed development;
- d) That the development will not create detrimental operational impacts, including potential impacts of hours of operation, management of traffic, servicing and loading operations, and any on-site operations associated with the ongoing functions of the use of the site, in consideration of adjacent and surrounding land uses which may have differing sensitivities to such operational impacts;
- e) That the development will not create detrimental health and safety impacts, including but not limited to potential impacts of noise, emissions, or vibrations from the proposed development or functions within the proposed site which would otherwise affect the health or safety of other as a direct result of the operation of the proposed use;
- f) That the development will not create detrimental impacts on the future and potential development of parcels in the vicinity of the proposed site of the development;
- g) That the development will not create detrimental impacts on property values.

**Section 2.** Under the provisions of Section 911.04.A.5 of the Pittsburgh Code, approval is hereby granted to Stephen Choder, property owner, for authorization to operate a Public Assembly (Limited) use at 7665 Lock Way West, zoned "P" Parks, 11<sup>th</sup> Ward, Council District No. 9, City of Pittsburgh, in accordance with Conditional Use Application No. 750 and accompanying site plan and drawings filed by Stephen Choder, which are on file in the Office of the Zoning Administrator, Department of City Planning, and which are incorporated herein by reference thereto, subject to the following conditions:

- a. Applicant shall apply and receive approval for off-site parking, as per Zoning Code parking count requirements and approval requirements, as necessary, prior to approval of an application for a Certificate of Occupancy;
- b. Applicant shall meet any on-site requirements for loading and accessible parking spaces prior to issuance of a Certificate of Occupancy;
- c. Applicant shall meet applicable Zoning Code limits relative to noise;
- d. Applicant shall submit a drop off, pick up, and loading operations plan to be reviewed and approved by the Department of City Planning and Department of Public Works; and
- e. Occupancy shall be limited to events with no more than 125 patrons.

### Section 3. Memorandum of Understanding

This Memorandum of Understanding entered into this 11th date of June 2016 by and between Joann E. Noble and Stephen E. Choder residing at 7665 Lock Way, Pittsburgh, PA 15206 (“Owners”) and Highland Park Community Council (“HPCC”)

WHEREAS, Owners are seeking a Conditional Use request to establish and operate an event space (“Choderwood”) that will be rented by others for events and retreats on the real property known and numbered as 7665 Lock Way, Pittsburgh PA 15206 [Lot & Block 122-K-50] (“Property”);

WHEREAS, the Board of Directors of HPCC has voted on and agreed to support Owners in their efforts to open the proposed Choderwood on the Property, subject to the provisions of this Memorandum of Understanding (“MOU”).

WHEREAS, this MOU sets forth the terms and conditions required by the HPCC for its support.

THEREFORE, intending to be legally bound, the parties agree to the following terms and conditions governing the operation of Choderwood by Owners:

Owners will use all reasonable efforts to operate Choderwood with due regard for the Property’s setting in a park zone, and in such a manner as to limit its impact on neighboring properties, with particular regard to noise generation and the limited parking available.

Choderwood may be rented for events to be attended by no more than 100 persons. This guest limitation will remain in effect until Owners are able to purchase adjacent property or receive written approval for expanded use from adjacent property owners that shall specifically include “event space” as a permitted use. At such time, size limits will increase to 125 persons.

All events on weekdays will have amplified music end at 10:00pm and conclude no later than 11:00 pm. All events on weekends will have amplified music end at 11:00pm and conclude no later than Midnight.

Owner’s will designate a smoking area within the boundaries of the Property and make reasonable efforts to limit guests from loitering outside any fenced-in areas except for parking shuttle drop-off and pick-up during events.

Owner’s Conditional Use request is only for the Property. Accordingly, all events will be limited to the Property and guest access to any areas outside the Property will be limited by signage and reasonable barriers where possible. Guests will not be permitted to use the fire pit that is not located on the Property during events.

Owners will establish a parking plan for off-site parking, and will make reasonable efforts to obtain leases for off-site parking space in order to provide for reasonably anticipated number of cars and guests that will attend events at Choderwood. Any such parking plan will include parking locations and plans for the staff and employees of Choderwood during events. Owners will submit parking plan to HPCC and the terms of any parking leases for off-site parking.

Choderwood will be open for events from May 1<sup>st</sup> through October 1<sup>st</sup>. Owners will limit the number of

compensated (rented or paid-for) events of more than 60 guests to 10 per season and the number of non-compensated events of more than 60 guests to 5 per season, for a total of no more than 15 events of more than 60 guests per season.

Prior to April 30<sup>th</sup> of each year, Owners will provide HPCC with a list of currently-scheduled events of more than 60 guests for the upcoming season. Any additional events of more than 60 guests scheduled after the initial list has been submitted will be provided to the HPCC at the earliest possible time.

Owners will make reasonable efforts to limit daily business activities to the hours of 6:00 am through 11:00 pm, inclusive. In this regard, HPCC understands that maintenance activities, particularly those arising on an unanticipated or emergency basis, may need to be performed at hours other than those stated herein.

Guests will be prohibited from setting off fireworks or releasing balloons and/or sky lanterns during events.

Owners do not own and will not apply for a liquor license for Choderwood.

Choderwood will not be made available for overnight guest rentals.

Within the parameters of this MOU and subject to its conditions, HPCC will support Owners' efforts to obtain a Conditional Use request to establish and operate an event space on the Property. Any additional zoning or land use permit applications advanced by Owners should be discussed with HPCC and agreed upon by the parties before any application is made.

If the intention of Owners changes from what is stated in this MOU in the future, the HPCC reserves the right to withdraw its support.

If the City of Pittsburgh passes new riverfront zoning requirements that invalidate any portion of this MOU, the parties will discuss modifying the MOU to conform to the new zoning requirements. If the parties are unable to reach an agreement on the MOU's modification after new riverfront zoning requirements are passed, this MOU will become null and void.

NOW THEREFORE, the parties have executed this Memorandum of Understanding, on the date set forth above.

Original on file was signed by Joann E. Noble

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Joann E. Noble, Owner

Original on file was signed by Stephen E. Choder

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Stephen E. Choder, Owner

HIGHLAND PARK COMMUNITY COUNCIL (HPCC)

Original on file was signed by Monica Watt

By: \_\_\_\_\_

Monica Watt, President