



## Legislation Details (With Text)

**File #:** 2014-0709      **Version:** 3  
**Type:** Resolution      **Status:** Passed Finally  
**File created:** 8/4/2014      **In control:** City Council  
**On agenda:**      **Final action:** 10/7/2014  
**Enactment date:** 10/7/2014      **Enactment #:** 635  
**Effective date:**

**Title:** Resolution requesting the approval of an inter-municipal transfer of restaurant liquor license, License No. R-9716 from Palmieri's Restaurant Incorporated, P.O. Box 0176, 101 Penn Plaza, Turtle Creek, PA 15145, to the Applicant, Fifty First Street, LLC, for the premises located at 242 51st, Pittsburgh, PA 15201, restaurant known as Spirit., pursuant to amended Pennsylvania Liquor Code, §4-461.

**Sponsors:**

**Indexes:** INTER-MUNICIPAL TRANSFER

**Code sections:**

**Attachments:** 1. 2014-0709.docx, 2. 2014-0709 VERSION 2 .doc, 3. 2014-0709 VERSION 3.doc

Date	Ver.	Action By	Action	Result
10/7/2014	3	City Council	AMENDED	Pass
10/7/2014	3	City Council	Passed Finally, As Amended	Pass
10/1/2014	2	Standing Committee	AMENDED	Pass
10/1/2014	2	Standing Committee	Affirmatively Recommended as Amended	Pass
9/25/2014	1	Committee on Hearings		
9/25/2014	1	Committee on Hearings	Public Hearing Held	
9/3/2014	1	Standing Committee	Held for Cablecast Public Hearing	Pass
8/4/2014	1	City Council	Read and referred	

..title

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WHEREAS, the Council of the City of Pittsburgh does hereby voice its support for the attached mutual agreement between Lawrenceville United/Lawrenceville Corporation and Fifty-first Street LLC with regard to the following intermunicipal liquor license transfer into the City of Pittsburgh.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Council of the City of Pittsburgh hereby endorses the request for approval of an inter-municipal

transfer of a restaurant liquor license, License No. R-9716 from Palmieri's Restaurant Incorporated, P.O. Box 0176, 101 Penn Plaza, Turtle Creek, PA 15145 to the Applicant, Fifty First Street, LLC for the premises located at ~~420~~ 242 51st, Pittsburgh, PA 15201, known as Spirit, restaurant pursuant to amended Pennsylvania Liquor Code, §4-461.

## Section 2. Request for Approval

Fifty First Street, LLC - which has a mailing address of ~~420~~ 242 51st, Pittsburgh, PA 15201, submitted a request for approval of an inter-municipal transfer of a restaurant liquor license, License No. R-9716, which is currently registered to Palmieri's Restaurant Incorporated, P.O. Box 0176, 101 Penn Plaza. Turtle Creek, PA 15145. Fifty First Street, LLC desires to place a restaurant liquor license into premises known as “Spirit” and numbered ~~420~~ 242 51st Street, Pittsburgh, PA 15201. The proposed interior of the premises will comprise approximately 9300 square feet of floor area.

## Section 3. Public Hearing

City Council shall set a date for Public Hearing for the purpose of receiving comments and recommendations of interested individuals residing in the City of Pittsburgh concerning Fifty First Street, LLC's intent to transfer the above restaurant liquor license.

## Section 4. Approval or Denial of Request

After the Public Hearing, which was held September 25, 2014 and within 45 days of the introduction of this Resolution, City Council shall render a decision to approve or disapprove Fifty First Street, LLC's request for inter-municipal transfer of a restaurant liquor license. City Council must approve Fifty First Street, LLC's request unless it finds that approval would adversely affect the welfare, health, peace and morals of the City of Pittsburgh or its residents.

## Section 5. Attached Mutual Community Agreement

Lawrenceville Community (LC/ LU)/ Fifty-first Street LLC Community Agreement  
September 22, 2014

As part of the community conversation on September 3, 2014, the Fifty-first Street, LLC presented potential plans for the proposed Spirit Lodge, Spirit Hall, Slice Island Pizzeria, and Spirit Garden.

Residents and stakeholders raised concerns and issues regarding the impact of the proposed plans on the adjacent community. Given the size of the venue and establishment, and the immediately adjacent residential

area, the community groups have worked with Fifty-first Street, LLC to outline terms and conditions that could mitigate the negative impact of the business on the adjacent and existing community. The community would like the conditions and terms to be attached to any approval or license sought and acquired by Fifty-first Street, LLC for 420 242 Fifty-first St., Pittsburgh, PA 15201.

The following terms have been mutually agreed upon by Lawrenceville Corporation, Lawrenceville United, and the owners of Fifty-first Street, LLC.

. Overall Project:

- a. Occupancy will be confirmed by the City of Pittsburgh as part of the site plan review and zoning approval processes. LU and LC will participate in the final site plan review with CDAP/ City Planning.
- b. RAMP Training
  1. All managers will be RAMP certified, there will always be at least one RAMP-certified manager on duty at all times.
  2. All employees will become RAMP certified within 90 days of employment.
- c. The owners will agree to meet with LU and LC quarterly to review performance and concerns.
- d. No glass take-out beer or 40 oz. beverages will be sold.
- e. Recyclable materials will not be taken out any later than 11 pm, and no earlier than 7 am.
  1. All garbage and recyclable materials will be removed from the Spirit Hall the morning following the event, and not removed from the back door the evening of the event.
- f. The business will recycle.
- g. The business will be non-smoking (lodge, hall), and there will be a designated area for smokers. For the hall - smokers will be directed to 51st Street. Cigarette urns will be purchased and available for smokers.
- h. Dumpsters will be located within the parking lot and fenced in as a separate corral.

. Outdoor Patio (Area at rear of Spirit Lodge along 50th Street):

- a. Hours of operation on the patio (at rear of Spirit Hall, and located along 50th Street) will be limited during weeknights (Sun - Thurs) and will close at 11pm, and Weekends (Fri - Sat) 12 am.
- b. No amplified sound or speakers on the patio after 10 pm.
- c. Screening / soundproofing will be installed along the fence at 51st Street to eliminate noise and impact on Hatfield St. residents. Sound will not be heard outside of the property. The specifics of the soundproofing being installed are attached.
- d. The steps at the rear of the parking lot will be fenced off to deter individuals from entering or exiting the site directly onto Hatfield Street. Steps to Paper Street Place will stay open for public use.
- e. Fifty-first Street, LLC will provide a final landscape design plan to LU and LC and will meet all city specs as outline in the code for the property and its use.

. Spirit Lodge (1st Floor bar/ kitchen space):

- a. There will be no amplified sound (entertainment) after 2:00 am within the Spirit Lodge.
- b. There will be an ID system in place to ID and count the number of individuals in the Lodge.
- c. Owners/ managers will record occupancy and make note when at capacity - regular occupancy counts will be shared with community or public safety agencies.

d. The hood/ fan will be directed towards the roof.

. Spirit Hall (Upstairs hall used for special and private events):

- a. Soundproofing will be implemented along rear / 50th Street side and throughout the building to block any sound from being heard outside of the building. Specs to be followed and implemented prior to opening are outlined and attached to this agreement.
- b. Fifty-first Street, LLC agrees to revisit sound attenuation measures if sound remains an issue after initial soundproofing
- c. The rear emergency exit door will be closed at all times unless there is an emergency, and will not be used for loading or unloading after 10pm or prior to 7 am.
- d. Any loading and unloading after 10 pm will take place from the front of the Moose (and not in rear).
- e. Food trucks will park along 51st Street in front of Spirit Lodge.
- f. Events/ Rentals - The following terms will be outlined in the rental agreement used by Spirit Hall and Fifty-first Street, LLC for all events. All terms must be met by any renter or user for all private events. Fifty-first Street, LLC will also follow these guidelines for any of their own events:
  1. System/ plan for crowd disbursement for large events will be outlined in operational plan/ rental agreement and a commitment to follow as defined will be made by all renters and users of the hall.
  2. Security requirements based on size and type of event will be included as part of a requirement and agreement (One security officer/ 100 people)
  3. Sunday - Wednesday events will end at 1:00 am, unless the following day is a holiday. All other events will end by 2:00 am.
  4. Parking plans will be identified for events over 200 people, and the users/ renters will identify areas where individuals can park. Parking will be encouraged within the lot, and on commercial and public streets. Security will help to identify parking for patrons, as well as manage crowd disbursement after events.
  5. Any amplified music will be off by 2:00 am.
  6. Provision in agreement regarding occupancy - all renters and users of the space will be held to the city-approved occupancy standards.

. Garden (Paper Street that connects 50th and 51st Streets, and is now maintained by community).

- a. Fifty-first Street, LLC will work with community to confirm plans for the space.
- b. Community will help to implement and maintain.