



05/19/21

Ms. Cheri Smith, City Clerk
 City of Key West
 1300 White Street
 Key West, FL 33040

**RE: 951 Caroline Street
 Applicant Response to Planning Board Staff Report**

Dear Ms. Smith:

This letter is in response to the Staff Report filed by the Planning Department for the above-mentioned item appearing on the 05/20/21 Planning Board Agenda. I respectfully request this response be included with the agenda item for the public record.

The staff report contains a number of inaccuracies as identified below:

Staff Report Statement No. 1: Major Modification to a Major Development Plan and Conditional Use - 951 Caroline Street - (RE# 00002970-0000). - A request to amend a parking agreement for a Major Development Plan and Conditional Use approval ... (pg. 1)

Applicant Response – Staff Report statement mischaracterizes and overstates the Applicant’s request as a “Major Modification” when in fact we are seeking a change to a specific condition to terminate the parking agreement associated with the 2013 redevelopment approval. As a result, the Planning Department is applying the wrong code sections for their review and recommendations. Changes to specific conditions of an approval are regulated pursuant to Sec. 108-91.C.4.¹

A 2020 Parking Study concluded that West Marine requires a maximum of 7 parking spaces, not the LDR-required 45 spaces. The study’s results confirm Conch Harbor’s experience that none of the Grinnell Street parking spaces are required as evidenced by the fact that neither West Marine nor Conch Harbor have ever needed to utilize parking at the Grinnell St. parking garage.

Staff Report Statement No. 2: In 1999 the development expanded to a marina with accommodations, retail, restaurants, and parking. The development expanded again in 2012 to a marina with accommodations, expanded retail, restaurants, and parking. Today, Conch Harbor Marina has 18 active business tax receipts including; [*sic*] 50 marina slip rentals, a commercial parking lot, charter boat(s), retail, professional services, public services/regulatory services, and food services. ... (pg. 2)

Applicant Response: Staff Report statement is inaccurate.

1. The 2012 redevelopment approval only allowed the West Marine store and associated parking (5 new onsite auto parking and 123 bike spaces). The approval did not seek nor approve “accommodations, expanded retail, [or] restaurants”.
2. The property has only 43 slips.

Staff Report Statement No. 3: License No. 25767. Updated Business Tax Receipt. – Approval of an increase in marina slip rentals from 27 to 50 slips. An increase in dockage size and slips should have resulted in an increase in parking requirements. (pg. 2)

Applicant Response – Staff Report Statement is inaccurate.

1. This BTR allowed Conch Harbor to manage existing slips, it did not increase slips.
2. Parking for marinas is dependent on the number of slips, not slip size nor management style.

Staff Report Statement No. 4: CC Res. 95-324. Development Agreement. – Agreement to rehabilitate and reconstruct a fueling station onsite, and an easement for public access on the east and water side of the property. A variance was applied for in October of 1995 for parking, to allow 86 parking spaces for the marina uses and the various smaller commercial uses surrounding the parking lot. The marina expanded from 10 slips in 1995 to the current 25 slips in 1996. It is unclear why the expansion was not met with an additional parking requirement. The parking required for a wet slip is 1 space per liveboard boat, 1 space per 4 pleasure boats stored on site, and/or 1 space per 3 passengers based on the total capacity of commercially licensed vessels. (pg. 2)

Applicant Response: Staff Report Statement is inaccurate. Res. 95-324 was a Preliminary Development Agreement; it did not include variances to parking, nor an expansion of marina slips. It did, however, predate the current parking code. Further, the 1999 development approval included an accounting of the parking required inclusive of the marina uses.

Staff Report Statement No. 5: PB Res. 2012-51 ...The total required parking on-site is 102 spaces; 71 auto spaces were required, and an additional 31 auto spaces were substituted by 123 required on-site bicycle spaces. (pg. 2)

Applicant Response: Staff Report Statement is inaccurate from a technical perspective. Res. 2012-51 does not address the parking requirements or parking variance of the development. Res. 2012-52 was a variance, not a bicycle substitution. The 2012 West Marine Redevelopment originally contemplated a bicycle substitution but a standard parking variance was ultimately approved.

Staff Report Statement No. 6: CC Res. 12-362. Major Modification to a Major Development Plan. – Approval of a parking agreement of 49 spaces for staff and customer over-flow. With the use of the City's Parking garage, Conch Harbor would have the use of 151 parking spaces; 71 off-street spaces at conch harbor, 31 auto spaces substituted by 123 required on-site bicycle spaces, and 49 auto-spaces at the City Park-n-Ride. (pg. 3)

Applicant Response: Staff Report statement is inaccurate.

1. Res. No. 12-362 approved a 31-space parking agreement, not 49 (the 49-space agreement resulted from the use of an erroneous accounting document, provided to the city by the applicant at the time). This has been clarified many times during this process, but the Planning Department continues to publish the incorrect information.
2. The total parking required was 102, not 151.
3. There was no bicycle substitution approved for this property.

Staff Report Inaccuracy No. 7: The applicant is applying for a major modification to a Major Development Plan. Planning Board is to review the project in its entirety, per Section 108-91 (3.) and place any new conditions, edit current conditions, or delete any conditions they deem appropriate. (pg. 3)

Applicant Response: Staff Report statement is inaccurate. As stated above in No. 1 the Staff Report statement mischaracterizes and overstates the Applicant's request as a "Major Modification" when in fact we are seeking a change to a specific condition to terminate the parking agreement associated with the 2013 redevelopment approval. As a result, the Planning Department is applying the wrong code sections for their review and recommendations. Changes to specific conditions of an approval are regulated pursuant to Sec. 108-91.C.4.

Staff Report Inaccuracy No. 8: The 2020 Parking Study – The study is problematic; it does not offer any data to indicate how many customers walked in the West Marine door. It does not offer any data to indicate how many West Marine or Conch Harbor customers parked in the Park-n-Ride. It does not offer any data to show if any of the surrounding on-street or off-street parking was used for customers coming to West Marine or Conch Harbor, it does not indicate how the customers came to the store, i.e. walking, boat, bike, car, etc. (pg. 3)

Applicant Response – The 2020 study is a parking study as contemplated by the 2013 Parking Agreement. The study is expressly not a trip generation study nor a trip modal analysis, which are not requirements of the agreement nor would they shed light on the parking situation at West Marine.

Staff Report Inaccuracy No. 9: Parking for Marina Uses and dockage – The parking for the 50 marine boat slips were not taken into account in the 1999 major development plan, the 2012 major development plan, nor the 2013 parking agreement. (pg. 3)

Applicant Response: Staff Report Statement is inaccurate.

1. There are 43 slips.
2. The 1999 Development Plan did account for parking for the slips as depicted on the approved plans.
3. The property is located within the Parking Waiver Zone.

Staff Report Inaccuracy No. 10: The traffic study did not include data to show if any of the City's parking garage spaces were used by West Marine customers. ... The Conch Harbor parking garage sign does not specify that West Marine parking is complimentary. Furthermore, the City Parking Garage and the Conch Harbor parking garage are both about 180-feet away from West Marine's front door. With the lack of signage, and residents being able to park free at the City Garage, its likely people would park in either lot if they were going to West Marine or Conch Harbor as a whole. (pg. 4)

Applicant Response: Staff Report statement inaccurately describes facts.

1. As mentioned above the Parking Agreement requires a follow up "Parking Study" not a trip generation study nor a trip modal analysis.

2. West Marine's parking spaces were never required to be "complimentary", though they are in fact complimentary.

Staff Report Inaccuracy No. 11: The applicant is applying to amend the 2013 Parking Agreement by showing that the parking impacts of the West Marine are not enough to warrant reserving spaces in the City park-n-ride. However, the applicant's study was not structured solely to accommodate West Marine. The Parking Agreement was structured to accommodate all parking requirements associated with all commercial uses at 951 Caroline Street. Conch Harbor Marina currently reserves 49 spaces in the City park-n-ride for customer over-flow and employees. The 2020 Parking Study did not factor in if any of the spaces in the Park-n-Ride were used by West Marine customers or employees. The 2020 Parking Study did not factor in how many customers came into and out of the stores, and did not factor in how those customers came to the store, by car, by bike, by foot, by boat, etc. The Department does not find that the Parking Study shows a body of evidence to amend or dissolve the 2013 Parking Agreement. (pg. 4)

Applicant Response: Staff Report analysis is faulty and based on incorrect facts.

1. The 2013 Parking Agreement differentiates West Marine from the rest of Conch Harbor, expressly by identifying West Marine as the "redevelopment" and the rest of the Conch Harbor as the "existing development". The second parking study contemplated by the Agreement expressly calls for a study of West Marine alone (as the "redevelopment").
2. The 2020 Parking Study did factor in the use of the parking garage. As previously stated, neither West Marine nor Conch Harbor have ever needed to use the Grinnell St. parking garage, this information has been provided to the Planning Department several times, but the Department continues to ignore this fact.
3. As previously stated, the 2020 study is, by requirement and design, a parking study, not a trip or modal study.

Staff Report Inaccuracy No. 12: The [parking] worksheet should be amended to remove the auto-equivalent column, include the variance of 42 off-street parking spaces, and include all commercial uses on the property including the marina uses. Despite the errors, the total parking needed for the entire Conch Harbor Marina should be relatively the same as the final calculations made in the worksheet. (pg. 6)

Applicant Response: The parking worksheet utilized in the 2013 agreement is, unfortunately, erroneous and inaccurate. Notwithstanding, the 2020 parking study shows the spaces in the Grinnell St. garage are not used nor needed.

Staff Report Inaccuracy No. 13: Footnote Regarding "Parking Waiver Zone Reduction" – Staff recognizes this as approved by the Planning Board, but it has no basis in the Code. (pg. 6)

Applicant Response: The Parking Wavier Zone is the long-established common name for the "Historic Commercial Pedestrian-Oriented Area" (Sec. 108-573).

Staff Report Inaccuracy No. 14: Planning Dept.'s Revised Parking Worksheet. (pg. 7)

Approval	Total spaces required
Addition of Parking for Marina Use	29
Total parking required with Marina Uses	131

-and-

The 2013 parking agreement is an agreement for the entire Conch Harbor Marina LLC development. As noted above, the parking agreement has not taken into account the 50 wet slips the Marina rents to pleasure boats, charter boats, or liveaboards. The 2013 parking agreement reflects the documented history of the Property's unique parking impacts, the data and analysis collected from the 2012 parking study, and the current code requirements. (pg. 7)

Applicant Response: Staff Report statement relies on inaccurate facts. All uses on the property, including the slips, have been previously accounted for and analyzed in the past approvals. This request deals with the parking analysis and subsequent agreement for the most recent redevelopment project only – West Marine.

Staff Report Inaccuracy No. 15: The parking agreement states that "A second parking study shall be performed after the redevelopment is in operation (not less than 3 years or as the City deems appropriate) to evaluate the parking impacts on the redevelopment." The applicant has called the West Marine expansion the "anchor" for the surrounding area as it was billed as West Marine's two-million-dollar flagship store. The addition of the West Marine expansion was a major redevelopment for the entire Conch Harbor Marina complex. Therefore, a second parking study should have been performed in the same vein as the comprehensive 2012 parking study, looking at the complex in its entirety instead of a mere 13 off-street spaces that were surveyed in 2020. ... (pg. 7)

Applicant Response: The Staff Report draws incorrect and baseless conclusions. As mentioned above, the 2012 redevelopment as well as the 2013 Parking Agreement differentiates West Marine from the rest of Conch Harbor, expressly identifying West Marine as the "redevelopment" and the rest of the Conch Harbor as the "existing development". The Parking Agreement expressly calls for a parking study of the "redevelopment" alone.

Staff Report Inaccuracy No. 16: Throughout the 2012 variance and major development process, the 50 marina boat slips were not factored into the required parking total. (pg. 9)

-and-

Absent again from the calculations for the new parking agreement were the 50 marina boat slips. (pg. 9)

Applicant Response: Staff Report statement inaccurately describes facts. Contrary to the Planning Department's statement, the parking associated with the existing slips were

factored into the original 1999 development plan approval as depicted on the approved plans.

Staff Report Inaccuracy No. 17: City's Proposed updated parking agreement. (pg. 12)

Type	Spaces proposed
Current amount of parking required to be reserved at the City Park n Ride	49 spaces in total
Amount of parking required to be reserved with factoring in variance for PB Resolution 2012-52	31 spaces in total
Amount of additional parking required with factoring in the 50 marine boat slips	29 spaces in total
Total Proposed Parking Spaces to be Reserved at the City Park n Ride	60 spaces in total
Total Current Parking Agreement	49 spaces in total
Total change between the Current Parking Agreement and the proposed revised parking agreement	+11 additional space

Applicant Response: Staff Report accounting is inaccurate and misleading.

1. City commission required 31 spaces in the Grinnell St. Garage. As previously stated, and repeatedly provided to the Planning Department, the 49 spaces in the current agreement results from an erroneous accounting document mistakenly provided to the City in 2013.
2. West Marine has, according to code and approval, a deficit of 32 on-site spaces.
3. The 2020 Parking Study finds West Marine functionally requires 7 spaces, not the 45 as predicted by the LDRs.
4. Parking for the existing slips was factored into the original 1999 approval.
5. The most recent study based on empirical data shows 0 spaces are required in the garage.

Thank you for your consideration.

Sincerely,



Owen Trepanier

ⁱ 108-91.C.4.Changes to specific conditions required by the original approval shall require approval by the administrative body that originally approved the development and shall be noticed in accordance with division 2 of article VIII of chapter 90.