
MEMORANDUM

TO: JEAN FRASER, CITY OF PORTLAND
FROM: TODD ALEXANDER, RENEWAL HOUSING ASSOCIATES, LLC
SUBJECT: PARKING, ONEJOY PLACE LLC SITE PLAN APPLICATION
DATE: JULY 31, 2017
CC: MICHAEL TADEMA-WIELANDT

Dear Jean:

This memorandum is intended to address the parking demand, parking standards and parking management plan for our 12-unit condominium development at 1 Joy Place.

To summarize the information contained in this memorandum, we request that the Planning Board utilize the discretion granted to the board under Sec 14-332.1.(k).3) to make a determination that the project meets its site plan parking requirements by providing a total of 11 parking spaces, 2 of which are in a tandem orientation. We believe that the 11 spaces adequately meet the parking needs of the project due to the unique conditions described herein.

PARKING DEMAND:

The Planning Board requested data on parking usage to estimate the potential demand for parking at 1 Joy Place. We surveyed a number of comparable properties and collected the following data on parking for one-bedroom, rental and for-sale properties:

Market Rate Rental Property, West End: Three (3) out of 24 1BR renters 'opted out' of the opportunity to rent a designated parking space that was available for their unit.

Market Rate Rental Property, West End/Arts District: Five (5) out of 52 existing 1BR and Studio renters did not require a parking space that was available for lease with their unit.

Mixed Income Rental Property, West End/Downtown: Three out of 43 units do not have a designated parking space. A 'natural screening' takes place and the units routinely stay 100% occupied by renters who do not have cars.

Market Rate For-Sale Project, East End: Two out of 12 1BR condo purchasers opted not to purchase a parking space available for their unit.

The above data suggest that the typical parking demand for one-bedroom, market rate housing products on the peninsula is .9 spaces per housing unit. In other words, approximately 90% of one-

bedroom households require a parking space. We believe the demand for parking spaces at 1 Joy Place will likely be at or below the average demand for the following reasons;

1. The units at Joy Place are small and intended to appeal predominantly to single-person households. All of the condos are one-bedroom units, 9 of which are less than 600 SF.

2. The prices for condominiums at 1 Joy Place will be affordable to households in the 100% to 120% AMI range. This target market—middle income, one-person households—are more likely to not own a car, or are more likely to be attracted to a housing opportunity in which a car is not necessary.

3. The property is located in close proximity to a UHaul Carshare location (corner of Pine and Brackett) and regional Metro bus stops.

4. The property is located within walking distance of major employment centers, including downtown Portland and the MaineMed and Mercy campuses.

5. The property will appeal to buyers who use bikes as their primary transportation, by providing both indoor and outdoor secure bike storage areas.

PARKING SITE PLAN REQUIREMENTS AND STANDARDS:

Parking requirements for the proposed development can be met by one, or a combination, of the following options;

A. provision of on-site parking spaces at a ratio of 1 space per housing unit

B. payment of a fee in lieu

C. provision of a shared-use vehicle, with one shared-use vehicle equaling 6 (50%) of the required parking spaces

D. off-site parking spaces, located within 1,500 feet of the proposed development site, provided the spaces are controlled by deed or lease of no less than 5 years. Note, per Sec 14.334a, it appears that these spaces do not have to be available for full-time use.

E. establishment of different parking requirements by the Planning Board based on unique conditions that result in a lesser parking demand than the existing parking requirement of one space per unit. (Sec 14-332.1.(k).3)

Based on the parking demand information gathered from other properties, as well as the specific characteristics of the resident profile at Onejoy, we believe that the actual parking demand will be ten to eleven spaces. We request that the board, under Sec. 14-332.1.(k).3, establish a parking requirement for the project that consists of a total of eleven (11) on and off-site parking spaces, two of which can be provided in a tandem orientation. Onejoy will meet its parking requirement through the following;

1. Three (3) on-site parking spaces, two (2) of which are in a tandem orientation.
2. A long-term lease for eight (8) parking spaces located at 699 Congress Street. Enclosed is a signed Letter of Intent between Onejoy Place LLC and a private parking lot owner and operator.

PARKING MANAGEMENT PLAN:

We will employ the following Parking Management Plan to administer the use of a) Joy Place private driveway, b) the on-site parking spaces and c) the off-site parking lease.

Joy Place driveway: Joy Place is a private right of way in which four property owners have easements recorded with their deed allowing for the right to use Joy Place to access their respective properties. Onejoy Place LLC is one of the four property owners. Each property owner's deed states that Joy Place must remain open and unobstructed forever. We will enforce this requirement through the following steps; i) posted signs along Joy Place indicating no parking, fire access and ii) provisions in the Condominium Declaration and Association Bylaws stipulating that parking is not allowed on Joy Place. As part of our site plan, an off-street parking spot for one of the abutters, 165 Brackett, will be improved to comply with city parking standards to limit the potential for vehicles utilizing that space to impede access on Joy Place.

On-Site Parking Spaces: The use of the on-site spaces will be as follows;

Space #1: Available for sale on a first-come, first-serve basis to a buyer of any unit at the property.

Spaces #2 and #3 (Tandem Block): Available for sale on a first-come, first-serve basis to a buyer of unit 1A, 1B, 1C or 1D. (1st floor, ADA accessible units).

Off-Site Parking Lease: The association will enter into a lease agreement for the provision of eight (8), off-site parking spaces prior to receiving a certificate of occupancy for the project. The lease agreement will have a 5-year term with an option to renew. Once the lease agreement is effective, the declarant, Onejoy Place LLC, will be responsible for the lease payments on all spaces until units are sold and parking spaces are reserved. Only association members who utilize off-site parking will be responsible for an additional parking fee in their monthly dues. Onejoy Place LLC will be responsible for any lease payments for unreserved parking spaces for the balance of the lease term in order to ensure that the association will meet its obligations under the agreement to lease the required eight (8) parking spaces.

CONFIDENTIAL

TO: TOM WATSON, PORT PROPERTY MANAGEMENT
FROM: TODD ALEXANDER, RENEWAL HOUSING ASSOCIATES LLC
SUBJECT: LETTER OF INTENT FOR PARKING, ONEJOY PLACE LLC
DATE: AUGUST 1, 2017

Dear Tom:

Thank you for meeting by phone to discuss our parking needs for our company's 12-unit residential condominium project located at 1 Joy Place in the West End.

This Letter of Intent ("LOI") sets forth the principal terms under which the applicant and declarant for the condominium project, Onejoy Place LLC, agrees to rent parking spaces from Port Property Management in the parking lot located at 699 Congress Street.

Lessee: Onejoy Place LLC

Lessor: Port Property Management

Number of Parking Spaces: Eight (8)

Location: The spaces will be provided in the Lessor's parking lot located at 699 Congress Street in Portland, Maine (CBL 47-C-21-22-40)

Lease Rate: \$ 125 per parking space, per month

Effective Date of Lease: Upon issuance of a certificate of occupancy for the Lessee's 12-unit condominium project located at 1 Joy Place, estimated to be in the 3rd or 4th Quarter, 2018.

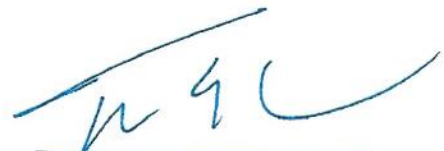
Term of Lease: Five (5) years from the Effective Date

Other Considerations: The lease agreement shall include a provision to allow the Lessee an option to renew the lease at expiration.

Both parties agree that this Letter of Intent shall serve as the basis for a lease agreement that includes standard provision and terms for such parking contracts and that shall be mutually acceptable to both parties.



Onejoy Place LLC
by its Sole Member, Renewal Housing Associates LLC
by its Member, West Port Development LLC
by its Sole Member, Todd M. Alexander



Thomas E. Watson
President
Port Property Management
