



**CITY OF BELMONT
MEMORANDUM**

TO: Planning Commission

FROM: Carlos de Melo, Interim Community Development Director

SUBJECT: September 20, 2005 Planning Commission Meeting – Agenda Item 5B
Application No. PA2002-0017 – 1301 Ralston Avenue
Mitigated Negative Declaration, General Plan Amendment, Conceptual
Development Plan Amendment, and Vesting Tentative Subdivision Map to allow
a Senior Congregate Care development for the Ralston Village Facility

PROJECT DESCRIPTION

The applicant requests approval of General Plan Amendment, amendment to the Ralston Village Conceptual Development Plan, and Vesting Tentative Subdivision Map to allow development of a Senior Congregate Care community within the 17.1-acre project site. The proposed development consists of: 1) a 141,357 sq. ft. building containing 55 independent living residential units for seniors, and 2) common areas including recreational, dining, library, health services, and other congregate areas within the building. This development would be located on the western 8.5-acre portion of the subject site. An existing 45,000 sq. ft. dementia care facility is located on the eastern 8.6-acre portion of the site.

Proposed parking consists of 90 spaces: 63 within a below-grade level garage in the new building, and 27 uncovered spaces. Fifty-two uncovered spaces will remain for the existing dementia care facility; total parking provided within the entire site is 142 parking spaces. Vehicular access to the site will be from an existing two-way entrance driveway on Ralston Avenue (currently serving the existing facility), and a new two-way entrance driveway at the northwestern edge of the site on Ralston Avenue. A more complete project description was provided in the staff report of April 19, 2005. A supplemental memorandum was prepared (7/19/05) which provided responses to Commission questions. This memorandum supplements those reports.

RECOMMENDATION

Staff recommends the Planning Commission assess the information provided and/or request additional research the Commission may deem necessary. Should the Commission believe the information provided sufficiently addresses previous Commission questions/concerns, staff has provided a draft resolution of approval for the project (consistent with direction given at the 7/19/05 meeting) for review and action. Alternatively, the Commission may, following the hearing, direct staff to prepare an alternative resolution of action (denial).

BACKGROUND

The Commission first reviewed the proposal on April 19, 2005, continuing the item and requesting responses to questions. The Commission subsequently reviewed the proposal on July 19, 2005 (see Attachment 2 for staff report), continuing the item and requesting responses to the following questions; the responses follow below.

COMMISSION QUESTIONS

1. *Provide an overview of the Management and Board structure of the Homeowner's Association (HOA) for the proposed development.*

Response prepared by the **Applicant**:

A. Project Overview and Management structure

As discussed at the July hearing the Sponsor noted that a management solution for Ralston Village Phase II would be developed to include a form of management that would oversee the large service or common area of the structure and that would provide for an HOA that would be managed and operated by a professional management company. By doing so this would avoid many of the issues that often befall a self managed HOA.

The Deputy Director of Subdivisions, for DRE has reviewed and accepted a new model which provides for two major components of the operation of the building. This new model is ideally tailored for age restricted communities with significant common service areas. The two components described below are 1. The condominiums and hallways near the condominiums and 2) the service area which supports the community. Further the HOA is to be managed by the professional group made of the Declarant (the developer). The Declarant can be removed if there is gross negligence on their part.

The following is the language which was approved by DRE for like developments and would be the format followed for Ralston Village Phase II:

Ralston Village Phase II is to be a senior congregate condominium development consisting of (i) individual condominium units; (ii) condominium common areas; and (iii) service areas and subterranean parking spaces that are not part of the condominium units or the common areas.

Ralston Village Phase II will consist of: (i) a "Residential Parcel," that includes (a) individual airspace condominium units that are owned in fee simple by the homeowners; and (b) limited common areas that are owned in common by the homeowners and which will include the land underlying and adjacent to the residential buildings, foundations, all structural walls (excluding the interior structural walls located on the first floor of the main residential building), floors, decks or balconies, windows, stairwells, roofs, garage

ramps, electrical and plumbing fixtures, conduits, ducts, pipes, ventilators, utility installations, elevators and other mechanical systems, and the interior airspace constituting the hallways between the residential condominium units (the “Common Areas”); and (ii) a “Service Parcel,” that is owned in fee simple by Declarant and which includes (a) the airspace in the interior service areas located on the first floor or roof of the building, including: the kitchen, dining room, living room, doctor’s office, library, fitness center, indoor pool and whirlpool area, recreational and assembly areas, maintenance, janitorial, electrical and utility rooms, storage areas and closets, administrative offices, mail room, public restrooms, laundry room, the lobby and reception area, employee lockers and restrooms, the interior structural walls located on the first floor of the main residential building, and all fixtures, furniture and equipment within the interior service areas and Common Areas; (b) the airspace within the subterranean parking garage, which includes sixty- three (63) subterranean parking spaces; and (c) exterior airspace and exterior improvements to the land, including: landscaping, parking areas, garden areas, plantings and irrigation systems, fountains, outdoor patios, trash facilities, loading areas, roads, light fixtures and utilities, and all other areas of Ralston Village Phase II that are outside the Residential Parcel.

B. Board Responsibilities

The Board is responsible for the duties of the HOA as set forth in the CC&Rs. The scope of the HOA duties include the right to obtain insurance, authorize rebuilding of the condo property under certain circumstances, approve purchase of fixtures and any improvements under certain circumstances, determine the amount of and levy regular and special assessments, enter into contracts with a manager to perform the HOA duties, and adopt HOA rules. The developer retains the right to manage, maintain, operate, and provide services throughout the condo project. The CC&Rs specify that the usual powers and duties of the HOA are suspended and reserved except as necessary in the event of abandonment or widespread neglect by the developer of its duties under the Residence and Services Agreement that jeopardizes the ability of the owners to receive accommodations and services. The HOA through its Board to make recommendations to the declarant with respect to the delivery of amenities and services and the operations of the condo. However, these recommendations are advisory only and the declarant is not required to adopt them.

C. The role of Management

The Common Areas and Service Parcel will be operated and managed by Declarant and certain services will be delivered to the Condominium Units pursuant to a Residence and Services Agreement signed by each Owner and Resident. To facilitate the management and delivery of services to the Residential Parcel, Declarant intends to reserve to itself exclusive and nonexclusive Service Easements in and over the Residential Parcel, and to create covenants and restrictions to provide for the management, use and operation of Ralston Village Phase II by Declarant. Similarly, to enable Residents of Ralston Village Phase II to have access to services offered, pursuant to their Residence and Services

Agreements, within the Service Parcel, Declarant intends to grant to Owners and Non-Owner Residents certain non-exclusive easements in specified portions of the Service Parcel and certain exclusive easements over portions of the Common Areas that are appurtenant to each Unit.

D. Board's right to terminate manager

Powers and Duties of Association; Suspension. The Association is charged with the duties and vested with the powers set forth in the Association's Articles of Incorporation and Bylaws, including the duties, powers and limitations listed below. However, all Unit Owners have agreed that the Declarant shall have the right to manage, maintain, operate and provide all services throughout the Total Project, in accordance with the Residence and Services Agreements. All of the Association's powers and duties shall be suspended and reserved except as necessary in the event of abandonment or widespread neglect by Declarant of its duties under the Residence and Services Agreements that jeopardizes the ability of the Owners and Non-Owner Residents to receive accommodations and services at Ralston Village, Phase II, as adjudicated by a court of law sitting without a jury and after all applicable cure periods have expired. All such duties and powers shall be limited to the Residential Parcel, be inapplicable to the Service Parcel and be subject and subordinate to the Residence and Services Agreements, to all Service Easements reserved by Declarant, to the right of Declarant to operate the Total Project as a Senior Community, and to all other Governing Documents. Ralston Village, Phase II shall be managed, operated and administered in accordance with all the Governing Documents, including the Easement Declaration and the Residence and Services Agreements. The Association shall not act in any way that is inconsistent with any of the Governing Documents. Subject to the foregoing, the Association shall have the following powers and duties:

To the extent not set forth in the Residence and Services Agreements, or to the extent that Declarant has abandoned or committed widespread neglect of such duties and obligations thereunder after the expiration of applicable cure periods as adjudicated by a court of law sitting without a jury, in order to preserve the high quality and standards established for Ralston Village, Phase II, the Board shall have the duty and obligation to keep and maintain, repair and replace as necessary or appropriate, all components of the Common Areas and the improvements in the Buildings and on the Condominium Property in a manner consistent, to the fullest extent possible, with the original appearance, design, construction and functionality of the Common Areas and the improvements in the Buildings and on the Condominium Property and with the maintenance, repair and replacement standards and procedures in effect for such types of components located within the Service Parcel from time-to-time (collectively, the "Building Maintenance and Repair Standards").

E. Maximum number of people allowed in a unit, and who may live in a unit.

Please note the Federal Fair Housing Act stipulates 55 as the threshold for age restricted communities. In 2002, the Project Sponsor met with community groups who expressed a concern about any affect that the resident population might have on the peak hour travel on Ralston Avenue. While this facility would have a negligible impact, the Sponsor agreed to increase the threshold age by five years to 60 years of age, thereby reducing the chance that a resident might travel during (work) peak hours.

The maximum number of residents in a unit are two permanent residents plus one care giver as described below in the Federal Fair Housing Act text:

Age restriction Occupancy Requirements. Ralston Village, Phase II is a development designed to provide housing to persons sixty (60) years of age or older and is intended to qualify as a senior citizen housing development within the meaning of Civil Code Section 51.3(c)(4). On the commencement of occupancy of the Unit, at least one Resident must be aged sixty (60) years or older and intend to reside in the Unit as his or her primary residence on a permanent basis. All other residents must qualify under one of the following categories:

(i) the resident is a Qualified Permanent Resident; (ii) the resident is a Qualified Disabled Resident; or (iii) the resident is a Permitted Health Care Resident. The following shall apply with respect to the continued occupancy of the Unit by Qualified Permanent Residents, Qualified Disabled Residents, and Permitted Health Care Residents:

- i. Qualified Permanent Residents and Qualified Disabled Residents. On the death or dissolution of marriage or on hospitalization or other prolonged absence of the Resident aged sixty (60) years or older, a Qualified Permanent Resident or Qualified Disabled Resident may continue to reside in the Unit as long as at least eighty percent (80%) of the Units at Ralston Village, Phase II are occupied by a Resident aged sixty (60) years or older and the continued occupancy by the Qualified Permanent Resident or Qualified Disabled Resident does not reduce the percentage to less than eighty percent (80%) so as to disqualify Ralston Village, Phase II as “housing for older persons” under federal law, and further provided that each such Resident enters into a Residence and Services Agreement and complies with all of its terms and all of the Governing Documents.
- ii. Termination of Disability of Qualified Disabled Resident. If a Qualified Disabled Resident’s disabling condition ends, Declarant may require the formerly disabled resident to cease residing in the Unit on receipt of six (6) months’ written notice; provided that Declarant may allow the formerly disabled resident to continue residing in the Unit for up to one year after the disabling condition ends.
- iii. Termination of Occupant Rights of a Qualified Disabled Resident. Declarant may take action to prohibit or terminate the occupancy of a resident who is a Qualified Disabled Resident solely because of a disability if Declarant finds that the

Qualified Disabled Resident disturbs other Residents' quiet enjoyment of the premises, is likely to pose a threat to the health or safety of other Residents or staff at Ralston Village, Phase II, is unable to live safely in his or her Unit, including without limitation due to his or her failure to receive adequate care, that cannot be ameliorated by means of a reasonable accommodation.

iv. Occupancy by a Permitted Health Care Resident. A Permitted Health Care Resident may occupy a Unit during any period that the Permitted Health Care Resident is actually providing live-in, long-term, or terminal healthcare to a Resident aged sixty (60) years or older for compensation. Compensation may include provision of lodging and food in exchange for care. A Permitted Health Care Resident shall be entitled to continue his or her residency if the Resident aged sixty (60) years or older is absent from the Unit on satisfaction of each of the following conditions:

1. The Resident aged sixty (60) years or older became absent because of hospitalization or other necessary medical treatment and expects to return to the Unit within ninety (90) days from the date the absence began;
2. The Resident aged sixty (60) years or older or his or her authorized representative submits a written request to Declarant stating that the Resident aged sixty (60) years or older desires that the Permitted Health Care Resident be allowed to remain in the Unit in order to be present when the Resident aged sixty (60) years or older returns to reside in the Unit; and
3. The Permitted Health Care Resident abides by all rules of conduct for Residents set forth in the Residence and Services Agreement and Ralston Village, Phase II Rules.

v. Temporary Residency. Nothing in this Article VII shall prohibit the temporary residency of any person under the age of sixty (60) as a guest of the Resident aged sixty (60) years or Qualified Permanent Resident. For purposes herein, "temporary residency" shall mean occupancy of a Unit for no more than sixty (60) days in any period of twelve (12) consecutive months.

Federal Law Requirements. Ralston Village also is intended to qualify as "housing for older persons" exempt from the age restriction prohibition contained in the Federal Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995 (the "Acts"). In order to satisfy the requirements of the Acts, at least eighty percent (80%) of the occupied Units must be occupied by at least one Resident sixty (60) years of age or older; and Declarant shall, and hereby does:

- vi. Publish and require adherence to policies and procedures that demonstrate an intent to provide housing for persons sixty (60) years of age or older; and
 - vii. Adopt and implement procedures for the verification no less than once every two years of compliance with the age restrictions, including procedures for routinely determining the occupancy of each Unit, including the identification of whether at least one occupant is a Resident aged 60 years or older.
2. *Provide an assessment of “noise leakage” and sound limits in conjunction with the construction and operation of the proposed development.*

Response prepared by the **Applicant**:

During the July 2005 Planning hearing, concern was expressed by the Commission that excessive noise might be generated by both equipment and the residents of the proposed community. Of particular concern was the amount and the source of noise which might emanate upward toward the homes on the hillside behind Ralston Village.

It appears that the Belmont Civil Code does not establish acceptable levels of noise emissions from an institutional facility such as Ralston Village Phase II; therefore, there is no benchmark by which to measure noise emission. The Sponsor's acoustic engineer has mentioned that other municipalities on the Peninsula have implemented ordinances which provide for a maximum threshold of 50 dba at the property line. The Commission should be assured that the Sponsor is committed to make every effort to keep the noise emissions to a minimum. This commitment exists independently of public oversight and concern.

The Project Sponsor engaged both an HVAC engineer, Peter Johnson of JYA Consulting and an acoustic architect David Walsh of Walsh-Norris Associates to review the plans and make recommendations for noise attenuation. These two firms have collaborated in evaluating the best HVAC design solution that would be energy and ecologically efficient and that would emit as low a noise level as possible.

The HVAC system would be operated by a cooling device or tower which would be located within the roof "well" area of the structure. The attached cut sheet describes a variable speed motor which is capable of running at different speeds depending on the cooling demand (this is typically highest at mid day and is reduced in the evening). This capability allows for the cooling equipment to run from 100% speed and capacity during the peak mid day hours and as low as 20% speed during the evening hours, when the cooling requirement is generally much lower.

The attached equipment (attachment 1A) allows the discharge to be either horizontal or vertical. The horizontal application will allow a horizontal covering to be installed above the equipment. Walsh-Norris has advised the Sponsor that noise emission within 50 feet of the equipment will be 56 dba pursuant to the equipment specifications provided herein.

This is without any noise attenuation. The noise output would be reduced by 10 dba with the implementation of a horizontal acoustic covering that would effectively span over the cooling tower. This would reduce the noise output to 46 dba. Furthermore, it is anticipated that the noise output will decrease by 6 dba per 50 linear feet (away from the cooling tower). In conclusion, it is completely conceivable that the existing noise of traffic at Ralston Avenue will exceed the noise output of the HVAC equipment.

3. *Please confirm any comments from the Public Works Department and Police Department relating to a “left-turn in & out” from the proposed western driveway.*

Response prepared by **staff**:

Staff met with representatives of both the Public Works and Police Department who strongly voiced concerns for a left-turn of any kind into or out of the proposed western entrance driveway for the facility. Should the project be approved, a condition of approval would be recommended that a raised median triangle be constructed at the project entrance to physically direct drivers out of the entrance in a right-turn only configuration. In addition, signage delineating that left-turns would be prohibited into/out of the project entrance would also be required as a condition of approval. Although the Public Works Department considered installation of a landscaped median island across from the western entrance to further deter left turn movements, the Police Department voiced concerns on this solution due to emergency access. The Commission can discuss the merits of either solution as part of their evaluation of the project.

4. *Confirm the on-site parking provided for the development, the necessity of such parking, and comparison to other similar facilities.*

Response prepared by the **applicant**:

Concern was expressed that the availability of parking for the existing Ralston Village Alzheimer’s community as well as the parking stipulated for the proposed Ralston Village Phase II may be inadequate.

The following is an assessment of the on site parking for Phase I and an analysis of the proposed parking for Phase II.

Phase I:

The Initial Study prepared by Geier & Geier addresses the per bed parking requirements of the Alzheimer’s community. The requirement is noted as 52 spaces.

Random and periodic parking assessments of Phase I have been done over the past several months. The maximum parking count during the peak usage times (mid day) was 41 spaces. Thus there is no indication that the 52 spaces are insufficient.

Phase II:

Please refer to the attached evaluation (attachment 1B) of three nearby age restricted properties. Each of these properties have service components including health, wellness or medical services.

All of the age restricted communities including the very high end Hamilton project in Palo Alto have either deeded or assigned one space per unit.

The Peninsula Regent is now 16 years old. As a “mature” senior community, the resident parking spaces are now less than one space per unit. The Peninsula Regent has a large staff, and is still over parked.

The Versailles is an age restricted community to be built in San Mateo. The parking ratios are consistently lower than those proposed for Ralston Village Phase II.

In short, the proposed 90 parking spaces for Phase II Ralston Village is consistent with the comparative complexes.

The sponsor is confident that the currently proposed parking numbers are appropriate for the facility. However, in an effort to respond to the Commission’s concern, the Sponsor has investigated the possibility of increasing the underground parking count by 14 spaces from 63 to 77 totaling 104 spaces on the site. The attached alternative garage level plan (attachment 1C) delineates these 14 additional tandem parking spaces. In so doing, Ralston Village Phase II would have a higher space to resident ratio than any of the comparative properties.

5. *Provide an assessment for mitigation of excessive (emergency) calls to the current facility.*

Response prepared by **staff**:

As discussed at the 7/19/05 meeting, staff provided a summary report (first six months of service calls –2005) of the Belmont Police Department and South County Fire Authority (SCFA) to the current dementia care facility for the site. In light of this report, and based upon past operating experience of convalescent homes, dementia care facilities, and other facilities which provide assisted living services in the city, a high number of calls are generated for these types of facilities that require the services of these departments. The existing dementia care facility and proposed 55-unit senior independent living/congregate care facility may continue to generate a significant number of requests for medical service and security assistance from these two departments. To address this issue, a mitigation measure relating to Public Services was added for the project as described in the 4/19/05 staff report. This measure reads:

- 24-1. *The applicant shall provide a medical service and security plan for both the existing dementia care facility and proposed senior independent living unit facility subject to the review and approval of the Police Department and South County Fire Authority. In the event the approved medical and security plan protocols are not adhered to and excessive use of Police Department and SCFA resources is necessary to service either Phase I or II facilities for the site, a one-*

time or on-going mitigation fee may be imposed for the Ralston Village Planned Development.

Should the project be approved, Staff recommends the Initial Study include this additional Initial Study mitigation measure for the proposed development, prior to granting environmental clearance for the project.

6. *Provide an assessment of the market conditions for construction of Senior Residential Housing. Have any other communities recently built this type of housing?*

Response prepared by the **applicant**:

Please see the attached Crown Research report (attachment 1D) which expands on the market conditions for this type of development. It is important to explain that a much more detailed analysis was performed at the time that a CCCR was considered, thus there are references to the CCRC model. The Department of Social services mandates such an evaluation when a CCRC is considered.

In the end, you will see that the numbers are excellent and point to a very high demand for a Congregate Senior Community in Belmont. Further, the number of homes owned more than 27 years is extraordinary. This points to a very devoted senior population in Belmont that are aging in place in their family homes.

7. *Provide documentation of the in-lieu fee formula and how it would relate to the project.*

Response prepared by **staff**:

Dedication of land and/or payment of fees for park and and/or recreation purposes are required for all subdivisions as mandated by the City's Subdivision Ordinance. The applicable section from the subdivision ordinance is as follows:

6.10 DEDICATION OF LAND AND/OR PAYMENT OF FEES FOR PARK AND/OR RECREATION PURPOSES

- A. *This Section is enacted pursuant to the authority granted by Subdivision Map Act of the State of California. As a condition of approval of a final subdivision or parcel map, the subdivider shall dedicate land, pay a fee in lieu thereof, or both, at the option of the City for parks or recreational purposes as herein set forth.*
- B. *It is hereby found and determined that the public interest, convenience, health, welfare and safety require that five (5) acres of property for each one thousand (1,000) persons residing within the City be devoted to local park and recreational purposes. (Ordinance 876, (1-24-94))*

C. *The subdivider shall dedicate land or pay fees in lieu thereof for parks and recreational facilities to serve the residents of the subdivision. The amount of land to be provided or fees paid shall be determined pursuant to the following formula:*

1. *The amount of land to be dedicated shall be equal to:*

The estimated number of residents of the subdivision based on the average number of persons per household by unit as disclosed by the most recent available Federal census or a census taken pursuant to Chapter 17 (commencing with Section 40200 of Part 2, Division 3 of Title 4 of the Government Code).

Multiplied by .005 acres. (Ordinance 876, 1-24-94)

2. *If the subdivider provides park and recreational improvements to the dedicated land, the value of the improvements together with any equipment located thereon shall be a credit against the payment of fees or dedication of land required by this Ordinance.*

3. *Planned developments and real estate developments, as defined in Sections 11003 and 11993,1 respectively of the Business and Professions Code, not including condominium developments, shall be eligible to receive a credit, as determined by the City Council against the amount the fee imposed pursuant to this Section, for the value of private open space within the development which is usable for active recreational uses, provided that the following standards are met:*

<i>Turf Playfield</i>	<i>1.00 – 3.00</i>
<i>Swimming Pool (42' x 75')</i>	
<i>With adjacent Deck</i>	
<i>And Law Area</i>	<i>.25 - .50</i>
<i>Recreation Center Building</i>	<i>.15 - .25</i>

4. *Only the payment of fees shall be required in subdivisions containing fifty (50) parcels or less.*

5. *Whether land shall be dedicated or fees paid or both in subdivisions containing more than fifty (50) parcels shall be determined by the City Council.*

D. *When a fee is required to be paid in lieu of park land dedication, the amount of the fee shall be based upon the average estimated fair market value of the land which would otherwise be required to be dedicated. The fair market value shall be as determined by prevailing market rates at the time of final map or parcel map approval. If the subdivider and City do not agree on the fair market value of the property, the value shall be determined by a qualified real estate appraiser. All cost to obtain such appraisal shall be borne by the subdivider.*

E. The fees paid in lieu of the dedication of property shall be used only for the purpose of providing park or recreational facilities reasonably related to serving the subdivision by way of the purchase of necessary land, or, the improving of City land for park and recreational purposes. Said fee shall be committed within five (5) years after payment or the issuance of building permits on one half of the lots created by the subdivision, whichever occurs later. If the fees are not committed, they, without any dedications, shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision. (Ordinance 757, 11-25-86)

Based upon an initial estimate of the fair market value of land that would otherwise be dedicated for park purposes, staff believes that a Park in Lieu fee of approximately \$700,000 to \$900,000 would be assessed for the project. The final fee assessment would be performed as part of final map recordation for the project, should it be approved.

8. *Provide an analysis of the tax implications for the project (i.e. the tax increment to potentially be expected by turnover/sale of single family residences within Belmont and such sellers moving into the facility).*

Response prepared by the **applicant**:

According to information provide the Sponsor by Fidelity Title Company there are over 700 homes in Belmont that have been owned by the same family or individuals during the period between 1968 and 1978. (Please note, we were not able to trace records before 1968) This indicates that there is a very substantial senior population in Belmont that has remained in their family homes and who has chosen not to seek alterative (senior) housing. This we believe is attributed to the fact that Belmont has a very devoted population that has chosen to remain in their family home rather than downsizing and moving to senior housing outside of Belmont.

Ralston Village Phase II would provide the first and only opportunity in Belmont for age restricted (for sale) housing for this ever growing population.

Date	Number of Homes Currently Owned by Same Family Since Year Noted
1968	40
1969	39
1970	29
1971	50
1972	75
1973	87
1974	54
1975	75

1976	100
1977	92
1978	66
Total	<u>707</u>
Average	64

As a result of Prop 13, the 707 homes are being taxed at their original 30 and 40 year old values. For the sake of discussion, the conservative increase in value of these homes is likely to be valued at or about 1,000,000 above the 30 and 40 year old values. Thus the potential increased tax increment on that home is about 10,000 per house. The total potential tax increment for all 707 homes is \$7,000,000.

Per Prop 13, the Belmont senior who sells there home in Belmont and purchases at Ralston Village Phase II, is allowed to apply their current property tax rate to their home in the new facility. The City will benefit from this transaction since it will 1) keep the senior resident in the community and 2) the family home will which will change hands will command higher tax revenue. Assuming that Ralston Village Phase II captures 4% of this population that translates into 28 individuals or couples or \$280,000 of tax increment.

Further, the remaining dwelling units might be sold to individuals outside of the community thereby commanding property tax which would be measured on the full retail value of the dwelling units. The total effective tax increment associated with the development of Ralston Village Phase II is likely to be approximate \$500,000 per year.

9. *Please provide a response as to the frequency of calls to the Phase I facility.*

Response prepared by **applicant:**

See text from letter below:

Dear Brad;

Per your request, I have looked at the number of emergency calls and we have met with our staff in an effort to keep emergency calls to a minimum. We are working together to find ways to minimize our need to call 911. We do try to assess possible injury to the resident prior to calling 911. If a resident is able to get up on their own with minimal assistance and barring any unforeseen injury we do not call emergency services. However, if they have hit their head or we suspect there may be a possibility of a fracture we do send them in.

As you know, we are classified as a Residential Care Facility for the Elderly. Although we have nurses on staff, our license prohibits them from utilizing their skills as a licensed

professional with the exception of administering injections prescribed by their physician or taking blood pressure, etc.,

We are not allowed to make any medical decisions, we are faced with a dilemma. The matter is complicated further by a person with dementia who is often unable to recognize pain and respond to it the same way you or I would. This makes it harder for us to determine if there is a hematoma or a broken bone for example. Under these circumstances we are mandated to secure medical treatment for our patients.

Please be assured that we will make every effort possible to minimize our need to call 911.

Sincerely,

Rebecca Cockrill

Executive Director

10. *Please provide a response as to the requirement for 24-hour security for the facility.*

Response prepared by **applicant:**

See text from letter below:

Dear Mr. Demelo:

We are writing you as a follow up to the Planning Commission's question regarding Ralston Village's obligation to provide 24 hour security on site.

As you are aware, Ralston Village inherited this requirement from the Belmont Hill Hospital at the time that they received their Conditional Use. That being the case, we understand our obligation to provide on site security.

Ralston Village has now implemented a 24 roaming security system for the site. We will also post the security number near the entry to the site.

Sincerely yours,

Brad Liebman

11. *Provide a summary of any flex-time or staggered work hour programs that are in place or would be instituted for the project.*

Response prepared by **applicant:**

See text from letter below:

MEMO FROM RALSTON VILLAGE

August 8, 2005

Dear Brad,

Pursuant to your request, I have made a study of the traffic schedule of Ralston Village's employees. As you will see from the following, we have worked aggressively and successfully to mitigate traffic during peak commute times. Additionally, you should be aware that many employees use public transportation when coming to work.

Overall Staffing Information

- 120 staff members, approximately 90 full-time, 30 part-time
- Facility open 24 hours per day/7 days per week
- All departments operate 7 days per week
- Majority of the staff is on a non-traditional schedule (traditional being "9 to 5")

Approximately 79 staff members are working during a typical day

- 42% (33) of the staff members begin work between 5:00 am and 7:00 am (pre-peak)
- 29% (23) of the staff members begin work between 10:00 am and 3:00 pm (off-peak)
- 14% (11) of the staff members begin work at 11:00 pm (off-peak)
- 15% (12) of the staff members begin work between 7:30 am and 9:00 am
- Additionally, 5% (4) of the staff members do not work on one of the Monday to Friday work days

Overall Staffing is composed of the following:

Care Staff - daily

18 care staff and supervisors - 7:00 am to 3:30 pm
18 care staff and supervisors- 3:00 pm to 11:30 pm
11 care staff and supervisors - 11:00 pm to 7:30 am
1 Administrator – 9:00 am to 5:30 pm Monday to Friday
1 Administrator 12:00 pm to 8:30 pm Monday to Friday

Housekeeping - daily

6 staff - 6:00 am to 2:30 pm
1 part-time – 6:00 am to 12:00 pm

Dietary – daily

2 cooks – 5:00 am to 1:30 pm
3 dietary staff - 6:00 am to 2:30 pm
1 cook + 1 dietary aide - 10 am to 6:30 pm
1 dietary aide - 2:30 pm to 6:30 pm

1 Director – 7:00 am to 4:00 pm Monday to Wed, Friday & Saturday

Maintenance

1 Director – 7:00 am to 3:30 pm Monday to Friday

1 staff – 8:00 am to 4:30 pm Sunday to Thursday

Programs - daily

3 to 4 staff – 9:00 am to 5:30 pm

1 staff – 11:00 am to 8:30 pm

1 Director – 7:00 am to 3:30 pm Tuesday to Saturday

Administrative Staff

1 Receptionist - 8:00 am to 4:30 pm

1 Administrative Aide - 7:30 am to 4:00 pm Monday to Thursday

1 Administrative Aide – 9:00 am to 6:00 pm Monday to Friday

3 Managers - 9 am to 5:30 pm Monday to Friday

12. *Please provide a corresponding density number for both developments.*

Response prepared by **Staff:**

As discussed in the 4/19/05 & 7/19/05 staff reports, the project will maintain a density of 6.5 units per acre (for the 8.5 acre Phase II portion of the property). The proposal is consistent with the General Plan's guideline for low-density residential (1-7 units/per acre) for single family and clustered townhouse development. The estimated project population would be approximately 84 persons for the proposed 55 senior dwelling units (1.53 persons per household), which is less than the average population of 2.35 persons per household (estimated as per the 2001 Housing Element). The existing Phase I facility has 69 rooms. Using a room to correspond as a "unit" yields a density of 8 units to the acre (i.e. 69 divided by 8.6 acres for the Phase I portion of the site). Taken together, the aggregate density is approximately 7.25 units to the acre.

CONCLUSION AND RECOMMENDATION

Based on the foregoing analysis, staff recommends the Planning Commission take the following actions:

1. Adopt a resolution with findings recommending City Council approval regarding the requested:
 - Mitigated Negative Declaration
 - General Plan Amendment

- Conceptual Development Plan Amendment & Vesting Tentative Subdivision Map for the Ralston Village Phase II residential development

ACTION ALTERNATIVES

1. Continue the review to a date certain in order to appropriately assess the material.
2. Deny the Mitigated Negative Declaration, General Plan Amendment, Conceptual Development Plan Amendment & Vesting Tentative Subdivision Map applications. The Commission will identify specific facts to support a denial, and a resolution would be returned to the Commission for final action.

ATTACHMENTS

1. Supplemental Applicant Information:
 - A. Acoustical Cut Sheet
 - B. Parking Count – Similar Facilities
 - C. Revised Garage Plan
 - D. Updated Crown Research Report
2. Planning Commission Staff Memorandum (July 19, 2005)
3. Draft Resolution Recommending City Council approval of General Plan Amendment, Conceptual Development Plan Amendment, Vesting Tentative Subdivision Map, and Mitigated Negative Declaration.