



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson
Planning Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Director
Planning Department, Community Development Resource Agency

DATE: August 26, 2008

SUBJECT: Placer County Housing Element Update
Authorization to Sign Contract Amendment- Mintier & Associates

ACTION REQUESTED:

The Planning Department is requesting that the Board of Supervisors authorize the Purchasing Manager to execute a contract amendment with Mintier & Associates for the preparation of the new Housing Element in the amount of \$19,765.

DISCUSSION:

Mintier & Associates has been under contract since July 24, 2007 to provide consulting services for the Housing Element update effort. The firm is assisting staff with public outreach, preparing the Housing Element's Background Report and Policy Document, responding to the California Department of Housing and Community Development (HCD) review and comments, and completing an environmental document.

As required by State law, Article 10.6 of the California Government Code, the Housing Element is required to be updated which includes a review of the previous Housing Element. Updates are required to provide an assessment of the County's existing and future housing needs, a land inventory, identification of governmental and nongovernmental constraints, and development of a five-year program of actions.

On August 5th, 2008, the board authorized submission of the draft Housing Element to HCD for review. Due to out-of-scope work required to prepare the land inventory, additional background research on Tahoe-specific issues and conditions, and unplanned presentations and workshops, a contract amendment is necessary to finish the Housing Element process.

FISCAL IMPACT:

The proposed first contract amendment would supplement the initial \$86,550 contract by an additional \$19,765 for continued planning services. These funds are to be used to assist the Planning department in completing the update of the Housing Element and gain Certification from the California Department of Housing and Community Development.

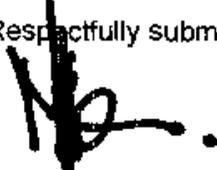
Funding for this project is included in the Planning Department's 2008/09 Consulting Services budget allocation. No additional General Fund monies are required to accommodate this contract amendment.

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RECOMMENDATION:

- Authorize the Purchasing Manager to execute the contract amendment based upon the attached scope of work for \$19,765.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

Exhibit A: Proposed Contract Amendment, Mintier & Associates
Exhibit B: Original Contract, Mintier & Associates

**FIRST AMENDMENT TO PLANNING SERVICES AGREEMENT
FOR PLACER COUNTY HOUSING ELEMENT UPDATE**

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2008, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and MINTIER & ASSOCIATES, hereinafter referred to as CONSULTANT.

WHEREAS; on July 24, 2007, COUNTY and CONSULTANT entered into a Contract whereby planning services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1(e) of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Attachment "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$19,765.00 as set out in Attachment "A".

2. The COUNTY agrees to pay to CONSULTANT \$106,315.00 as the sole compensation under the Contract and as amended by this First Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

CONSULTANT:

By: 

Mintier & Associates

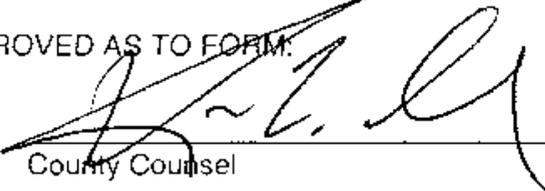
Date: 8/4/08

COUNTY OF PLACER:

By: _____
Jim Boggan, Purchasing Manager

Date: _____

APPROVED AS TO FORM:

By: 

County Counsel

Date: 8/12/08

APPROVED AS TO CONTENT:

By: 

Michael Johnson, Planning Director

Date: 8.6.08

ATTACHMENT "A"

Scope & Cost Proposal

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MEMORANDUM

TO: Christopher Schmidt
FROM: Rik Keller, Mintier & Associates
RE: Placer County Housing Element Update: budget status and out-of-scope work
DATE: June 24, 2008

The following is a summary of the budget status for the Placer County Housing Element Update. It includes a summary of out-of-scope work that we have performed and the resultant necessary budget augmentation.

Budget Status

As of this writing, we have completed work on the Public Review Draft Background Report (document date: April 1, 2008) and the Public Review Draft Policy Document (document date: May 21, 2008). We conducted the 3rd round of Stakeholder workshops in Auburn and Tahoe City on June 5th and June 10th, respectively; and held a Planning Commission study session on June 12th.

To date, we have billed for work performed through March 31, 2008. The total amount invoiced through this date is \$69,021.24. Our invoices for work performed from April 1 through June 30 have not been submitted yet.

The total contract amount for the Housing Element Update is \$86,550. Our invoices to date plus the work performed to date in April, May, and June totals \$84,754, which leaves a remaining contract amount of \$1,796.

Housing Element Update Budget Summary Table

Invoices for work performed through March 2008	\$69,021
Work & expenses in April 2008 (to be invoiced) [preliminary figure]	\$7,778
Work & expenses in May 2008 (to be invoiced) [preliminary figure]	\$3,080
Work & expenses in June 2008 (to be invoiced) [preliminary figure through 6/23]	\$4,875
Total work to date	\$84,754
Total contract budget	\$86,550
<i>Difference</i>	<i>\$1,796</i>

As shown in the table below, remaining tasks to be completed in the Scope of Work, including Tasks 3.10 and 3.11 and Phases 4, 5, and 6, plus the remaining Project Management budget, total approximately \$32,064. However, we have achieved substantial cost savings for the Phase 3 work estimated at approximately \$7,500. Therefore, the remaining work to be completed is estimated at \$24,500.

It should be noted that we are budgeted for two rounds of responding to HCD comments in Phase 4. Following the HCD review process we are also budgeted for one public hearing before the Planning Commission and one public hearing before the Board of Supervisors in Phase 6.

Housing Element Update Remaining Tasks

Task 3.10 HCD Review Draft Housing Element	\$980
Task 3.11 Community Workshops [will bill Planning Commission study session and Board of Supervisors study session under this]	\$2,450
PHASE 4: HCD REVIEW AND HOUSING ELEMENT REVISION	\$11,360
PHASE 5: ENVIRONMENTAL REVIEW PROCESS	\$4,900
PHASE 6: PUBLIC REVIEW AND ADOPTION	\$10,130
PROJECT MANAGEMENT [remaining budget as of 6/23]	\$2,244
TOTAL	\$32,064
Savings to date in Phase 3	\$7,500
Estimated remaining work to be completed	\$24,564

Out-of-scope Work

Many of our excess costs are a result of performing additional work based on County direction that was not included in the original scope and budget. The following is a summary of the out-of-scope works and costs. These costs were not anticipated in the Scope of Work for the project.

- Site visit and presentation (extra Stakeholders Workshop) in Kings Beach: 11/7 (\$3,395 labor costs = 13.25 hours @ \$160/hour and 12.75 hours @ \$100/hour)
- Conference call w/ Tahoe stakeholders: 11/27 and conference call w/ County staff re: Tahoe issues: 1/10 (\$805 labor costs = 2.25 hours @ \$160/hour, 1.50 hours @ \$130/hour, and 2.50 hours @ \$100/hour)
- Additional work for residential land inventory: spent \$2,415 2/15 to 2/29 and \$11,225 in March on residential inventory/mapping, for a total of \$13,640 for February and March (\$13,640 labor costs = 80.25 hours @ \$160/hour and 8.00 hours @ \$100/hour).
- Un-scoped expenses: spent \$425 on Placer County home sales data from Dataquick in October; extra trip and material for Tahoe for Stakeholders Workshop.
- Additional background research for Tahoe information in the Background Report (\$1,500 labor costs = 15 hours @ \$100/hour).

The costs incurred for out-of-scope work described above total \$19,765.

As described above, the largest component for out-of-scope costs is the work we did on the residential land inventory. The residential inventory work was included in Task 2.2 (Housing

Resources and Opportunities) in the project Scope of Work. Other work scoped in Task 2.2 includes inventorying housing programs and projects. Our budget estimate for work under Task 2.2 was 3 hours of Senior Project Manager Work and 24 hours of Associated/Assistant Planner work for a total of \$2,940. This budget estimate was made using the following assumptions:

- The County would provide us with a summary of units developed according to various income levels since the last Housing Element was adopted.
- The County would provide us with data to be used to assess the amount and location of developable or underutilized lands that are suitable for residential development.
- The County would provide us with updated information concerning residential sites, such as site ownership, development status (e.g., developed, pending applications, vacant, underutilized), and evaluation of development constraints.
- The Consultants would not produce any new GIS data or revisions, but would use existing GIS data from the County.

The residential inventory work took a substantial effort beyond what was assumed in the project Scope of Work and budget estimate, and totaled \$13,640 in additional labor costs.

Summary

Based on the summary of out-of-scope work performed, a budget augmentation for a total of approximately \$19,765 will be necessary to cover our costs. This will provide us with approximately enough budget to cover our remaining estimated costs for the project—as stated above, these are estimated at \$24,500, but we will work with you during the remaining phases of the Housing Element to find cost savings where we can.

As a reminder, the Letter Agreement for the SACOG Regional Housing Needs Allocation (RHNA) Review project provided for a total project budget of \$15,000. We billed \$13,423.01 through the last invoice (dated September 7, 2007) on that project. Therefore, there is approximately \$1,577 remaining under that contract that could potentially be applied to this budget augment request for the Housing Element Update. Or that amount could be held in reserve to cover any cost overruns on the remaining work on the Housing Element Update.

If you have any questions about this memo, please contact me or Larry so we can resolve any issues. After we discuss and resolve the issues, we would like a letter acknowledging your review and approval of this issue.

DESCRIPTION: **CONTRACT FOR PLANNING SERVICES - Placer County Housing Element Update**

THIS AGREEMENT, entered into this 24th day of July 2007, by and between the COUNTY OF PLACER (hereinafter called the "COUNTY"), and MINTIER & ASSOCIATES, (hereinafter called the "CONSULTANT").

In consideration of the promises and covenants hereinafter set forth, the parties agree as follows.

1. Consulting Services

- a. CONSULTANT agrees, during the term of this Agreement, to perform the services set forth below and in Exhibit B - Scope of Services.
- b. CONSULTANT, shall be obligated to devote as much of its attention, skill, and effort as may be reasonably required to perform the services described herein in a professional and timely manner.

2. Duties of County

To permit CONSULTANT to render the services required hereunder, COUNTY shall, at its expense and in a timely manner:

- a. Appoint a staff member to act as coordinator between the COUNTY and the CONSULTANT;
- b. Provide the CONSULTANT with all existing relevant information for the subject project;
- c. Promptly review any and all documents and materials submitted to COUNTY by CONSULTANT;
- d. Promptly notify CONSULTANT of any fault or defect in the PROJECT in any way relating to the performance of CONSULTANT'S services hereunder; and

3. Personnel

All services required hereunder and in Exhibit B shall be performed by the CONSULTANT.

4. Payment

The COUNTY agrees to pay to CONSULTANT a maximum of eighty-six thousand five hundred fifty dollars (\$86,550.00) as the sole compensation under this Agreement for the scope of work as described in Exhibit B. Payment shall be made monthly based on time and materials charges according to the fee schedule set forth in Exhibit B attached hereto and incorporated herein by reference.

- a. The cost of additional services as may be requested by the parties hereto shall be mutually agreed upon in writing prior to commencement of such additional work.
- b. COUNTY retains the right to require proof of services performed or costs incurred prior to any payment under this Agreement.
- c. The COUNTY retains the right to require the submittal by the CONSULTANT of all background research materials generated by the CONSULTANT in the preparation of any report prepared pursuant to this contract.
- d. The term "costs" as used in this section includes, but is not limited to, the following items and is the sole responsibility of the CONSULTANT: printing, clerical, mailing, etc.
- e. Payment shall only be made for work or attendance at meetings specifically authorized by the COUNTY.
- f. CONSULTANT shall have the right to stop work at any time during the project should COUNTY fail to pay CONSULTANT within thirty (30) days of receipt of an invoice.

5. Termination

This Agreement may be terminated by CONSULTANT for cause upon serving thirty (30) day advance notice or by COUNTY for or without cause upon serving ten (10) days advance notice in writing to the other party. Such notice shall be personally served or given by United States Mail. In the event of termination by COUNTY without cause, CONSULTANT shall be paid for all work performed to the date of termination. In the event of termination by CONSULTANT without due cause, CONSULTANT shall be paid for all work performed to the date of termination, less any estimated increase in cost for completion of the work occasioned by such early termination by CONSULTANT, but in no event less than zero.

6. Uncontrollable Delay

All agreements on CONSULTANT'S part are contingent upon and subject to the provision that CONSULTANT shall not be responsible for damages or be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, and any other delays unavoidable or beyond CONSULTANT'S reasonable control. In the event of any such cause of delay, the time of completion shall be extended accordingly.

7. Ownership of Documents

CONSULTANT agrees to return to the COUNTY, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from COUNTY and used by CONSULTANT in the performance of its services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONSULTANT in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of the COUNTY and may be used by the COUNTY for any purpose whatsoever. COUNTY agrees to absolve CONSULTANT of any liability resulting from such future use.

8. Representations

CONSULTANT represents that services will be performed with the usual thoroughness and competence of the profession, in accordance with the standard for professional services at the time those services are rendered.

9. Hold Harmless and Indemnification Agreement

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands, to the extent caused by CONSULTANT'S negligent acts, errors, or omissions or willful misconduct. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the expense of the CONSULTANT to the extent caused by CONSULTANT'S negligent acts, errors, omissions or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property to the extent arising from CONSULTANT'S negligent performance or willful misconduct pursuant to this Agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and designated volunteers.

10. Insurance

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII certifying insurance coverage under policies and endorsements as required in paragraphs 11 - 15 below.

11. Worker's Compensation and Employers Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries and claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled without first giving thirty (30) days prior written notice to the County of Placer."

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

12. General Liability Insurance

a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below the including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

(2) One of the following forms is required:

(a) Comprehensive General Liability;

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- (b) Commercial General Liability (Occurrence); or
- (c) Commercial General Liability (Claims Made).

(3) If CONSULTANT carries a comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

One million dollars (\$1,000,000) each occurrence
One million dollars (\$1,000,000) aggregate

(4) If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(a) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence
(combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) for Products-Completed Operations

One million dollars (\$1,000,000) General Aggregate

(b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(5) Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(a) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence
(combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) aggregate for
Products Completed Operations

One million dollars (\$1,000,000) General Aggregate

- (b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

13. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and designated volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be canceled without first giving thirty (30) days' prior written notice to the County of Placer."

14. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

15. Professional Liability Insurance (Errors and Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

16. Notices

- a. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
Attn: Michael Johnson
3001 County Center Dr., Ste #140
Auburn, CA 95603

CONSULTANT
Mintier & Associates
Attn: J. Laurence Mintier
1415 20th Street
Sacramento, CA 95814

Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

- b. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties.

17. Assignment

No party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of each of the other parties. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

18. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained in the County of Placer Superior Court, California. The parties each waive any change of venue rights that they may have. The parties each waive any federal court removal and/or original jurisdiction rights that they may have.

19. Entire Agreement

This Agreement sets forth the entire understanding between the parties as to the subject matter of the Agreement and merges all prior discussions, negotiations, letters of understanding, or other promises, whether oral or in writing.

In witness, whereof, the parties have executed this Agreement on the day and year written below.

PLACER COUNTY:

Dave Seward
Dave Seward, Purchasing Manager

7/20/07
Date

CONSULTANT*:

[Signature]
Consultant: Mintier & Associates
Title: Managing Principal

6/25/07
Date

Approved as to Content:

[Signature]
Michael Johnson, Planning Director

6-29-07
Date

Approved as to Form:

[Signature]
County Counsel

6/29/07
Date

*If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

**Placer County Housing Element
PROPOSAL**

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**Mintier
& Associates**
PLANNING CONSULTANTS

1415 20th Street
Sacramento, California 95814
(916) 446-0522
FAX (916) 446-7520
mintie@jmintier.com
www.jmintier.com

November 1, 2006

Michael Johnson, Planning Director
Community Development Resource Agency
Placer County
3091 County Center Drive
Auburn, CA 95603

RE: Placer County Housing Element Update - Proposal

Dear Michael:

Mintier & Associates is pleased to submit this proposal to prepare the Placer County Housing Element Update. This proposal includes our understanding of the project, our qualifications, and our proposed scope of services, schedule, and budget.

Having prepared approximately 40 housing elements, Mintier & Associates is one of the foremost experts on preparing housing elements in California. Mintier & Associates has been successful in preparing housing elements for many Central Valley and Northern California communities, including the cities of Ceres, Clayton, Folsom, Lodi, Madera, Sutter Creek, Visalia, Wheatland, Winters, and Woodland, and the counties of Butte, Del Norte, Lake, and Madera.

We look forward to discussing the Housing Element Update with you in more detail, and ultimately, to working with the County on this project. If you have any questions or require additional information regarding the content of our proposal, please contact me at (916) 446-0522 or lmintier@jmintier.com.

Sincerely,



J. Laurence Mintier, FAICP
Managing Principal

PLACER COUNTY HOUSING ELEMENT UPDATE
PROPOSAL

NOVEMBER 1, 2006

SUBMITTED TO:
PLACER COUNTY

SUBMITTED BY:
MINTIER & ASSOCIATES

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PLACER COUNTY HOUSING ELEMENT UPDATE

Placer County adopted its current Housing Element in 2003. The California Department of Housing and Community Development (HCD) subsequently found the element to be in compliance with State housing element law. The County's Housing Element is implemented in part by an inclusionary housing ordinance adopted by the County in 2004 and an employee housing ordinance for the Tahoe/Sierra area adopted by the County in 2004. Placer County, along with all other counties and cities in the SACOG region must adopt an updated housing element by July 2008.

In summary, the Housing Element must include the following components:

- Assessment of existing housing needs, including special needs;
- Assessment of projected housing needs, including the Regional Housing Needs Determination prepared by SACOG;
- Inventory of suitable sites for housing development;
- Identification of potential governmental and non-governmental constraints;
- Review of previous Housing Element;
- Goals and quantified objectives; and
- Programs and actions.

As part of the Housing Element Update process, the County must address the the State's public participation requirement that local jurisdictions "make a diligent effort to achieve participation of all economic segments of the community." This proposal assumes a series of community/ stakeholder workshops and a joint BOS/PC study session prior to submission of the draft Housing Element to HCD for their mandated review.

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Firm Overview

Mintier & Associates is a planning consulting firm specializing in development, land use, and environmental issues. The firm's clients include public agencies, development companies, and law firms. Since our founding in 1985, we have served over 75 public agencies and over 50 development companies, law firms, and other private organizations. In the past 21 years, Mintier & Associates has been involved in over 40 comprehensive general plan updates and approximately 40 housing element updates.

Services we provide include overall project management, meeting facilitation, public outreach, and land use and housing planning and policy.

Key Staff

Larry Mintier, FAICP, Managing Principal

Larry Mintier is the managing principal of Mintier & Associates, a planning consulting firm created in 1985. As managing principal of Mintier & Associates, he has worked for over 75 public agencies and over 50 private clients and law firms. Mr. Mintier has supervised his firm's work in preparing over 40 general plans, specific plans, and master plans; approximately 40 housing elements; a half dozen zoning and subdivision ordinances; and numerous other special studies and projects. Many of these projects involved managing multi-disciplinary teams and the preparation of environmental impact reports.

Mr. Mintier is a frequent lecturer and panelist on State law and local planning practice and teaches regularly for various University of California Extension programs. He also has been retained over 25 times as a consultant and expert witness in land use litigation.

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Prior to establishing Mintier & Associates in 1987, Mr. Mintier worked for the Governor's Office of Planning and Research, specializing in planning, land use, and environmental issues. There he directed the preparation of California's 1980 General Plan Guidelines and 1982 revisions. Mr. Mintier also directed other major projects including the 1981 Symposium on California Planning Law, annual surveys of local planning programs, and guidelines for local implementation of the California Coastal Act.

Prior to joining the Governor's Office, Mr. Mintier worked as a planner for the City of Napa. His international experience includes consulting positions with the International Labor Organization and the United Nations Research Institute for Social Development in Geneva, Switzerland.

Mr. Mintier holds master's degrees in public administration and city planning from the University of California, Berkeley, and a bachelors of arts in political science from the University of California, Los Angeles.

Derek DiManno, AICP, Senior Project Manager

Derek DiManno is a senior project manager with Mintier & Associates. He specializes in land use planning and policy, housing, and computer applications. For the past nine years at Mintier & Associates, he has worked on a number of projects including general plans, specific plans, housing elements, zoning ordinances, and various special land use studies.

Mr. DiManno has considerable experience working in the Central Valley, the Bay Area, and on the North Coast. He has been a major contributor to several general plan update programs including the counties of Del Norte, Fresno, and Lake, and the cities of Crescent City, Fortuna, Half Moon Bay, Lincoln, Merced, Redding, Tulare, and Union City. He has also worked on nine housing element updates. All the adopted housing elements have been certified by the Department of Housing and Community Development. Mr. DiManno has extensive project management experience, having been the project manager on over ten general plan updates, housing element updates, and specific plans.



Mr. DiMaio holds a master's degree in city and regional planning from California Polytechnic State University, San Luis Obispo, and a bachelor of arts in geography from the University of California, Davis.

Rik Keller, Associate

Rik Keller is an associate with Mintier & Associates. He specializes in land use planning and policy analysis, housing, transportation, data analysis, site analysis and design, and computer mapping. Mr. Keller has extensive practical experience, including positions with a diverse range of public, private, and nonprofit organizations including The Benkendorf Associates Corporation (Portland, OR), 1000 Friends of Oregon (Portland, OR), the Capital Area Metropolitan Planning Organization (Austin, TX), and the Texas Department of Housing and Community Affairs (Austin, TX).

At Mintier & Associates he is presently working on the preparation of the Sacramento General Plan Update and has been a major contributor to general plan update programs for the counties of Butte, Fresno, and Inyo, and housing element updates for the Town of Windsor, and the cities of Folsom, Sonoma, and Woodland.

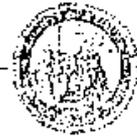
Mr. Keller holds a master's degree in community and regional planning from the University of Texas, Austin, and a bachelor of arts in political science from the University of North Carolina, Chapel Hills.

Dan Amsden, AICP, Associate

Dan Amsden is an associate with Mintier & Associates. Mr. Amsden specializes in land use planning and policy, university planning, parks planning, urban design, and computer applications in planning. Mr. Amsden is currently working on general plan updates for the cities of Gait, Sacramento, and the county of Merced. He is also working on the Southwest Live Oak Specific Plan and the Gold Rush Ranch and Golf Resort Specific Plan in Sutter Creek.

Mr. Amsden has also worked on an urban limit line study for the city of Woodland, a housing element update for the city of

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Wheatland, technical studies for the Heritage Oaks and Jones Ranch developments in Wheatland, and planning for the White Mountain Golf Resort in China.

Prior to working for Mintier & Associates, Mr. Amsden was an Assistant Parks Planner for the County of San Luis Obispo. He has also interned with the City of Noyato's Community Development Department, worked as a Graduate Assistant for the Planning Department at California Polytechnic State University, San Luis Obispo, and worked as a Planning Technician for the County of Santa Barbara's Zoning Administration Division. He completed a master's on public participation and urban design issues related to outdoor university spaces, of which a portion was published in the winter 2005 issue of Planning for Higher Education magazine and re-printed in the spring 2006 issue of Facilities Manager magazine.

Mr. Amsden holds a master's degree in city and regional planning from California Polytechnic State University, San Luis Obispo, and a bachelor of arts in geography from the University of California, Santa Barbara.

Dale Kunce, Assistant Planner

Dale Kunce is an assistant planner with Mintier & Associates. Mr. Kunce specializes in economic development, CEQA, land use and environmental policy, and computer applications. Mr. Kunce has worked on general plan updates for the cities of Fortuna, Sacramento, and Tulare, and the counties of Merced and Tulare.

Prior to working for Mintier & Associates, Mr. Kunce was a Hardware Specialist for Creative Media in Davis where he maintained and streamlined web, email, file, and ftp servers. Prior to that he was a GIS Intern for the Sacramento Area Council of Governments where he was a facilitator for city, county, and regional Blueprint Project community meetings and assisted in creation of quality control checks for the regional street centerline project.

Mr. Kunce holds a bachelor of science in community and regional development from the University of California, Davis.

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This scope of services describes a six-phase process for completing Placer County's Housing Element Update. As the phase descriptions indicate, the program relies on close collaboration between County staff and the Consultants. This collaboration will ensure the most effective and efficient combination of the experience and knowledge of County staff and the housing/planning expertise of the Consultants.

Phase 1: Project Initiation

Task 1.1 Kick-Off Meeting

The Consultants will attend a kick-off meeting with County staff to review the existing Housing Element and Housing Element legal requirements. The meeting will include a review of the work program and schedule in detail, discussing information sources, identifying key community stakeholders, and discussing Placer County's critical housing issues based on County staff's perspective.

Task 1.2 Community/Stakeholder Workshop

The Consultants and County staff will hold a community/stakeholder workshop (presumably in Auburn). Based on the contact database created in Task 1.1, the Consultants will contact key stakeholders (e.g., affordable housing organizations, development professional organizations, property owners, residential builders, and additional key County staff) to invite them to the workshop. The Consultants will present a brief overview of the Housing Element Update process, solicit information on key housing issues in the county, and discuss the existing Housing Element. The Consultants will prepare a summary of the comments and feedback.

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Phase Work Products:

- Community/Stakeholder Workshop Summary (electronic copy)

Phase 2: Background Report

Task 2.1 Housing Needs Assessment

Housing Stock and Demographic Profile Update

The Consultants will use current data sources (e.g., DOF, SACOG, and County records) to update the description of the existing housing stock in terms of housing stock growth and composition, vacancy rates, housing age and conditions, distribution, costs, overcrowding, and special needs groups. Demographic information will be based on 2000 census, but will be supplemented by more recent DOF, SACOG, and available local information. The information will cover population, income, local employment, and housing characteristics as well as population, employment, and housing projections.

Special Needs Assessment

The Consultants will prepare a thorough housing needs assessment for all income groups and identify the community's special housing needs. Included in this assessment would be overcrowding; the number and type of substandard units; comparison of level of payment with ability to pay for housing; special housing needs of large households, seniors, the disabled, farmworkers, single-headed households, and families and persons in need of emergency shelter.

Task 2.2 Housing Resources and Opportunities

The Consultants will update the existing Housing Element's description of available sites. With the assistance of County staff, the Consultants will update information concerning each site, such as site ownership, development status (e.g., developed, pending applications, vacant, underutilized), and changes in surrounding conditions (e.g., neighborhood growth, change in service

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availability. If this analysis reveals insufficient sites, the Consultants will work with County staff to expand the inventory, providing the same information for new sites.

This includes identifying sites suitable for redevelopment for residential development and/or mixed-use development. The inventory will also be expanded to ensure a balance of sufficient sites to meet SACOG's needs numbers for Placer County for both affordable and market rate housing. The analysis will also identify the current and proposed zoning and General Plan designations for each site, neighborhood characteristics, residential and/or mixed-use potential, and availability of public facilities and services to these sites.

Based on information provided by County staff, the Consultants will describe current and past housing programs undertaken by any public or nonprofit agencies or private development interests in Placer County since the 2003 Housing Element was prepared. As appropriate, this section will describe each program and document the number of units constructed or rehabilitated and/or the number of households assisted by each.

Task 2.3 Housing Constraints

The Consultants will update the discussion of both governmental and non-governmental constraints, such as land and development costs, site constraints, existing or planned infrastructure, land use and building code regulations, fees, level of review required for typical affordable housing projects, and length of time required to obtain development approvals. The analysis will also document local efforts to remove governmental constraints that may limit the County's abilities to meet its share of the regional housing needs.

Task 2.4 Evaluation of Previous Housing Element

This task will include a review and evaluation of the implementation of the existing Housing Element, as provided by County staff. In this documentation, the reasons why some housing programs have not been implemented or have been

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proven unsuccessful will be identified. This information will be used to formulate new housing programs and adjust existing programs.

Task 2.5 Administrative Draft Background Report

Based on information gathered in Tasks 2.1 through 2.4, the Consultants will prepare an Administrative Draft Background Report.

Task 2.6 Staff Meeting

The Consultants will attend one meeting with County staff to discuss work completed in Tasks 2.1 to 2.5.

Phase Work Products:

- Administrative Draft Background Report (5 hard copies)

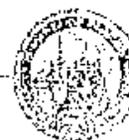
Phase 3: Draft Housing Element

Task 3.1 Inventory of Regulatory Requirements and Incentives

The Consultants will prepare an inventory of currently-used and potential regulatory programs and incentives concerning market rate and affordable housing, organized under the following headings:

- Ensuring Adequate Sites
- Supporting Affordable Housing
- Conserving and Improving Existing Housing
- Removing Government Constraints
- Promoting Equal Housing Opportunities
- Meeting Special Needs

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**PLACER COUNTY
HOUSING ELEMENT UPDATE
PROJECT BUDGET (WITH OPTIONAL TASKS)**

PHASE/TASKS	Multiplier & Associates				Subtotal
	Principal	Senior Project Manager	Associate Ass. stand	Admin	
PHASE 1: PROJECT INITIATION					
Task 1.1 Meeting with County Staff	4	5	10		\$2,600
Task 1.2 Community Workshop/Stakeholder Meeting	6	6	14	5	\$2,940
PHASE 2: BACKGROUND REPORT					
Task 2.1 Housing Needs Assessment		4	24		\$3,080
Task 2.2 Housing Resources and Opportunities		3	24		\$2,940
Task 2.3 Housing Constraints		3	24		\$2,940
Task 2.4 Evaluation of Existing Housing Element		4	13		\$2,000
Task 2.5 Administrative Draft Background Report	4	18	17	20	\$8,160
Task 2.6 Staff Meeting		3	2		\$630
PHASE 3: DRAFT HOUSING ELEMENT					
Task 3.1 Inventory of Regulatory Requirements and Incentives		4	10		\$1,610
Task 3.2 Inventory of Local, State, and Federal Housing and Financing Programs		4	10		\$1,610
Task 3.3 List of New Housing Legislation/Local HCD Policy Changes		4	8		\$1,400
Task 3.4 Housing Goals, Policies, Programs, and Quantified Objectives		24	24		\$3,360
Task 3.5 Administrative Draft Policy Document	4	0	8	8	\$2,980
Task 3.6 Staff Meeting		3	2		\$630
Task 3.7 Preliminary Review Draft Housing Element		4	4		\$720
Task 3.8 Community Workshop/Stakeholder Meeting (2)		16	12		\$2,270
Task 3.9 Joint Study Session with Board of Supervisors and Planning Commission	4	5	9		\$2,210
Task 3.10 HCD Review Draft Housing Element		2	4		\$980
Task 3.11 Community Workshops (OPTIONAL)		10	10		\$2,450
PHASE 4: HCD REVIEW AND HOUSING ELEMENT REVISION					
Task 4.1 Transmittal to HCD		2	4		\$700
Task 4.2 Meeting with HCD	2	3	4		\$1,280
Task 4.3 Response to HCD Comments		14	28		\$3,960
Task 4.4 Staff Meeting		3	2		\$630
Task 4.5 Response to HCD Comments, 2nd Round (OPTIONAL)		14	18		\$3,050
PHASE 5: ENVIRONMENTAL REVIEW PROCESS					
Task 5.1 Initial Study/Negative Declaration		4	40	27	\$4,000
PHASE 6: PUBLIC REVIEW AND ADOPTION					
Task 6.1 Board of Supervisors/Planning Commission Staff Reports		4	12		\$1,820
Task 6.2 BOS/PC Public Hearings, Deliberations, and Adoption	12	15	8		\$5,580
Task 6.3 Final Housing Element		4	14	4	\$2,310
Task 6.4 Transmittal to HCD		3	7		\$970
PROJECT MANAGEMENT					
Project Management	6	46	12	24	\$2,780
Total Hours	36	234	384	65	719
Bring Rates 2003	\$220	\$140	\$105	\$70	
Labor Signals	\$7,920	\$32,760	\$40,320	\$4,550	\$85,550
Direct Expenses - printing, photocopies, shipping, document production					\$1,000
TOTAL COSTS					\$86,550

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