



## **REQUEST FOR PROPOSALS**

### **MINE BENCH WORKFORCE HOUSING DEVELOPMENT**

**7700 MARSAC AVE PARK CITY, UTAH**

**RELEASE DATE | October 31, 2022**

**SUBMISSION DEADLINE | By 3:00 p.m. on Friday, January 27, 2023**

**NOTICE TO DEVELOPERS**

**REQUEST FOR PROPOSALS FOR  
DEVELOPMENT PARTNERS**

**Mine Bench Workforce Housing Development**

**PROPOSALS DUE:** **By 3:00 p.m. on Friday, January 27, 2023**  
Via e-mail to Browne Sebright, Housing Program Manager  
at: [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org).

**PROJECT NAME:** Mine Bench Workforce Housing Development

**RFP AVAILABLE:** The RFP will be available on Monday, October 31, 2022, from Housing Program Manager Browne Sebright at: [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org). Any modifications or addendums including questions to the RFP will be made in a redlined form on the City website each week. Please check the RFP on the website each Friday.

**PROJECT LOCATION:** 7700 Marsac Ave, Park City, Utah

**OWNER/CONTACT:** Browne Sebright  
Housing Program Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060

**All questions shall be submitted in writing by 2:00 p.m. on Friday, November 4, 2022, to Browne Sebright at: [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org).**

**Park City Municipal Corporation (“PCMC” or the “City”) reserves the right to reject any or all proposals received for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.**

**In the event of difficulty submitting electronically, proposals can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.**

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## SECTION I - PROJECT INFORMATION

### INTRODUCTION

PCMC has community goals of developing 800 affordable units by 2026, and net-zero carbon and 100% renewable electricity by 2030. In an effort to further the housing goal, the City has identified public/private partnerships as a possible opportunity, as part of the [2021 Amendment to the 2020 Housing Assessment and Plan](#). PCMC owns 29.07 acres located at 7700 Marsac Ave (“Property”) in the Upper Deer Valley area in proximity to the Deer Valley Resort and many other hotels and amenities. PCMC requests Statements of Proposals (“Responses”) from experienced developers (“Respondents”) interested in working with PCMC to design and construct a mixed-income, multi-unit dwelling project (“Project”) on the Property. The Project goal is primarily a residential, rental development that contains 80% or more affordable units. PCMC defines Affordable Rental Housing as housing that is priced affordable to households with incomes ranging up to 80% of AMI. PCMC seeks to enter into a partnership to timely deliver a successful and financially viable residential development that maximizes the number of affordable units.

To this end, PCMC seeks a developer experienced with a combination of workforce/employee housing, multi-unit residential rental projects, brownfield redevelopment, public/private partnerships and associated tax, grant and regulatory matters, and the financing and operation of mixed-income housing.

PCMC will partner in the Project by providing land specified in **Exhibit A: Property Site Map** and may work with the Developer to provide financial tools and incentives for a Project that achieves a high level of affordable housing and community benefits as outlined in **Exhibit E: Project Requirements and Preferences**. Refer to **Section V – PCMC Development Tools** for additional information.

The developer selected by PCMC (“Developer”) must be willing to complete the following as part of the Project:

- Obtain all necessary entitlements (including, but not limited to, rezoning, plat amendment, conditional use permit, and affordable master planned development pursuant to the Park City Land Management Code Chapter 15-6.1). The City will assist with the process to the maximum extent possible, recognizing that the ultimate decision-making will be with the Planning Commission and City Council.
- Design a workforce housing project for the Property containing a vibrant mix of uses, including, but not limited to, affordable rental housing, resident amenity spaces, multi-modal transportation, parking improvements, and possibly complementary commercial space.
- Develop a tenant selection plan that contains an agreement utilizing a “waterfall” provision that gives preference to applicants working within approximately 1 mile of the Property, and applicants that are employed in “critical” public services (including, but not limited to, emergency services, transportation, utilities, and government and community-based services), as well as municipal employees, consistent with Fair Housing regulations.

- Develop a site plan and building design that successfully integrates within the historic mining character of the area and exemplifies mountain town design principles.
- Achieve net-zero energy performance in accordance with IECC 2021 with the overall project design, and pursuant to the adopted policies and resolutions.
- Perform a sustainability charette before the end of schematic design to identify early features for passive design to drive down energy use and ensure affordability of utility bills.
- Enter into a ground lease for the Property, for a contemplated period of fifty (50) years.
- Construct and operate the Project per future agreements with PCMC.

## **SITE CHARACTERISTICS**

The Property is located in the Upper Deer Valley neighborhood of Park City<sup>1</sup>. Upper Deer Valley is located on the southern portion of the City, in the mountainside surrounding the Deer Valley Resort. Access to the area is limited to Marsac Avenue and Royal Street. Marsac Avenue experiences occasional limited access in the winter during and after heavy snowfall events. The neighborhood has an extensive trail system for hiking and mountain biking during the summer months. The Property is in proximity to the Deer Valley Resort, Empire Pass, Stein Eriksen Lodge, and Goldener Hirsch Lodge.

The City annexed the Property in 1999 and zoned it [Recreation and Open Space](#) (ROS). Uses within the Recreation Open Space zone are limited to conservation, trails, horse and livestock grazing, recreation facilities, essential municipal public utilities, and mines and mine exploration. Residential development on the site requires rezoning.

The Property is 29.07 acres in size, and the City contemplates developing one of two areas of the site (Development Area “A” and Development Area “B”) for workforce housing, as displayed in **Exhibit A**.

### Development Area “A”

Much of this property is steeply sloped, as displayed in **Exhibit B**. The property is in the Sensitive Lands Overlay. The [Sensitive Lands Overlay](#) prohibits development within 50 feet of steep slopes greater than 40%. It imposes additional development restrictions for steep slopes between 15% and 40%, including Planning Commission discretion for additional setback requirements, minimization of cutting and filling for roads, additional retaining wall permits, landscaping and revegetation requirements, and additional open space obligations. However, a portion of the density on steep slopes can be transferred from open space to clustered development on the site, subject to Planning Commission approval.

### Development Area “B”

The City purchased the Mine Bench property with the understanding that future remedial action could be required. Based on the 2017 acquisition [Staff Report](#) (p. 156), “[t]he Mine Bench is a highly impacted former location of mining operations. Lead and other heavy metals have been identified as hazardous

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<sup>1</sup> [Park City General Plan](#), p. 245

substances of concern at the site.” The site is part of the Uinta Mining District, subject to a 2015 Action Memorandum by the U.S. Environmental Protection Agency.

The property is currently used by several lessees, including a private 99-year lease for a 5,600-square-foot office and storage building, and a private 99-year lease for two oversized vehicle bays, a shop, office space, and restrooms. Both of these leases include provisions for relocation on the site or for relocation to an equal or better location. Additionally, the City uses a 17,500-square-foot building for public works storage and training, as well as a trailhead and parking lot (**Exhibit A, Exhibit C**). Park City Fire District currently has temporary use of the property while Fire Station 34 at Silver Lake is reconstructed. The City has not identified potential alternative sites for the lessees but may offer support in any relocation efforts.

The property is currently used for municipal storage and a trailhead. The developer will work with PCMC to conduct a thorough assessment of the soils on the Property and remove and/or remediate them as necessary in order to construct the selected developer’s preferred program on the Property. This includes removal and hauling of any contaminated soils, as well as capping remaining soils left on the property in accordance with Park City’s Soil ordinance, and state and federal regulations. Condition of title is subject to the developer’s due diligence. Please refer to **Exhibit A** Property Description for additional information about the Property.

Developers may consider utilizing Development Area “A” as it has fewer existing encumbrances. Developers utilizing Development Area “B” may consider adaptive reuse of the existing structures. The land is “as is” and all statements and descriptions herein are general in nature subject to responders’ verification of site conditions and site inspection prior to submission and final agreements. The City makes no implied or express warranties or warranties for a particular purpose regarding the Property.

## **WRITTEN AGREEMENTS REQUIRED**

Land Lease Agreement. Upon completion of the selection process, the successful respondent (“Developer”) will be required to enter into a written Land Lease Agreement (“LLA”) with PCMC or an agreement outlining an alternative ownership model. The responsibilities of the Developer shall be defined and detailed in that LLA or other agreement. The LLA or other agreement will likely contain, but will not be limited to, the below provisions. Developers responding to this RFP shall acknowledge their receipt and review of these terms in their proposals.

1. Developer will develop a construction budget and a proposed operations and maintenance budget for the project, both of which require approval by the City.
2. Developer will investigate (City will provide previously conducted environmental studies) the environmental condition of the site and undertake and finance any necessary remediation or management of any contamination of the site. The City will have final approval authority over the final construction mitigation plan, including logistics of any proposed soil hauling/removal.

3. Developer will be responsible for financing the entire cost of the project, including predevelopment costs such as entitlement, design, engineering, and other studies along with development costs, such as infrastructure and construction costs, through its own equity, borrowing, tax credits, governmental incentives, or other sources of funds.
4. Developer will prepare a timetable for beginning and completing the construction of the project that is satisfactory to the City.
5. Developer will be responsible for procuring all necessary regulatory approvals for the entitlement, construction, and operation of the project.
6. Developer must actively seek input from community stakeholders, neighborhood associations, residents of Upper Deer Valley, and the City during the planning phase of all projects. The final development plan must be approved by the City in accordance with all planning and zoning requirements. Transparency and communication are key components of community trust and confidence in public housing and the Housing Authority. Engagement and active participation of residents, businesses, neighborhood associations, governmental officials and agencies, and other community stakeholders is a mandatory requirement under this solicitation. It is expected that the developers will schedule and coordinate meetings, community workshops, and other public forums to assure that all stakeholders in the development process are continuously kept abreast of ongoing activity. All community activities and dissemination of public information shall be coordinated with the Housing Authority, PCMC's Public Information Officer, and the Housing Department Project Manager.
7. Developer will be responsible for monthly progress meetings with the Project Advisory Group (Developer, Architect, General Contractor, Housing Development Manager, Housing Program Manager, City's Project Manager) throughout the planning and construction of the project.
8. Developer will be responsible for the long-term operation and maintenance of the project, ensuring that the project continues to meet all federal, state, and local codes and provides a clean and healthy environment for all residents and guests.
9. In the event Developer does not commence active construction or have a substantial portion of the planning of the project completed (including Affordable Master Planned Development (AMPD) approval) within one (1) year of the lease of the site, the City shall have the right to terminate the lease and take possession of the site. Extensions to this deadline may be negotiated.
10. Developer shall not sell, convey, sublease or otherwise transfer or assign any rights incorporated into any agreement with PCMC without the prior and written consent of the City Council.
11. Developer will present conceptual design, schematic design, design development, and final construction documents for review and approval by PCMC. Approval by PCMC does not in any way relieve the Developer of its obligation to comply with zoning regulations, building codes, and all other applicable regulations adopted by PCMC.
12. Developer will be responsible for obtaining and providing written proof to PCMC of adequate financing for all aspects of the development, including predevelopment, construction, and operations.
13. Developer will be responsible for designing and building the development in a manner that meets net-zero performance requirements, as per IECC 2021 ([LINK](#)). The developer will be responsible for

conducting design charette focusing on sustainability, including site design, energy efficiency, water conservation and quality, and other low-carbon lifestyle requirements of eventual occupants.

14. Developer's contractor will be required to obtain payment and performance bonds or an equivalent form of security approved by the City.
15. Developer will be required to maintain, or cause others to maintain, property, contractor, architect, commercial general liability, auto liability, worker's compensation and professional liability insurance, if applicable, through a contract in an amount and form approved by the City.
16. Developer will be required to prepare and record covenants, conditions, and restrictions ("CC&R's"), and affordable housing deed restrictions against the Property in compliance with the Park City Housing Resolution in effect at the time of signing of the LLA.
17. Developer will be responsible for managing and operating the development consistent with ground lease terms in a manner that ensures long-term financial viability and a high-quality living environment for its residents.
18. Developer will be responsible for a construction plan, including a construction mitigation plan, that helps to meet the [energy goals](#) of Park City. A financial incentive through the City may be available to achieve energy goals.

Additional Agreements. The Developer must be willing to enter into certain agreements in addition to the LLA or other agreement pertaining to the Project that outlines the type, size, uses, and timeframe for development. These agreements include, but are not limited to:

1. Long-term lease of the Property that shall include an option to cancel said agreement if the Project is not completed and used as agreed as well as a City purchase option and first right of refusal for all fixed improvements under Ground Lease or Purchase Agreement with the City option to cure and take over in the event of foreclosure or bankruptcy.
2. Restrictive Use Agreement with restrictive covenants on the affordable housing units that run with the land for a period of at least fifty (50) years, including survival in the event of foreclosure or bankruptcy.
3. Easement Agreement that ensures public pedestrian and bicycle access around and through the Property is maintained.

#### **PROJECT MANAGER**

For additional information concerning this Request for Proposals, as well as any issued addenda, interested parties may contact Browne Sebright, Housing Program Manager, via email only at [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org).

## SECTION II - SUBMISSION REQUIREMENTS AND PROCEDURE

### SUBMISSION REQUIREMENTS

As part of a response to this RFP, respondents shall provide the following information. Responses must address all items and clearly label all sections, graphics, and tables within the Response. PCMC has not set a specific page limit for Responses; however, there is an expectation to receive Responses that are thorough but concise.

1. Development Interest and Approach
  - a. Briefly describe your interest in pursuing the Project.
  - b. Provide a description of your approach to managing the complexity of the Project, including dealing with possible contaminated soils, infrastructure/utility deficiencies, steep slopes, and access to the site.
  - c. Provide a brief narrative of your preliminary concepts for the site's development. This should provide insight into your general approach to development, proven ability to navigate complex projects, a record of community-responsive urban infill developments that provide public benefits, and understanding of creative solutions and financing tools. This is an opportunity to provide a preliminary high-level vision. However, proposals should detail your plan to:
    - i. Provide housing affordable to a range of income levels in the Project Goals and Preferred Scope of Development described herein;
    - ii. Maintain long-term affordability;
    - iv. Utilize environmentally friendly and sustainable principles for development; and
    - v. Facilitate multi-modal transportation connections within and to the community and surrounding neighborhood in close coordination with PCMC and in accordance with all adopted transportation plans. The multi-modal hierarchy and transportation demand management strategies should also be considered and incorporated into the proposal.
2. Qualifications and Experience. Provide a description of your qualifications and relevant experience with comparable projects, including:
  - a. A description of the legal entity with whom PCMC would contract.
  - b. Identification, bios for, and descriptions of the roles of key individuals in the development team and any consultants who would be involved in negotiations, project management, project design, and implementation, including their background and experience, reflecting their capabilities and experience with similar projects;
  - c. Examples of your experience with comparable projects. Provide no more than five (5) examples highlighting experience with the development and operation of projects of similar size and scope, with particular emphasis on complex projects located in resort communities and projects developed through public-private partnerships. Examples should include images, location, development program, breakdown of residential affordability mix, members of the development team, total development cost, financing structure, project schedule, the role of the public sector, information on challenges faced and solutions achieved, and a local reference.

- d. A description of your experience in financing mixed-use, affordable, or mixed-income housing, securing grants and public funding sources, and financing references. Provide the composition of the current real estate portfolio owned and/or managed by the respondent and a list of all projects in the development pipeline including location, status, schedule, estimated cost, and financing structure. Please also describe the developer's capacity for completing the proposed Project in the context of the current development pipeline.
- e. A description of your financial capacity. The Developer will be required to submit additional financial information about the development entity and its owners while negotiating the Lease Agreement with PCMC. If a newly formed entity is proposed as the legal vehicle for acting as the developer, the proposed guarantors of the entity and their net worth must be identified. This description should include the following:
  - i. Evidence of your ability to fund predevelopment costs; and
  - ii. Anticipated sources of funds, current relationships with lenders and equity investors, and ability to obtain necessary financing for the proposed development, including recent history of obtaining debt and equity financing.
- f. PCMC requires the use of sustainable building practices and the inclusion of energy efficiency elements in all of its development projects. You may include as part of your qualifications a description of the sustainable building practices and/or energy efficiency measures that have been incorporated in previous projects. Any incentive the City may provide will be based on meeting the IECC 2021 net-zero requirements ([LINK](#)).
- g. Disclosure of any litigation that could have a materially adverse effect on the development entity's financial condition and disclosure of any bankruptcy filings by the development entity or affiliates within the past five (5) years.
- h. A Conflict of Interest statement or disclosure that complies with [Section 3](#) of the Park City Municipal Code.

## **SUBMISSION PROCEDURE**

Respondents shall submit an electronic copy of the Response in PDF format and send it via email to Browne Sebright at [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org). **In the event of difficulty submitting electronically, proposals can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.**

Submissions lacking one or more of the required documents shall be considered incomplete and subject to disqualification from consideration by PCMC. All Responses, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned. It is the Respondents' sole responsibility to read and interpret this Request for Proposals and the written instructions contained herein. The first page of the Response shall:

1. State that Respondent "has read and understands this Request for Proposals and accepts the written instructions contained herein".

2. Include the signature of an officer or employee authorized to bind the Respondent contractually.
3. Provide the name, contact phone number, email address, and mailing address of the person to whom all correspondence should be sent regarding questions about the Response, requests for interviews, or notifications regarding potential selection. (This person will be responsible for disseminating information to you and your development team.)

Paper submittals shall be submitted in a sealed envelope with the Respondent's name, address, date of submittal, and the title "**Mine Bench Workforce Housing Development**" shown on the outside of the envelope.

Please submit Responses to the Request for Proposals to:

Browne Sebright, Housing Program Manager  
Park City Municipal Corporation  
445 Marsac Ave., P.O. Box 1480  
Park City, Utah 84060  
browne.sebright@parkcity.org

**Responses are due by 3:00 p.m. on Friday, January 27, 2023.** Responses to the Request for Proposals that are not received by PCMC by the time and date specified will be considered late and thus subject to disqualification from consideration by PCMC. PCMC reserves the right to reject any late, incomplete, or irregular submissions and reserves the right to waive any non-material irregularity in submissions.

## **SECTION III – SELECTION PROCESS AND CRITERIA**

### **SELECTION PROCESS**

PCMC will make every effort to ensure that all Responses are treated fairly and equally throughout the selection process. PCMC intends to follow the following selection process:

1. Identify a short-list of Respondents: PCMC will form a Selection Advisory Committee comprised of representatives from public and private stakeholders to review the submitted Responses and provide recommendations to PCMC. PCMC will take the Selection Advisory Committee's recommendations into consideration and identify a shortlist of Respondents.
2. Identify a First-, Second-, and Third-ranked Respondent: PCMC will notify the Respondents selected for the shortlist and may ask them to participate in an interview to discuss their qualifications in further detail. PCMC may select first-ranked, second-ranked, and third-ranked Respondents.
3. Negotiations with first-ranked Respondent: The first-ranked Respondent will be given a defined period of time to negotiate and execute a Lease Agreement with PCMC. In the event that exclusive negotiations are conducted and an agreement is not reached, PCMC reserves the right to enter into negotiations with the next highest-ranked Respondent without the need to repeat the formal solicitation process.

4. Final selection and subsequent agreements are subject to approval by the Housing Authority and/or City Council in a public meeting.

**SELECTION CRITERIA**

PCMC will make every effort to ensure that all Responses are treated fairly and equally throughout the selection process. PCMC intends to follow the following selection process:

Phase I Evaluation

Proposals received will undergo an initial review to determine:

- a. Compliance with instructions stated in the RFP
- b. Compliance with proposal submittal date

Phase II Evaluation

1. Identification of a short-list of Respondents:
  - a. PCMC will form a Selection Advisory Committee comprised of representatives from public and private stakeholders to review the submitted Responses and provide recommendations to PCMC. PCMC will take the Selection Advisory Committee’s recommendations into consideration and identify a shortlist of Respondents.
2. Identification of First-, Second-, and Third-ranked Respondents:
  - a. PCMC will notify the Respondents selected for the shortlist and may ask them to participate in an interview to discuss their qualifications in further detail. PCMC may select first-ranked, second-ranked, and third-ranked Respondents.
3. Negotiations with first-ranked Respondent:
  - a. The first-ranked Respondent will be given a defined period of time to negotiate and execute a Lease Agreement with PCMC. In the event that exclusive negotiations are conducted, and an agreement is not reached, PCMC reserves the right to enter into negotiations with the next highest-ranked Respondent without the need to repeat the formal solicitation process.
4. Final selection and subsequent agreements are subject to approval by the Housing Authority and/or City Council in a public meeting.

PCMC anticipates adhering to the following schedule for review and selection of respondents:

October 5, 2022	RFP is noticed and the question period is opened
October 31, 2022	RFP submissions are opened
November 4, 2022	The question period is closed at 2:00 PM
November 11, 2022	Question answers are published, the final modification or addenda will be made on the website by 5:00 PM
January 27, 2023	RFP submissions close at 3:00 PM
February 13, 2023	RFP Submissions are reviewed and scored by Selection Advisory Committee, and top-ranked applicants are identified
February 20, 2023	Top-ranked applicants are notified for selection on shortlist
February 27, 2023	Top-ranked applicants are interviewed by PCMC

March 6, 2023	PCMC selects the first-ranked respondent and begins negotiation to execute a Lease Agreement with PCMC
April 2023	Memorandum of Understanding between PCMC and developer is approved by City Council and/or Housing Authority in a public meeting
Mid-to-Late 2023	Lease agreement is finalized
Spring 2024	Construction breaks ground

## EVALUATION CRITERIA

The following is a guide to the criteria that will be used in evaluating development teams and their responses to the RFP:

<b>SECTION I - ORGANIZATIONAL CAPACITY &amp; EXPERIENCE (52 Possible Points)</b>	
<b>Housing Development Experience</b>	<b>18</b>
Experience with designing and developing affordable workforce housing projects;	/ 2
Experience demonstrated with Public Private Partnerships	/ 2
Experience in effective property management of affordable workforce housing, commercial space, parking facilities, and other components of mix-use projects;	/ 2
Success of comparable developments, as evidenced by the following:	
- Economic success (success in attracting homebuyers, financing, sustainability, etc.);	/ 2
- Quality of past projects including architectural / site / design / landscape / amenities;	/ 2
- Timeliness of performance; and	/ 2
- Ability to deliver products as initially represented, on time and within budget.	/ 2
Experience of key team members	/ 2
Degree of technical assistance required from the Park City Municipal for implementation.	/ 2
<b>Planning / Design Experience</b>	<b>10</b>
Experience with planning and implementing similar infill projects on environmentally sensitive lands	/ 2
Achievement of past including net-zero energy (ZNE) projects.	/ 2
Universal Design Accessibility Standards met in past projects.	/ 2
Overall architectural and landscape design quality.	/ 2
Ability to complete projects on time and within budget for past projects.	/ 2
<b>Management / Business Experience</b>	<b>8</b>
Management success in comparable developments, including business experience and development.	/ 2
Experience in developing business services / products.	/ 2
Success in marketing and sales of business products.	/ 2
Evidence of commitment to outreach to target population(s).	/ 2
<b>Financial Capacity</b>	<b>10</b>
Ability to raise equity and debt financing including current relationships with major lenders; Degree of capitalization as an entity.	/ 2
Resources and tenacity commonly referred to as “staying power”: - Sufficient liquid assets to meet short / long term needs of the project; - Cash needed for equity contribution, pre-development, overhead during planning and implementation (5 to 10% of total development costs); and - Sufficient financial strength to absorb reasonable project delays and cost overruns	/ 2

Amount and type of financial assistance required.	/ 2
Verifiable likelihood that sources and terms are realistic and accessible.	/ 2
Financial obligations with respect to housing portfolio and other programs present no significant risk to proposed project.	/ 2
<b>Organizational / Management Approach</b>	<b>6</b>
Implementation timeline is feasible; current obligations will not prohibit performance.	/ 2
Clear lines of responsibility within the proposer's organization, and between the proposer's organization and any other partner participants.	/ 2
Reasonable affirmative marketing plan, marketing and / or outreach plans and sufficient to deliver an adequate number of homebuyers by the time units are available.	/ 2

<b>SECTION II - PROJECT DESIGN &amp; SOUNDNESS OF APPROACH (36 Possible Points)</b>	
<b>Project Impact / Design</b>	<b>24</b>
Number of housing units created; number of beds created; number of households served; with higher points for maximizing variety of unit types to meet workforce housing needs.	/ 4
Ability to offer maximum quality / support to residents.	/ 4
Quality of proposed site design / architectural design / landscape plan and other amenities.	/ 4
Resident amenities, description of demographics served.	/ 4
Integration of design and building program with neighborhood, with preference for high level of integration.	/ 4
Proposed services, if any, offered to residents or broader community.	/ 4
<b>Site Control / Physical Project Design</b>	<b>12</b>
Proposed ownership structure, site control plan feasibility.	/ 2
Timeline feasibility (land use entitlements approval, construction start and completion, lease up, permanent loan conversion, etc., with preference for efficient delivery, within a reasonable timeframe).	/ 2
Plans include compliance with the current Net-Zero Energy Performance Requirements	/ 2
Plans include conformity to required building codes	/ 2
Uses are appropriate and in conformance with Park City's Housing Resolution and housing development standards.	/ 2
Site drainage, slopes, sensitive lands, streets, and utilities have been considered.	/ 2

<b>SECTION III - FINANCIAL STRUCTURE &amp; PROJECT IMPLEMENTATION (22 Possible Points)</b>	
<b>Pro Forma, Funding Sources &amp; Uses</b>	<b>12</b>
Sources are appropriate and applied in accordance with federal regulations.	/ 2
Review of subsidy layering and margins.	/ 2
Is the project assured of receiving proposed leveraged funds?	/ 2
Is construction financing pre-arranged?	/ 2
Market assessment demonstrates both need and demand for unit(s) types.	/ 2
Per-unit cost?	/ 2
<b>Economic Impact</b>	<b>10</b>
Total project cost feasible.	/ 2
Leveraging ratio, including donated or subsidized land, labor, in-kind resources, developer contribution, loans, etc.	/ 2

Evaluate per-unit subsidy assistance.	/ 2
Evaluate per-unit leveraging.	/ 2
Developer’s ability to meet performance measurements, including cost-benefit data.	/ 2

**Initial Proposal Points:**

/ 110
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<b>SECTION IV – INTERVIEW/PRESENTATION (15 Possible Points)</b>	
<b>Interview/Presentation</b>	<b>15</b>
<p>The Selection Advisory Committee will identify the First-, Second-, and Third-ranked Respondents. PCMC may ask them to participate in an interview to discuss their qualifications in further detail.</p> <p>Proposers will be ranked on the quality of their presentation and responses to questions, up to a maximum of 15 points. Any points awarded during the interview phase will be added to the proposer’s existing cumulative points as per the other evaluation criteria described above, increasing the maximum total points to 125.</p>	/ 15

**Total Proposal Points:**

/ 125
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**SECTION IV – DESIGN REVIEW AND PERMITTING**

During the period specified in the LLA, the Developer will work with PCMC to finalize the Project’s design, including architectural, urban design, trails, open space, and landscape architectural elements. The developer is also subject to PCMC’s standard processes and requirements for obtaining the required development approvals/permits including but not limited to the following: Rezoning, Plat Amendments, Master Planned Development (or Affordable Master Planned Development), Conditional Use Permits, and Building Permits.

**SECTION V – PCMC DEVELOPMENT TOOLS**

Given the current status of the Property—as well as the public benefits envisioned for the Property’s redevelopment—PCMC is willing to consider providing specific resources to fill the gap and assist the project in achieving financial viability for a Project that meets a high level of community benefit as outlined in **Exhibit E: Project Requirements and Preferences Tools** and resources may include the following:

1. Long-Term Ground Lease: PCMC expects to provide a long-term ground lease retaining PCMC ownership of the land in perpetuity. By entering into a long-term (50 years or more) lease with PCMC, Developer receives the right to build and own the Project improvements without having to purchase the land.

2. Rental Subsidies: PCMC may consider a below-market lease rate to decrease the overall development cost for a Project that results in a high number of affordable units with rental rates between 30% - 50% AMI for Summit County.
3. Fee Reductions/Waivers: PCMC may consider requests to reduce or waive certain fees associated with approvals/permits needed for the Project, particularly for affordable units, in accordance with adopted Municipal Code and state law.
4. Soil Remediation Assistance: PCMC will cooperate with seeking opportunities for federal and state grants or other funding for brownfield/environmental costs.
5. Energy Goal Loan: PCMC may provide grants or loans to help meet the City's energy goals.
6. Loans/Financing: PCMC could have the capability to help provide funding through various lending options such as City-backed loans, tax-exempt financing, or conduit financing.
7. Direct Financial Participation: For proposals that exceed the Projects Requirements and Preferences identified in **Exhibit E**, PCMC may consider direct financial participation, including grant matches or land value, in accordance with applicable state and local regulations and policies.

## **SECTION VI – MISCELLANEOUS**

**All questions shall be submitted in writing by 2:00 p.m. on Friday, November 4, 2022, to: [browne.sebright@parkcity.org](mailto:browne.sebright@parkcity.org). Final modification or addenda will be made on the website by 5:00 p.m. on Friday, November 11, 2022.**

All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. All proposals shall remain valid for sixty (60) days from submission. PCMC reserves the right to change any dates or deadlines. It is PCMC’s policy, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers,

PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this RFP. PCMC will provide respondents with written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

PCMC reserves the right to change any dates or deadlines.

No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

## **SECTION VII – PCMC AND CITY NON-LIABILITY & RELATED MATTERS**

1. No Representation or Warranties - All facts and opinions stated herein, any additional data including, but not limited to statistical and economic data and projections, are based on available information, and no representation or warranty is made with respect thereto by the Housing Authority or PCMC.
2. Building Permits, Zoning Variances, and Financial Viability - PCMC through the lease or sale of the Property in no way guarantees or warrants the issuance of building permits, zoning variances, or the financial viability of the Project.
3. Housing Authority/PCMC Discretion, Non-Liability, Waivers, and Hold Harmless - Developers acknowledge by submitting information and Responses to PCMC that PCMC does not undertake and shall have no liability with respect to the development program, the RFP, and responses thereto or with respect to any matters related to any submission by a Respondent. By submitting a Response to the RFP, the Respondent releases PCMC and the City from all liability with respect to the development program, the RFP, and all matters related thereto, covenants not to sue regarding such matters, and agrees to hold PCMC harmless from any claims made by the Respondent or anyone claiming by, through, or under the Respondent in connection therewith.

## **SECTION VIII – EXHIBITS**

**Exhibit A:** Property Site Map

**Exhibit B:** Site Map with Steep Slopes

**Exhibit C:** Site Map with Trails

**Exhibit D:** Waterfall Provision Buffer Distances

**Exhibit E:** Project Requirements and Preferences

EXHIBIT A

PROPERTY SITE MAP

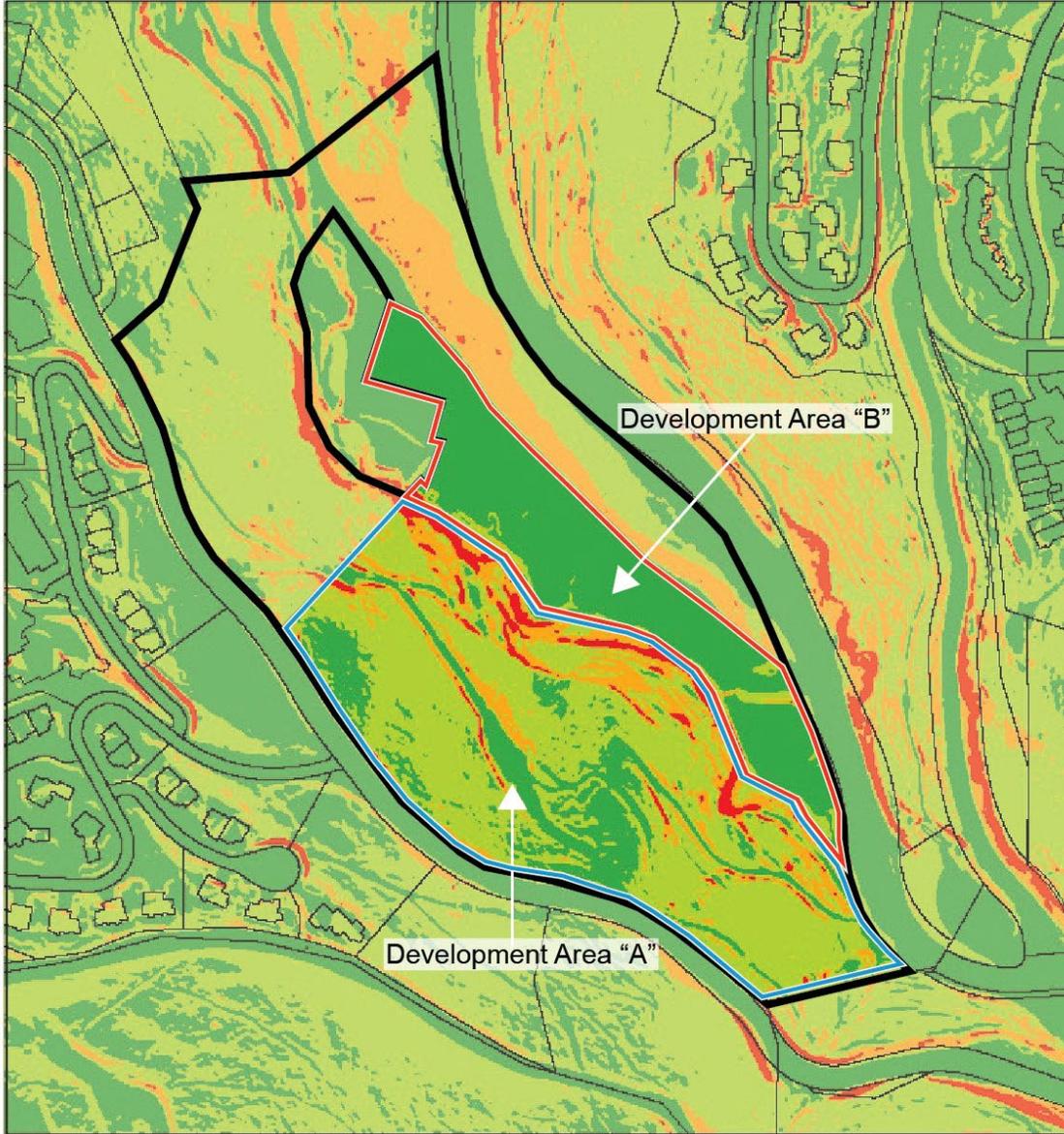
Mine Bench Parcel R-18



EXHIBIT B

STEEP SLOPES MAP

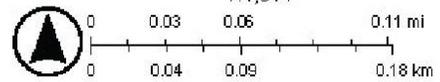
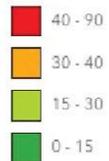
Mine Bench Steep Slopes Map



7/21/2022

CityGeoData.DBO.Parcels

Terrain: Slope Map



ArcGIS, USGS, NOAA, NASA, CGIAR, NCEAS, NLS, D3, NMA, Geodak, styrelsen D and the GIS User Community, PCMC

EXHIBIT C

TRAILS MAP

Mine Bench Parcel R-18

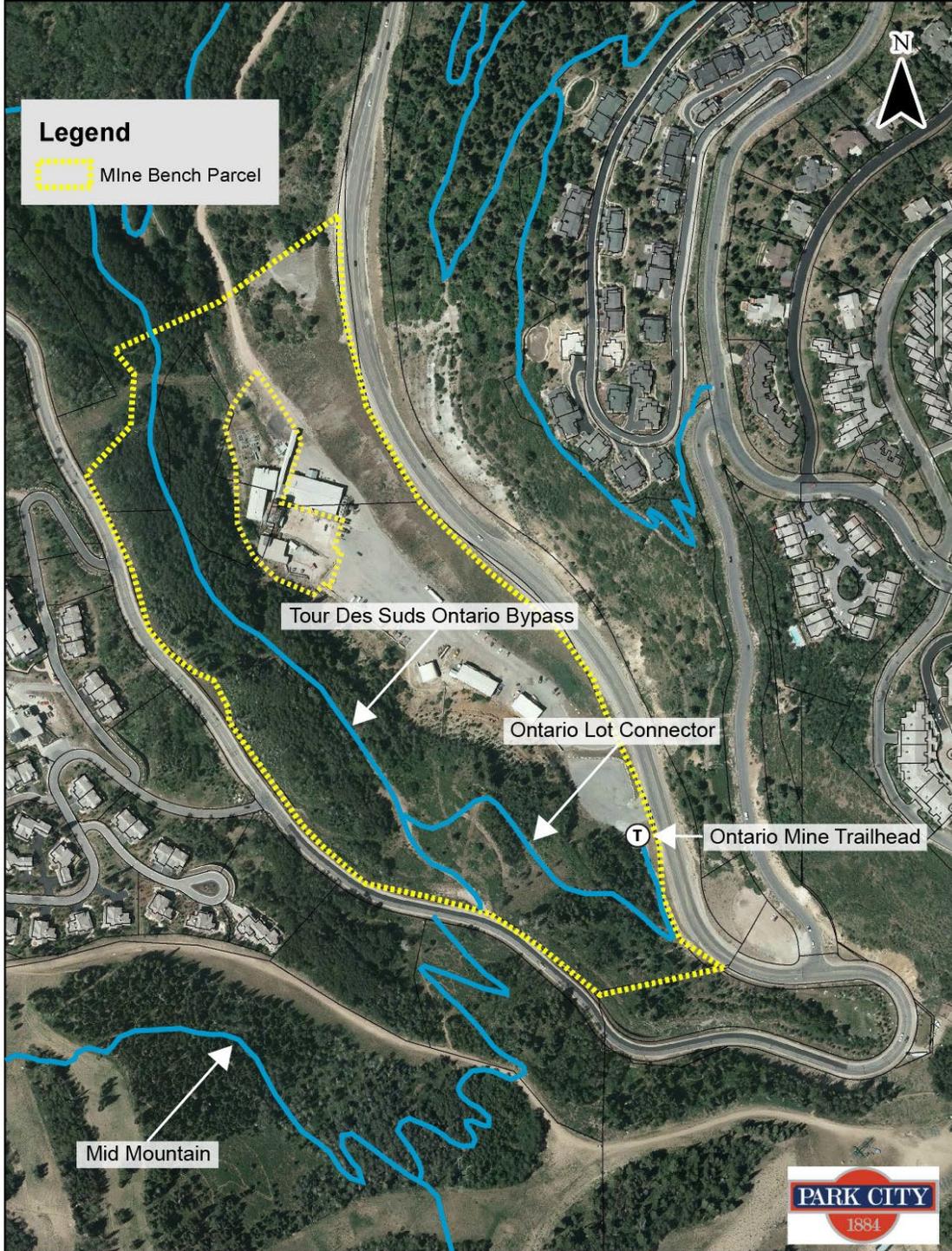
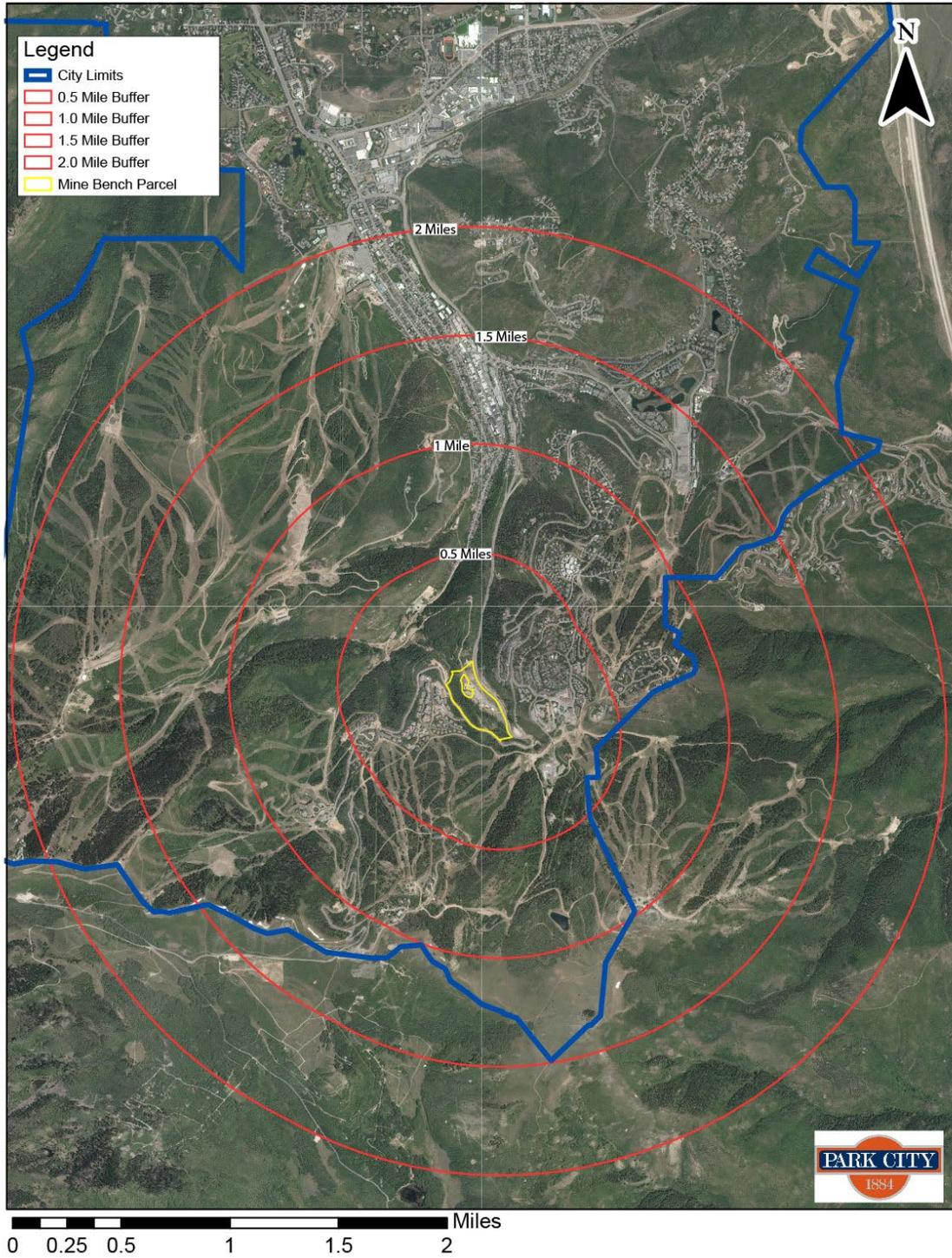


EXHIBIT D

WATERFALL PROVISION BUFFER DISTANCES MAP

# Mine Bench Parcel Waterfall Buffer Distances



## EXHIBIT E

### PROJECT REQUIREMENTS AND PREFERENCES

The Project Requirements and Preferences are provided below to help articulate PCMC's vision for redevelopment of the Property. PCMC is willing to provide financial incentives for a Project that demonstrates a high level of consistency with the Requirements and Preferences stated below. Refer to Section V – PCMC Development Tools for additional information.

#### MINIMUM REQUIREMENTS

The Developer will partner with PCMC to plan and construct a residential or vertical mixed-use project that includes the following:

- A project plan that provides a detailed outline of your organization's successful implementation of this project including a proposed working timeline and staff/ sub-consultants that would be assigned to each task;
- A proposal summary that contains a narrative describing the project proposed with details including target population, quantity and type of housing, commercial elements (if applicable), rental rates, affordability levels, and an estimate of the cost per unit;
- A Development Site Concept that includes a conceptual site plan, including building footprints and massing sited to maximize passive energy performance measures, parking types and layouts, common areas/ site amenities, and/or other major features;
- Energy models including EUI or ERI updated per project design modifications;
- Project financial information that demonstrates the feasibility of the project, including a pro forma with estimated project costs and revenues, and a funding plan with estimated sources of funds;
- A residential component with a minimum of eighty percent (80%) of the units offered at affordable rates that meet the standards of [Housing Resolution 05-2021](#). Rents for these households should average sixty percent (60%) of the area median income ("AMI"). Affordable units will have a minimum affordability period of fifty (50) years;
- A tenant selection plan that includes pre-leasing and waitlist requirements for qualified applicants;
- A parking demand and traffic impact study be provided for PCMC review as part of the development proposal;
- A parking strategy that provides the most efficient and cost-effective options but maximizes the number of units on the site as allowed by code;
- A site plan and building design consistent with PCMC's Land Management Code, the Park City General Plan, and current City priorities;
- A site plan that includes elements of transit and connectivity to other areas of the neighborhood, to be publicly accessible and privately owned, operated, and maintained;
- A high level of concern for architectural and mountain town design principles that meet the PCMC [Land Management Code](#);
- A commercial/ retail component that could be incorporated into the project to provide amenities for residents local to the site;
- A community engagement plan that describes how the development team plans to engage the community with each milestone in the project;
- A Construction Mitigation Plan that addresses construction-related impacts and minimizes development impacts on the neighborhood;

- Maximization of density in a manner compatible with neighboring properties;
- Construction that promotes enduring, healthy, and energy-efficient building(s) that utilize sustainable, environmentally friendly materials and methods ([LINK](#)); and
- If the existing Ontario Mine Trailhead is impacted by the proposal, the developer must demonstrate that the level of service offered by replacement facilities is comparable to that provided by the existing trailhead.

## PREFERENCES

In addition to the Minimum Requirements listed above, the City seeks a development partner interested in maximizing the public benefit derived from the Project. As such, Responses from developers with experience in the following areas will receive priority during the selection process:

- A project that proposes rezoning the site to Residential Development (RD);
- A project that is an Affordable Master Planned Development (AMPD);
- Developing more deeply affordable housing beyond the minimum requirements stated above, with a preference for maximizing housing affordable to households at or below fifty percent (50%) AMI;
- Housing that includes robust resident services programming, with programming and operations plan provided;
- A tenant selection plan that contains an agreement utilizing a “waterfall” provision that gives preference to applicants working within approximately 1 mile of the Property, applicants that are employed in “critical” public services (including, but not limited to, emergency services, transportation, utilities, and government and community-based services), consistent with Fair Housing regulations.
  - The City will give priority to tenant selection plans that retain a percentage of units (e.g., 5%) for municipal employees in the selection process.
- A project that respects and responds to the historic mining context, including the adjacent Ontario Mine #3;
- A project that is constructed to meet the IECC 2021, with third party energy performance certification as per the net-zero buildings benchmark ([LINK](#));and
- A Transportation Demand Management Plan that promotes accessibility beyond minimum code requirements, supports multi-modal transportation, and contributes to reducing residents' reliance on personal vehicle use. The Plan should include an analysis of active transportation strategies, transit connections, carpooling, and other related strategies.
- The City is open to proposals that supplement the Tour Des Suds Ontario Bypass trail access point on the south end of the property along Marsac Avenue.
  - The City does not recommend additional parking unless physically separated public trail parking from private development parking areas.
  - The City is interested in seeing an improved bike and pedestrian crossing where the Tour Des Suds Ontario Bypass trail cross Marsac Avenue.