



Park City Municipal Corporation (“PCMC” or “City”)

REQUEST FOR PROPOSALS

CLARK RANCH AFFORDABLE & COMMUNITY HOUSING DEVELOPMENT

PARCELS SS-121-X AND PP-26-X

US-40 WEST FRONTAGE ROAD PARK CITY, UTAH

RELEASE DATE | February 2, 2024

SUBMISSION DEADLINE | By 3:00 p.m. on Friday, April 12, 2024

Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor’s office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.

**NOTICE TO DEVELOPERS
REQUEST FOR PROPOSALS FOR
DEVELOPMENT PARTNERS**

PCMC is inviting proposals from qualified persons or firms (“Respondent”) for the Clark Ranch Affordable & Community Housing Development.

PROPOSALS DUE: **By 3:00 p.m. on Friday, April 12, 2024**
Submit proposals electronically via Utah Public Procurement Place (“U3P) or via e-mail to Browne Sebright, Senior Housing Policy & Program Development Coordinator at: browne.sebright@parkcity.org.

PROJECT NAME: Clark Ranch Affordable & Community Housing Development

RFP AVAILABLE: The RFP will be available on Friday, February 2, 2024, from Senior Housing Policy & Program Development Coordinator Browne Sebright at: browne.sebright@parkcity.org via U3P and the [PCMC website](#). Any modifications to the RFP or Responses to questions submitted will be added as an addendum to the RFP and posted on U3P and the City website each Friday prior to the Proposal due date. It is the responsibility of Respondents to regularly check for addenda.

PROJECT LOCATION: Parcels SS-121-XX and PP-26-X, US-40 Frontage Road, Park City, Utah

PROJECT DESCRIPTION: PCMC requests Proposals from experienced Developers interested in working with PCMC to design and construct a mixed-income, multi-unit community housing project on certain property located on the Clark Ranch Parcels. The project goal is primarily a residential, affordable rental development that contains 80% or more affordable units and maximizes community benefits and connectivity with adjacent neighborhoods, public transit, and recreational amenities.

OWNER/CONTACT: Browne Sebright
Senior Housing Policy & Program Development Coordinator
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, March 15, 2024, to Browne Sebright at: browne.sebright@parkcity.org. Final modifications or addenda will be made on U3P and the City website by 5:00 p.m. on Friday, March 29, 2024.

Proposals will remain valid for 90 days after submission. PCMC reserves the right to reject any or all Proposals received for any reason. Furthermore, PCMC reserves the right to change dates or deadlines related to this RFP. PCMC also reserves the right to waive any informality or technicality in Proposals received when in the best interest of PCMC. 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

In 2016, the Park City Council set a goal to develop 800 affordable housing units by 2026, and net-zero carbon and 100% renewable electricity by 2030. To further the housing goal, the City identified public-private partnerships to leverage its own property to meet these goals and satisfy strategies identified in the [2021 Amendment](#) to the [2020 Housing Assessment and Plan](#).

PCMC owns 344 acres of property known as the Clark Ranch Parcels located along US-40 in the Quinn's Junction area immediately adjacent to the Park City Heights neighborhood and near the Park City Rail Trail, Utah Film Studios, Park City Hospital, and the National Ability Center, as described in **Exhibit A: Property Site Map** attached. The scope of this RFP is limited to the western portion of the Clark Ranch Parcels, totaling approximately 153 acres, with the development to be concentrated in the northernmost 10-12 acres, as shown in **Exhibit A** (the "Property") and depicted in **Exhibit E: Aerial Site Images**.

PCMC requests Proposals ("Proposals" or "Responses") from experienced Developers ("Respondents" or "Developers") interested in working with PCMC to design and construct a mixed-income, multi-unit dwelling project (the "Project") on the Property. The Project goal is primarily an affordable residential development targeted to contain 80% or more affordable units, with a mix of approximately 80% rental and 20% for-sale 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 a partnership to deliver a

financially viable residential development that maximizes the number of affordable units and community benefits.

To this end, PCMC seeks a Developer experienced with a combination of affordable housing and multi-unit residential rental projects, sensitive lands development, public-private partnerships, and associated tax, grant, and regulatory matters, and the applicable financing and operational mechanisms for mixed-income housing projects. PCMC's contribution to the partnership will be a long-term lease of the developed property as shown in **Exhibit A: Property Site Map** and providing assistance to the Developer in obtaining financial tools and incentives to maximize the number of affordable housing units and community benefits outlined in **Exhibit F: Project Requirements and Preferences. Refer to Section V – PCMC Development Tools for additional information.**

The Developer selected by PCMC must be willing to complete the following components of the Project:

- Obtain necessary entitlements (including, but not limited to plat amendment, conditional use permit, zone change, and affordable master-planned development pursuant to the Park City Land Management Code Chapter 15-6.1). PCMC will assist with the entitlement process, including potentially initiating the rezoning application, recognizing that the ultimate decision-making authority will be with the Planning Commission and City Council. Preference will be given to Proposals in which the Developer obtains all entitlements independent of PCMC.
- Design an affordable housing project for the Property including, but not limited to affordable rental housing, resident amenity spaces, transportation, bike, and pedestrian connections and amenities, parking, and public green spaces.
- Develop a tenant selection plan that contains an agreement utilizing “waterfall” provisions that gives preference to applicants working within Park City limits and municipal employees, consistent with [Fair Housing](#) regulations.
- Develop a site plan and building design that successfully integrates and minimizes its impact on the scenic entry corridor character and exemplifies mountain town design principles.
- Achieve energy performance in accordance with IECC 2021 with the overall project design and pursuant to the adopted policies and resolutions.
- Perform a sustainability audit before the end of schematic design to identify early features for passive design to drive down energy use and ensure long-term affordability of utility bills.
- Enter into a Pre-Development Agreement (“PDA”) or alternative agreement outlining responsibilities for development of the Property and a long-term ground lease with PCMC for a contemplated minimum period of fifty (50) years.
- Construct and operate the Project per future agreements with PCMC.

SITE CHARACTERISTICS

The Property is in an area known as Southeast Quinn’s Junction, which was annexed into Park City in 2022.¹ This area is located adjacent to the Quinn’s Junction neighborhood of Park City². Southeast

¹ [Ordinance No. 2022-18](#)

² [Park City General Plan](#), p. 257

Quinn’s Junction is located on the easternmost portion of the City, with portions of the Clark Ranch Parcels located on both sides of US-40. Access to the area is currently limited to the western US-40 frontage road, which connects to Richardson Flat Road. The Property is immediately south of the Park City Heights development, which may be a potential secondary access point to the property (**Exhibit C: Property Access Map**) if negotiated with neighbors and designed and dedicated to City standards.

PCMC purchased the Clark Ranch Parcels on December 17, 2014, from the Florence J. Gillmor Estate, which at the time was unincorporated Summit County. Upon annexation, PCMC zoned it [Recreation and Open Space](#) (“ROS”) and [Sensitive Land Overlay](#) (“SLO”) due to its undeveloped state and steep slopes (**Exhibit B: Steep Slopes Map**). 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.

While the Clark Ranch Parcels are 344 acres in size, the scope of this RFP is limited to the western portion of the Clark Ranch Parcels, totaling approximately 153 acres, with the development to be concentrated in the northernmost 10-12 acres, as shown in **Exhibit A**. In 2016, the Citizens Open Space Advisory Committee (“COSAC”) recommended to City Council parameters and values of the proposed preservation of the Clark Ranch Parcels.³ The Committee unanimously recommended that up to 10 acres, located in the northwest corner of the parcel adjacent to Park City Heights, be excluded from the proposed conservation easement for senior or affordable housing, and/or essential services such as a fire station. In a prior City Council work session, staff included exhibits including a [land analysis](#) and a [site survey](#) that depicts a 10.9-acre area of land for potential development on the Clark Ranch Parcels.

The Clark Ranch land use feasibility study authorized by the City Council in 2023 evaluated future uses of the western portion of the Clark Ranch Parcels, including affordable housing or City services. The study included a site analysis, evaluation of potential site density, and draft design concepts. Based on their technical analysis, the study consultants developed a report outlining several factors that would dictate the type of development that could be accommodated, such as water pressure, sewer capacity, steep slopes, and site access. A copy of the Feasibility Study is attached as **Exhibit G**.

The study found that an affordable housing development between 90 and 275 units is feasible on the Property (i.e. the 12 acres shown in Exhibit A). This option allows the remaining balance of the western portion of the Clark Ranch Parcels to be permanently protected as open space through a conservation easement, as originally contemplated during the property acquisition process.

The study identified three density scenarios that illustrate what a future housing development on the site could constitute. These scenarios are intended to provide a point of reference for evaluating the pros and cons of different development parameters and are not intended to represent final design concepts or exact development recommendations.

³ [Staff Report](#), p. 79

Upon reviewing the density scenarios, City Council recommended prioritizing the following parameters for this RFP:

- Using the Phase I road layout (**Exhibit D: Conceptual Density Illustrations**);
- Targeting the medium density scenario 2 (approximately 150 units), with a mix of townhomes and multi-family unit types;
- Prioritizing an 80% rental and 20% ownership housing mix.
- Targeting affordability averages at or below 60% of AMI.
- Placing the Open Space Easement on the remaining undeveloped acreage simultaneous to the subdivision or development agreement.
- Giving preference to Proposals prioritizing essential/frontline workers and municipal employees, consistent with [Fair Housing](#) regulations.
- Providing ample and meaningful community engagement opportunities.
- Prioritizing multi-modal transportation options, including improved bike and pedestrian trail connections as well as connections to transit.

WRITTEN AGREEMENTS REQUIRED

Pre-Development Agreement (“PDA”). Upon completion of the selection process, the successful Respondent will be required to enter into a written PDA with PCMC or an agreement outlining an alternative ownership model. The Developer responsibilities shall be defined and detailed in the PDA or other agreement, and will likely contain, but will not be limited to, the provisions set forth below. Developers responding to this RFP shall acknowledge the 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 the environmental condition of the site (City will provide previously conducted studies) 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 pre-development 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. Funding strategies that provide maximum flexibility will receive preference.
4. Developer will prepare a construction project timeline that is satisfactory to the City.
5. Developer will be responsible for procuring necessary regulatory approvals for the entitlement, construction, and operation of the project. The City may assist in initiating the rezoning application at the request of the Developer. Preference will be given to Proposals in which the Developer obtains all entitlements independent of PCMC.
6. Developer must actively seek input from community stakeholders, neighborhood associations, residents of Quinn’s Junction, 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. Engagement and active participation of residents, businesses, neighborhood associations, governmental officials and agencies, and other community stakeholders is a mandatory requirement under this solicitation.

7. Developer will create a strategic and integrated public communications plan. Key elements of the plan should include:
 - a. One public open house meeting – The meeting will be run in an open house format to provide stakeholders the opportunity to learn more about the various projects, timelines, and mitigation efforts, and ask questions. Developer with support from the City’s Community Engagement Team, will assist in marketing the open house and developing materials needed to visually display project information and mitigation efforts. The City may provide the venue for the open house.
 - b. Develop a robust stakeholder communication plan with prioritization on residents/businesses living adjacent to the project who are likely impacted. This plan should include media relations, door-to-door outreach, weekly construction update emails, a public-facing project website (hosted by City, content provided by the selected firm), social media posts, and informational flyers that include maps, renderings, and infographics to help inform stakeholders.
 - c. Stakeholder Database Management – Create and maintain a database with contact information, including name, organization (if applicable), address, phone number, and email address. The database will be used to distribute information throughout the construction process.
 - d. Project Website – The website should contain project information, timelines, documents, renderings, contact information, as well as the ability for the public to ask questions and provide feedback. The website will be hosted on the City’s platform with content provided by selected firm.
 - e. Project Hotline Number and Email – The hotline and email will be available for stakeholders to reach out to ask questions, report concerns or request additional information. Developer will be responsible for monitoring and responding to inquiries and keeping the project team apprised of stakeholder issues and concerns.
8. Developer will implement the stakeholder communication plan in accordance with PCMC’s communication and brand guidelines, by engaging the stakeholders through the tools identified above. Developer will be responsible for the following:
 - a. Attend weekly coordination meetings with project managers to stay informed on all project aspects and determine when communication plan changes are needed.
 - b. Draft informational materials, media briefs, emails, and social media posts.
 - c. Work with the project managers to review and approve all materials being released to the public.
 - d. Document all outreach efforts and share with the City in a weekly report.
 - e. Work with the City’s Community Engagement Team to coordinate messaging City’s communication tools, such as social media, email, newsletters, and website.

- f. All community activities and dissemination of public information shall be coordinated with PCMC's Public Information Officer, and the Housing Department Project Manager.
9. Developer will be responsible for monthly progress meetings with the Project Advisory Group (Developer, Architect, General Contractor, Housing Team, City's Project Manager) throughout the planning and construction of the project.
 10. 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.
 11. 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.
 12. 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.
 13. 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.
 14. 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.
 15. 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.
 16. Developer's contractor will be required to obtain payment and performance bonds or an equivalent form of security approved by the City.
 17. Developer will be required to maintain, or cause others to maintain, property, contractor, architect, commercial general liability, builder's risk, pollution liability, auto liability, worker's compensation and professional liability insurance, if applicable, through a contract in an amount and form approved by the City.
 18. 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 long-term ground lease.
 19. 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.
 20. Developer will be responsible for a construction plan, including a construction mitigation plan, that helps to meet the [energy goals](#) of Park City and mitigate neighborhood impacts. 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 PDA 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 ground 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 the 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 minimum period of 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.

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 sensitive lands, wildland-urban interface, infrastructure/utility connections, steep slopes, and access to the site.
 - i. 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 infill developments that provide public benefits, and an understanding of creative solutions and financing tools. This is an opportunity to provide a preliminary high-level vision. However, Responses should detail your plan to: Provide housing affordable to a range of income levels in **Exhibit F: Project Requirements and Preferences** described herein;
 - ii. Maintain long-term affordability;
 - iv. Utilize environmentally friendly and sustainable principles for development; and
 - v. Facilitate multi-modal transportation connections within 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 long term ground lease 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 pre-development 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 submit via U3P or send it via email to Browne Sebright at browne.sebright@parkcity.org.

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.)

Responses are due by 3:00 p.m. on Friday, April 12, 2024. 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 PDA 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 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 Developer:

February 2, 2024	RFP is published
March 15, 2024	The question period is closed at 2:00 PM
March 29, 2024	Question answers are published, the final modification or addenda will be made on the website by 5:00 PM
April 12, 2024	RFP submissions close at 3:00 PM
April 22, 2024	RFP Submissions are reviewed and scored by Selection Advisory Committee, and top-ranked applicants are identified
April 29, 2024	Top-ranked applicants are notified for selection on shortlist
May 6, 2024	Top-ranked applicants are interviewed by PCMC

May 13, 2024	PCMC selects the first-ranked Respondent and begins negotiation to execute a PDA with PCMC
June 2024	PDA between PCMC and Developer is approved by City Council and/or Housing Authority in a public meeting
Mid-to-Late 2024	Lease agreement is finalized
Fall 2025	Construction breaks ground

EVALUATION CRITERIA

The following are the criteria that will be used in evaluating Proposals:

SECTION I - ORGANIZATIONAL CAPACITY & EXPERIENCE (46 Possible Points)	
Housing Development Experience	12
Experience with designing and developing affordable 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:	/2
- Economic success (success in attracting homebuyers, financing, sustainability, etc.);	
- Quality of past projects including architectural / site / design / landscape / amenities;	
- Timeliness of performance; and	
- Ability to deliver products as initially represented, on time and within budget.	
Experience of key team members	/ 2
Degree of technical assistance required from the Park City Municipal for implementation.	/ 2
Planning / Design Experience	10
Experience with planning and implementing similar development 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
Management / Business Experience	8
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
Financial Capacity	10
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
Organizational / Management Approach	6
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

SECTION II - PROJECT DESIGN & SOUNDNESS OF APPROACH (24 Possible Points)	
Project Impact / Design	12
Number of housing units created; number of beds created; number of households served; with higher points for maximizing variety of unit types to meet community housing needs and lower per-unit costs	/ 2
Ability to offer maximum quality / support to residents.	/ 2
Quality of proposed site design / architectural design / landscape plan and other amenities.	/ 2
Resident amenities, description of demographics served.	/ 2
Integration of design and building program with neighborhood, with preference for high level of integration.	/ 2
Proposed services, if any, offered to residents or broader community.	/ 2
Site Control / Physical Project Design	12
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

SECTION III - FINANCIAL STRUCTURE & PROJECT IMPLEMENTATION (20 Possible Points)	
Pro Forma, Funding Sources & Uses	10
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
Economic Impact	10
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:

/ 90

SECTION IV – INTERVIEW/PRESENTATION (10 Possible Points)	
Interview/Presentation	10
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.	/ 10
Proposers will be ranked on the quality of their presentation and responses to questions, up to a maximum of 10 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 100.	

Total Proposal Points:

/ 100

The selection committee will consider all documents, the presentation/interview if applicable, the response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination. The committee will select the Respondent which, in the committee's sole judgment, is best able to provide the Project.

PCMC reserves the right to reject any and all Proposals for any reason. Proposals lacking required information will not be considered. The award of a contract may be subject to approval by the City Council.

SECTION IV – DESIGN REVIEW AND PERMITTING

During the period specified in the PDA, 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: Plat Amendments, Master Planned Development (or Affordable Master Planned Development), Conditional Use Permits, Zone Change and Building Permits. The City may assist in initiating the Rezoning application at the Developer's request.

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, under specific conditions, willing to consider requests to provide additional resources to achieve a Project that meets a higher level of community benefit, as outlined in **Exhibit F: 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: If desired, PCMC may consider a below-market lease rate to decrease the overall development cost for a Project that results in a higher 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 Developers seeking applicable federal and state grants or other funding for brownfield/environmental costs in the unanticipated event that contaminated soils are discovered. PCMC will not directly subsidize soil remediation or excavation costs.
5. Energy Goal Loan: PCMC may provide grants or loans to help meet the City's energy goals.
6. Loans/Financing: PCMC may provide funding through various lending options such as City-backed loans, tax-exempt financing, or conduit financing.
7. Direct Financial Participation: For specific Proposals that intentionally exceed the Projects Requirements and Preferences identified in **Exhibit F**, PCMC may consider direct financial participation, including grant matches or land value, in accordance with applicable state and local regulations and policies.

SECTION VI – 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 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 VII – GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

PCMC will maintain a nonpublic process for the duration of this solicitation in accordance with Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”). Pursuant to Utah Code § 63G-2-305(6), all records related to this RFP, including but not limited to Proposals, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records. After execution of a contract, all submittals will be treated as public records in accordance with the requirements of GRAMA unless otherwise claimed by the Respondent as exempt from disclosure pursuant to Utah Code § 63G-2-309, as amended. The burden of claiming an exemption from disclosure shall rest solely with each Respondent. Respondent shall submit any materials for which Respondent claims an exemption from disclosure marked as “Confidential” and accompanied by a statement from Respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify Respondent of any GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA. Please note the following:

- a. Respondent must not stamp all materials confidential. Only those materials for which a claim of confidentiality can be made under GRAMA, such as trade secrets, pricing, non-public financial information, etc., should be stamped.
- b. Respondent must submit a letter stating the reasons for the claim of confidentiality for every type of information that is stamped “Confidential.” Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Failure to timely submit a written basis for a claim of “Confidential” may result in a waiver of an exemption from disclosure under GRAMA.
- c. For convenience, a Business Confidentiality Request Form (“BCR Form”) is attached to this RFP as ***Attachment 1***. Respondent must submit a completed BCR Form at the time of submission of any Proposal.

SECTION VIII – ETHICS

By submission of a Proposal, Respondent represents and agrees to the following ethical standards:

REPRESENTATION REGARDING ETHICAL STANDARDS: Respondent represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 3.1 of the Park City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 3.1 of the Park City Code.

SECTION IX – GENERAL PROVISIONS

- a. No Representations or Warranty. It is the responsibility of each Respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any Proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve Respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at Respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.
- b. Cost of Developing Proposals. All costs related to the preparation of the Proposals and any related activities are the sole responsibility of the Respondent. PCMC assumes no liability for any costs incurred by Respondents throughout the entire selection process.
- c. Equal Opportunity. PCMC is committed to ensuring equitable and uniform treatment of all Respondents throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same fundamental information.
- d. Proposal Ownership. All Proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of PCMC and will not be returned to the Respondent.
- e. Modification of RFP. 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 the contract execution. PCMC will provide written notice to Respondents of any cancellation and/or modification.
- f. Financial Responsibility. No Proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.
- g. Local Businesses. PCMC's policy is to make reasonable attempts to promote local businesses by procuring goods and services from local vendors and service providers, in compliance with Federal, State, and local procurement laws.

SECTION X – ATTACHMENT & EXHIBITS

Attachment 1: Business Confidentiality Form

Exhibit A: Property Site Map

Exhibit B: Steep Slopes Map

Exhibit C: Property Access Map

Exhibit D: Conceptual Density Illustrations (Feasibility Study)

Exhibit E: Aerial Site Images

Exhibit F: Project Requirements and Preferences

Exhibit G: Clark Ranch Affordable Housing Feasibility Study (Attachment)

Attachment 1

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-309)

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The claim of business confidentiality is supported by (please check the box/boxes that apply):

- The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
- The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____

EXHIBIT A

PROPERTY SITE MAP

Clark Ranch Parcels

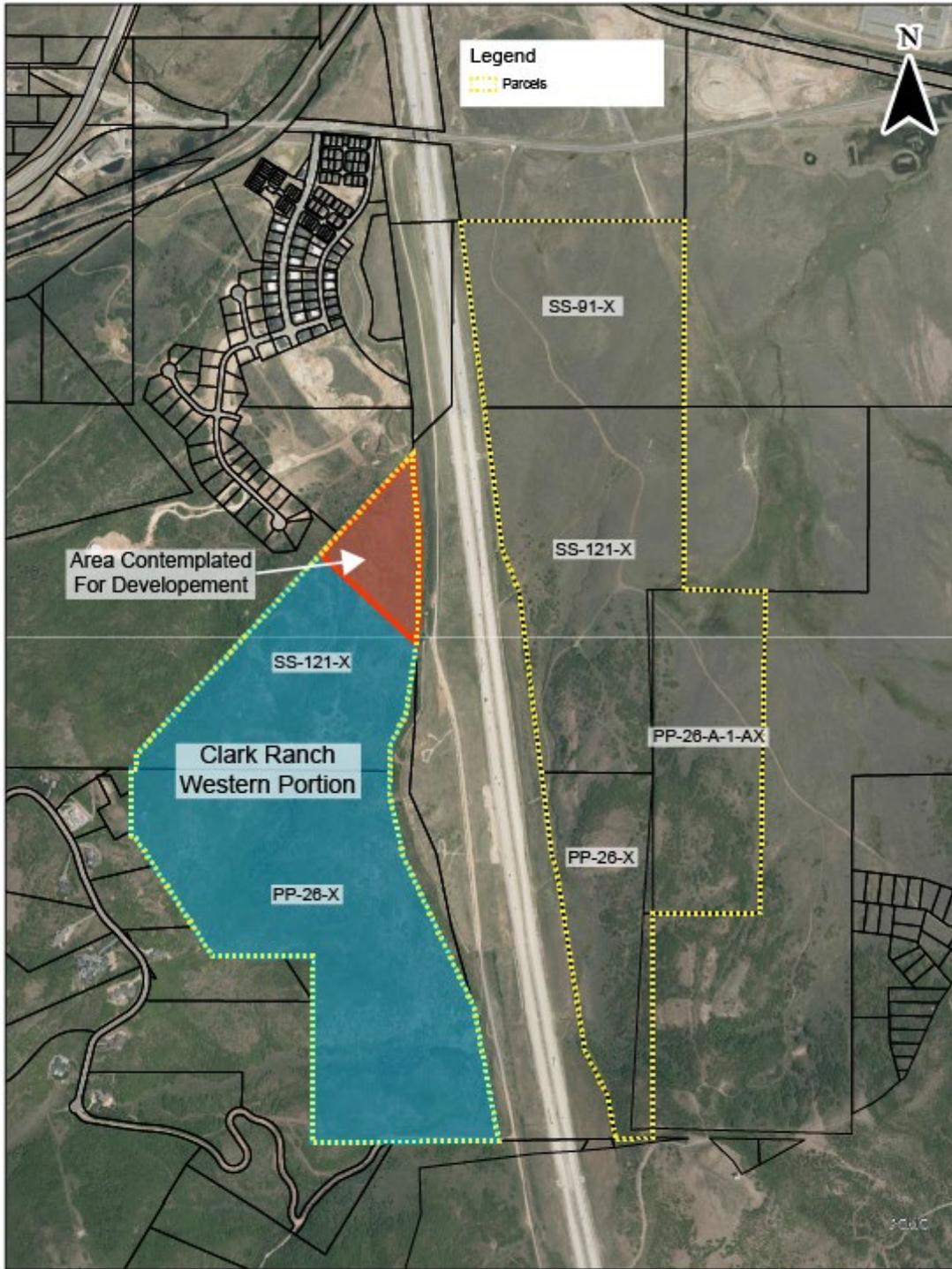
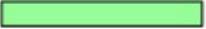


EXHIBIT B
STEEP SLOPES MAP

SLOPE ANALYSIS LEGEND	
	SLOPE 0% - 1%
	SLOPE 1% - 2%
	SLOPE 2% - 5%
	SLOPE 5% - 10%
	SLOPE 10% - 15%
	SLOPE 15% - 20%
	SLOPE 20% - 30%
	SLOPE 30% +

steep slope*
steep slope*
very steep slope
no development



EXHIBIT C
PROPERTY ACCESS MAP

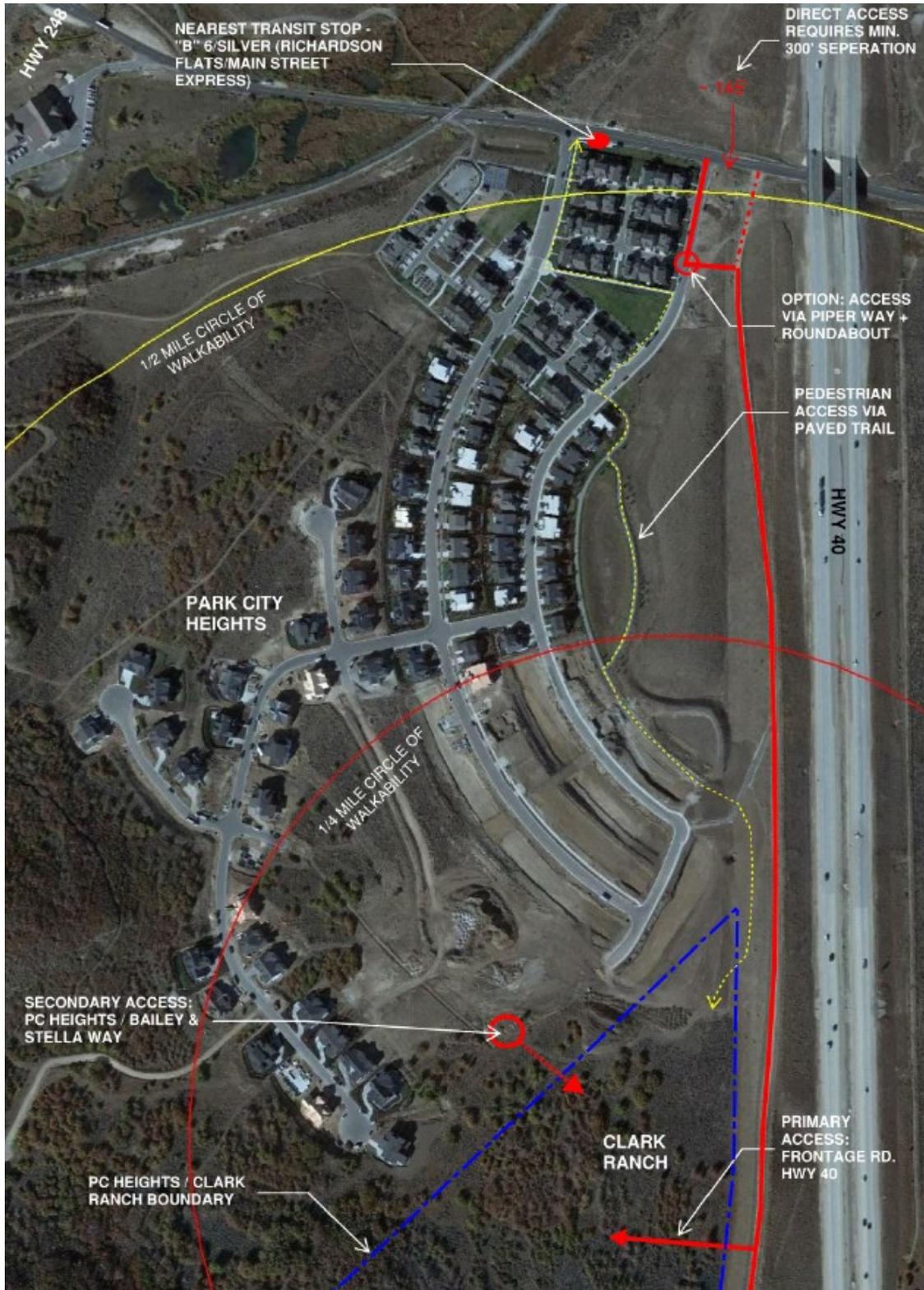


EXHIBIT D

CONCEPTUAL DENSITY ILLUSTRATIONS (FEASIBILITY STUDY)



EXHIBIT E
AERIAL SITE IMAGES



EXHIBIT F

PROJECT REQUIREMENTS AND PREFERENCES

The Project Requirements and Preferences are provided below to help articulate PCMC's vision to redevelop the Property for affordable and community housing. Under very specific conditions, PCMC may be willing to consider financial incentives for a Project that demonstrates a higher 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, 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 that is 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 trails, recreational amenities, and other areas of the neighborhood, to be publicly accessible and either publicly or 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 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;
- Construction that promotes enduring, healthy, and energy-efficient building(s);
- Construction that utilize sustainable, environmentally friendly materials and methods ([LINK](#)); and
- If the existing trails are 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 benefits 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) or similar zone;
- A project that is an Affordable Master Planned Development (AMPD);
- A project in which the Developer obtains all entitlements independent of PCMC;
- 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 a certain distance of the Property 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 sensitive lands context, including the wildland-urban interface;
- 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, trail, and recreational amenity connections, carpooling, and other related strategies.

EXHIBIT G
CLARK RANCH AFFORDABLE HOUSING FEASIBILITY STUDY
ATTACHMENT