

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 5, 2015, and that the same has not been amended or rescinded:

WHEREAS, by resolution adopted August 3, 2015, the Council of the City of Norwich authorized the 59-61 School Street Committee to draft a Development Agreement for the property at 59 School Street to submit to Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, for consideration and approval and submit said draft Development Agreement to the Council of the City of Norwich on or before the first Council meeting in September, 2015; and

WHEREAS, the Council of the City of Norwich extended the deadline to submit the proposed Development Agreement to the first meeting in October, 2015 for the property at 59 School Street, reflecting a mutual understanding of the parties; and

WHEREAS, Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, executed the proposed Development Agreement on September 22, 2015 that is before the Council for consideration, and is attached as Exhibit "A."

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that the Acting City Manager, John Bilda, be and hereby is authorized and directed to accept, execute, and deliver the Development Agreement between the developers Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, and the City of Norwich together with such other letters or documents as are necessary and in keeping with the terms of the proposed Development Agreement as approved by the 59-61 School Street Committee and executed by Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership in reference to the property known as 59 School Street, Norwich.

SCHEDULE A

CITY OF NORWICH DEVELOPER AGREEMENT

THIS AGREEMENT is made as of this ____ day of September, 2015 by and between the **CITY OF NORWICH**, a municipal corporation with its principal place of business located at 100 Broadway, City of Norwich, County of New London and State of Connecticut (the "City") and **GIL AND BARBARA JORDAN**, doing business as B & G Jordan Rentals with an address of 1897 Route 12, Gales Ferry, Connecticut (the "Developers") for the purpose of entering into an agreement (the "Agreement") for the development of the parcel of land and the structure thereon at **59 School Street** (the "Parcel"), Norwich, Connecticut by and between the City and the Developers.

FOR ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the undersigned do hereby enter into the Agreement as hereinafter set forth, incorporating the recitals therein contained with respect to the purpose and intent of the parties including all terms and conditions as follows:

I. TERMS AND DEFINITIONS

- 1.1 "Completion" and "Complete", as those terms are used in this Agreement shall be evidenced by the issuance of a Certificate of Occupancy for **59 School Street**, including but not limited to exterior and interior improvements, plantings and landscaping. Completion shall not be implied by any action or failure to act by the City or any agency of the City. The City shall determine Completion in the exercise of its municipal regulatory authority taking into account sound construction and engineering practices, all requirements of applicable building codes and compliance with this Agreement.
- 1.2 All site and construction work undertaken by the Developers in accordance with the terms of this Agreement and the materials used or to be used in connection therewith, are hereinafter generally referred to as the "Work."

II. RECITALS

- 2.1 The Developers were and are hereby selected pursuant to the recommendation of the 59-61 School Street Committee of Sale and the Resolution adopted by the Council for the City of Norwich on August 3, 2015, attached as Schedule C, as developers in reference to RFP No. 15-08, attached hereto as Schedule A, and the Proposal for Development, submitted by the Developers and dated May 16, 2015, attached hereto as Schedule B. Schedules A, B, and C are incorporated into this Agreement by reference and made a part hereof.

- 2.2 The Agreement to be executed by both parties will be presented to the Council for the City for its consideration and approval on or before the first meeting in October, 2015 as required by the Resolution adopted September 8, 2015. (See Schedule C.)
- 2.3 The following Property is subject to this Agreement and shall constitute the "Parcel": **59 School Street** (Map 101, Block 4, Lot 38).
- 2.4 The Developers shall provide a surety for the performance of the work in accordance with the ordinances, policies and procedures of the City of Norwich and satisfactory to it as more specifically described herein. Prior to commencing work, the Developers shall provide to the satisfaction of the City a performance bond, which is agreed to be five thousand dollars (\$5,000) or an equivalent surety naming the City of Norwich as Obligee and the Developers as Principals and Obligors, with the cost for said bond to be borne solely by the Developers. To avoid any misunderstanding, the City will accept a pledged passbook savings account in favor of the City of Norwich (the "Pledged Account") **OR**, at the Developers' election, a Surety Bond, which surety shall be in form and content acceptable to the City and shall remain in place at all times until completion of the Work, as Completion is defined in Section 1.1 hereof, at which time said surety shall be released. In the event of Developers' default hereunder, the City may, in its sole and absolute discretion, and at any time thereafter, draw upon said surety to complete Developers' performance obligations under this Agreement **OR** retain the surety pledged on account of damages for non-performance.
- 2.5 The Developers shall commence the redevelopment and rehabilitation of the Parcel in accordance with this Agreement and as more specifically set out in the attached Schedules A and B as soon as it is practicably possible after execution following the approval of the Council for the City as is required in Section 2.2 above. The Developers shall use all due diligence for the financing, planning, designing, municipal permitting, grading, demolition, renovation, construction, landscaping and redevelopment necessary to prepare the Parcel for access for equipment necessary to renovate, rehabilitate, market and reuse the improvement at **59 School Street** preferably in a manner sensitive to, and in recognition of, its historic aspects so as to participate in the ongoing redevelopment of the City of Norwich.
- 2.6 Upon Completion, the City shall convey its right, title, and interest in the Parcel to the Developers through a quitclaim deed. The City agrees to convey title to the Parcel at a date earlier than at project Completion to permit the Developers to obtain financing of the project by a qualified lender subject to terms and conditions acceptable to the City.

- 2.7 The Developers agree that the Work performed shall have the intended consequence of enhancing the market value of the Parcel as a residential property and fulfilling the redevelopment goals of the City. The Work shall be completed within twelve (12) months of the execution of this Agreement with time being of the essence.
- 2.8 The Developers shall commence and diligently pursue removal of trees, vegetation, trash, and any other materials that would impede fulfilling the terms and conditions of this Agreement at their sole cost and expense. The Developers shall grade the site and undertake all improvements to **59 School Street**, at their sole cost and expense. The Developers are fully aware of the existence of potentially dangerous conditions presented by the structure at **59 School Street** and agree to undertake reasonable efforts to prevent occupancy of these structures before Completion and pursue all renovations in a timely manner.
- 2.9 The Developers shall bear all responsibility and risk for the renovation and redevelopment of the building known as **59 School Street** as required by RFP No. 15-08 (see Schedule A) and obtain adequate liability insurance acceptable to the City during this phase of Work listing the City of Norwich as an additional insured.
- 2.10 All improvements made to the Parcel, while it is owned by the City and until Completion shall become the property of and belong to the City and the Developers waive the right to seek damages for the value of such improvements should the Developers fail to complete the project to the satisfaction of the City.
- 2.11 The Developers shall be responsible for all costs and expenses of performing the Work and hereby agree to indemnify and hold the City harmless from any claim with respect to the same. The Developers shall not allow any mechanic's lien to be filed against the Property and hereby covenant and agree to secure the release of any such mechanic's lien as may be filed within sixty (60) days of filing, whether by the substitution of a bond or otherwise.
- 2.12 The City reserves the right to unlimited access to the Parcel before Completion in accordance with this Agreement. If title to the Parcel passes to the Developers prior to Completion pursuant to this Agreement, the Developers shall permit the City reasonable access to the Property at mutually agreeable times.
- 2.13 Until title is conveyed to the Developers and thereafter upon the passing of title, the Developers agree to thereafter maintain the Parcel in accordance with the standards as set forth in the Property Maintenance Code for the City of Norwich and comply, whenever applicable, with the City of Norwich Housing Code, including any amendments thereto.

- 2.14 The Developers shall timely and diligently conduct the Work and thereby improve the Parcel through a combination of new construction and renovation in accordance with the terms of this Agreement.

III. CONDUCT OF WORK

- 3.1 The Developers agree and understand that the Parcel will be conveyed free and clear of consensual liens arising during the term of the City's ownership, without any other warranty or representation of title and, not by means of limiting the generality of the foregoing, title to the Parcel shall be conveyed subject to the following encumbrances and restrictions:
- (a) Taxes due the City of Norwich accruing subsequent to the conveyance of the Parcel to the Developers pursuant to this Agreement, which Developers agree to pay. Notwithstanding, the Developers reserve the right to apply for such tax benefits and abatements as the Developers may be eligible to receive.
 - (b) Any and all provisions of any ordinance, municipal regulation or public or private law affecting said Parcel.
 - (c) Covenants, restrictions, declarations, easements and agreements, if any, as of record.
 - (d) Any state of facts disclosed by a personal inspection and/or a survey of the Parcel.
 - (e) Any mechanic's liens or other encumbrances recorded subsequent to the execution of this Agreement, but prior to the conveyance of title to the Developers, that are deemed by the City, in its sole and absolute discretion, to be the fault of or arise out of the actions of the Developers.
- 3.2 The Developers agree that the Parcel will be conveyed in an "as-is" condition via quitclaim deed (the "Deed"). No warranties of any kind are made as to any part of the Parcel and no adjustments will be made for any after-discovered defects. The Developers assume all risk of loss associated with any environmental impairment (whether known or unknown) existing as of the date of closing. The acceptance of said Deed by the Developers shall constitute a conclusive determination of satisfaction and termination of the obligations of the City under this Agreement. The Developers agree that the Parcel has been examined and that they are fully satisfied with the physical condition thereof and that neither the City nor any representative or agent of the City has made any representation upon which the

Developers rely either with respect to the condition of the property conveyed by this Agreement or with respect to the boundaries or locations thereof to the extent that they may be written herein.

IV. CONDITIONS PRECEDENT TO CONVEYANCE

4.1

- (a) The City shall not be obligated to convey the Parcel to Developers until the Developers have delivered to the City evidence that Work on the Parcel is Complete. Said evidence shall include the following:
 - (1) Permits and Approvals. The Developers shall have obtained all municipal and other governmental permits and approvals required to complete the Work, including but not limited to the Certificate of Occupancy.
 - (2) Project Completion. The structure at **59 School Street** is rehabilitated, renovated, restored, and redeveloped into a residential property fit for habitation.
- (b) The City shall not be obligated to convey the Parcel to Developers at a date earlier than Completion to permit Developers to obtain financing, until Developers provide the following:
 - (1) Design and Construction Contract. The Developers shall have entered into such contracts as shall be necessary to Complete the Work in compliance with the Plan and the terms hereof.
 - (2) Financial Feasibility. The Developers shall demonstrate that sufficient funds are available to Complete the Work, including without limitation, loan and equity commitments containing customary and reasonably attainable contingencies and conditions which shall be sufficient to fund the cost of construction, architects, engineers, and other professional fees, taxes, insurance, legal fees, and all other reasonable needs necessary to Complete the Work.
 - (3) Evidence of No Substantial Change. There shall have been no substantial change in the Work under this Agreement to be completed by the Developers. For the purposes of this section, a "substantial change," shall only have been deemed to have occurred in the event that the Developers change the nature and purpose of the residential

structure at **59 School Street** or the proposed purpose for the remainder of the Parcel.

- (4) Representations and Warranties. All representations and warranties of the City and the Developers shall be affirmed to be true and correct as of Completion of the Work, or conveyance of title to the properties, whichever is later.

V. INSURANCE / INDEMNITY

- 5.1 The Developers agree to procure and at all times maintain casualty and extended coverage insurance to the satisfaction of the City and provide proof of the same prior to entry onto the premises, naming the City as additional insureds.
- 5.2 To the fullest extent permitted by law, the Developers agree to defend, pay on behalf of, indemnify and hold harmless the City of Norwich, its agents, elected and appointed officials, employees, volunteers and others working on behalf of the City of Norwich, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Norwich, its elected and appointed officials employees and volunteers and others working on behalf of the City of Norwich, by reason of personal injury, including bodily injury or death and/or property damage, including loss or use thereof, or claims for worker's compensation, or improper disposal of hazardous materials, which arises out of or is in any way associated with this Agreement.
- 5.3 The Developers shall, in addition to any other obligation to indemnify the City and to the fullest extent possible as permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected and appointed officials, employees, volunteers and others working on behalf of the City of Norwich from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Developers or any of their contractors or sub-contractors thereof, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). Violation of law, statute, ordinance, governmental administration, order, rule, regulation, or infringement of patent rights by the Developers in the performance of the Work; or c). Liens, claims or actions made by the Developers, or any of their contractors, sub-contractors, or employees thereof under workers compensation acts; disability benefit acts, or other employee benefit acts or any statutory bar. Any cost

of expenses, including attorney's fees, incurred by the City to enforce this Agreement shall be borne by the Developers.

Upon Completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Developers shall pay all claims, losses, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

- 5.4 The City of Norwich shall not assume any direct or consequential financial loss to the Developers for damage to any real or personal property in connection with this Agreement. The Developers agree to hold the City of Norwich harmless for all damages arising from efforts to complete and fulfill the terms of this Agreement.

VI. DEFAULT AND TERMINATION

- 6.1 An Event of Default shall mean the occurrence of any of the following events which, when applicable, continue beyond any applicable cure period: (i) the Developers' failure to observe or perform any of the material terms, conditions and covenants of this Agreement; (ii) the Developers' failure to timely satisfy the conditions precedent to this Agreement; (iii) the Developers' failure to seek permits for the project in a diligent manner, failure to commence the Work, or failure to diligently pursue Completion of the Work in accordance with the terms of this Agreement; (iv) the Developers' failure to Complete the Work within the time periods permitted except as may be extended pursuant to agreement of the City and at its sole discretion.
- 6.2 If an Event of Default shall occur under Section 6.1 (i)-(iii) of this Agreement, then the City shall have the right to terminate this Agreement and seek monetary damages or equitable relief as appropriate under applicable law or it may elect to demand by written notice that the Developers cure the condition or event which has caused such Default. The written demand and notice to cure the Event of Default will provide the Developers thirty (30) days to cure the Default. If the Developers do not cure the Default within thirty (30) days after receipt of the written demand and notice to cure, or if such Default is of a kind which cannot be reasonably cured within thirty (30) days and the Developers do not within such thirty (30) day period commence to cure such Event of Default and diligently thereafter prosecute such cure to completion, then the Developers shall remain in Default hereunder and shall be subject to the

remedies set forth in this Agreement or at law. The determination as to whether the Default has been cured shall be within the sole discretion of the City.

- 6.3 If the terms of this Agreement are not completed within eighteen (18) months after execution of this Agreement, or any extended deadline for project completion as may be granted by the City, whichever occurs last, the City may declare the Developers in immediate Default and, in its sole discretion, provide a written demand and notice to cure as provided in Section 6.2. Upon Default, the City shall be free to contract with substitute developers and may transfer title to the Combined Parcel to a party of its choosing.
- 6.4 The parties shall extend the relevant deadlines or default milestones under the following circumstances: (a) upon written agreement of the parties; (b) by the period of delay caused by force majeure; or (c) for the duration of any delay caused by the judicial or administrative challenge to or appeal from the issuance of any permit or approval obtained for the project, provided the Developers are diligently and continuously proceeding with its development obligations as set forth in this Agreement, to the extent feasible.
- 6.5 No waiver of any Default by the City shall be implied from any omission by either party to take any action in respect of such default if such Default continues or is repeated. No express written waiver of any Default shall affect any Default or cover any period of time other than the Default and period of time specified in such express waiver.
- 6.6 The City and the Developers agree that time is of the essence in the performance of this Agreement and all obligations hereunder.

VII. MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

- 7.1 The following representations are made with the intent that the other party rely upon the same in entering into this Agreement:
 - (a) The Developers represent that they are duly authorized and empowered to undertake and complete the Work as herein described and set forth, and to execute and to deliver this Agreement to the City, together with any and all documents, deeds and instruments required hereunder to be executed and delivered in connection with this project.
 - (b) The City represents that it has been duly authorized by the Norwich City Council to undertake its obligations in connection with the project as herein

described and set forth, and to execute and deliver this Agreement and any and all documents, deeds, and instruments required hereunder to be executed and delivered by it for the project.

- (c) Each of the parties hereto affirmatively represent that it has engaged no broker or consultant in connection with the negotiation of this Agreement, and each hereby indemnifies and holds the other harmless against any claims for fees for such services by any person or firm.

- 7.2 Nothing contained in this Agreement, or in past or future transactions, shall create, or be deemed to create any partnership, principal and agent, or joint venture relationship between the City and Developers. This Agreement shall survive the execution and delivery of any deeds or other documents required by or referred to in this Agreement.

- 7.3 In the event a party prevails in an action or proceeding, including an arbitration proceeding, brought to enforce any right arising hereunder, such prevailing party shall be entitled to the award of its reasonable costs and legal fees incurred in the prosecution or defense of such proceeding.

- 7.4 The Developers shall give prompt written notice to the City after the occurrence of any fire, earthquake, act of God, or other casualty to, or in connection with, the development of the Combined Parcel or any portion thereof prior to project Completion.

- 7.5 If the Combined Parcel shall be damaged or destroyed by casualty prior to Completion, the Developers shall reconstruct, repair or restore it so long as it is lawful to do so to substantially the same condition in which it, including the structure at **59 School Street**, existed prior to the occurrence of such casualty. The Developer shall promptly and with all due diligence complete such reconstruction, repair and restoration no later than one (1) year following the date of the casualty.

- 7.6 Upon the occurrence of any such casualty, the Developers shall, promptly and with all due diligence: (a) apply for and collect all applicable insurance proceeds recoverable with respect to such casualty, and (b) complete the reconstruction, restoration or repair of the Combined Parcel.

- 7.7 All notices pertaining to any provision of this Agreement shall be sent:

If to the Developers: Gil and Barbara Jordan
1897 Route 12

Gales Ferry, CT 06335

If to the City: City Manager
City Hall
100 Broadway
Norwich, CT 06360

With a copy to: Michael E. Driscoll, Esq.
Brown Jacobson P.C.
P.O. Box 391
22 Courthouse Square
Norwich, CT 06360

- 7.8 The parties may mutually modify the terms of this Agreement only in writing.
- 7.9 Upon the full and complete performance of the obligations contained in this Agreement by the Developers, and at the Developers' written request, the City shall execute and deliver a quitclaim deed for the Combined Parcel.
- 7.10 DEVELOPERS AND EACH AND ALL ENDORSERS AND GUARANTORS OF THIS AGREEMENT ACKNOWLEDGE THAT THIS AGREEMENT IS A COMMERCIAL TRANSACTION AND WAIVE THEIR RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE CITY MAY DESIRE TO USE, and further, waive diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, and notice of any renewals or extensions of this Agreement, and all rights under any statute of limitations, and agree that the time for performance of this Agreement may be changed and extended at City's sole discretion, without impairing its liability thereon, and further consent to the release of all or any part of the security for the payment hereof at the discretion of City, or the release of any party liable for this obligation without affecting the liability of the other parties hereto. Any delay on the part of City in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted for one occasion shall not operate as a waiver in the event of any subsequent default. TO THE EXTENT ALLOWED BY LAW, THE DEVELOPERS HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING HEREUNDER OR RELATIVE

TO ANY AGREEMENT, WRITTEN OR ORAL, EVIDENCING, GOVERNING OR SECURING THIS AGREEMENT.

- 7.11 It is expressly understood that no Property shall be used in any manner by the Developers for any purpose not anticipated under this Agreement without the express consent of the City Council in each instance and for each use.
- 7.12 This Agreement shall be governed by the laws of the State of Connecticut and enforceable in its courts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

CITY OF NORWICH (City)

By: _____
John Bilda
Acting City Manager
Duly Authorized

(SIGNATURE LINES CONTINUED ON NEXT PAGE)

EXHIBIT A

59 & 61 School Street Committee of Sale

RFP No. 15-08

**Request for Proposals for Development of the
Property at
*59 School Street***

Issued: March 27, 2015

Responses Due: May 21, 2015

TABLE OF CONTENTS

| | | |
|-------|--|--|
| 1 | INTRODUCTION..... | |
| 1.1 | OVERVIEW OF THE PURPOSE OF THE 59 & 61 SCHOOL STREET COMMITTEE | |
| 1.2 | MINIMUM QUALIFICATIONS..... | |
| 1.3 | SELECTION CRITERIA..... | |
| 1.4 | SELECTION PREFERENCES..... | |
| 1.5 | SELECTION PROCESS AND PROJECT SCHEDULE..... | |
| 2 | SUBMISSION OF RESPONSES..... | |
| 2.1 | INQUIRIES..... | |
| 2.2 | DEADLINE..... | |
| 2.3 | FORMAT..... | |
| 2.4 | CONTENTS..... | |
| 2.4.1 | <i>Letter of Qualifications</i> | |
| 2.4.2 | <i>Letter of Intent</i> | |
| 2.4.3 | <i>Background Information</i> | |
| 2.4.4 | <i>Financial Qualifications</i> | |
| 2.4.5 | <i>Relevant Experience</i> | |
| 3 | AFFIRMATIVE ACTION STATEMENT..... | |
| 4 | CONDITIONS..... | |
| | FORM 1: RESPONDENT BACKGROUND INFORMATION..... | |
| | APPENDIX A: LETTER OF QUALIFICATIONS..... | |
| | APPENDIX B: LETTER OF INTENT..... | |
| | APPENDIX C: COMMITMENT TO NEGOTIATE..... | |
| | APPENDIX D: ALTERNATIVE WORK PRACTICE... .. | |

1 INTRODUCTION

This Request for Proposals ("RFP") is issued by the 59 & 61 School Street Committee (hereafter "the Committee") on behalf of the City of Norwich. The RFP is issued for the purpose of recruiting developers including individuals, who may be from the public or private sector ("Respondents"), to preserve, develop, rehabilitate, design, construct, manage, finance, market, lease and reuse the subject parcel, preferably in a manner sensitive to, and in recognition of, its historic aspects as set forth more specifically herein. With this RFP, the City of Norwich is actively soliciting Proposals - the timing, form and substance of which are described in Section 2. below - from Respondents who wish to participate in the ongoing redevelopment of the City of Norwich. The RFP involves one (1) parcel constituting one project: 59 School Street. Please note that the City is posting a separate RFP for the property at 61 School Street sharing the same submission deadline. Respondents may submit proposals affecting either or both properties.

1.1 OVERVIEW

The Committee was established pursuant to Resolution adopted by the Council of the City of Norwich on November 13, 2013. Its purpose is to select and recommend to the Council a proposed developer for the redevelopment or reuse of certain properties on School Street as part of the City of Norwich's effort to revitalize properties which are considered blighted and/or abandoned. The Program offers City owned real estate to individuals or entities willing to rehabilitate the property for residential, commercial, or non-profit use in compliance with all applicable municipal requirements including zoning restrictions. The property will remain owned by the City of Norwich until work is completed on the subject parcel. When title is transferred, it will be pursuant to a quitclaim deed in consideration of one (\$1) dollar and, if applicable, a commitment to complete all necessary improvements within twelve (12) months of the date of execution of the development agreement. The City may agree to convey the property at an earlier date to permit the financing of the project by a qualified lender subject to terms and conditions acceptable to the City. The Committee is to report its recommendations to the Council by the Council's second meeting in June, 2015.

1.2 MINIMUM QUALIFICATION CRITERIA

- Respondent cannot be a previous owner of property taken through the foreclosure process;
- Respondent must be current on all City of Norwich taxes and fees;
- Respondent must provide proof of and possess the financial wherewithal to complete the work proposed;
- Respondent must furnish a \$5,000 performance bond, letter of credit, or passbook savings account payable to the City of Norwich and may not draw upon the bank account or cancel the line of credit without first receiving City approval;
- Respondent may be required to maintain and provide proof of insurance against property loss commensurate with the property value after completion of the proposed improvements and proof of adequate insurance for personal injury, all in amounts and by carriers satisfactory to the City.

1.3 CRITERIA

The Committee will conduct a selection process and thereafter issue a recommendation for a proposed developer to the Norwich City Council that will focus on the following criteria:

- Adherence to minimum qualification criteria; only applications that evidence compliance with the minimum criteria will be given further consideration by the Committee;
- The specificity of the proposed work plan including architectural drawings and site plans for the property where applicable;
- The extent to which the proposal takes into account retention of existing architectural features and restoration of authentic historic aspects;
- The depth and nature of the Respondent's past proven success on similar projects;
- The Respondent's financial capabilities;
- The Respondent's ability to work cooperatively with the City of Norwich, its staff and Commissions;
- The Respondent's ability to perform on time and on goal;
- Preference will be given to the proposal that most greatly increases the values of the properties.

1.4 SELECTION PREFERENCES (listed in order of preference as a-d)

- a. Respondent renovating into owner-occupied unit(s).
- b. Respondent renovating into rental units.
- c. Respondent renovating and selling property.
- d. Respondent proposal of a use not listed above.

1.5 SELECTION PROCESS AND PROJECT SCHEDULE

In general, the selection process is as follows: (1) selection of "Qualified Respondent(s)" based on responses to the RFP; (2) review, interviews, clarification and evaluation of Proposals from Qualified Respondents by the Committee with assistance from city administrative staff as assigned by the city manager; (3) preliminary negotiation of Development Agreements with Qualified Respondents by the Committee; (4) selection of, and negotiations with, the "Selected Respondent" by the Committee resulting in a proposed agreement; and (5) the proposed agreement with the "Selected Respondent" will be forwarded to the Norwich City Council for further action. The City of Norwich through the City Council reserves the right to accept or reject the Committee recommendation for a proposed developer for any reason reserving the right to itself to amend or modify the terms of any proposal or to refer the RFP back to the Committee for further review based upon the criteria identified in the RFP or by the City Council.

Proposals will be evaluated through the selection process to determine if the Respondents meet the Minimum Qualification Criteria set forth in Section 1.2 herein. The Committee and/or the Norwich City Council reserves the right to enter negotiations with any and all Respondents and reject any proposal at any time in the selection process.

Any Respondent designated as a Qualified Respondent shall be a party financially, technically and administratively capable of undertaking the development, including design, construction, management, financing, marketing, leasing and operation, of the property at 59

School Street. It should be noted at the outset of this process that the final evaluation of responses to the RFP from the Respondents is expected to take into account several factors including, but not limited to, construction expertise, cost, degree of contractual risk assumed, guarantees, and ability to provide financial assurances. The City of Norwich is seeking Respondents capable of performing all necessary work in a timely and competent manner and able to make a sufficient financial commitment to the development project that will support the long-term viability of the property.

Any agreement with the city will require that there be no occupancy of any portion of any of the property to be conveyed prior to the completion of renovations as required in the development agreement.

The following schedule identifies major activities and anticipated dates in the selection process.

RFP Issued: March 27, 2015

Property Review:

Open House: 9:00-12:00 Wednesday April 7, 2015

2:00-4:30 Thursday April 8

Other times: by appointment if necessary

Proposals Due: May 21, 2015

Following receipt of Respondent's Qualification Statement, the Committee, with the assistance of city administrative staff when necessary, will screen applications pursuant to the Minimum Qualification Criteria outlined in Section 1.2. Thereafter, it will schedule interviews with Qualified Respondents at the parties' mutual convenience and initiate the interview process. Upon completion of the selection of a candidate as proposed developer, it will forward its recommendation, including supporting documentation, to the Norwich City Council for additional investigation, approval, or rejection in accordance with the Resolutions adopted by the Council for the City of Norwich on November 18, 2013 and October 6, 2014.

2 SUBMISSION OF RESPONSES

2.1 INQUIRIES

All questions regarding the request for proposals must be sent in writing no later than May 11, 2015 at 12:00 P. M. to the chairman of the 59 and 61 School Street Committee in care of the City Purchasing Agent via e-mail to whathaway@cityofnorwich.org or by fax to (860)823-3812.

2.2 DEADLINE

Qualification Statements are due on May 21 and must be received by 2:00 p.m. on that date. Documents should be sent to:

Joe East, Chairman
c/o William Hathaway, Purchasing Agent
City Hall

100 Broadway
Norwich, CT 06360

Late Proposals may result in not being evaluated under this RFP. They may be considered as unsolicited proposals, subsequent to the RFP process.

2.3 *FORMAT*

Respondents are asked to submit three (3) copies of their Proposals; one of these copies should be unbound and ready for duplication. Submissions should be tabbed for easy reference, and, to the extent possible, cross-referencing should be avoided.

2.4 *CONTENTS*

Respondents are asked to conform their Proposals to the Table of Contents including all specified criteria identified in the RFP. All requested information shall be provided.

2.4.1 Letter of Qualification

The Letter of Qualification provided at Appendix A of this RFP shall be executed and returned. It shall be prepared on Respondent's letterhead. The City will not accept modifications to the language in this letter.

2.4.2 Letter of Intent

The Letter of Intent provided at Appendix B of this RFP shall be executed and returned. It shall be prepared on Respondent's letterhead. The City will not accept modifications to the language in the letter.

2.4.3 Background Information/Business Qualifications

The City of Norwich requests, with respect to the parcel identified:

- a. A statement of Respondent's willingness to assume overall responsibility for implementation of the project;
- b. A statement that, if selected, Respondent will make provision for meaningful performance and completion guarantees;
- c. A statement that, if selected, Respondent will design and construct the project(s) in accordance with the terms and specifications agreed to by the City and Respondent.
- d. A statement that, if selected, Respondent will pay damages in the event that the project(s) are not completed on the timelines memorialized in the Agreement;
- e. A statement that, if selected, Respondent will maintain appropriate insurance policies at levels specified in the Agreement, will name the City of Norwich as an additional insured, and will indemnify the City of Norwich.
- f. A statement that indicated the approximate percentage or amount of equity that Respondent would invest in each project indicated.

In addition, the City of Norwich requests:

- g. Evidence that Respondent has an acceptable record of business practices, including compliance with municipal ordinances, labor, and environmental laws;
- h. Any additional information that Respondent wishes to provide, including description of Respondent's business approach.

2.4.4 Relevant Experience

- A. Respondent shall demonstrate the ability to perform on time, on budget, and on goal.
- B. Respondent shall demonstrate the ability to refurbish, renovate, and rehabilitate the subject premises in accordance with the State of Connecticut Building Code and industry standards of workmanship.
- C. During the interview process, the Respondent will be expected to be able to provide and discuss information with respect to at least three reference projects, preferably similar in scope and nature to the subject of this RFP, including information as to rental income for the last two years. Upon request, the respondent will be required to provide evidence that the reference projects were developed consistent with contractual requirements, including without limitation, financing commitments, and were completed in a timely manner. The Respondent will be permitted to provide an explanation in the event any project was delayed, and may be required to provide additional evidence with respect to the same. Respondent should be prepared to discuss the following with respect to each reference project, and be prepared, upon request to provide the following in written form:
 - 1. Name and location of project;
 - 2. Names and telephone numbers of municipal officials responsible for oversight of project;
 - 3. A reasonably detailed description of the building, including design, construction, and financing structure;
 - 4. Total development costs;
 - 5. The Respondent's role in project development, design, permitting, financing, construction, rehabilitation (if any), operation, maintenance and marketing;
 - 6. Development timeline, including construction start and completion dates;
 - 7. Any claims, litigation, judgments, notices of violations, or administrative enforcement actions arising out of the construction and/or operation of the project.

3 AFFIRMATIVE ACTION STATEMENT

The City of Norwich is an Affirmative Action/Equal Opportunity Organization. Minority/Women's Business Enterprises are encouraged to submit Qualification Statements.

4 CONDITIONS

By responding to this RFP, each Respondent will be deemed to acknowledge and consent to the following conditions relative to the qualification process and the selection of Qualified Respondents:

- Except as otherwise noted herein, Respondent(s) are discouraged from contacting any city official, board member, or city employee regarding this RFP and the matters discussed therein.
- All costs incurred in connection with responding to this RFP will be borne solely by the Respondent;
- The City reserves the right to reject, for any reason, any and all responses and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement;
- The City reserves the right to eliminate from consideration any Respondent who submits incomplete, inadequate responses, or is not responsive to the requirements of this RFP;
- The City may qualify Respondents whose responses contain immaterial deviations from the Minimum Qualification Criteria;
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information, or to withdraw this RFP at any time;
- The City may, at its discretion, waive any provision herein as it deems in the best interests of the projects;
- All Proposals shall become the property of the City and will not be returned and may be made available to the public. The City will attempt to avoid disclosing confidential financial information submitted with any proposal, but does not agree to guarantee confidentiality;
- All contracts relating to the projects will be governed by the laws of the State of Connecticut and the policies and procedures of the City of Norwich;
- Any Proposals not received by 2:00 p.m. Eastern Standard Time on may be rejected, unless Respondent requests that such be considered as an unsolicited proposal;
- The Respondent, in addition to the procedure set forth herein, which includes attending an interview and, if requested, providing written answers to questions to the 59 & 61 School Street Committee, shall be required, if so requested, to meet with counsel of the City of Norwich, or a committee or subcommittee thereof, before the Council selects a developer;
- The formation of a joint venture after qualification, and any change in a prequalified joint venture, will be subject to the written approval of the City and may be denied if: (i) any participant withdraws from the joint venture and the remaining participants do not meet the qualifying requirements, or (ii) any new participants to a joint venture are not qualified, individually, or as another joint venture;

- The City reserves the right to permit a Respondent or Principal Company to remain in the procurement process as long as it is able to demonstrate that it meets the Minimum Qualification Criteria set forth in section 1.2 above.

FORM 1: RESPONDENT BACKGROUND INFORMATION

1. _____ (Respondent Name)

2. Principal Place of Business (Company headquarters)

3. Type of Business Entity (corporation, partnership, business trust, etc.)

4. Names of Company Officers:

President _____

Agent for Service _____

5. Summarize the Company's (or the Individual's) principal line(s) of business.

APPENDIX A: LETTER OF QUALIFICATIONS

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) regarding the property at 59 School Street issued by the City of Norwich on May 21, 2015.

We affirm that the contents of our Proposal, which is incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and are made in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Individual)

(Signature of Authorized Officer*)

(Type Name and Title)

(Type Name and Title)

Dated:

Dated:

** If a joint venture, partnership or other formal organization of firms is (are) submitting a Qualification Statement, each participant shall execute and submit this Letter of Qualifications.*

APPENDIX B: LETTER OF INTENT

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 59 School Street issued by the City of Norwich in accordance with the provisions contained therein.

(Name of Respondent) states that the contents of the Proposal contains accurate, factual and complete information,

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

(Name of Respondent) agrees that it will assume overall responsibility for the performance of its team in implementing the project and is prepared to offer the types of financial guarantees of its performance as indicated in Section 1.2 of this RFP.

(Name of Respondent) declares, represents and warrants that it has no legal claims or actions of any kind (other than property tax challenges) pending or threatened against either the City of Norwich and hereby waives and releases any right to assert any such claims now or in the future.

(Name of Respondent) hereby declares that the only persons participating in this Proposal as principals are named herein and that no person other than herein mentioned has any participation in the Proposal or in the Agreement to be entered into. Additional persons may subsequently be included as participating principals only if acceptable to the City.

(Name of Respondent) declares that this Proposal is made without connection with any other person, firm, or party who has submitted a Proposal, except as follows: _____ and that it has been prepared and submitted in good faith and without collusion or fraud.

(Signature of Authorized Individual)

(Typed Name and Title)

(Name of Respondent)

APPENDIX C: COMMITMENT TO NEGOTIATE

(Note: To be prepared on Principal Company's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 59 School Street, issued by the City of Norwich on May 21, 2015.

(Name of Respondent) states that the content of the Proposal contains accurate, factual and complete information.

(Name of Respondent) understands that the City reserves the right to proceed directly to negotiation of an Agreement. If the City Council selects the Respondent to engage in negotiation of an Agreement on the project in which the Respondents has expressed interest as noted on Form 2 attached to the RFP, this is to confirm that the Respondent is committed to negotiate in good faith the terms and condition of such Development Agreement(s) with the City through the Board in a timely fashion.

(Name of Respondent) agrees that it will not request assistance from the State of Connecticut for implementation of the project without written consent of the City.

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

RESPONDENT:

By: _____
(Signature of Authorized Individual)

(Printed Name)

CITY OF NORWICH:

By: _____
(Signature of Authorized Individual)

(Printed Name)

EXHIBIT B

To: City of NORWICH
59 & 61 School Street Committee of Sale

RFP No. 15-08

Proposals for Development of the
Property at
59 School Street

B&G JORDAN RENTALS
Barbara & Gil Jordan

FROM: B+G JORDAN RENTALS
BARBARA + Gil JORDAN
1897 RT 12
Gales Ferry, CT 06335

Phone 860-412-5277

860-887-2800
week DAYS

B&G JORDAN RENTALS
Barbara & Gil Jordan

EMAIL Gil.BARBARA.31@GMAIL.COM

FORM 1: RESPONDENT BACKGROUND INFORMATION

1. Gil + BARBARA Jordan B+G Jordan Rentals
(Respondent Name)

2. Principal Place of Business (Company headquarters) B&G JORDAN RENTALS
Barbara & Gil Jordan

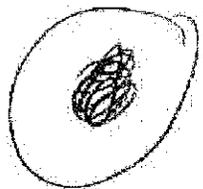
Gil + BARBARA Jordan
B+G Jordan Rentals, 1897 Rt 12, Gales Ferry, Ct

3. Type of Business Entity (corporation, partnership, business trust, etc.)

PARTNERSHIP

4. Names of Company Officers:
Partner gilbert + BARBARA Jordan
President
Agent for Service gilbert Jordan

5. Summarize the Company's (or the Individual's) principal line(s) of business.
WE HAVE OWNED Rental Property FOR OVER 45 YEARS
WE OWN 20 Rental properties (10 properties in New
We also own + operate Jordans Used Auto Parts
31 RT 2
PRESTON, Ct 06365
WE HAVE BEEN in the Automotive Business
FOR 39 YEARS.



APPENDIX A: LETTER OF QUALIFICATIONS

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear City of Norwich, 59 + 61 School St. Committee of Safety

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) regarding the property at 59 School Street issued by the City of Norwich on May 2, 2015.

We affirm that the contents of our Proposal, which is incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and are made in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Barbara Jordan
(Signature of Individual)

Barbara Jordan
(Signature of Authorized Officer*)

Partner B+G Jordan Rentals
(Type Name and Title)

Partner B+G Jordan Rentals
(Type Name and Title)

Dated: 5/16/15

Dated: 5/16/15

B&G JORDAN RENTALS
Barbara & Gil Jordan

* If a joint venture, partnership or other formal organization of firms is (are) submitting a Qualification Statement, each participant shall execute and submit this Letter of Qualifications.

APPENDIX B: LETTER OF INTENT

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear City of Norwich 59+61 School St Committee of Sale

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 59 School Street issued by the City of Norwich in accordance with the provisions contained therein.

(Name of Respondent) states that the contents of the Proposal contains accurate, factual and complete information.

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

(Name of Respondent) agrees that it will assume overall responsibility for the performance of its team in implementing the project and is prepared to offer the types of financial guarantees of its performance as indicated in Section 1.2 of this RFP.

(Name of Respondent) declares, represents and warrants that it has no legal claims or actions of any kind (other than property tax challenges) pending or threatened against either the City of Norwich and hereby waives and releases any right to assert any such claims now or in the future.

(Name of Respondent) hereby declares that the only persons participating in this Proposal as principals are named herein and that no person other than herein mentioned has any participation in the Proposal or in the Agreement to be entered into. Additional persons may subsequently be included as participating principals only if acceptable to the City.

(Name of Respondent) declares that this Proposal is made without connection with any other person, firm, or party who has submitted a Proposal, except as follows: _____ and that it has been prepared and submitted in good faith and without collusion or fraud.

Barbara Jordan
(Signature of Authorized Individual)

Gil + BARBARA Jordan
(Typed Name and Title) Partner

B&G JORDAN RENTALS
Barbara & Gil Jordan

B+G Jordan Rentals
(Name of Respondent)

Gil + BARBARA Jordan

APPENDIX C: COMMITMENT TO NEGOTIATE

(Note: To be prepared on Principal Company's Letterhead. The City will not accept modifications to the language in this letter.)

Dear City of Norwich, 59 + 61 School St Committee of Safe

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 59 School Street, issued by the City of Norwich on May 21, 2015.

(Name of Respondent) states that the content of the Proposal contains accurate, factual and complete information.

(Name of Respondent) understands that the City reserves the right to proceed directly to negotiation of an Agreement. If the City Council selects the Respondent to engage in negotiation of an Agreement on the project in which the Respondents has expressed interest as noted on Form 2 attached to the RFP, this is to confirm that the Respondent is committed to negotiate in good faith the terms and condition of such Development Agreement(s) with the City through the Board in a timely fashion.

(Name of Respondent) agrees that it will not request assistance from the State of Connecticut for implementation of the project without written consent of the City.

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

RESPONDENT:

By:

Barbara Jordan
(Signature of Authorized Individual)

Gil Jordan, BARBARA Jordan
(Printed Name)

B&G JORDAN RENTALS
Barbara & Gil Jordan

CITY OF NORWICH:

By:

(Signature of Authorized Individual)

(Printed Name)

59

59 School St needs A NEW ROOF
Badly. I will need A layer of plywood
After stripping old shingles.

The is A problem with the outside
wall up high close to the roof. This
wall is blowing out. This is the Eastern
wall of 59 School St - Between 59 + 61

School St. The roof in this area
+ inside ceiling + wall sheet rock will have
to be taken out to insp + repair this
problem.

All the plumbing supply lines + Heating
Base Board Have been stolen and will need
replacing. Probably the furnace will have
to be replaced. All plumbing will
have to be replaced or repaired.

A Electrician will have to check
out the panel + all wiring.

All doors + windows will have to be
repaired or replaced.

The outside deck-porch area needs
A lot of work.

The cellar part of the house needs
to be gutted out due to water damage
+ mold from the roof leaking for
years.

After the major issues are repaired
we would completely renovate the rest
of the house.

We have in the bank plenty
of money to do this house. I estimate
\$75,000.

59

The City of Norwich owns lots on School St (45, 47, 49, 51 Washington St) These 4 lots were put out on a RFP in 2018 or 2014 with no interest.

The sections next to 59 School St would be great for parking for 59 + 61 School St. It would take fill, but could be done.

The sections of land on Washington St. could be developed - later.

The biggest issue we see with School St is lack of parking.

The last people that I lived at 59 + 61 School St parked on the side walks. I noticed a lot of tickets on their windshields.

Anybody that rebuilds these 2 houses (59 + 61) School St without taking advantage of possible off street parking is making a mistake + only adding to the problems in the area.

If we got off street parking we would live at 59 School St.

We believe this area could really be improved + are willing to make a large investment of time + money.

We have 3 other houses in the School St + Fountain St area.

B&G JORDAN RENTALS
Barbara & Gil Jordan

Both these Houses 59 + 61 School St. Have Septic tanks outside below the cellar floor level + must HAVE sewer pumps to pump up to the street. We HAVE the same system ON A House AT 93 School St. These AR costly to replace pumps + CAN BE ongoing problems if Tenants flush the wrong things down the toilets.

B&G JORDAN RENTALS
Barbara & Gil Jordan

We are presently doing a complete
renovation of 9 Fountain St
We got these properties in March 2015
We already paided to have the
house on 9 1/2 fountain st removed
by Mel Weise Construction Co.
We are doing good time wise
on this job. A lot of grading
has been done. We are working
inside starting to remodel the 2
apartments. I can already tell
it is going to be really nice.

B&G JORDAN RENTALS
Barbara & Gil Jordan

Page 30

B&G JORDAN RENTALS
Barbara & Gil Jordan

experience

We own 10 properties in Norwalk
All of which we have improved on
& always paid our taxes. At least
3 of these properties were condemned
& in bad shape when we bought them.

A 3 family of an 35 Bolduc Lane,
Trafville, Ct. This house we completely
gutted, installed new wiring, all new
plumbing & Heating systems. With all
new insulation & sheet rock.

This house we found serious
structural problems when we gutted
it. We were able to correct all
these problems & satisfy the
Building Dept & Norwalk Fire Marshall.
Build inspector Greg Arpin worked
on this project with us & was very
helpful.

This property now produces
\$2500 per month.

PAGE 7

The 2nd condemned ^{house} WAS 93 School St. A 3 family house also. We repaired and it now produces \$2650.00 per month.

This house had serious problems with the sewage system. We had the sewage pumps replaced + had it inspected + signed off by the Board of Health. This house we had a new roof installed + all new heating systems (3) with on demand hot water. We had the BRICK repaired on on the sides replaced with vinyl siding.

This house came out really nice + has beautiful views of the harbor + marina. It is also across the street from 3-5 + 9-9 1/2 South St + another reason we are interested in improving the whole area.

Another city property we repaired is 293 Tolman St extension

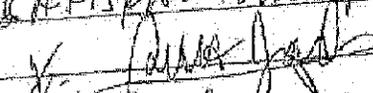
Pages

253 Talman St ext used
to be a CAR WASH &
LAUNDRY MAT. When we
bought it was in BAD SHAPE &
the previous owners owed about
\$30,000 in BACK TAXES, which
we paid. We rebuilt this
Building with new GARAGE DOORS,
3 OFFICES & 3 BATH ROOMS. All
new ROOF, WIRING, HEAT & everything

We went before THE CITY
and got approval for 3 used
CAR dealers licenses, this
property we fixed up about
fourteen years ago. It now produces
\$2750.00 per month

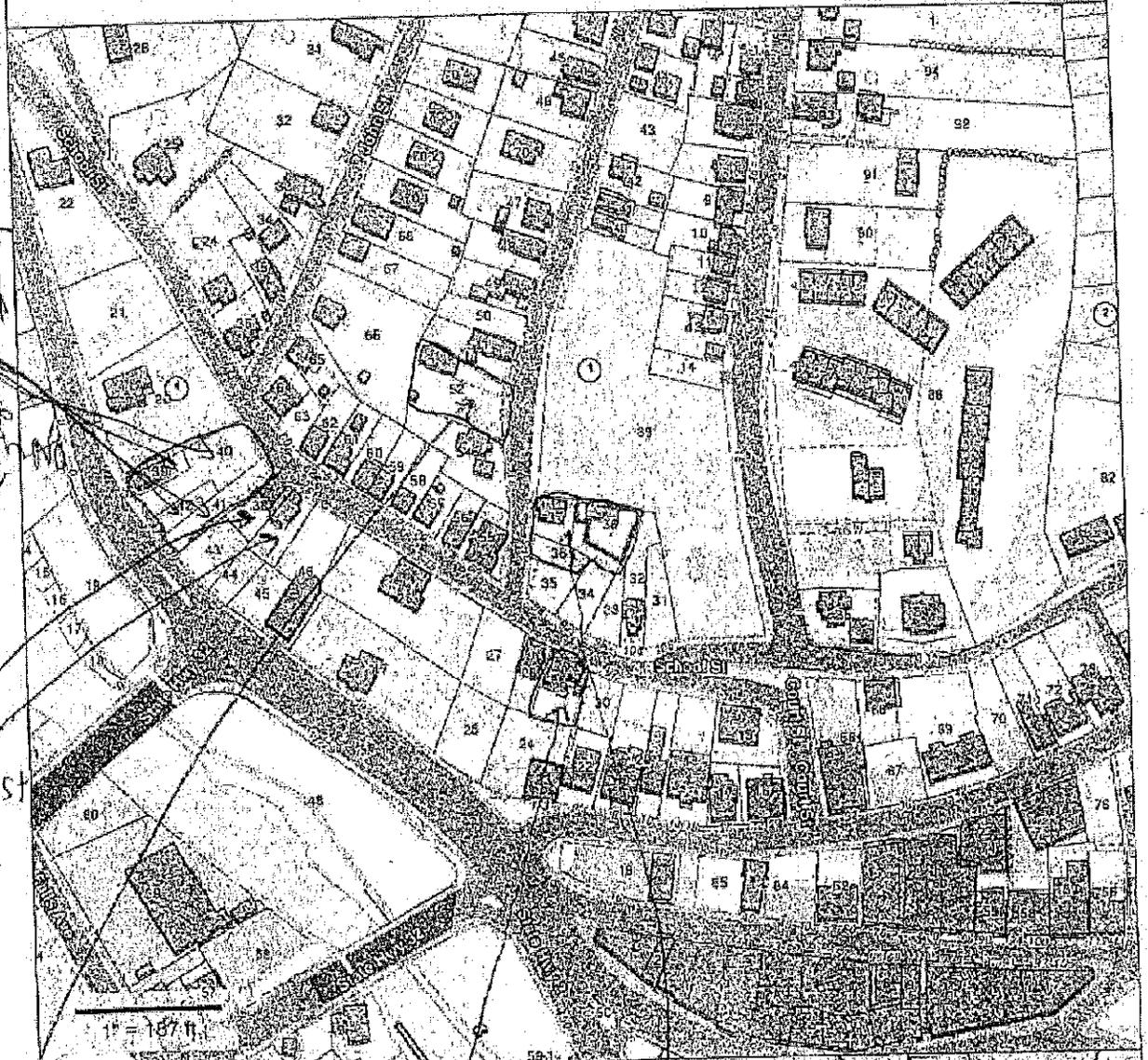
We have fixed up a lot
of other properties in other towns
over the years.

Buying & fixing up blighted & abandoned
properties is something we enjoy &
get great satisfaction from

X. 
X. 

City of Norwich

9 1/2 FOUNTAIN ST



City of Norwich
Property
area
not out with
interest

59
61
School St

Property Information
Property ID 102-001-038.000-0000
Location 9 1/2 FOUNTAIN ST
Owner NORWICH CITY OF

We own other
properties in the Area
Therefore Have A REAL
Interest in Improving
Area

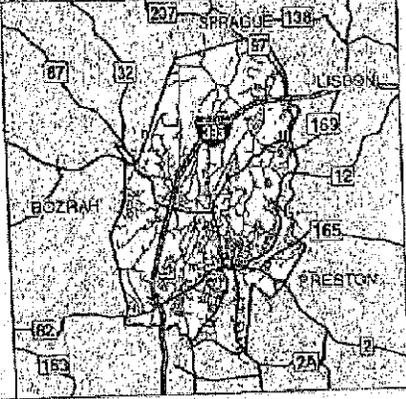
2022 Fountain St
93 School St



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

The City makes no claims and no warranties,
expressed or implied, concerning the validity or
accuracy of the GIS data presented on this map.

Parcelle updated October 1, 2013



We are working on
9 Fountain St RFP 15-03

EXHIBIT C

WHEREAS, by resolution adopted August 3, 2015, the Council of the City of Norwich authorized the 59-61 School Street Committee to draft a Development Agreement for the property at 59 School Street to submit to Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, for consideration and approval and submit said draft Development Agreement to the Council of the City of Norwich on or before the first Council meeting in September, 2015; and

WHEREAS, the Council of the City of Norwich extended the deadline to submit the proposed Development Agreement to the first meeting in October, 2015 for the property at 59 School Street, reflecting a mutual understanding of the parties; and

WHEREAS, Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, executed the proposed Development Agreement on September 22, 2015 that is before the Council for consideration, and is attached as Exhibit "A."

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that the Acting City Manager, John Bilda, be and hereby is authorized and directed to accept, execute, and deliver the Development Agreement between the developers Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, and the City of Norwich together with such other letters or documents as are necessary and in keeping with the terms of the proposed Development Agreement as approved by the 59-61 School Street Committee and executed by Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership in reference to the property known as 59 School Street, Norwich.

Dated at Norwich, Connecticut this 6th day of October 2015.

ATTEST: 

Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 5, 2015, and that the same has not been amended or rescinded:

WHEREAS, by resolution adopted August 3, 2015, the Council of the City of Norwich authorized the 59-61 School Street Committee to draft a Development Agreement for the property at 61 School Street to submit to Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, for consideration and approval and submit said draft Development Agreement to the Council of the City of Norwich on or before the first Council meeting in September, 2015; and

WHEREAS, the Council of the City of Norwich extended the deadline to submit the proposed Development Agreement to the first meeting in October, 2015 for the property at 61 School Street, reflecting a mutual understanding of the parties; and

WHEREAS, Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, executed the proposed Development Agreement on September 22, 2015 that is before the Council for consideration, and is attached as Exhibit "A."

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that the Acting City Manager, John Bilda, be and hereby is authorized and directed to accept, execute, and deliver the Development Agreement between the developers Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, and the City of Norwich together with such other letters or documents as are necessary and in keeping with the terms of the proposed Development Agreement as approved by the 59-61 School Street Committee and executed by Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership in reference to the property known as 61 School Street, Norwich.

SCHEDULE A

**CITY OF NORWICH
DEVELOPER AGREEMENT**

THIS AGREEMENT is made as of this ____ day of September, 2015 by and between the **CITY OF NORWICH**, a municipal corporation with its principal place of business located at 100 Broadway, City of Norwich, County of New London and State of Connecticut (the "City") and **GIL AND BARBARA JORDAN**, doing business as B & G Jordan Rentals with an address of 1897 Route 12, Gales Ferry, Connecticut (the "Developers") for the purpose of entering into an agreement (the "Agreement") for the development of the parcel of land and the structure thereon at **61 School Street** (the "Parcel"), Norwich, Connecticut by and between the City and the Developers.

FOR ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the undersigned do hereby enter into the Agreement as hereinafter set forth, incorporating the recitals therein contained with respect to the purpose and intent of the parties including all terms and conditions as follows:

I. TERMS AND DEFINITIONS

- 1.1 "Completion" and "Complete", as those terms are used in this Agreement shall be evidenced by the issuance of a Certificate of Occupancy for **61 School Street**, including but not limited to exterior and interior improvements, plantings and landscaping. Completion shall not be implied by any action or failure to act by the City or any agency of the City. The City shall determine Completion in the exercise of its municipal regulatory authority taking into account sound construction and engineering practices, all requirements of applicable building codes and compliance with this Agreement.
- 1.2 All site and construction work undertaken by the Developers in accordance with the terms of this Agreement and the materials used or to be used in connection therewith, are hereinafter generally referred to as the "Work."

II. RECITALS

- 2.1 The Developers were and are hereby selected pursuant to the recommendation of the 59-61 School Street Committee of Sale and the Resolution adopted by the Council for the City of Norwich on August 3, 2015, attached as Schedule C, as developers in reference to RFP No. 15-09, attached hereto as Schedule A, and the Proposal for Development, submitted by the Developers and dated May 16, 2015, attached hereto as Schedule B. Schedules A, B, and C are incorporated into this Agreement by reference and made a part hereof.
- 2.2 The Agreement to be executed by both parties will be presented to the Council for the City for its consideration and approval on or before the first meeting in October, 2015 as required by the Resolution adopted September 8, 2015. (See Schedule C.)

- 2.3 The following Property is subject to this Agreement and shall constitute the "Parcel": **61 School Street** (Map 101, Block 4, Lot 37).
- 2.4 The Developers shall provide a surety for the performance of the work in accordance with the ordinances, policies and procedures of the City of Norwich and satisfactory to it as more specifically described herein. Prior to commencing work, the Developers shall provide to the satisfaction of the City a performance bond, which is agreed to be five thousand dollars (\$5,000) or an equivalent surety naming the City of Norwich as Obligee and the Developers as Principals and Obligors, with the cost for said bond to be borne solely by the Developers. To avoid any misunderstanding, the City will accept a pledged passbook savings account in favor of the City of Norwich (the "Pledged Account") **OR**, at the Developers' election, a Surety Bond, which surety shall be in form and content acceptable to the City and shall remain in place at all times until completion of the Work, as Completion is defined in Section 1.1 hereof, at which time said surety shall be released. In the event of Developers' default hereunder, the City may, in its sole and absolute discretion, and at any time thereafter, draw upon said surety to complete Developers' performance obligations under this Agreement **OR** retain the surety pledged on account of damages for non-performance.
- 2.5 The Developers shall commence the redevelopment and rehabilitation of the Parcel in accordance with this Agreement and as more specifically set out in the attached Schedules A and B as soon as it is practicably possible after execution following the approval of the Council for the City as is required in Section 2.2 above. The Developers shall use all due diligence for the financing, planning, designing, municipal permitting, grading, demolition, renovation, construction, landscaping and redevelopment necessary to prepare the Parcel for access for equipment necessary to renovate, rehabilitate, market and reuse the improvement at **61 School Street** preferably in a manner sensitive to, and in recognition of, its historic aspects so as to participate in the ongoing redevelopment of the City of Norwich.
- 2.6 Upon Completion, the City shall convey its right, title, and interest in the Parcel to the Developers through a quitclaim deed. The City agrees to convey title to the Parcel at a date earlier than at project Completion to permit the Developers to obtain financing of the project by a qualified lender subject to terms and conditions acceptable to the City.
- 2.7 The Developers agree that the Work performed shall have the intended consequence of enhancing the market value of the Parcel as a residential property and fulfilling the redevelopment goals of the City. The Work shall be completed within twelve (12) months of the execution of this Agreement with time being of the essence.
- 2.8 The Developers shall commence and diligently pursue removal of trees, vegetation, trash, and any other materials that would impede fulfilling the terms and conditions of this Agreement at their sole cost and expense. The Developers shall grade the site and undertake all improvements to **61 School Street**, at their sole cost and expense. The Developers are fully aware of the existence of potentially dangerous conditions presented by the structure at **61 School Street** and agree to undertake reasonable efforts to prevent occupancy of these structures before Completion and pursue all renovations in a timely manner.

- 2.9 The Developers shall bear all responsibility and risk for the renovation and redevelopment of the building known as **61 School Street** as required by RFP No. 15-09 (see Schedule A) and obtain adequate liability insurance acceptable to the City during this phase of Work listing the City of Norwich as an additional insured.
- 2.10 All improvements made to the Parcel, while it is owned by the City and until Completion shall become the property of and belong to the City and the Developers waive the right to seek damages for the value of such improvements should the Developers fail to complete the project to the satisfaction of the City.
- 2.11 The Developers shall be responsible for all costs and expenses of performing the Work and hereby agree to indemnify and hold the City harmless from any claim with respect to the same. The Developers shall not allow any mechanic's lien to be filed against the Property and hereby covenant and agree to secure the release of any such mechanic's lien as may be filed within sixty (60) days of filing, whether by the substitution of a bond or otherwise.
- 2.12 The City reserves the right to unlimited access to the Parcel before Completion in accordance with this Agreement. If title to the Parcel passes to the Developers prior to Completion pursuant to this Agreement, the Developers shall permit the City reasonable access to the Property at mutually agreeable times.
- 2.13 Until title is conveyed to the Developers and thereafter upon the passing of title, the Developers agree to thereafter maintain the Parcel in accordance with the standards as set forth in the Property Maintenance Code for the City of Norwich and comply, whenever applicable, with the City of Norwich Housing Code, including any amendments thereto.
- 2.14 The Developers shall timely and diligently conduct the Work and thereby improve the Parcel through a combination of new construction and renovation in accordance with the terms of this Agreement.

III. CONDUCT OF WORK

- 3.1 The Developers agree and understand that the Parcel will be conveyed free and clear of consensual liens arising during the term of the City's ownership, without any other warranty or representation of title and, not by means of limiting the generality of the foregoing, title to the Parcel shall be conveyed subject to the following encumbrances and restrictions:
- (a) Taxes due the City of Norwich accruing subsequent to the conveyance of the Parcel to the Developers pursuant to this Agreement, which Developers agree to pay. Notwithstanding, the Developers reserve the right to apply for such tax benefits and abatements as the Developers may be eligible to receive.
- (b) Any and all provisions of any ordinance, municipal regulation or public or private law affecting said Parcel.

- (c) Covenants, restrictions, declarations, easements and agreements, if any, as of record.
- (d) Any state of facts disclosed by a personal inspection and/or a survey of the Parcel.
- (e) Any mechanic's liens or other encumbrances recorded subsequent to the execution of this Agreement, but prior to the conveyance of title to the Developers, that are deemed by the City, in its sole and absolute discretion, to be the fault of or arise out of the actions of the Developers.

3.2 The Developers agree that the Parcel will be conveyed in an "as-is" condition via quitclaim deed (the "Deed"). No warranties of any kind are made as to any part of the Parcel and no adjustments will be made for any after-discovered defects. The Developers assume all risk of loss associated with any environmental impairment (whether known or unknown) existing as of the date of closing. The acceptance of said Deed by the Developers shall constitute a conclusive determination of satisfaction and termination of the obligations of the City under this Agreement. The Developers agree that the Parcel has been examined and that they are fully satisfied with the physical condition thereof and that neither the City nor any representative or agent of the City has made any representation upon which the Developers rely either with respect to the condition of the property conveyed by this Agreement or with respect to the boundaries or locations thereof to the extent that they may be written herein.

IV. CONDITIONS PRECEDENT TO CONVEYANCE

4.1

- (a) The City shall not be obligated to convey the Parcel to Developers until the Developers have delivered to the City evidence that Work on the Parcel is Complete. Said evidence shall include the following:
 - (1) Permits and Approvals. The Developers shall have obtained all municipal and other governmental permits and approvals required to complete the Work, including but not limited to the Certificate of Occupancy.
 - (2) Project Completion. The structure at **61 School Street** is rehabilitated, renovated, restored, and redeveloped into a residential property fit for habitation.
- (b) The City shall not be obligated to convey the Parcel to Developers at a date earlier than Completion to permit Developers to obtain financing, until Developers provide the following:
 - (1) Design and Construction Contract. The Developers shall have entered into such contracts as shall be necessary to Complete the Work in compliance with the Plan and the terms hereof.

- (2) Financial Feasibility. The Developers shall demonstrate that sufficient funds are available to Complete the Work, including without limitation, loan and equity commitments containing customary and reasonably attainable contingencies and conditions which shall be sufficient to fund the cost of construction, architects, engineers, and other professional fees, taxes, insurance, legal fees, and all other reasonable needs necessary to Complete the Work.
- (3) Evidence of No Substantial Change. There shall have been no substantial change in the Work under this Agreement to be completed by the Developers. For the purposes of this section, a "substantial change," shall only have been deemed to have occurred in the event that the Developers change the nature and purpose of the residential structure at **61 School Street** or the proposed purpose for the remainder of the Parcel.
- (4) Representations and Warranties. All representations and warranties of the City and the Developers shall be affirmed to be true and correct as of Completion of the Work, or conveyance of title to the properties, whichever is later.

V. INSURANCE / INDEMNITY

- 5.1 The Developers agree to procure and at all times maintain casualty and extended coverage insurance to the satisfaction of the City and provide proof of the same prior to entry onto the premises, naming the City as additional insureds.
- 5.2 To the fullest extent permitted by law, the Developers agree to defend, pay on behalf of, indemnify and hold harmless the City of Norwich, its agents, elected and appointed officials, employees, volunteers and others working on behalf of the City of Norwich, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Norwich, its elected and appointed officials employees and volunteers and others working on behalf of the City of Norwich, by reason of personal injury, including bodily injury or death and/or property damage, including loss or use thereof, or claims for worker's compensation, or improper disposal of hazardous materials, which arises out of or is in any way associated with this Agreement.
- 5.3 The Developers shall, in addition to any other obligation to indemnify the City and to the fullest extent possible as permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected and appointed officials, employees, volunteers and others working on behalf of the City of Norwich from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Developers or any of their contractors or sub-contractors thereof, or anyone directly or

indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). Violation of law, statute, ordinance, governmental administration, order, rule, regulation, or infringement of patent rights by the Developers in the performance of the Work; or c). Liens, claims or actions made by the Developers, or any of their contractors, sub-contractors, or employees thereof under workers compensation acts; disability benefit acts, or other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this Agreement shall be borne by the Developers.

Upon Completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Developers shall pay all claims, losses, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

- 5.4 The City of Norwich shall not assume any direct or consequential financial loss to the Developers for damage to any real or personal property in connection with this Agreement. The Developers agree to hold the City of Norwich harmless for all damages arising from efforts to complete and fulfill the terms of this Agreement.

VI. DEFAULT AND TERMINATION

- 6.1 An Event of Default shall mean the occurrence of any of the following events which, when applicable, continue beyond any applicable cure period: (i) the Developers' failure to observe or perform any of the material terms, conditions and covenants of this Agreement; (ii) the Developers' failure to timely satisfy the conditions precedent to this Agreement; (iii) the Developers' failure to seek permits for the project in a diligent manner, failure to commence the Work, or failure to diligently pursue Completion of the Work in accordance with the terms of this Agreement; (iv) the Developers' failure to Complete the Work within the time periods permitted except as may be extended pursuant to agreement of the City and at its sole discretion.
- 6.2 If an Event of Default shall occur under Section 6.1 (i)-(iii) of this Agreement, then the City shall have the right to terminate this Agreement and seek monetary damages or equitable relief as appropriate under applicable law or it may elect to demand by written notice that the Developers cure the condition or event which has caused such Default. The written demand and notice to cure the Event of Default will provide the Developers thirty (30) days to cure the Default. If the Developers do not cure the Default within thirty (30) days after receipt of the written demand and notice to cure, or if such Default is of a kind which cannot be reasonably cured within thirty (30) days and the Developers do not within such thirty (30) day period commence to cure such Event of Default and diligently thereafter prosecute such cure to completion, then the Developers shall remain in Default hereunder and shall be subject to the remedies set forth in this Agreement or at law. The determination as to whether the Default has been cured shall be within the sole discretion of the City.

- 6.3 If the terms of this Agreement are not completed within eighteen (18) months after execution of this Agreement, or any extended deadline for project completion as may be granted by the City, whichever occurs last, the City may declare the Developers in immediate Default and, in its sole discretion, provide a written demand and notice to cure as provided in Section 6.2. Upon Default, the City shall be free to contract with substitute developers and may transfer title to the Combined Parcel to a party of its choosing.
- 6.4 The parties shall extend the relevant deadlines or default milestones under the following circumstances: (a) upon written agreement of the parties; (b) by the period of delay caused by force majeure; or (c) for the duration of any delay caused by the judicial or administrative challenge to or appeal from the issuance of any permit or approval obtained for the project, provided the Developers are diligently and continuously proceeding with its development obligations as set forth in this Agreement, to the extent feasible.
- 6.5 No waiver of any Default by the City shall be implied from any omission by either party to take any action in respect of such default if such Default continues or is repeated. No express written waiver of any Default shall affect any Default or cover any period of time other than the Default and period of time specified in such express waiver.
- 6.6 The City and the Developers agree that time is of the essence in the performance of this Agreement and all obligations hereunder.

VII. MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

- 7.1 The following representations are made with the intent that the other party rely upon the same in entering into this Agreement:
- (a) The Developers represent that they are duly authorized and empowered to undertake and complete the Work as herein described and set forth, and to execute and to deliver this Agreement to the City, together with any and all documents, deeds and instruments required hereunder to be executed and delivered in connection with this project.
 - (b) The City represents that it has been duly authorized by the Norwich City Council to undertake its obligations in connection with the project as herein described and set forth, and to execute and deliver this Agreement and any and all documents, deeds, and instruments required hereunder to be executed and delivered by it for the project.
 - (c) Each of the parties hereto affirmatively represent that it has engaged no broker or consultant in connection with the negotiation of this Agreement, and each hereby indemnifies and holds the other harmless against any claims for fees for such services by any person or firm.

- 7.2 Nothing contained in this Agreement, or in past or future transactions, shall create, or be deemed to create any partnership, principal and agent, or joint venture relationship between the City and Developers. This Agreement shall survive the execution and delivery of any deeds or other documents required by or referred to in this Agreement.
- 7.3 In the event a party prevails in an action or proceeding, including an arbitration proceeding, brought to enforce any right arising hereunder, such prevailing party shall be entitled to the award of its reasonable costs and legal fees incurred in the prosecution or defense of such proceeding.
- 7.4 The Developers shall give prompt written notice to the City after the occurrence of any fire, earthquake, act of God, or other casualty to, or in connection with, the development of the Combined Parcel or any portion thereof prior to project Completion.
- 7.5 If the Combined Parcel shall be damaged or destroyed by casualty prior to Completion, the Developers shall reconstruct, repair or restore it so long as it is lawful to do so to substantially the same condition in which it, including the structure at **61 School Street**, existed prior to the occurrence of such casualty. The Developer shall promptly and with all due diligence complete such reconstruction, repair and restoration no later than one (1) year following the date of the casualty.
- 7.6 Upon the occurrence of any such casualty, the Developers shall, promptly and with all due diligence: (a) apply for and collect all applicable insurance proceeds recoverable with respect to such casualty, and (b) complete the reconstruction, restoration or repair of the Combined Parcel.
- 7.7 All notices pertaining to any provision of this Agreement shall be sent:
- If to the Developers: Gil and Barbara Jordan
1897 Route 12
Gales Ferry, CT 06335
- If to the City: City Manager
City Hall
100 Broadway
Norwich, CT 06360
- With a copy to: Michael E. Driscoll, Esq.
Brown Jacobson P.C.
P.O. Box 391
22 Courthouse Square
Norwich, CT 06360
- 7.8 The parties may mutually modify the terms of this Agreement only in writing.

- 7.9 Upon the full and complete performance of the obligations contained in this Agreement by the Developers, and at the Developers' written request, the City shall execute and deliver a quitclaim deed for the Combined Parcel.
- 7.10 DEVELOPERS AND EACH AND ALL ENDORSERS AND GUARANTORS OF THIS AGREEMENT ACKNOWLEDGE THAT THIS AGREEMENT IS A COMMERCIAL TRANSACTION AND WAIVE THEIR RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE CITY MAY DESIRE TO USE, and further, waive diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, and notice of any renewals or extensions of this Agreement, and all rights under any statute of limitations, and agree that the time for performance of this Agreement may be changed and extended at City's sole discretion, without impairing its liability thereon, and further consent to the release of all or any part of the security for the payment hereof at the discretion of City, or the release of any party liable for this obligation without affecting the liability of the other parties hereto. Any delay on the part of City in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted for one occasion shall not operate as a waiver in the event of any subsequent default. TO THE EXTENT ALLOWED BY LAW, THE DEVELOPERS HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING HEREUNDER OR RELATIVE TO ANY AGREEMENT, WRITTEN OR ORAL, EVIDENCING, GOVERNING OR SECURING THIS AGREEMENT.
- 7.11 It is expressly understood that no Property shall be used in any manner by the Developers for any purpose not anticipated under this Agreement without the express consent of the City Council in each instance and for each use.
- 7.12 This Agreement shall be governed by the laws of the State of Connecticut and enforceable in its courts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

CITY OF NORWICH (City)

By: _____
 John Bilda
 Acting City Manager
 Duly Authorized

(SIGNATURE LINES CONTINUED ON NEXT PAGE)

EXHIBIT A

59 & 61 School Street Committee of Sale

RFP No. 15-09

**Request for Proposals for Development of the
Property at
*61 School Street***

Issued: March 27 , 2015

Responses Due: May 21, 2015

TABLE OF CONTENTS

1 INTRODUCTION.....

1.1 OVERVIEW OF THE PURPOSE OF THE 59 & 61 SCHOOL STREET COMMITTEE

1.2 MINIMUM QUALIFICATIONS.....

1.3 SELECTION CRITERIA.....

1.4 SELECTION PREFERENCES.....

1.5 SELECTION PROCESS AND PROJECT SCHEDULE.....

2 SUBMISSION OF RESPONSES.....

2.1 INQUIRIES.....

2.2 DEADLINE.....

2.3 FORMAT.....

2.4 CONTENTS.....

 2.4.1 *Letter of Qualifications*.....

 2.4.2 *Letter of Intent*.....

 2.4.3 *Background Information*.....

 2.4.4 *Financial Qualifications*.....

 2.4.5 *Relevant Experience*.....

3 AFFIRMATIVE ACTION STATEMENT.....

4 CONDITIONS.....

FORM 1: RESPONDENT BACKGROUND INFORMATION.....

APPENDIX A: LETTER OF QUALIFICATIONS.....

APPENDIX B: LETTER OF INTENT.....

APPENDIX C: COMMITMENT TO NEGOTIATE.....

APPENDIX D: ALTERNATIVE WORK PRACTICE.....

1 INTRODUCTION

This Request for Proposals ("RFP") is issued by the 59 & 61 School Street Committee (hereafter "the Committee") on behalf of the City of Norwich. The RFP is issued for the purpose of recruiting developers including individuals, who may be from the public or private sector ("Respondents"), to preserve, develop, rehabilitate, design, construct, manage, finance, market, lease and reuse the subject parcel, preferably in a manner sensitive to, and in recognition of, its historic aspects as set forth more specifically herein. With this RFP, the City of Norwich is actively soliciting Proposals - the timing, form and substance of which are described in Section 2. below - from Respondents who wish to participate in the ongoing redevelopment of the City of Norwich. The RFP involves one (1) parcel constituting one project: 61 School Street. Please note that the City is posting a separate RFP for the properties at 59 School Street sharing the same submission deadline. Respondents may submit proposals affecting either or both properties.

1.1 OVERVIEW

The Committee was established pursuant to Resolution adopted by the Council of the City of Norwich on November 13, 2013. Its purpose is to select and recommend to the Council a proposed developer for the redevelopment or reuse of certain properties on School Street as part of the City of Norwich's effort to revitalize properties which are considered blighted and/or abandoned. The Program offers City owned real estate to individuals or entities willing to rehabilitate the property for residential, commercial, or non-profit use in compliance with all applicable municipal requirements including zoning restrictions. The property will remain owned by the City of Norwich until work is completed on the subject parcel. When title is transferred, it will be pursuant to a quitclaim deed in consideration of one (\$1) dollar and, if applicable, a commitment to complete all necessary improvements within twelve (12) months of the date of execution of the development agreement. The City may agree to convey the property at an earlier date to permit the financing of the project by a qualified lender subject to terms and conditions acceptable to the City.

The Committee is to report its recommendations to the Council by the Council's second meeting in May, 2015.

1.2 MINIMUM QUALIFICATION CRITERIA

- Respondent cannot be a previous owner of property taken through the foreclosure process;
- Respondent must be current on all City of Norwich taxes and fees;
- Respondent must provide proof of and possess financial wherewithal to complete the work proposed;
- Respondent must furnish a \$5,000 performance bond, letter of credit, or passbook savings account payable to the City of Norwich and may not draw upon the bank account or cancel the line of credit without first receiving City approval;
- Respondent may be required to maintain and provide proof of insurance against property loss commensurate with the property value after completion of the proposed improvements and proof of adequate insurance for personal injury, all in amounts and by carriers satisfactory to the City.

1.3 CRITERIA

The Committee will conduct a selection process and thereafter issue a recommendation for a proposed developer to the Norwich City Council that will focus on the following criteria:

- Adherence to minimum qualification criteria; only applications that evidence compliance with the minimum criteria will be given further consideration by the Committee;
- The specificity of the proposed work plan including architectural drawings and site plans for the property where applicable;
- The extent to which the proposal takes into account retention of existing architectural features or restoration of authentic historic aspects;
- The depth and nature of the Respondent's past proven success on similar projects;
- The Respondent's financial capabilities;
- The Respondent's ability to work cooperatively with the City of Norwich, its staff and Commissions;
- The Respondent's ability to perform on time and on goal;
- Preference will be given to the proposal that most greatly increases the values of the properties.

1.4 SELECTION PREFERENCES (listed in order of preference as a-d)

- a. Respondent renovating into owner-occupied unit(s).
- b. Respondent renovating into rental units.
- c. Respondent renovating and selling property.
- d. Respondent proposal of a use not listed above.

1.5 SELECTION PROCESS AND PROJECT SCHEDULE

In general, the selection process is as follows: (1) selection of "Qualified Respondent(s)" based on responses to the RFP; (2) review, interviews, clarification and evaluation of Proposals from Qualified Respondents by the Committee with assistance from city administrative staff as assigned by the city manager; (3) preliminary negotiation of Development Agreements with Qualified Respondents by the Committee; (4) selection of, and negotiations with, the "Selected Respondent" by the Committee resulting in a proposed agreement; and (5) the proposed agreement with the "Selected Respondent" will be forwarded to the Norwich City Council for further action. The City of Norwich through the City Council reserves the right to accept or reject the Committee recommendation for a proposed developer for any reason reserving the right to itself to amend or modify the terms of any proposal or to refer the RFP back to the Committee for further review based upon the criteria identified in the RFP or by the City Council.

Proposals will be evaluated through the selection process to determine if the Respondents meet the Minimum Qualification Criteria set forth in Section 1.2 herein. The Committee and/or the Norwich City Council reserves the right to enter negotiations with any and all Respondents and reject any proposal anytime in the selection process.

Any Respondent designated as a Qualified Respondent shall be a party financially, technically and administratively capable of undertaking the development, including design, construction, management, financing, marketing, leasing and operation, of the property at 61 School Street. It should be noted at the outset of this process that the final evaluation of responses to the RFP from the Respondents is expected to take into account several factors including, but not limited to, construction expertise, cost, degree of contractual risk assumed, guarantees, and ability to provide financial assurances. The City of Norwich is seeking Respondents capable of performing all necessary work in a timely and competent manner and able to make a sufficient financial commitment to the development project that will support the long-term viability of the property.

Any agreement with the city will require that there be no occupancy of any portion of any of the property to be conveyed prior to the completion of renovations as required in the development agreement.

The following schedule identifies major activities and anticipated dates in the selection process.

RFP Issued: March 27, 2015
Proposals Due: May 21, 2015
Property Review:
Open House: 9:00-12:00 Wednesday April 7, 2015
2:00-4:30 Thursday April 8
Other times: by appointment if necessary

Following receipt of Respondent's Qualification Statement, the Committee, with the assistance of city administrative staff when necessary, will screen applications pursuant to the Minimum Qualification Criteria outlined in Section 1.2. Thereafter, it will schedule interviews with Qualified Respondents at the parties' mutual convenience and initiate the interview process. Upon completion of the selection of a candidate as proposed developer, it will forward its recommendation, including supporting documentation, to the Norwich City Council for additional investigation, approval, or rejection in accordance with the Resolution adopted by the Council for the City of Norwich on November 18, 2013.

2 SUBMISSION OF RESPONSES

2.1 INQUIRIES

All questions regarding the request for proposals must be sent in writing no later than May 11, 2015 at 12:00 P.M. to the chairman of the 59 and 61 School Street Committee in care of the City Purchasing Agent via e-mail to whathaway@cityofnorwich.org or by fax to (860)823-3812.

2.2 DEADLINE

Qualification Statements are due on May 21, 2015 and must be received by 2:00 p.m. on that date. Documents should be sent to:

Joe East

c/o William Hathaway, Purchasing Agent
City Hall
100 Broadway, Room 105
Norwich, CT 06360

Late Proposals may result in not being evaluated under this RFP. They may be considered as unsolicited proposals, subsequent to the RFP process.

2.3 *FORMAT*

Respondents are asked to submit three (3) copies of their Proposals; one of these copies should be unbound and ready for duplication. Submissions should be tabbed for easy reference, and, to the extent possible, cross-referencing should be avoided.

2.4 *CONTENTS*

Respondents are asked to conform their Proposals to the Table of Contents including all specified criteria identified in the RFP. All requested information shall be provided.

2.4.1 Letter of Qualification

The Letter of Qualification provided at Appendix A of this RFP shall be executed and returned. It shall be prepared on Respondent's letterhead. The City will not accept modifications to the language in this letter.

2.4.2 Letter of Intent

The Letter of Intent provided at Appendix B of this RFP shall be executed and returned. It shall be prepared on Respondent's letterhead. The City will not accept modifications to the language in the letter.

2.4.3 Background Information/Business Qualifications

The City of Norwich requests, with respect to the parcel identified:

- a. A statement of Respondent's willingness to assume overall responsibility for implementation of the project;
- b. A statement that, if selected, Respondent will make provision for meaningful performance and completion guarantees;
- c. A statement that, if selected, Respondent will design and construct the project(s) in accordance with the terms and specifications agreed to by the City and Respondent.
- d. A statement that, if selected, Respondent will pay damages in the event that the project(s) are not completed on the timelines memorialized in the Agreement;
- e. A statement that, if selected, Respondent will maintain appropriate insurance policies at levels specified in the Agreement, will name the City of Norwich as an additional insured, and will indemnify the City of Norwich.
- f. A statement that indicated the approximate percentage or amount of equity that Respondent would invest in each project indicated.

In addition, the City of Norwich requests:

- g. Evidence that Respondent has an acceptable record of business practices, including compliance with municipal ordinances, labor, and environmental laws;
- h. Any additional information that Respondent wishes to provide, including description of Respondent's business approach.

2.4.4 Relevant Experience

A. Respondent shall demonstrate the ability to perform on time, on budget, and on goal.

B. Respondent shall demonstrate the ability to refurbish, renovate, and rehabilitate the subject premises in accordance with the State of Connecticut Building Code and industry standards of workmanship.

C. During the interview process, the Respondent will be expected to be able to provide and discuss information with respect to at least three reference projects, preferably similar in scope and nature to the subject of this RFP, including information as to rental income for the last two years. Upon request, the respondent will be required to provide evidence that the reference projects were developed consistent with contractual requirements, including without limitation, financing commitments, and were completed in a timely manner. The Respondent will be permitted to provide an explanation in the event any project was delayed, and may be required to provide additional evidence with respect to the same. Respondent should be prepared to discuss the following with respect to each reference project, and be prepared, upon request to provide the following in written form:

1. Name and location of project;
2. Names and telephone numbers of municipal officials responsible for oversight of project;
3. A reasonably detailed description of the building, including design, construction, and financing structure;
4. Total development costs;
5. The Respondent's role in project development, design, permitting, financing, construction, rehabilitation (if any), operation, maintenance and marketing;
6. Development timeline, including construction start and completion dates;
7. Any claims, litigation, judgments, notices of violations, or administrative enforcement actions arising out of the construction and/or operation of the project.

3 AFFIRMATIVE ACTION STATEMENT

The City of Norwich is an Affirmative Action/Equal Opportunity Organization. Minority/Women's Business Enterprises are encouraged to submit Qualification Statements.

4 CONDITIONS

By responding to this RFP, each Respondent will be deemed to acknowledge and consent to the following conditions relative to the qualification process and the selection of Qualified Respondents:

- Except as otherwise noted herein, Respondent(s) are discouraged from contacting any city official, board member, or city employee regarding this RFP and the matters discussed therein.
- All costs incurred in connection with responding to this RFP will be borne solely by the Respondent;
- The City reserves the right to reject, for any reason, any and all responses and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement;
- The City reserves the right to eliminate from consideration any Respondent who submits incomplete, inadequate responses, or is not responsive to the requirements of this RFP;
- The City may qualify Respondents whose responses contain immaterial deviations from the Minimum Qualification Criteria;
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information, or to withdraw this RFP at any time;
- The City may, at its discretion, waive any provision herein as it deems in the best interests of the project;
- All Proposals shall become the property of the City and will not be returned and may be made available to the public. The City will attempt to avoid disclosing confidential financial information submitted with any proposal, but does not guarantee confidentiality;
- All contracts relating to the projects will be governed by the laws of the State of Connecticut and the policies and procedures of the City of Norwich;
- Any Proposals not received by 2:00 p.m. Eastern Standard Time on May 21, 2015 may be rejected, unless Respondent requests that such be considered as an unsolicited proposal;
- The Respondent, in addition to the procedure set forth herein, which includes attending an interview and, if requested, providing written answers to questions to the 59 & 61 School Street Committee, shall be required, if so requested, to meet with counsel of the City of Norwich, or a committee or subcommittee thereof, before the Council selects a developer;

- The formation of a joint venture after qualification, and any change in a prequalified joint venture, will be subject to the written approval of the City and may be denied if: (i) any participant withdraws from the joint venture and the remaining participants do not meet the qualifying requirements, or (ii) any new participants to a joint venture are not qualified, individually, or as another joint venture;
- The City reserves the right to permit a Respondent or Principal Company to remain in the procurement process as long as it is able to demonstrate that it meets the Minimum Qualification Criteria set forth in section 1.2 above.

FORM 1: RESPONDENT BACKGROUND INFORMATION

1. _____ (Respondent Name)

2. Principal Place of Business (Company headquarters)

3. Type of Business Entity (corporation, partnership, business trust, etc.)

4. Names of Company Officers:

President _____

Agent for Service _____

5. Summarize the Company's (or the Individual's) principal line(s) of business.

APPENDIX A: LETTER OF QUALIFICATIONS

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) regarding the property at 61 School Street issued by the City of Norwich on May 21, 2015.

We affirm that the contents of our Proposal, which is incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and are made in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Individual)

(Signature of Authorized Officer*)

(Type Name and Title)

(Type Name and Title)

Dated:

Dated:

** If a joint venture, partnership or other formal organization of firms is (are) submitting a Qualification Statement, each participant shall execute and submit this Letter of Qualifications.*

APPENDIX B: LETTER OF INTENT

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____ :

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 61 School Street, issued by the City of Norwich in accordance with the provisions contained therein.

(Name of Respondent) states that the contents of the Proposal contains accurate, factual and complete information,

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

(Name of Respondent) agrees that it will assume overall responsibility for the performance of its team in implementing the project and is prepared to offer the types of financial guarantees of its performance as indicated in Section 1.2 of this RFP.

(Name of Respondent) declares, represents and warrants that it has no legal claims or actions of any kind (other than property tax challenges) pending or threatened against either the City of Norwich and hereby waives and releases any right to assert any such claims now or in the future.

(Name of Respondent) hereby declares that the only persons participating in this Proposal as principals are named herein and that no person other than herein mentioned has any participation in the Proposal or in the Agreement to be entered into. Additional persons may subsequently be included as participating principals only if acceptable to the City.

(Name of Respondent) declares that this Proposal is made without connection with any other person, firm, or party who has submitted a Proposal, except as follows: _____ and that it has been prepared and submitted in good faith and without collusion or fraud.

(Signature of Authorized Individual)

(Typed Name and Title)

(Name of Respondent)

APPENDIX C: COMMITMENT TO NEGOTIATE

(Note: To be prepared on Principal Company's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 61 School Street, issued by the City of Norwich on May 21, 2015.

(Name of Respondent) states that the content of the Proposal contains accurate, factual and complete information.

(Name of Respondent) understands that the City reserves the right to proceed directly to negotiation of an Agreement. If the City Council selects the Respondent to engage in negotiation of an Agreement on the project in which the Respondents has expressed interest as noted on Form 2 attached to the RFP, this is to confirm that the Respondent is committed to negotiate in good faith the terms and condition of such Development Agreement(s) with the City through the Board in a timely fashion.

(Name of Respondent) agrees that it will not request assistance from the State of Connecticut for implementation of the project without written consent of the City.

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

RESPONDENT:

By: _____
(Signature of Authorized Individual)

(Printed Name)

CITY OF NORWICH:

By: _____
(Signature of Authorized Individual)

(Printed Name)

EXHIBIT B

To: City of NORWICH
59 & 61 School Street Committee of Sale

RFP No. 15-09

Proposals for Development of the
Property at
61 School Street

B&G JORDAN RENTALS
Barbara & Gil Jordan

FROM: B+G JORDAN RENTALS
BARBARA + Gil Jordan

1897 RT 12

Gales Ferry, CT

B&G JORDAN RENTALS
Barbara & Gil Jordan

06335

EMAIL: GIL BARBARA 31 @ GMAIL . COM

FORM I: RESPONDENT BACKGROUND INFORMATION

1. Gil + BARBARA JORDAN B+g JORDAN Rentals
(Respondent Name)

2. Principal Place of Business (Company headquarters)

Gil + BARBARA JORDAN

B&G JORDAN RENTALS
Barbara & Gil Jordan

3. Type of Business Entity (corporation, partnership, business trust, etc.)

PARTNERSHIP

4. Names of Company Officers:

PARTNER gilbert + BARBARA JORDAN

Agent for Service gilbert JORDAN

5. Summarize the Company's (or the Individual's) principal line(s) of business.

we have owned Rental property for over 45 years. We own 20 Rental properties (10 properties in Norway)

We also own + operate Jordans Used Auto Parts

31 RT2

PRESTON, CT 06365

We have been in the Automotive Business for 39.

APPENDIX A: LETTER OF QUALIFICATIONS

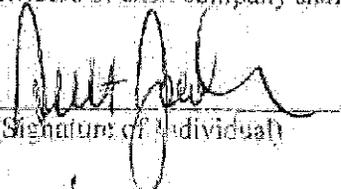
(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

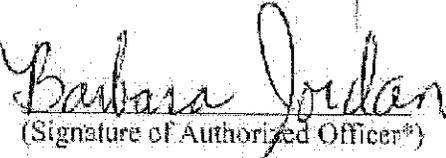
Dear City of Norwich, 59+61 School St. Committee of SA

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) regarding the property at 61 School Street issued by the City of Norwich on May 21, 2015.

We affirm that the contents of our Proposal, which is incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and are made in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)


(Signature of Individual)


(Signature of Authorized Officer*)

Partner B+G Jordan Rentals
(Type Name and Title)

Partner B+G Jordan Rentals
(Type Name and Title)

5/16/15
Dated:

5/16/15
Dated:

B&G JORDAN RENTALS
Barbara & Gil Jordan

* If a joint venture, partnership or other formal organization of firms is (are) submitting a Qualification Statement, each participant shall execute and submit this Letter of Qualifications.

APPENDIX B: LETTER OF INTENT

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear City of Norwich, 59 + 61 School St. Comm. Hea of Site

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 61 School Street, issued by the City of Norwich in accordance with the provisions contained therein.

(Name of Respondent) states that the contents of the Proposal contains accurate, factual and complete information.

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

(Name of Respondent) agrees that it will assume overall responsibility for the performance of its team in implementing the project and is prepared to offer the types of financial guarantees of its performance as indicated in Section 1.2 of this RFP.

(Name of Respondent) declares, represents and warrants that it has no legal claims or actions of any kind (other than property tax challenges) pending or threatened against either the City of Norwich and hereby waives and releases any right to assert any such claims now or in the future.

(Name of Respondent) hereby declares that the only persons participating in this Proposal as principals are named herein and that no person other than herein mentioned has any participation in the Proposal or in the Agreement to be entered into. Additional persons may subsequently be included as participating principals only if acceptable to the City.

(Name of Respondent) declares that this Proposal is made without connection with any other person, firm, or party who has submitted a Proposal, except as follows: and that it has been prepared and submitted in good faith and without collusion or fraud.

Barbara Jordan
(Signature of Authorized Individual)

GIL + BARBARA JORDAN
(Typed Name and Title)

B+G Jordan Rentals
(Name of Respondent)

GIL + BARBARA Jordan

B&G JORDAN RENTALS
Barbara & Gil Jordan

APPENDIX C: COMMITMENT TO NEGOTIATE

(Note: To be prepared on Principal Company's Letterhead. The City will not accept modifications to the language in this letter.)

Dear City of Norwich, 59 + 61 School St., Committee of Sale

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 61 School Street, issued by the City of Norwich on May 21, 2015.

(Name of Respondent) states that the content of the Proposal contains accurate, factual and complete information.

(Name of Respondent) understands that the City reserves the right to proceed directly to negotiation of an Agreement. If the City Council selects the Respondent to engage in negotiation of an Agreement on the project in which the Respondent has expressed interest as noted on Form 2 attached to the RFP, this is to confirm that the Respondent is committed to negotiate in good faith the terms and condition of such Development Agreement(s) with the City through the Board in a timely fashion.

(Name of Respondent) agrees that it will not request assistance from the State of Connecticut for implementation of the project without written consent of the City.

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

RESPONDENT:

By: Barbara Jordan
(Signature of Authorized Individual)

BARBARA JORDAN
(Printed Name)

B&G JORDAN RENTALS
Barbara & Gil Jordan

CITY OF NORWICH:

By: _____
(Signature of Authorized Individual)

(Printed Name)

61

61 School St, Norwich, VT NEEDS
A new roof with a layer of plywood
After old roofing is removed.
The cellar Apartment is real moldy
from roof leaking + would have to
be gutted out first.

Apartment 1, 2, + 3 all heating, plumbing,
wiring need to be checked out, repaired or
replaced as needed.

They all need sheetrock, painting +
flooring done.

A fence would have to be installed
down the eastern property line. Although
it is better than in the past, there
is still garbage all over the place
the place behind the next door neighbors
pumpster area. It is really bad + I
don't see it getting any better with the
present owner + tenants.

These houses need parking + areas
for garbage cans. They need an owner
who cares + fixes them up and
sees to it they stay fixed up.

This house could be real nice if
done right + rented to the right
people. We would have to fix up
+ own 61 School St

We have in the bank plenty of
money to repair this house. I estimate
we would spend close to \$75,000.

The City of Norwich owns lots on School St (45, 47, 49, 51) Washington St. These 4 lots were put out for a RFP in 2013 or 2014 with no interest.

The sections next to 59 School St would be great for parking for 59 + 61 School St. It would take a bit, but could be done.

The sections of land on Washington St. could be developed later.

The biggest issue we see with School St is lack of parking.

The last people that lived at 59 + 61 School St parked on the side walks. I noticed a lot of tickets on their windshields.

Anybody that rebuilds these 2 houses (59 + 61) School St without taking advantage of possible off street parking is making a mistake + only adding to the problems in the area.

If we got off street parking we would live at 59 School St.

We believe this area could really be improved + are willing to make a large investment of time + money.

We have 3 other houses in the School St + Fountain St area.

B&G JORDAN RENTALS

Barbara & Gil Jordan

Both these Houses 59 + 61 School St. Have Septic tanks outside below the cellar floor level + must HAVE sewer pumps to pump up to the street. We HAVE the SAME system ON A House AT 93 School St. These AR costly to replace pumps + CAN BE ongoing problems if Tenants flush the wrong things down the Toilets.

B&G JORDAN RENTALS
Barbara & Gil Jordan

We ARE presently doing a complete
Renovation of 9 Fountain St
We got these properties in March 2011
We already paided to have the
House on 9 1/2 Fountain St removed
By Mel Wise Construction Co.
We ARE doing good time wise
on this job. A lot of grading
has been done. We ARE working
inside, starting to remodel the 2
Apartments. I can already tell
it is going be really nice.

B&G JORDAN RENTALS
Barbara & Gil Jordan

Page 10

B&G JORDAN RENTALS
Barbara & Gil Jordan

experience

We own 10 properties in Norwalk
All of which we have improved on
& always paid our taxes. At least
3 of these properties ^{were} condemned
& in bad shape when we bought them.

#3 family of an 35 Bobbie Lane,
Tastville, Ct. This house we completely
gotten, installed new windows, all new
plumbing & heating systems. With all
new insulation & sheetrock.

This house we found serious
structural problems when we gotten
it. We were able to correct all
these problems & satisfy the
Building Dept & Norwalk Fire Marshall.
Build inspector Greg Arpin worked
on this project with us & was very
helpful.

This property now ~~rents for~~ produces
\$2500 per month.

PAGE 7

The 2nd condensed ^{house} was 93 School St. A 3 family house also. We repaired and it now produces \$2650.00 per month.

This house had serious problems with the sewage system. We had the sewage pump replaced + had it inspected + signed off by the Board of Health. This house we had a new roof installed + all new heating systems (3) with on/demand hot water. We had the brick repaired on on the sides replaced with vinyl siding.

This house came out really nice + has beautiful views of the harbor + marina. It is also across the street from 3-5 + 9-9 1/2 rowing st + another reason we are interested in improving the whole area.

Another city property we require is 253 Talman St extension

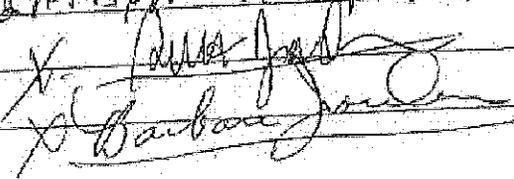
7

Project

253 Tolman St ext used
to be a CAR WASH &
LAUNDRY MAT. When we
bought it was in bad shape &
the previous owners owed about
\$30,000 in back taxes, which
we paid. We rebuilt this
building with new GARAGE DOORS,
3 OFFICES & 3 BATHROOMS. All
new ROOF, WIRING, HEAT & everything
we went before the city
and got approval for 3 used
CAR dealers licenses, this
property we fixed up about
twenty years ago. It now produces
\$2750.00 per month.

We have fixed up a lot
of other properties in other towns
over the years.

Buying & fixing up blighted & abandoned
properties is something we enjoy &
get great satisfaction from.

X- 
X- Barbara Jordan

B&G JORDAN RENTALS
Barbara & Gil Jordan

B&G JORDAN RENTALS
Barbara & Gil Jordan

B&G JORDAN RENTALS
Barbara & Gil Jordan

City of Norwich

9 1/2 FOUNTAIN ST

*area
at out to
with
interest*

*59
61
School St*

Property Information
Property ID 702401438.000-0000
Localten 9 1/2 FOUNTAIN ST
Owner NORWICH CITY OF

*We own other
Properties in the Area
Therefore Have a REAL
Interest in Improving
AREA*

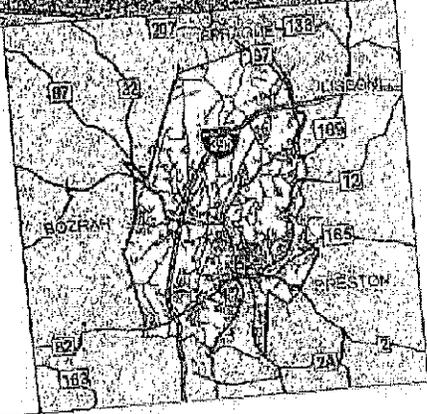
*2022 Fountain St
93 School St*



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

The City makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated October 1, 2013



*We are working on
9 Fountain St RFP 15-03*

EXHIBIT C

WHEREAS, by resolution adopted August 3, 2015, the Council of the City of Norwich authorized the 59-61 School Street Committee to draft a Development Agreement for the property at 61 School Street to submit to Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, for consideration and approval and submit said draft Development Agreement to the Council of the City of Norwich on or before the first Council meeting in September, 2015; and

WHEREAS, the Council of the City of Norwich extended the deadline to submit the proposed Development Agreement to the first meeting in October, 2015 for the property at 61 School Street, reflecting a mutual understanding of the parties; and

WHEREAS, Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, executed the proposed Development Agreement on September 22, 2015 that is before the Council for consideration, and is attached as Exhibit "A."

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that the Acting City Manager, John Bilda, be and hereby is authorized and directed to accept, execute, and deliver the Development Agreement between the developers Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership, and the City of Norwich together with such other letters or documents as are necessary and in keeping with the terms of the proposed Development Agreement as approved by the 59-61 School Street Committee and executed by Barbara and Gil Jordan, doing business as B & G Jordan Rentals Partnership in reference to the property known as 61 School Street, Norwich.

Dated at Norwich, Connecticut this 6th day of October 2015.

ATTEST: 
Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 5, 2015, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted November 18, 2013 established a committee to be known as the 59 and 61 School Street Committee to supervise the disposition of the properties at 59 and 61 School Street; and

WHEREAS, said resolution named seven individuals to comprise the committee and provided that the membership of said committee may be increased at any time by the Council; and

WHEREAS, the Council of the City of Norwich has approved the recommendation of the committee to select Gil and Barbara Jordan d/b/a B&G Jordan Rentals to develop both 59 and 61 School Street, the Jordan's have signed development agreements for the properties, the Council has authorized the Acting City Manager to enter into the same and work expected to begin shortly; and

WHEREAS, there are vacancies on the Committee and the Committee will be involved in reviewing the ongoing work.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that James Heist be and hereby is appointed to the 59 and 61 School Street Committee.

Dated at Norwich, Connecticut this 6th day of October 2015.

ATTEST:



Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 5, 2015, and that the same has not been amended or rescinded:

WHEREAS, the Slater Memorial Museum has in its collection a bust of Ellis Ruley; and

WHEREAS, the Ellis Ruley Project Committee proposes that the bust be publically displayed on the 3rd Floor of City Hall and the Slater Memorial Museum is willing to loan the bust to the City of Norwich for a period of one year or as otherwise agreed to at no cost; and

WHEREAS, the City of Norwich agrees to be responsible for the packing, transportation, and insurance of the bust from the time it accepts the same until it is returned to the Slater Memorial Museum and to use the bust for public display.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that Acting City Manager John Bilda be and hereby is authorized and directed to enter into a loan agreement satisfactory to him for the bust of Ellis Ruley with the Slater Memorial Museum for purposes of display on the 3rd floor of City Hall for a period of one year or as otherwise agreed, the commencement date of the loan to be a time acceptable to him and representatives of the Slater Memorial Museum.

Dated at Norwich, Connecticut this 6th day of October 2015.

ATTEST: 
Betsy M. Barrett
City Clerk