



**City of Rutland, Vermont
&
Rutland Redevelopment Authority**

AGREEMENT FOR SERVICES

This agreement is entered into by and between the City of Rutland, Vermont, hereinafter called "City", and the Rutland Redevelopment Authority, hereinafter called the "RRA".

WHEREAS, the City and the RRA desire to have the RRA perform certain duties in exchange for an appropriation provided to the RRA by the City.

NOW THEREFORE, the City and the RRA agree as follows:

1. Definition of Services

The RRA shall provide the following services in addition to the duties, obligations and services already provided pursuant to the authority granted the RRA by the Charter of the City of Rutland [Subchapter 36]:

a) Grant Writing and Administration

- 1) The RRA shall serve as the primary grant administrative agent for all City Departments, as directed by the *Grant Initiation Process* (Addendum 1).
- 2) The RRA shall identify, apply for, accept, manage, administer, and disburse funding for grants.
- 3) The RRA shall, on a quarterly basis, provide to the City a status update on its efforts relative to the projects identified in 1(a)(1&2) above.

b) Housing, Economic & Community Development

- 1) The RRA will focus a significant portion of its efforts and resources on the redevelopment and/or establishment of downtown and city-wide workforce housing units, which will provide homeownership and rental housing options.

The RRA shall collaborate with planners, architects and community stakeholders to assist with the development of housing projects that align with the community's needs and growth goals.

For specific projects, the RRA shall oversee the pre-development phase, feasibility studies, financial analyses, and risk assessments to mitigate potential challenges and remove barriers for potential developers.

- 2) The RRA shall assist the City in the creation and management of a Tax Increment Finance (TIF) district, with the funds allocated by the Board of Aldermen to stimulate economic growth and fund community development projects.

The RRA shall collaborate with local government agencies, legal experts, and financial consultants to assist in the establishment of the Rutland City TIF district and develop comprehensive financing plans that include other funding sources for municipal investments.

Should a Rutland City TIF district be established, the RRA shall monitor the financial performance of the TIF district, ensuring that increment revenue generated is allocated to designated projects and improvements.

- 3) The RRA, in coordination with the Downtown Rutland Partnership, will focus specific attention on the marketing and promotion of downtown commercial and retail locations and new business and Downtown housing opportunities.
- 4) In light of the necessity to "redevelop dilapidated and blighted structures", as stated in Rutland City Charter §36-1, the Authority will continue to pursue redevelopment and revitalization strategies developed in connection with housing needs assessments and neighborhood and housing revitalization studies.
- 5) In light of the negative impact that certain distressed neighborhoods are having on the quality of the greater downtown area, the RRA shall continue to develop long term redevelopment plans that address the critical need to improve both the properties and environment in the corridors leading into and leaving the downtown area, to include the assessment of condemnation, razing and reconfiguration of structures and changing their associated uses.

Further, the RRA shall take the lead role in coordinating and convening working groups of stakeholders, public and private developers, private property owners, real estate professionals and local bankers, and appropriate City Department Heads to analyze current housing needs, and to develop and implement both a short term and long-term strategy to address the City's vacant residential and commercial properties.

- 6) The RRA shall provide guidance to the Board of Aldermen and City Departments in developing and strengthening policies or ordinances that relate to the City's land use bylaws and Municipal Plan.
- 7) The RRA shall provide to the City regular updates on its efforts to increase or improve the quality of the grand list of the City of Rutland.

c) Downtown and Neighborhood Development Area Designations

The RRA shall be responsible for all coordination and efforts maintaining the State of Vermont Downtown and Neighborhood Development Area Designations.

d) Land Use Planning

The RRA will assist the Planning Commission and City Planning staff, under the direction of and in conjunction with the Community and Economic Development Committee of the Board of Alderman and in coordination with the City's Planning, Building and Zoning Department. These duties will include but not be limited to:

- 1) Assist planning efforts with primary emphasis on land use planning and particular attention to economic development, housing, transportation, capital facilities, and redevelopment projects.
- 2) Collect, analyze, evaluate and present facts to the Planning Commission and City Officials concerning important trends and developments as they relate to land use in the City.
- 3) Assist the Planning Commission's efforts in the development, update, and implementation of the municipal plan and land use bylaws.
- 4) Assist in the review and approval of development proposals with the appropriate City officials.
- 5) Represent the City's interests on planning issues of regional and State concern, including before the Rutland Regional Planning Commission, Natural Resources Board (Act 250) and Public Utilities Commission (Section 248).
- 6) Act as a resource for the Planning Commission, Board of Aldermen, Mayor and Department Heads on issues and matters related to federal, state, regional and local planning and development
- 7) Serve as the City liaison or representative with the Rutland Regional Planning Commission, Chamber and Economic Development of the Rutland Region, and all other regional or local planning organizations that are concerned with economic development and land use in the Rutland area, coordinating efforts where possible, so that Rutland City's interests will be fully considered in policy and project planning.
- 8) Assist the Rutland City Planning Commission in an advisory capacity relating to State of Vermont land use and development standards and mapping.

- e) **Additional projects that arise not within the context of this agreement, as mutually agreed upon by the City and RRA Board.**

2. Term

This agreement shall remain in effect from the time of its execution through June 30, 2029, provided that during the third year of the term on or before June 30, 2027, the City and RRA agree to review this Agreement for Services and in good faith and by mutual agreement may choose to modify and/or amend RRA services and/or appropriations for the final two years of the term.

3. Compensation

The City shall compensate the RRA for the term of the service starting at \$240,000, plus 4% per annum, beginning on July 1, 2025 for the services performed pursuant to this agreement. Per annum compensation based on 4% annual increase for the five-year term of this agreement will calculate as follows: FY 2025 = \$240,000, FY 2026 = \$249,600, FY 2027 = \$259,584, FY 2028 = \$269,967, and FY 2029 = \$280,766.

Should the City establish a TIF District, as outlined in 1.b)3), The RRA shall be compensated for the management of the TIF in an amount totaling \$65,000 + 4% per annum for the duration of the TIF district.

Additionally, the City shall provide in-kind two office spaces, and use of services at the Rutland City Hall building.

4. Termination

The city may terminate this agreement for cause or convenience at any time upon sixty-day notice in writing to the authority.

- a) If terminated for convenience, the RRA shall be entitled to sixty days prior notice and will be reimbursed for any and all services rendered or contracted for under this agreement to the effective date of termination.
- b) If terminated for cause, the RRA shall be entitled to payment only for services satisfactorily performed.
- c) The RRA may terminate this agreement for cause or convenience upon sixty days written notice of its intent to do so.

5. Subcontracts

The RRA may subcontract with third parties for the provision of services under this agreement. The RRA shall provide the City with copies of any third-party contracts. Any such subcontract shall be in compliance with federal, state and local regulations.

6. Severability

In the event that any section, subsection or paragraph of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such termination shall not affect the remainder of this Agreement and the same shall be given full force and effect as if said invalid section, subsection, or paragraph had not been included herein.

7. Amendments

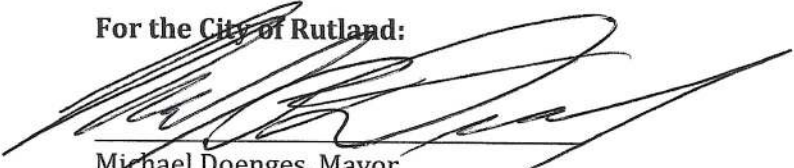
No amendments, modifications, or other changes in this Agreement shall be valid or effective without written agreement of the City and the RRA.

8. Extent of Agreement

This agreement represents the entire agreement between the City and the RRA. This agreement may not be modified except by written accord of both parties.

IN WITNESS hereof, the parties have executed this agreement on the 25th day of June 2024.

For the City of Rutland:



Michael Doenges, Mayor
As authorized by the Board of Alderman _____

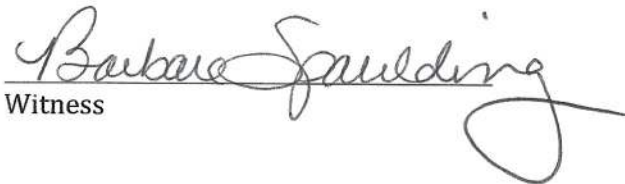


Witness

For the Rutland Redevelopment Authority:



Edward Clark, Chair and duly authorized agent



Witness