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Developer/Community Contracts: The Emergence of Community Benefit Agreements in Real Estate Development

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The traditional process of negotiating real estate development approvals and public subsidies supporting projects generally occurs in negotiations between developers and public officials. This is the practice in developed countries under federal or local laws. Public officials represent broader community and citizen interests and have as a goal the mitigation of negative externalities stemming from proposed developments. Development entitlements (permission to develop) in the United States are awarded to developers after municipal level review and consideration of proposed development plans. However, if a development proposal seeks a variance (development standards variance) from a local code or regulation, or if public subsidies are sought by the developer, further public review and discussion occurs. This additional public review often requires public hearings to evaluate how the requested variance(s) from zoning, building or municipal codes, and regulations will affect area residents, the surrounding properties and the public benefits associated with development subsidies. Under a system of local boards, planning commissions, and city councils, development projects are reviewed and the negotiation of public benefits from developers takes place. As a result of site limitations, including land uses and other

development and economic constraints, urban development projects usually face both variance and public subsidy needs to achieve project feasibility.

Two overarching impediments are encountered by real estate developers in need of project variances and public subsidies. First, because local units of government face financial constraints, developers are asked to provide public amenities as part of the project. Such amenities can include requirements for open space, public infrastructure, affordable housing, and dedicated community facilities as part of the project. By “negotiating” specific project amenities, municipal governments can leverage both public subsidies and variance approvals to obtain increased community benefits from the proposed development. Similarly, a development requiring variances and/or public subsidies must confront and address an array of community concerns in the public hearing process. Community activists from neighborhood groups, special interest groups, and regional level activist organizations are given a voice at public hearings to address their concerns to decision makers and elected officials.

It is not uncommon that developers have to participate in 40 or more public meetings to obtain project and subsidy approvals. Issues of local business and residential tenant retention, project

requirements for hiring local minority- and women-owned construction businesses to work on the project, and developer funding of community oversight groups often are sought by community stakeholders as part of the development and subsidy approval process. Real estate and economic developers often are puzzled by the demands and actions of community stakeholders seeking specific community benefits associated with proposed projects. The polemics debating the rights, degree of knowledge, and power that community stakeholders have in real estate development projects are highly charged. In many cases, through political and media clout, community stakeholders have downsized, reshaped, stalled, or shut down otherwise well-conceived projects that would have enhanced the communities in which they were proposed.

Advancing a common understanding of developer/community relationships is critical for developers and development officials to understand. The increased level of community and special interest group activism concerned with proposed real estate and economic development projects is leading the charge. Tao and Feilock¹ pointed out that the basic problem of determining how to evaluate development programs is complicated by undefined multiple goals, reliance on inappropriate aggregate units and levels for analysis, and the neglect of the distributional consequences resulting from development policy choices. Citizen participation in public affairs holds a sacrosanct status in the United States. Citizen involvement in land use and development issues is perceived as a good in and of itself.² Arnstein³ concluded that citizen participation in public decisionmaking is a little like eating spinach: No one is against it in principle because it is good for you.

COMMUNITY BENEFIT AGREEMENTS

Community benefit agreements (CBAs) are emerging and powerful tools that have enhanced citizen participation in real estate and economic development project regulation and approval. The use of CBAs in the United States has slowly occurred over the last 20 years with the support of foundations, labor unions, and CBA coalition advocacy groups. CBAs establish a process for developers to include community social and economic needs as part of a development. CBAs are legally binding contracts between developers and community stakeholder coalitions. Once a CBA is negotiated between the developer and a coalition of community groups, the municipality is approached for the issuance of regulatory approvals and public subsidies.

The CBA process generally is simple. A developer enters into a private contract, usually with a coalition of community, faith-based, or special interest groups in exchange for community support, cooperation, or forbearance regarding the proposed development. Enforcement and monitoring of developer actions required by the CBA also are included and often result in project oversight by community groups, municipalities, or designated third parties. CBAs are sometimes negotiated with the assistance of national or regional advocacy group(s) knowledgeable about the development process, organizing, community needs, and CBA contractual processes. In some cases, CBAs are incorporated into development agreements between the local units of government and the developers. With a CBA in place, the developer can accelerate the project approval process and obtain public subsidies, zoning changes, and project variances. Developers provide the municipality with the argument that development impacts have been vetted with the community and, as part of the CBA, community issues have been adequately addressed. The CBA process places community groups in direct negotiations with developers regarding the project and project amenities, as opposed to community concerns being addressed through a municipal development agency's negotiations with a developer. In the case of the latter, community groups report that they are more empowered as a result of being in direct negotiations with the developer in the early project stages.

CBAs lie outside the traditional process of obtaining development entitlements from local regulatory bodies; very little is known about CBAs and the role of the community in the process. In order to address this lack of knowledge, this study investigates the contractual goals of the community stakeholders that have been involved in CBAs. The existing literature on CBAs generally addresses specific development case studies, advocacy issues, planning/regulatory issues, and community organizing practices.

Development approvals achieved through CBAs have been tied to many local concerns in social and human services, employment, environmental transportation, community economic health, and land use issues. Local public policy and subsidy decisions are controlled economically at the point of project approval and subsidy award. Development approvals and subsidy incentives involve numerous decisions directly related to the citizens of the host community, such as public land dedications, project subsidies, zoning changes, use permits, government contracts, workforce and social service program support, use of eminent domain powers, and utility and road approvals. Each of these public decision processes provides a forum for

community representation and input regarding development projects.

There is a clear connection between development policy issues and the effective management of public subsidies. The scope and size of developments in which CBAs have been negotiated reflects a direct connection to the public subsidies provided for the project. The substantial subsidies on which many developers rely enable CBA coalitions to have a powerful voice in the development process and outcomes. Weber and Santacroce⁴ identified the need for development performance standards to evaluate projects receiving public subsidies. Research on new developments, CBAs, and local hiring practices has identified recommended CBA policy language, strong implementation of local hiring for permanent jobs, and committed staff as key factors in the success of CBAs.⁵ Indeed, CBAs enable community coalitions to direct subsidies to meet the needs of broader community concerns.

RESEARCH CONTEXT

It is important to understand CBAs not only because of their potential impact on community stakeholder and developer interaction, but also because of their impact on development regulatory controls. In the United States, local development officials (and politicians) often stand between citizens and developers. The public sector mediator has to make both successful in order for public sector credibility to survive. In an era of fiscal pressure and devolution of development resources, municipal real estate and economic development officials are finding fewer and more challenging opportunities for success. These challenges are made additionally complex by the emergence of CBAs, which lie outside traditional development processes and laws involved in public approvals and subsidy awards. The continuum of policy-intervention strategies⁶ that traditionally have included exactions, incentive zoning, and private-public development, have become more complex with community participation in development and land use decisionmaking.

Real estate and economic development also encompasses social/human services, employment, transportation, community economic health, and environmental and land use issues. Local public policy and subsidy decisions are economically controlled at the points of project approval, public land use approvals, infrastructure contributions, and subsidy concessions made by the public sector to developers. Whenever a public sector decision about a variance approval, zoning change, or public subsidy is made, a forum for community input occurs. Clearly, in the case of CBAs, the regulatory landscape is changed by the

requirements of the contract between the developer and the community stakeholders. CBAs have been a successful tool for community improvements in cities where new growth regimes have been challenged by low income communities and communities of color demanding growth with equity.⁷

How CBAs fit into existing local and state land use polices and decisionmaking is unknown. CBAs are generating confusion and political controversy, and the existing literature contains limited information for land use planners and zoning officials who come upon CBAs.⁸ CBAs are independent of local government; however, the need to dovetail CBA outcomes with local government approvals is critical to community stakeholders.

In a 2007 study of 27 CBAs, 11 of the agreements that were initially negotiated between the community and a developer later merged into city/developer development agreements.⁹ Some US cities have addressed the issues surrounding land use regulation and CBAs. New York City has been at the forefront of this discussion and has proposed specific CBA policies. A 56-page report, "Recommendations of the Task Force on Public Benefit Agreements,"¹⁰ found that CBAs and the negotiations preceding them have become lightning rods for controversy. The task force made recommendations to the City of New York in several areas, of which the most noteworthy were public sector accountability, fairness, and environmental justice for the community. CBAs reflect diverse development contexts, community needs, developer concessions, and community coalition dynamics. Perhaps most of all, CBAs are the result of a negotiated process where any accountability mechanism¹¹ requires the analysis of benefits, performance standards, penalties for noncompliance, monitoring, and disclosure on a case by case basis.

The increased community involvement in land use decisionmaking has been embraced by numerous community stakeholders. This citizen involvement has shaped development projects, entitlement approvals, and development subsidies significantly. In essence, community stakeholders use the land-use permit approval process as a point to address wider social and economic issues. By opposing or withholding project approvals, zoning changes, and public subsidies available for real estate development, community groups have the power to impose developer and project conditions.

Buchanan¹² finds that communities that are disproportionately made up of minority residents often are excluded from the development decisionmaking process. Buchanan calls attention to numerous reports of residents being promised multiple benefits from these development projects, only to

find out later that community interests were never taken into account. Buchanan cited Gross's¹³ argument that CBAs can be a significant tool to ensure that the community is not ignored in the development process, because CBAs promote inclusiveness, enforceability, transparency, and clarity of outcomes.

A diverse CBA stakeholder base enables comprehensive community initiatives to connect development strategies and activities across community groups.¹⁴ The coordination of CBA/developer negotiation is facilitated by a diverse range of community stakeholders seeking social, economic, and physical change. Shragge,¹⁵ in his discussion of community economic development conflicts, found that community groups have little broad-based membership, are underfunded, and have little power except that derived from their militancy and ability to apply pressure through direct action. Similarly, Tao and Feilock¹⁶ pointed out that the basic problem of determining how to evaluate development programs is complicated by undefined multiple goals, reliance on inappropriate aggregate units and levels for analysis, and the neglect of the distributional consequences resulting from development policy choices. Indeed, the groups that benefit from development are a function of where one looks for the outcomes.

CBA TERMINOLOGY: COMMUNITY BENEFITS AND DEVELOPER REQUIREMENTS

The use of CBAs by community stakeholders suggests numerous questions regarding the integration of broader community goals in the development process and how community objectives and developer requirements differed by the type of development. Existing research on CBAs is limited to a few case studies, legal structure, advocacy, and community organizing issues. Inquiry about questions defining the form and structure of existing CBAs does not exist. To address this gap, I evaluated 28 CBAs that were negotiated for projects throughout the United States between 1998 and 2008. The end date of 2008 is a reflection of the great real estate recession and the decline of major development projects following 2008.

The actual agreements for the 28 CBAs were obtained through Internet based sources and by requesting copies from community organizations. Every reasonable effort was made to identify and obtain as many CBAs as possible. The projects using CBAs were large, substantially subsidized, and diverse in nature.

The CBA contact terminology of the 28 CBAs was dissimilar in describing developer requirements, project amenities, and community benefits. As a result of the diverse contract language

among the 28 CBAs, a set of standardized working definitions was constructed to define and categorize community benefits and developer/project requirements under a consistent terminology framework. An analysis of the 28 CBAs and the terminology used to establish the terms of the agreements was conducted. While each CBA was independent, the themes and objectives of the contractual elements overall were clear. The following definitions are a product of the review of CBA terminology and provide a concise definition of community objectives and developer requirements.

CBA Required Benefits

- “Affordable housing construction” means residential units, either for sale at prices affordable to an individual with an annual or monthly income that does not exceed a certain figure, or for rent at rates that cost less than a certain percentage of an individual’s annual or monthly income.
- “Build with environmental awareness” means attention to the effect(s) that construction or development practices and completed facilities will have on the project’s natural surroundings.
- “Collective bargaining for workers” means the activity of negotiating as organized workers to establish wage standards and other employee benefits.
- “Community health considerations” means the physical well-being of residents or employees in the surrounding area, especially as it relates to environmental pollution caused by the project.
- “Construction worker hiring directed to disadvantaged groups” means the selection of employees for the implementation of the project, such as construction workers, among candidates who traditionally are less likely to be hired, as well as programs that facilitate hiring.
- “Contribute financial support to the community groups” means money given to the community to be used at its discretion, often for community improvements not provided by the developer.
- “Dedication of community amenities” means facilities or services made available to community members, such as childcare centers and residential parking programs.
- “Developer communication with community required” means the involvement or oversight the community is allowed during the project’s progress.
- “Developer funding of a community benefits fund” means money is given to the community group or CBA coalition to be used at its discretion.

- “Development plan review by community” means community input on the physical design of the project and the steps by which it will be implemented.
- “Leasing space to local merchants” means allotment of project space to local tenant merchants or engagement of local vendors within that space after the completion of the project.
- “Mitigate area traffic or parking problems” means moderating the number of people and vehicles passing through or occupying space along transportation routes and parking lots.
- “Noise control during construction” means the mitigation of disruptive sound effects of the project, such as late-night traffic.
- “Provided space for community use” means developer constructing or designating meeting space or recreation space that is available for community events.
- “Recreational/open space creation” means creating parks, bike or hiking paths, street-level plazas, and other community spaces that allow physical activity or create a sense of openness.
- “Require worker wages at a set minimum or living wage rate” means a universal pay rate for workers, payment of a wage exceeding state minimum wage, or payment of a wage exceeding state or regional poverty standards.
- “Trade-specific training programs for construction workers” means programs that help participants become proficient and find employment in a construction trade.
- “Construct specific facilities or improvements” means that the developer will provide buildings, traffic lights, or other specified fixtures.
- “Discourage or exclude a component” means that certain standards or behaviors within the project, such as leasing space to big-box retailers, will be forbidden or strongly advised against.
- “Ensure prescribed tenant mix” means that the residential or commercial tenants of the project’s building will be heterogeneous with regard to income level, company size, or some other measure proposed in the agreement.
- “Establish a project use with the community” means that the developer will locate a specific program or resource within the development, such as a YMCA or after school program.
- “Green/LEED practices in project” means that the construction or other functioning of the project will be designed to lessen or minimize the harmful impact on the project’s natural surroundings, and may be required to comply with state or other environmental standards.
- “Improve certain existing facilities or structures” means that particular items within the project, such as buildings or intersections, will be renovated or updated.
- “Maintain a community telephone hotline for complaints” means that the developer will maintain a mechanism by which community members can register complaints about the project’s impacts on the surrounding area, such as violations of designated trucking routes.
- “Maintain rental rates for a specific period” means that the monetary level at which a service or amenity, such as housing, is offered will remain the same for a specified time.
- “Mitigate existing harmful environmental conditions” means the remediation of an environmental hazard to the community.
- “Monitor specific project effect” means that a specific element of the development, such as traffic fuel emissions, will be monitored for possible harmful results.
- “Priority for displaced residents or workers” means that employees whose workplace has been closed or relocated because of the project and residents whose housing has been demolished or altered because of the project will receive greater consideration in selection for opportunities provided by the project.
- “Priority for female or minority businesses” means that companies owned by women or members of racial or ethnic minorities will receive greater consideration in selection for opportunities provided by the project.

CBA Developer Requirements

- “Address issues of importance for disabled or senior citizens” means that persons who are physically handicapped or elderly will receive greater consideration in selection for opportunities provided by the project.
- “Assistance to disadvantaged businesses” means that businesses that would traditionally experience difficulties competing equally with fellow businesses, such as small businesses, will be aided to participate in the project, such as through the unbundling of construction bids into smaller sizes for which small businesses can make a bid offer.
- “Community approval/consent on one or more project elements” means that the community’s input will be solicited on one or more elements of the project, with the understanding that this input may cause changes in the project plan; the project may be unable to proceed without the community’s consent to the plan.

- “Priority hiring for hard to employ or special needs persons” means that individuals who are especially disadvantaged in the workforce, such as at-risk youth, ex-offenders, and the mentally handicapped, will receive greater consideration in selection for opportunities provided by the project.
- “Priority hiring for low-income persons” means that persons whose annual or monthly income is low relative to a state or regional standard will receive greater consideration in selection for opportunities provided by the project.
- “Priority for minorities” means that people of racial or ethnic groups other than whites will receive greater consideration in selection for opportunities provided by the project.
- “Priority for small or local businesses” means that companies employing less than a certain number of employees, or companies based within a certain proximity to the project, will receive greater consideration in selection for opportunities provided by the project.
- “Provide dedicated space for community use” means that the developer will assist the community in a given project with its physical and human resources.
- “Regular reports to community by developer” means that members of the project will provide the community at specified times with a written or oral report of the project’s status regarding a given item, such as living wage.
- “Regular meetings required with developer and CBA representatives” means that scheduled meetings between the two groups will occur on a set ongoing basis.
- “Third-party monitoring of project” means that an unbiased person or group of persons not affiliated with the project will have access to appropriate records and oversight of the project as a whole or of a specific element of the project, such as the hiring program.
- “Trade specific training programs” means that individuals participating in applicable programs will receive trade-specific training, gain experience, and have access to other assistance, such as childcare, in order to enable them to work more efficiently on the project.

These definitions provide a concise view of community demands and developer requirements in the 28 CBAs analyzed. More importantly, the terminology serves as a foundation of the structural dimensions of the needs and expectations of community groups in the CBA process.

WHAT COMMUNITY NEEDS ARE MOST IMPORTANT AND HOW ARE THEY ACHIEVED WITH CBAs

Little information on the structural composition of CBAs being available, the research questions posed by this article concentrated on how the contractual elements differed by type of project. Any form of broad analysis of CBAs is challenging because of the diverse nature of the individual projects, regional variance in community activism and political climate, and the small project population of only 28 CBAs. As a first attempt to examine the composition of CBAs, the projects were analyzed as mixed use and non-mixed use projects and by the requirements at each project stage. The 28 CBAs were negotiated in six general development project categories: Twelve mixed use projects, four transit oriented development projects, three stadium projects, two housing projects, and one retail project. The sixth project category, “other,” included six projects ranging from construction of a university expansion, a hospital expansion, an industrial project, and two recycling facilities. Because of the diverse range of CBA projects, the analysis was based on a project type of mixed use (which included housing) and non-mixed use which reflected a single use property type.

Additionally, the objectives of CBA coalitions fall into three fundamental stages: Type I Community benefits requirements addressing area conditions, Type II Community benefits requirements addressing the development process, and Type III Community benefits requirements addressing long-term project management issues.¹⁷ A fourth category of CBA benefits requirements also exists which is more elusive and cannot be attributed to a development process, physical improvement, or event. These broader community benefits, address overall community themes such as environmental justice, social justice, and racial equality. Exhibit 1 presents incidence by percentage of the first stage in the 28 CBAs and answers the fundamental questions regarding the form and structure of CBAs and what developer actions were required as a result of area conditions.

The required Stage I developer actions identified in Exhibit 1 show that the 28 CBAs emphasized community needs for affordable housing, environmental considerations in the development of the project, and addressed issues of traffic and parking. For the Stage II development process issues, community concerns were directed to hiring of local workers, resident training programs in specific trades, required developer/community communication, minimum or living wage standards for construction workers, and provision of contractor

EXHIBIT 1—DEGREE OF NEGOTIATED DEVELOPER REQUIREMENTS AND COMMUNITY BENEFITS APPEARING IN 28 COMMUNITY BENEFIT AGREEMENTS FOR STAGE I

Type I Community CBA Requirements Addressing Area Conditions	Total Number of Projects (100%)	Number of projects where required	Number Required in 12 Mixed Use Projects	Number Required in 16 Non-Mixed Use Projects
Affordable housing construction	28	13 (46%)	8 (75%)	5 (31%)
Build with environmental awareness	28	10 (36%)	3 (25%)	7 (44%)
Mitigate area traffic or parking problems	28	10 (36%)	1 (8%)	9 (86%)
Community health considerations	28	9 (32%)	3 (25%)	6 (38%)
Mitigate existing harmful environmental conditions	28	8 (28%)	3 (25%)	5 (31%)
Developer funding of a community benefits fund	28	3 (22%)	1 (8%)	5 (31%)
Recreational/open space creation	28	4 (18%)	2 (16%)	2 (13%)
Address issues of importance for disabled or senior citizens	28	4 (18%)	2 (16%)	2 (13%)
Improve certain existing facilities or structures	28	2 (7%)	0 (0%)	2 (13%)

opportunities for minority- and female-owned businesses. (See Exhibit 2.) Long-term, Stage III community issues addressed developer support of the community organization, directed leasing practices to local businesses or residents, and the provision by the developer of space and amenities dedicated to the community. (See Exhibit 3.)

CONCLUSIONS AND NEED FOR FURTHER STUDY

When we compare and contrast the project types based on mixed use and non-mixed use projects, differentiation in community benefits and developer requirements can be better understood. Both mixed use and non-mixed use CBAs showed about the same level of required training programs, structured developer/community communication and meetings, environmental mitigation, required open or recreational space, and green building practices. For mixed use projects, community groups showed preferences for affordable housing, directed construction worker hiring to area residents, female and minority firms, and living wage rates for construction workers.

The CBAs for Non-mixed use projects included emphasis on community benefits and developer requirements such as building with environmental awareness, mitigation of traffic and parking problems, developer funding of community organizations, trade related training programs, required regular meetings

between the developer and community groups, development plan review by the community, and hiring female owned businesses.

When mixed use and non-mixed use projects are compared by the incidence of the 17 common community benefits and 23 required developer actions that community groups were able to obtain from developers, we see distinct differences. If we look at community benefits or developer actions required in at least 25 percent of the projects, only 13 mixed use projects compared to 18 non-mixed use projects reflected that these specific CBA requirements be included as a condition of the development. However, if we extend this line of reasoning and ask what specific community benefits or required developer actions were required in 75 percent or more cases we see only two for non-mixed use and five for mixed use projects.

Mitigation of area traffic or parking problems (86 percent) and developer contribution of financial support to community groups (75 percent) were conditions in CBAs for non-mixed use projects. For mixed use developments, the following developer requirements appeared in 75 percent or more of the projects: Construction worker hiring directed to disadvantaged groups (83 percent); Developer communication with the community required (78 percent); Requirement that worker wages be set at a minimum or living wage rate (83 percent); Priority hiring for low income persons (75 percent);

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EXHIBIT 2—DEGREE OF NEGOTIATED DEVELOPER REQUIREMENTS AND COMMUNITY BENEFITS APPEARING IN 28 COMMUNITY BENEFIT AGREEMENTS FOR STAGE II

Type II CBA Requirements Addressing the Development Process	Total Number of Projects	Number of projects where required	Number Required in 12 Mixed Use Projects	Number Required in 16 Non-Mixed Use Projects
Construction worker hiring directed to disadvantaged groups	28	22 (79%)	10 (83%)	2 (13%)
Trade specific training programs for construction workers	28	16 (61%)	6 (50%)	10 (63%)
Developer communication with community required	28	18 (57%)	8 (75%)	10 (63%)
Require worker wages at a set minimum or living wage rate	28	15 (54%)	10 (83%)	5 (31%)
Priority for female or minority businesses	28	15 (54%)	6 (50%)	4 (25%)
Regular reports to community by developer	28	14 (50%)	7 (58%)	7 (44%)
Priority hiring for low-income persons	28	13 (43%)	8 (75%)	5 (31%)
Regular meetings required with developer and CBA representatives	28	14 (50%)	5 (42%)	9 (56%)
Development plan review by community	28	9 (32%)	1 (8%)	8 (50%)
Establish a project use with the community	28	9 (32%)	2 (17%)	7 (44%)
Priority for female or minority businesses	28	7 (25%)	0 (0%)	7 (44%)
Priority hiring for hard to employ or special needs persons	28	6 (21%)	4 (33%)	2 (13%)
Priority for minorities	28	5 (18%)	1 (8%)	4 (25%)
Green/LEED practices in project	28	5 (18%)	2 (17%)	3 (19%)
Third-party monitoring of project	28	4 (14%)	1 (8%)	3 (19%)
Monitor specific project effect	28	4 (14%)	1 (8%)	3 (19%)
Community approval/consent on one or more project elements	28	4 (14%)	0 (0%)	4 (25%)
Collective bargaining for workers	28	3 (11%)	1 (8%)	2 (13%)
Noise control during construction	28	3 (11%)	1 (8%)	2 (13%)

and Developer contribution of financial support to community groups (75 percent).

The disparity between mixed use and non-mixed use projects regarding the terms or conditions of CBAs that reflect broader social and economic concerns of community groups, is evident. It seems that resident and community group activism takes a secondary position when projects are non-mixed use. Clearly, housing development is the direct

community connection between mixed used projects and community group interests. Surprisingly, community activism (and consistent demands for area employment) declines without the housing component.

Because so little is known about CBAs the need for future research is extensive. Future key research questions include: How municipal government planning staffs interface with community groups and CBAs; what is the transparency of local

EXHIBIT 3—DEGREE OF NEGOTIATED DEVELOPER REQUIREMENTS AND COMMUNITY BENEFITS APPEARING IN 28 COMMUNITY BENEFIT AGREEMENTS FOR STAGE III

Type III CBA Requirements Addressing Long-term Community Issues	Total Number of Projects	Number of projects where required	Number Required in 12 Mixed Use Projects	Number Required in 16 Non-Mixed Use Projects
Contribute financial support to the community groups	28	21 (71%)	9 (75%)	12 (75%)
Construct specific facilities or improvements	28	16 (57%)	8 (67%)	8 (50%)
Leasing space to local merchants	28	11 (43%)	7 (58%)	4 (25%)
Dedication of community amenities	28	9 (36%)	2 (17%)	7 (44%)
Priority for small or local businesses	28	7 (21%)	3 (25%)	4 (25%)
Priority for displaced residents or workers	28	6 (18%)	4 (33%)	2 (13%)
Discourage or exclude a component	28	4 (14%)	2 (17%)	2 (13%)
Ensure prescribed tenant mix	28	4 (14%)	3 (25%)	1 (6%)
Maintain rental rates for a specific period	28	4 (14%)	3 (25%)	1 (6%)
Assistance to disadvantaged businesses	28	3 (11%)	0 (0%)	3 (19%)
Maintain a community telephone hotline for complaints	28	5 (18%)	1 (8%)	4 (25%)
Provide dedicated space for community use	28	3 (11%)	2 (17%)	1 (6%)

planning processes; what development approvals are necessary; and how community involvement is facilitated by government. As CBAs continue to be implemented, how have land use planning practices and citizen relationships changed in determining community benefits and development requirements for new projects? Additionally, how CBAs are negotiated and what are the developer perspectives regarding the expanded connection between the physical development of a project and the economic/social issues of area residents.

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