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Community Benefits Agreements and Local Government

A Review of Recent Evidence

Laura Wolf-Powers

Problem: As community benefits agreements or community benefits arrangements (CBAs) become more common in redevelopment practice they are generating conceptual confusion and political controversy. Much of the literature on CBAs is focused on local organizing coalitions' inclusivity and political strategies, or on the legal aspects of the agreements, providing only limited information to planners who encounter advocacy for CBAs.

Purpose: I aim to help planners prepare to deal appropriately with community benefits claims in their communities by closely examining four urban redevelopment projects in which CBAs have been negotiated by stakeholder organizations, legislators, developers, and government agencies.

Methods: I characterize the 27 CBAs in effect in the United States as of June 30, 2009, based on their participants and structures. I then examine four of these CBAs in detail using the semistructured interviews I conducted with individuals involved in crafting, advocating, and implementing them and coverage in major daily papers, alternative newsweeklies, blogs, and the business press.

Results and conclusions: The cases featured in this article suggest that four key factors influence the way CBAs work in practice and the extent to which they vindicate or refute the claims of CBA proponents and detractors: the robustness of the local development climate; the local politics of organized labor; the accountability of the community benefits coalition to affected community residents; and, most importantly, the role of local government in negotiation and implementation.

In the late 1990s and early 2000s, a new form of public-private development deal, the community benefits agreement (CBA), arose in urban redevelopment practice in the United States. A CBA is a documented bargain outlining a set of programmatic and material commitments that a private developer has made to win political support from the residents of a development area and others claiming a stake in its future (Cummings, 2007; Gross, LeRoy, & Janis-Aparicio, 2005; Salkin & Lavine, 2008a, 2008b). Signatories to a CBA are generally, although not always, neighborhood-based groups from the area surrounding the development site, working in coalition with organizations representing causes such as organized labor, affordable housing, improved environmental quality, and public access to parks and open space. In exchange for signatories' support before legislative and regulatory bodies, developers may agree to guarantee that housing developments will include affordable units; to provide open space or community facilities; to award construction contracts to minority-owned firms; or to select commercial tenants likely to select permanent employees from among those represented by labor unions or living in the surrounding neighborhood. A CBA makes it more likely that public approvals

Takeaway for practice: Public sector actors, including elected officials and the staffs of redevelopment agencies, housing departments, workforce development agencies, parks and recreation departments, and budget departments become implicit parties to CBAs and often play significant roles in implementing them. Thus, public sector planners should carefully review and evaluate the implications of community benefits claims for local government's interests and goals. Depending on the circumstances, these evaluations may lead local officials to support community benefits arrangements or to oppose them.

Keywords: community benefits agreements (CBAs), urban redevelopment, planning

politics, community development, labor unions

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and subsidies will flow smoothly, and as a result can be extremely valuable to developers (Baxamusa, 2008).

At its simplest, a CBA is a legal contract between a developer and a set of nongovernmental groups whose support the developer considers necessary to obtain key public approvals or subsidies. However, most such arrangements involve local government actors much more directly than this suggests. Because city council members or other local elected officials often prompt or assist in the negotiations or officially sanction the resulting agreements, the legislative branch of local government is generally involved in a CBA. Benefits pledged to community groups are frequently formalized in agreements between private development firms and public agencies or redevelopment authorities.¹ Local government agencies also often help advocacy groups and developers implement CBAs and support them programmatically. In some cases, what advocates refer to as a CBA is actually a local law or a legislative provision in a financing authorization; in others, it is a tacit understanding that project approval is contingent on commitments to certain mitigation measures. I argue that this suggests that the parties to a CBA are not simply the groups seeking benefits and the developer from whom the benefits are being sought, but also the local public sector aiming to negotiate the best redevelopment deal for the locality (see Sagalyn, 2007; Weber, 2008). Planners and other city development officials thus have an interest in understanding these arrangements better.

CBAs associated with major urban redevelopment projects have generated fierce controversy. Community-based groups, labor unions, and some politicians tout the CBA as a mechanism for achieving social justice and delivering economic opportunities and enhanced public goods to disadvantaged, predominantly minority communities affected by privately led, publicly subsidized, revitalization (Blackwell & Fox, 2008; Foster & Glick, 2007). Some see negotiated neighborhood benefits as victories for groups and individuals whose interests the public sector neglected in past redevelopment and might otherwise ignore again. Many in the development community also welcome the potential to expedite development, smoothing transactions that local protests might otherwise disrupt or delay. However, some view CBAs with mistrust. Developers may view CBAs as illegal exactions. Development officials and planners may protest that CBA campaigns circumvent or hamper established development review procedures or impose additional burdens on beneficial development. Citizens striving to prevent or modify new development may see CBAs as means by which developers purchase public support with benefits that are inadequate to compensate deserving parties, or that will not reach them at all.

Most of the academic literature on CBAs to date has appeared in legal journals. Recent work explores the role lawyers play in mobilizing communities to influence the development process (Cummings, 2006; Foster & Glick, 2007; Marcello, 2007) and identifies legal issues and challenges associated with the contractual formulation and enforcement of CBAs (Beach, 2008; Gross, 2008; Salkin & Lavine 2008a, 2008b). In city planning and urban studies, much scholarship has focused on the politics of building and governing community benefits coalitions (Leavitt, 2006) and the significance of claimants' deliberative processes for planning theory and practice (Baxamusa, 2008). But the dynamics of community mobilization is not all that is important for planners to learn about CBAs, particularly in light of the controversy that the agreements have generated in practice. Baxamusa, for example, touts the CBA as a model of deliberative democracy, but others argue that advocacy for community benefits provisions allows neighborhood organizations, labor advocacy groups, tenants' associations, and other activists to bargain as if their particularistic interests were broader community interests. Skeptics argue that such groups claim the moral and legal authority to negotiate for people to whom they are not democratically accountable (Been, 1994; Freeman, 2007). Sagalyn (2007) proposes that CBAs exemplify the phenomenon of negative pluralism (Altshuler & Luberoff, 2003, p. 261) by forcing costly modifications to projects at the behest of neighborhood interests.

Because CBAs are a relatively recent phenomenon, there is insufficient evidence to evaluate whether they provide a net benefit either to parties to the agreement or to others (Been, in press); thus, I do not undertake an evaluation of CBA outcomes. It is also apparent that the answer to the question of who benefits from CBAs, and to what extent these parties benefit, will vary widely depending on local circumstances. Thus, I examine four urban redevelopment projects in which CBAs or similar arrangements were negotiated and implemented. The cases illuminate several factors that influence CBAs, yet have received little attention in the literature.

CBAs in Context

Although bargaining among the public sector, real estate entrepreneurs, and local interest groups is as old as urban development politics itself in the United States, CBAs in their current form arose within a specific contemporary context. First, in many central cities in the late 1990s and early 2000s, private investors began to value urban land in which they had previously taken little interest. The resur-

gent popularity of cities as cultural destinations and sites for market-rate and luxury homes combined with market and governmental incentives for infill, brownfield, and transit-oriented development stimulated building booms in neighborhoods at the fringes of central business districts, on former industrial waterfronts, and along major transportation corridors during the 1990s and early 2000s. Campaigns to win community benefits in this context often reflected anxiety among neighborhood groups in low income areas that the negative byproducts of redevelopment (residential and retail displacement, congestion, pollution, and increasing housing costs for renters) would affect their constituents more profoundly than would benefits such as new jobs and increases in the tax base. Such groups were particularly skeptical of the value of such development to existing residents when it was part of a tax increment financing (TIF) district or other special district created to reserve new tax revenue for repaying project-related debt.

Second, as has been well documented in the literature, co-investment and negotiation between the public and private sectors has become the norm in urban redevelopment (Beauregard, 1998; Friedman, 1995; Sagalyn, 1997; 2007). Planners and other local officials are now more likely than in the past to work with project developers early on, as well as sitting with them at the bargaining table, thus acting both as strategic partners and as maximizers of public value. In the ideal case, public sector officials receive input from affected community members during the land use and development review process and proceed to carry the public's priorities and concerns into negotiations with private developers. When this is the case, the investment of public funds in a project means it brings important benefits to the community and could not go forward without public subsidy (Friedman, 1995; Seidman, 2005). Seen in this light, a decision to expend tax dollars reflects a determination that the broad benefits catalyzed by development (revenue, employment, amenities, and improved physical surroundings) constitute sufficient rationale for public subsidy. As one public official asserted in an interview, "the tax base generated by a redevelopment project will be the largest community benefit."

A third feature of the context, however, is that public review processes are increasingly excoriated for failing to take into account the development priorities of poor residents living near proposed projects (Beach, 2008; Fleischer, 2007; Gross, 2008). Given the legacy effects of urban renewal in inner city neighborhoods and the persistence of poverty and joblessness in these places, local officials have, in this view, a responsibility to ensure that their residents gain economic and social opportunity from subsidized redevelopment (Meyerson, 2006). Third parties

demand community benefits either by negotiating directly with a developer or by exerting pressure on elected officials with the power to grant or withhold key approvals and subsidies. Planners' and elected officials' concurrence with the notion that there is a place in the negotiation process for community advocates has varied from city to city with political culture and the specifics of the project at hand.

Grounds for Objection

But contemporary CBA campaigns and reactions to them also reflect the legacies of past experience. As Altshuler and Luberoff (2003) argue, changes in the system of urban governance after 1970 made large-scale public investments in capital facilities less common because the disruptive effects of megaprojects on neighborhoods provoked public protest. Where megaprojects escaped opposition, planners often embedded potentially disruptive projects in broader plans that included public amenities. Even so they often faced "skilled activists whose demands were at times tangential to mitigation" (p. 230). Eager to avoid litigation and delay, public- and private-sector project champions frequently granted these demands, and Altshuler and Luberoff imply that activists themselves, rather than disadvantaged community residents, were typically the beneficiaries. A jaundiced eye sees contemporary efforts to use publicly subsidized development deals to obtain local hiring agreements, living-wage jobs, and affordable housing as similar and equally suspect. Gross (2008) argues that legitimate CBA advocates refuse funding from developers they have agreed to support and avoid participating in service contracts under CBAs they have negotiated. Nonetheless, the claim that CBA advocates are self-serving or self-dealing remains a theme in the debate about the desirability of these arrangements from a public policy perspective.

Proponents of CBAs also face potential legal challenges, particularly when their demands are not directly related to a project's direct physical and environmental impacts. In the context of zoning and exactions law, requiring a developer to provide unrelated benefits in exchange for a project approval or zoning change violates the essential nexus and proportionality strictures imposed by the well known *Nollan v. California Coastal Commission* (1987) and *Dolan v. City of Tigard* (1994) cases² (Been, in press; Ryan, 2002; Salkin & Lavine 2008b).

In many CBAs, however, the matter at issue is not chiefly a zoning approval, but a public subsidy to a project, maintaining a firewall between regulatory action and the benefits provided to advocacy groups. Officials have also skirted the issue by negotiating or amending development

or land disposition agreements to include the terms of bargains reached independently between developers and nongovernmental parties, or by taking independently negotiated CBAs into account when exercising fiscal and legal prerogatives. Further, as argued later, government actors often make commitments that add to a project's public cost without increasing developers' costs. This too prevents projects with CBAs from being vulnerable to charges that they involve contract zoning.

Whether commitments to alleviate underlying social problems are as appropriate as those that directly mitigate project harms looms large in debates over CBAs. Some argue that commitments to house low income city residents or help them increase their labor market opportunities do not belong in the project deals that private sector actors reach with planning departments and redevelopment authorities. Advocates counter that it is incumbent on municipalities and authorities to use the bargaining power they possess to achieve redistributive goals in the context of central city reinvestment.

Research Method

In spite of objections, neighborhood- and issue-based interest groups increasingly use political leverage and the media to claim roles in public-private negotiations, most recently in a Chicago campaign aimed at attaching housing and workforce conditions to the city's bid for the 2016 Olympics (Pletz, 2009). Although not a successful tactic in every case, CBA advocacy has become a robust feature of urban redevelopment politics, at least in strong real estate markets and at the top of the real estate cycle (Weiss, 1991). A comprehensive website and blog maintained by the Government Law Center of Albany Law School (Levine, 2009) listed 27 CBAs (see Table 1) as in effect and nine ongoing campaigns that had yet to result in agreements as of June 30, 2009. This source does not track CBA campaigns that have failed or been abandoned. It thus seems likely that the CBAs described by this source comprise a partial universe, and that many proposed or contemplated CBAs do not make it to the campaign stage because the chance of a positive outcome seems unlikely to activists, developers or government.

I selected four cases from this list in order to explore in greater detail a geographically and politically representative sample of U.S. CBAs established during the center city development boom of the early 2000s. Table 2 provides some basic facts about these cases. All four cases exhibit the following characteristics. First, each involves an urban redevelopment project in which an entrepreneurial public

Table 1. Typology of CBAs in effect as of June 30, 2009.

Independent agreement between developer and negotiating parties (no formal government role)

Atlantic Yards, Brooklyn, NY
Ballpark Village, San Diego, CA
Columbia University expansion, New York, NY^a
Gateway Center at Bronx Terminal Market, Bronx, NY
Yankee Stadium, Bronx, NY
Longfellow, Minneapolis, MN
Penguins Arena-One Hill, Pittsburgh, PA
Peninsula Compost Co., Wilmington, DE
Yale Cancer Center, New Haven, CT

Independent agreement exists between developer and negotiating parties (provisions also included in development and disposition agreement with redevelopment agency)

Hollywood and Highland, Los Angeles, CA
Hollywood and Vine, Los Angeles, CA
L.A. Live: Los Angeles sports and entertainment district, Los Angeles, CA
Hunter's Point, San Francisco, CA
Marlton Square, Los Angeles, CA
Minneapolis Digital Inclusion, Minneapolis, MN
NoHo Commons, Los Angeles, CA
CIM Project, San Jose, CA
Dearborn Project, Seattle, WA
SunQuest Industrial Park, Los Angeles, CA
Shaw District, Washington DC

No independent agreement exists between negotiating parties and developer (but provisions included in development and disposition agreement with redevelopment agency)

Redevelopment of former Gates Rubber factory, Denver, CO
Oak to Ninth, Oakland, CA

Agreement exists between public or quasi-public agency or authority and negotiating parties (agency or authority acting as developer)

Grand Avenue, Los Angeles, CA
LAX airport expansion, Los Angeles, CA
School Reconstruction Job Shadowing, Syracuse, NY

Local legislation dictates benefits requirements

Atlanta Beltline authorizing legislation Atlanta, GA
Park East Redevelopment Compact, Milwaukee, WI

Note:

- a. New York City government was not a party to the Columbia University expansion CBA, but provided funding and technical assistance to the parties to advance the negotiation process.

Source: Compiled by author from Lavine (2009) as of June 30, 2009.

Table 2. Summary descriptions of CBA cases.

| | L.A. Live: Los Angeles sports and entertainment district | Redevelopment of the former Gates Rubber factory | Park East corridor redevelopment | Yankee Stadium redevelopment |
|----------------------------------|--|--|--|--|
| Site and surroundings | 27 acres on the southern edge of downtown Los Angeles adjacent to the Staples Arena and the Los Angeles Convention Center; low and moderate income Latino neighborhood to the south known as the Figueroa Corridor stretches 40 blocks from the arena to USC | 50-acre brownfield in south central Denver, adjacent to a planned light rail station; surrounding neighborhoods range from poor (the Baker neighborhood with 24% of households in poverty) to middle class | 16 county-owned acres of the Park East Redevelopment Corridor in downtown Milwaukee (parcels are being sold individually to developers); poverty is high in several adjacent neighborhoods; the City of Milwaukee poverty rate in 2006 was 26% | 22 acres one block north of Yankee Stadium's former location in the South Bronx, a very low-income neighborhood with record asthma rates |
| Developers | Anschutz Entertainment Group (AEG) | Cherokee Investment Partners LLC, Denver | RSC & Associates owns one 2-acre parcel; the remaining 14 acres have not been acquired | New York Yankees |
| Development characteristics | Convention center expansion, 1,200-room hotel, 7,000-seat theater, 800 units of housing, movie theaters, restaurants and retail | 3,000 residential units, 1.75 million square feet of office, retail, and entertainment space | RSC & Associates plans two hotels, apartments, and retail space | 53,000-seat stadium and three new parking garages containing 3,600 spaces, plus renovation of 5,569 existing parking spaces |
| Public subsidies | \$58 million in city bonds, \$12 million in redevelopment grants, \$290 million in hotel tax rebates; \$30 million in state housing bonds for streetscape improvements | Bonds backed by tax increment financing, valued at \$85 million over 25 years; special taxing districts to cover \$41 million of additional bonds | \$20 million TIF district for infrastructure funding (for entire 64-acre Park East Redevelopment Area) | New York City: present value of tax relief, rent rebates, and foregone revenues from tax-exempt financing estimated at \$154.9 million (later estimated at \$362.4 million after park replacement costs went over budget.) New York State: \$165.8 million for tax-exempt financing, sales tax exemption, parking garages |
| Build-out period | 2005–2010 | 2007–2020 | Unclear, as most county-owned sites remain unsold | 2006–2009 |
| Total project cost | \$2.5 billion | \$1 billion | \$250–\$500 million (across Park East Corridor) | \$1.5 billion + \$340 million for parking garages |
| Projected job and revenue impact | <ul style="list-style-type: none"> • 13,500 construction jobs • 5,500 permanent jobs • \$10 million in sales tax revenue from construction • \$15 million annually in permanent new sales and property tax revenue | <ul style="list-style-type: none"> • 1,000 construction jobs • 10,000 permanent jobs • Revenue impact not available | Not available | <ul style="list-style-type: none"> • 6,000 construction jobs • 900 permanent jobs • Tax impact of \$46 million for city and state in 2009, and \$5.4 million annually thereafter in sales, hotel, parking and earnings taxes for city; \$6.1 million annually in sales, hotel, parking and earnings taxes for state (30-year present value of recurring revenues = \$225 million) |

sector identified an opportunity to reclaim underutilized land or to catalyze economically significant private development through the strategic use of land seizures and subsidies. Public officials, in attempting to create new value in an area whose full potential the market had not realized, entered into partnership with private parties and drew on such tools as tax-exempt financing, public infrastructure provision, and revenue abatements to move projects ahead. Second, neighborhood and interest groups in the area reacted to planned projects by demanding greater input. These groups sought to negotiate independently with developers or to force public agencies to impose conditions on developers, rejecting standard land use and environmental review procedures as inadequate to vet their concerns. Third, economic development planners and the elected officials to whom they answered were vulnerable to activists. Protest and opposition from the groups credibly threatened to disrupt the projects, with material consequences. Finally, all four incorporated measures addressing concerns broader than the impacts resulting directly from the physical footprints of the developments, as was characteristic of CBAs forged in the early 2000s.

Table 3 shows that although these four CBAs included commitments to mitigate physical disruption caused by the projects themselves (a parking district in Los Angeles and enhanced environmental standards in Denver), they also addressed wage standards for construction workers and permanent employees, employment opportunities, job training, and affordable housing in low income neighborhoods surrounding project sites. In New York and Milwaukee, all of the negotiated commitments lay outside the essential nexus.

I also chose to analyze these cases because they differed along several dimensions. The real estate markets in Los Angeles, Denver, and New York City were strong during the late 1990s and early 2000s, but this was not the case in Milwaukee by most standards (Wolman, Hill, Blumenthal, & Furdell, 2008). The role of organized labor in local development politics, which I argue is a key factor shaping the character of CBAs, also varies among the cases. Milwaukee and New York City are historic bastions of union power, particularly in the construction industry. In Los Angeles, the vibrancy of the union movement is more recent and rests on the power of service sector unions. In Denver, organized labor began to emerge as a player in local politics only after 2000 and is founded on organizing efforts in the construction trades. Finally, as Table 4 shows, in Los Angeles, Denver, and Milwaukee, organizations applying pressure to developers and local officials were broad-based coalitions that included labor organizations, environmental groups, local clergy, and neighborhood

groups. In New York, as detailed below, neighborhood and environmental groups initially attempted to negotiate with the developer (the New York Yankees), but were rebuffed and ultimately opposed the project altogether. Organized labor was not involved in the agreement and the community benefits document that paved the way for New York City council approval of key zoning changes and subsidies was signed only by elected officials. Differences among the four cases thus demonstrate the variety of arrangements called CBAs.

I conducted open-ended interviews with individuals who witnessed or who were involved in crafting, advocating for, or implementing the CBAs in these cases. These included public sector employees, advocacy group members, and developers. Interviewees typically chose to speak anonymously, as this allowed them to be candid about political processes continuing to unfold in all four cases. I also analyzed local and national media coverage of the agreements. My analysis of daily newspapers, alternative newsweeklies, blogs, and the business press revealed divergent stakeholder perceptions of the community benefits process as they quoted statements by developers, public officials, and activists about developing and completed agreements, and aired the views of opponents. I also examined artifacts of the community benefits campaigns (press releases, exhibits, presentations, and, wherever available, the agreements themselves) in each case.

Los Angeles Sports and Entertainment District, Los Angeles, CA³

The Los Angeles sports and entertainment district, also called L.A. Live, is a 27-acre site just south of downtown Los Angeles anchored on the north by the Staples Arena (home to five sports teams and named for the office supply company that purchased naming rights) and on the south by the campus of the University of Southern California (USC). In 2000, the Anschutz Entertainment Group (AEG), which also owns the arena, announced its plans for development on the site to include a 7,100-seat theater, two convention hotels, a convention center expansion, and six city blocks of apartments, retail stores, restaurants, nightclubs, and a multiplex cinema. Officials and nearby business owners considered the project key to the revitalization of Los Angeles' downtown, where real estate values had suffered since commercial overbuilding led to a bust in the mid-1980s.

Residents of the immediate area, a predominantly low income Latino neighborhood, were negatively impacted by the development of the Staples Arena in the late 1990s,

Table 3. Negotiated benefits and mitigations in CBA cases.

| | L.A. Live: Los Angeles sports and entertainment district | Redevelopment of the former Gates Rubber factory | Park East corridor redevelopment | Yankee Stadium redevelopment |
|---|---|--|--|--|
| Remedies for the physical impacts of project (nexus exists) | Residential parking program for surrounding neighborhood; \$1 million for parks and recreation | Developer cooperation with citizen environmental group monitoring cleanup | None | None |
| Other benefits | <ul style="list-style-type: none"> • 70% of permanent jobs to pay a living wage (\$7.72 with health insurance or \$8.97 without) • Local hiring program to target low-income residents • 20% (160 units) of onsite housing to be affordable for at least 30 years, with 30% targeted to families earning up to 50% of AMI, 35% targeted to families earning 51–60% AMI and 35% to families earning 61–80% of AMI • Developer to give \$650,000 to seed an affordable housing revolving loan fund • Developer to hire under the city's responsible contractor program | <ul style="list-style-type: none"> • Development to include on site: 150 affordable units for sale to households earning up to 80% of AMI (consistent with standing city policy); 100 affordable units for rent to individuals earning up to 50% of AMI; and 100 affordable units for rent to individuals earning up to 30% of AMI • Development to exclude big box grocery stores as tenants • Project infrastructure workers to be paid the prevailing wage • Denver's living wage ordinance to be extended to include parking lot attendants and security personnel employed at project's public facilities. • Enhanced local hiring system to recruit for new positions among residents of five adjacent low-income zip codes • Voluntary Cleanup Advisory Board (a citizens' group) will have access to documents associated with cleanup and be apprised of progress | <ul style="list-style-type: none"> • Developers of county-owned land must adhere to county's prevailing wage and disadvantaged business enterprise policies; County Executive's office must use some land sale proceeds to enhance pre-apprenticeship training and local hiring programs • Developers proposing green buildings and affordable housing are given preference in land sale process • Milwaukee County must sponsor new affordable housing amounting to no less than 20% of the housing units built on Park East land (units may be built offsite) | <ul style="list-style-type: none"> • At least 25% of construction workforce to be Bronx residents (half of these to be employed by women- and minority-owned firms) • 25% of stadium contracting to go to Bronx businesses. • \$800,000 per year in grants to community groups from 2006–2046 • \$100,000 per year in athletic equipment to local little league teams, from 2006 to 2046 • 15,000 free tickets annually to South Bronx community organizations, from 2006 to 2046 |

Note:

AMI is area median income.

which displaced 200 households and brought traffic, pollution, parking problems, and crime. Labor unions had already clashed with AEG over an organizing drive at the arena. Unions, tenant organizations, block clubs, clergy, and housing development groups who had been working together already as the Coalition for a Responsible USC,

formed the Figueroa Corridor Coalition for Economic Justice (FCCEJ) to advocate for the neighbors and employees of AEG's new development (Cummings, 2006; Gross et al., 2005). The coalition said that in order for it to support the city-subsidized project, the developer would be required to guarantee affordable housing, fund parks, enact local

Table 4. CBA formation and implementation in cases.

| | L.A. Live: Los Angeles sports and entertainment district | Redevelopment of the former Gates Rubber factory | Park East corridor redevelopment | Yankee Stadium redevelopment |
|---|--|---|---|---|
| Community coalition | FCCEJ includes Strategic Action for a Just Economy (neighborhood residents), Los Angeles Alliance for a New Economy (organized labor), Environmental Defense, and 30 other community and issue-based groups. | The Campaign for Responsible Development is led and staffed by the labor-backed, foundation-funded Front Range Economic Strategy Center (FRESC) and endorsed by 57 other religious congregations, unions, housing groups and community-based organizations. | The Good Jobs and Livable Neighborhoods Coalition is led by the Institute for Wisconsin's Future, the Milwaukee County Central Labor Council and Milwaukee Inner-City Congregations Allied for Hope (MICAH), and includes 30 other community groups and unions. | Not applicable |
| Nature of CBA | Individuals representing coalition members each signed contracts with the Los Angeles Arena Land Company & Flower Holdings LLC, (divisions of AEG) stipulating to the agreed-to benefits. Developer commitments under the CBA became part of the development and disposition agreement between the developers and the Community Redevelopment Agency of the City of Los Angeles (CRA). | There was no formal agreement, but the Denver City Council approved public subsidy only after the developer (Cherokee) and the Denver Urban Renewal Authority committed to community benefits. | The Milwaukee County Board of Supervisors passed an ordinance prospectively subjecting developers of county-owned parcels in the Park East Corridor to certain requirements. | The Bronx borough president and three city council members signed an agreement with the Yankees that stipulated the benefits to be provided. |
| Date agreement reached/passed | Agreement reached May 31, 2001; Los Angeles City Council approved the project September 5, 2001. | Denver City Council approved the public financing package February 4, 2006. | Approved by the Milwaukee County Board of Supervisors December 16, 2004. The board overrode the county executive's veto February 4, 2005. | New York City Council approved the stadium land use plan April 5, 2006, and approved tax-exempt financing for the stadium April 27, 2006. |
| Private and nonprofit actors responsible for implementing and oversight | <ul style="list-style-type: none"> • Los Angeles Arena Land Company and Flower Holdings LLC (divisions of AEG) • FCCEJ Oversight Committee (meets quarterly with developer's representatives) • Strategic Action for a Just Economy (dedicated staff member) | <ul style="list-style-type: none"> • Cherokee Investment Partners LLC • FRESC • Mi Casa Resource Center (community organization funded by Denver Urban Renewal Authority (DURA) to implement local hiring on project) | <ul style="list-style-type: none"> • Developers of county-owned Park East land • Park East Advisory Committee (appointed by county executive) reviews and comments on redevelopment proposals for county parcels | <ul style="list-style-type: none"> • New York Yankees • Independent monitor (individual) overseeing local hiring and contracting • Yankee Stadium Community Benefits Fund (appointed by Bronx borough president, Bronx Democratic Party Chairman, Bronx City Council delegation) |

Table 4 (continued).

| | L.A. Live: Los Angeles sports and entertainment district | Redevelopment of the former Gates Rubber factory | Park East corridor redevelopment | Yankee Stadium redevelopment |
|---|---|---|---|--|
| Public sector actors responsible for implementing and oversight | <ul style="list-style-type: none"> • CRA of the City of Los Angeles • Los Angeles Office of Parking Management • Los Angeles Department of Public Works (responsible contractor program) • Los Angeles Department of General Services (responsible contractor program) • Los Angeles Office of the City Administrative Officer (responsible contractor program) • Los Angeles Department of Community Development (first source hiring program) • Los Angeles Trade Technical College (job training program) | <ul style="list-style-type: none"> • DURA • City of Denver Office of Economic Development and its Division of Workforce Development | <ul style="list-style-type: none"> • Milwaukee County Department of Community and Economic Development • Community Business Development Partners (responsible for administering the county's disadvantaged business enterprise program and monitoring progress toward local hiring goals) | None in CBA; however, needed city approvals were obtained on the basis of a New York City Department of Parks and Recreation plan to construct and refurbish recreation areas to replace seized parkland and the Metropolitan Transportation Authority's statement that it intended to construct a new regional rail station at the stadium. |

hiring, and institute a living wage clause that would pave the way for union organizing, particularly at the hotels. Although AEG initially stated that it would deal solely with the Community Redevelopment Agency of the City of Los Angeles (CRA), its desire to line up city approvals quickly in an election year and evidence that the CRA and city council would not approve the project without organized labor's support prompted the developer to meet with representatives of the coalition. The parties reached an agreement over five months, announcing a deal on May 31, 2001. The signatories worked together over the next several months to secure CRA approvals, city council sign off, and, ultimately, significant public subsidies for the project (Barrett, 2001; Lopez, 2006; McGreevey, 2008). Coalition members later defended the development receiving greater than anticipated hotel tax rebates.

The agreement itself was a legal document specifying the developer's cooperation with and financial contribution to a variety of measures (listed in Table 3). FCCEJ members signed a separate cooperation agreement pledging not to oppose the L.A. Live project. The CBA was then incorporated into the development and disposition agreement between AEG and the CRA (CRA of the City of Los

Angeles, 2001). The specific aspects of the agreement are detailed in other published work (Gross et al., 2005; Salkin & Lavine, 2008a), but it made implementation the joint responsibility of the FCCEJ, the developer, and the public sector. For example, AEG paid for a residential parking district that the City of Los Angeles created near the project site and for residents' permits to park there for five years. A main coalition partner, Strategic Action for a Just Economy, staffs the project's local hiring effort, but many job applicants are referred through employment centers run by the Los Angeles Department of Community Development. The developer contributed the land for a promised recreation center, but the CRA is overseeing its development. The CRA is also deeply involved in managing affordable housing funds committed by the developer, working closely with a land trust established by the FCCEJ and several nonprofit groups. AEG continues to depend on the CRA for permits and subsidies, making the CRA important to the enforcement of the agreement. The CRA works with an active FCCEJ advisory committee and all CRA actions are subject to city council approval.

Redevelopment of the Former Gates Rubber Factory, Denver, CO⁴

In June 2002, the private equity firm Cherokee Investment Partners announced plans to redevelop a 50-acre brownfield in south central Denver, the abandoned site of the former Gates Rubber factory. The project's brownfield remediation and transit-oriented development credentials immediately created a buzz in local development circles. Redevelopment of the site, which had been abandoned for the previous 10 years, was touted as a flagship project in Denver's smart growth agenda. The master plan for the \$750 million to \$1.5 billion project featured a dense mix of offices, retail stores, and condominium units adjacent to a station on a new light rail system. Shortly after Cherokee's announcement, the Denver Urban Renewal Authority (DURA) said it would create an urban renewal district for the area, facilitating the creation of a 24-acre TIF district and other special taxing districts that would generate funds to reimburse Cherokee for remediation and infrastructure development (Kniech, 2007; Read, n.d.). Residents of surrounding neighborhoods (a mix of low income, working class, and middle class communities) were concerned about groundwater contamination, affordable housing, and access to the jobs generated by the project, while labor groups wanted to increase the chances that work financed through public subsidy would go to union contractors.

The public financing provision eventually valued at \$126 million allowed advocates to press Cherokee for development terms that went beyond existing city and state requirements for affordable housing, wages, and environmental cleanup standards. Specifically, a coalition calling itself the Campaign for Responsible Development argued that to obtain public approvals and financing, Cherokee's plan for affordable housing should exceed the requirements of the city's inclusionary housing ordinance (Kniech, 2007). They wanted a citizens group, the Voluntary Cleanup Advisory Board, to have greater involvement in monitoring remediation at the site than the law stipulated. They also asked Cherokee to build a childcare facility onsite, to require construction contractors to pay the prevailing wage, to require commercial tenants to pay family-supporting wages and benefits, and to require all employers to hire locally.

The Denver coalition was led by the Front Range Economic Strategy Center (FRESC), which was affiliated with the regional labor federation, included 24 organizational members, and was endorsed by 32 other religious congregations, unions, housing groups, and community-based organizations (see Table 4). Although the coalition secured an early promise from Cherokee not to consider

big box grocery stores as tenants, the developer later declined to meet with the group, having received signals from DURA and the City of Denver that financing approvals could be achieved without FRESC's support. Advocates were ultimately able to convince members of the Denver city council to press DURA to negotiate harder with Cherokee in exchange for city council approval of public financing. Members of the council were emboldened by public displeasure at the revelation that the city subsidy to the project would be exceptional by Denver standards.

The TIF approved by the city council in February 2006 followed Cherokee's December, 2005 announcement of a far-reaching affordable housing plan for the project and a commitment to pay prevailing wages to those workers involved with infrastructure construction (Campaign for Responsible Development, 2007).⁵ Denver's living-wage law will apply to parking lot attendants and security personnel employed at the site's public facilities. The developer also committed to unprecedented transparency around the remediation, and DURA promised to increase its commitment to *first source* or *local* hiring, giving individuals from low income neighborhoods near the redevelopment sites the first opportunity at newly created jobs (FRESC, 2007). DURA also pledged to pay particular attention to local hiring on the Gates Rubber project (see Table 3). Advocates did not achieve prevailing wages for building construction workers at the site, but reported satisfaction with what they considered landmark plans for affordable housing and greater public participation in environmental monitoring. They also lauded DURA's commitment to work with the City of Denver to strengthen local hiring policies (Campaign for Responsible Development, 2006; Kniech, 2007; Read, n.d.).

Because the advocates' gains in the CBA campaign were reflected in the development agreement with DURA (DURA, 2006a, 2006b), DURA and city executive agencies have significant implementation roles. Cherokee's affordable housing plan, which includes subsidies for renters as well as for home buyers (see Table 3), was developed in partnership with the city and is overseen by Denver's Division of Housing and Neighborhood Development. A hiring policy that gives priority to job applicants living in five zip codes immediately surrounding the development will be overseen by DURA and implemented by the Denver Office of Economic Development's Division of Workforce Development. FRESC monitors implementation of the city's local hiring policy both at the project and citywide.

However, Cherokee's initial plans for the portion of the Gates Rubber site that was to be covered by the city-bonded TIF district stalled with the housing market in

2008. As of June 2009, the remediation and infrastructure work had yet to get underway and most of the site remained without building developers or an approved plan for building development. Thus, the city had not issued bonds for the TIF district, nor had the developer carried out its associated commitments, leaving important aspects of the arrangement agreed to in late 2005 unimplemented, including prevailing wages, living wages, and first-source hiring.

Park East Corridor Redevelopment, Milwaukee, WI⁶

In 2003, the long-awaited demolition of an underused elevated highway spur at the northern edge of downtown Milwaukee, WI, opened to development 26 prime acres in close proximity to downtown and the Milwaukee River. The land laid bare by the teardown was at the heart of the Park East Redevelopment Corridor, a 64-acre district for which Milwaukee's Department of City Development had recently created a TIF district and outlined an ambitious redevelopment plan. Local development officials and major developers already building in the corridor claimed that new development beneath and around the demolished highway would help bring young professionals, empty nesters, and high-end service employers back into central Milwaukee after a long decline. But the redevelopment plans had a different meaning for residents of a nearby African American neighborhood, many of whom remembered the thriving Black neighborhood destroyed when the freeway was originally constructed in the 1950s. Community groups hoped to help Milwaukee's sizable low income population, particularly those in the area adjacent to the Park East corridor, benefit from the redevelopment. As in Denver, labor groups wanted to make it more likely that that work financed with the help of public subsidy would go to union contractors, and as in Denver and Los Angeles, labor and community organizations saw practical reasons for aligning.

When the city's plan was announced in 2002, the Milwaukee County Labor Council, the labor-backed Institute for Wisconsin's Future, and a coalition of churches called Milwaukee Inner-City Congregations Allied for Hope (MICAHA) spearheaded the formation of the Good Jobs and Livable Neighborhoods Coalition to press for affordable housing mandates, prevailing wages in construction, commitments to local hiring and training, a requirement that project tenants pay a living wage, and a requirement for green construction on Park East parcels (Good Jobs and Livable Neighborhoods Coalition, n.d.; Gross et al., 2005). Because multiple developers would be

involved, advocates tried to convince city officials and legislators to incorporate community benefits provisions into the development plan that would apply to all who built in the corridor. However, citing concern that the provisions being sought would inflate construction costs and doubts about the legality of setting housing and workforce policy in a land use document, Milwaukee's mayor and the Department of City Development opposed the advocates, and Milwaukee's common council approved the redevelopment plan without conditions in June 2004. Advocacy efforts then centered on the Milwaukee County board of supervisors, whose members passed legislation in February 2005 that applies to the 16 acres of Park East land owned by the county (LeRoy & Purinton, 2005).

The Park East Redevelopment Compact (PERC) applies a set of requirements to those who enter into agreements to develop county-owned land in the Park East corridor. These include the county's prevailing wage and disadvantaged business enterprise (minority contracting) requirements, as well as more stringent requirements for hiring Milwaukee residents into construction positions. It calls on the Milwaukee County board to allocate land sale proceeds to a community and economic development fund to be used for affordable housing development, job training, and small-business loan programs. The PERC also created an advisory committee, appointed by the county executive, which participates in the developer selection process (see Table 3). The committee, which includes both members of the Good Jobs and Livable Neighborhoods Coalition and representatives of groups who opposed the legislation, like the Milwaukee Realtors Association, hears developers aspiring to purchase county land explain how they intend to meet local hiring, minority contracting and affordable housing goals. The committee's mission also entails monitoring compliance with the legislation once development projects are underway (Milwaukee County Board of Supervisors, 2004).

However, the pace of development on the county-owned land in the Park East corridor since the PERC was passed has disappointed local economic development boosters, officials, and community advocates. Two planned developments were canceled in 2008 early 2009,⁷ and a third project (hotels and apartments planned by Chicago developer RSC and Associates on the only lot actually sold by the county) remained delayed as of June 2009. As a result, the county institutions designated to implement the PERC, in particular the office that administers disadvantaged business enterprise and local hiring programs, have had little to do. People in real estate and government in Milwaukee readily blame the lack of development on the recent credit crunch and the real estate market's decline,

but some fault Milwaukee County's relative inexperience with land development and its decision to sell Park East land in block-sized tracts rather than smaller parcels that would have been more consistent with the urban design elements of the city's redevelopment plan (Daykin, 2009a, 2009b). While few blamed the PERC itself, several of the people I interviewed cited a complex city-county governance structure and a contentious relationship between legislators and executives in the city and county as factors that have made progress in Park East difficult. In February 2009, Milwaukee county executive Scott Walker, who opposed the PERC from the outset, proposed to sell Milwaukee County's Park East land to the City of Milwaukee, a move that, if implemented, would void the PERC's jurisdiction over the area's development.

Yankee Stadium Redevelopment, the Bronx, NY⁸

The construction of a new stadium for the New York Yankees became the subject of debate in New York City beginning in the mid-1990s, when executives threatened to move the team unless the city generously subsidized a new facility. The New York Yankees' June 2005 announcement that they would remain in the Bronx, building a new stadium at their own expense one block north of the old one (which had been owned and maintained by the city in exchange for rent), was praised by Mayor Michael Bloomberg as an excellent investment for the city (Sanderson, 2005). While the stadium plan, which included several new parking garages, required the seizure of 22 acres in two city parks, the city's Parks and Recreation Department planned to replace lost recreation space at multiple sites nearby. The new stadium, part of a broader redevelopment initiative that local elected officials were pursuing for the South Bronx,⁹ was also less generous with public subsidy than a 2001 plan proposed by then-mayor Rudolph Giuliani. A study conducted for the city's Economic Development Corporation in 2006 asserted that the new stadium would produce one-time tax revenues of \$46 million for the city and state in 2009 (the year of the construction) and substantial incremental revenue gains in subsequent years from sales, hotels, parking, and earnings taxes (Economic Research Associates, 2006).

Controversy soon arose, however, around the adequacy of the replacement parks plan, a plan to build thousands of new parking spaces in a neighborhood plagued by asthma and the disputed claim that the project provided good value for taxpayers (Damiani & Steinberg, 2006; Hogi, 2007;

Lowenstein, 2006, New York City Independent Budget Office, 2007; 2009).¹⁰ A community coalition, Bronx Voices for Equal Inclusion, formed to press the Yankees and the city for a less car-oriented plan that preserved more contiguous parkland, and to advocate for mechanisms that would encourage local hiring and training for construction jobs. But the Yankees and Bronx elected officials declined to revisit the fundamentals of the parkland deal and rebuffed the local groups hoping to participate in discussions about a promised CBA. Ultimately, organizations concerned about negative impacts on the neighborhood fought the stadium proposal, while labor unions promoted it. A CBA committing the Yankees to substantial local hiring, contracting, and purchasing, along with a promise to donate \$800,000 annually for 40 years to social service and community development organizations in the borough, and \$400,000 annually in tickets, sports equipment, and merchandise (see Table 2), helped secure decisive city council victories for the stadium plan and financing package in April 2006. The agreement was signed by the Yankees, the borough president of the Bronx, and three New York city council members from districts in the Bronx. It was not incorporated into a development agreement and was not released to the public.

Aside from city-run employment centers, which referred construction job applicants to the stadium site, city agencies were not involved in the implementation of the Yankee Stadium CBA, which was a contract between the team and the elected officials.¹¹ The Yankees paid the salary of an individual (previously on the staff of the Bronx borough president) who oversaw local hiring, contracting, and purchasing efforts, but while Yankees spokespeople said the organization had met hiring and contracting targets, little verification or detail was provided (see Gonzalez, 2008a, 2008b). Meanwhile, the elected officials who signed the CBA created a nonprofit charity, the Yankee Stadium Community Benefits Fund, to distribute the annual cash and in-kind benefits pledged by the Yankees. The officials also appointed the fund's board members, who are responsible for evaluating applications for funding. While the Yankees have fulfilled their annual obligation to deposit money into the community benefits fund, and while the money in the fund is being disbursed on schedule after an initial delay, the charity became mired in legal controversy in March 2009, when its administrator, Michael Drezin, was fired after protesting that the Yankees' first \$800,000 contribution to the fund had been deposited in a non-interest-bearing account at New York National Bank, which was founded by Serafin Mariel, the community benefits fund's chairman (Egbert, 2009). Drezin and the fund remain in litigation.

Criticism of the Yankees CBA prompted New York City government to promote greater representativeness and more opportunity for community input in a recent CBA negotiation around the expansion of Columbia University into West Harlem (Salkin & Lavine, 2008a). But it appears that city government is now discouraging CBAs, urging concerned groups instead to exercise voice through the city's land use review process (Pristin, 2008). The city's Economic Development Corporation (comparable to redevelopment authorities in other cities) and its Department of Small Business Services have designed a mechanism intended to encourage developers to participate in and fund local hiring efforts and job training for residents of communities immediately surrounding redevelopment projects.¹² If this policy is adopted after its pilot phase, it would apply to permanent jobs created by redevelopment projects. Thus, even though New York currently discourages community groups and developers from undertaking CBA negotiations, the city has attempted to address one of the main grievances brought by CBA activists.

Observations and Analysis

Municipal land use and economic development planners increasingly encounter CBA advocacy in their work. However, current planning scholarship on CBAs often fails to identify the public sector as a critical, if sometimes silent, participant in the negotiations to bring about CBAs, and a key implementer of the resulting programs and initiatives. Although the CBAs described here differ both legally and politically, they also have commonalities that may be helpful for planners to understand.

The Local Development Climate Determines Whether a Project Can Support a CBA

In order for a CBA to be workable, the cases suggest that the climate for real estate investment in the locality must be robust while bargaining is underway, the public subsidy to the project must be substantial, and the potential for community opposition to derail government support must be great enough to justify developers meeting advocates' demands rather than resisting them or declining to invest.

In Los Angeles, Denver, and New York, features in the external economic environment converged propitiously with features of the development deals. Population and job growth were strong, and the projects at hand were properly considered megaprojects, each representing a billion dollars or more in public and private investment. There was a serious threat of community and legislative opposition to

moving these coveted projects forward if the developer did not agree to community benefits provisions.

In Milwaukee, by contrast, there was no megaproject, and an overall climate of slow, steady growth gave community advocates less leverage than in the other cases, because the Park East TIF district had been approved prior to developer selection and land disposition. While none of the people I interviewed in Milwaukee said the PERC was a prime reason for sluggish development in the Park East corridor, the fact that the project was smaller and the real estate market weaker reduced both what community advocates were able to demand and the likelihood that there would be quick progress toward the jobs, contracts and low-cost housing they sought. Another problematic factor in Milwaukee was the disagreement between and within the city and county governments. The PERC has the support of county supervisors and a dedicated core of advocates, but city officials opposed it, and the county executive later proposed to cede ownership of the Park East land to the city government. Milwaukee's case represents a cautionary tale for planners in cities where the development market is slack or where government has relatively little expertise in land development. It also suggests that in a nationally slack real estate market, community benefits advocates can expect to have less success than they did in the early 2000s.

The Politics of CBAs and Organized Labor Are Connected

The literature is clear that coalitions advocating for CBAs must faithfully represent stakeholders (Baxamusa, 2008; Gross et al., 2005; Leavitt, 2006). Less frequently discussed is the large role that groups affiliated with the labor movement play in many CBA campaigns. According to LeRoy and Purinton (2005), "CBAs represent a significant evolutionary development in . . . community-based unionism, in which organized labor supports efforts outside the immediate domain of the workplace and the collective bargaining agreement" (p. 3). Yet, these cases show that the role of organized labor in any given CBA process is bound up with labor movement politics in the municipality in question, and with the interaction between labor politics and the politics of development.

In Los Angeles, the coalition building that culminated in the L.A. Live agreement and other CBAs in the early 2000s was connected to the increasing political power and community presence of unions in the city over the course of the 1990s. Labor-affiliated groups whose representatives joined with tenant and community leaders in the Figueroa Corridor had spent a decade building bridges between the established local labor movement and efforts to promote

immigrant rights and improve job opportunities in low income communities. Labor activists forged similar alliances in Denver, where the Denver Area Labor Federation emerged as a political force in the early 2000s in part by making common cause with organizations dedicated to community economic development and government accountability. In Milwaukee, unions and allied policy organizations, which were historically strong compared to those in Denver and Los Angeles, also joined with faith-based, neighborhood, housing, and environmental groups. Unions' motivations for aligning with community groups is variously interpreted as narrowly instrumentalist or (as in LeRoy & Purinton, 2005) indicative of a return to the core social values animating the labor movement. Regardless, it is clear that where a winning CBA coalition includes both unions and neighborhood groups, a tactical bargain has been struck. Organized labor has joined with neighborhood and faith-based groups to advocate for broader-based redistributive policies, and the result is a new power bloc in local development politics.

The role of unions in the Bronx case offers an illuminating counterpoint to the other three. Almost without exception, megaprojects in New York are built with union labor. Thus, no political advocacy was required to ensure that union members would gain jobs from the project, unlike in the other cities, and to have made common cause with groups pursuing community benefits would have created unnecessary tension with Mayor Michael Bloomberg and other elected officials who supported the stadium. Thus, organized labor declined to join local groups striving to strengthen their negotiating position by including more stakeholders. As the project unfolded, the consequences of this stance for local hiring became clear. A June 2008 column in the *New York Daily News* reported:

The team acknowledges that more than 3,900 people have applied for construction work at the stadium. More than 80% didn't belong to any union. Since you must be a union member to work on the site, the Bronx residents most in need of a job have been shut out of the daily workforce of 1,200. (Gonzalez, 2008b)

The practical challenges of opening jobs and training opportunities to the residents of the neighborhoods most affected by redevelopment were not limited to the Bronx. In Milwaukee, municipal officials and developers said that the most powerful provision of the PERC was its prevailing wage requirement, and predicted that the policy would primarily benefit the middle income suburbanites who dominate the county's major building trades unions. They claimed that they could do more for the project area's

unemployed and underemployed residents by requiring that contractors contribute to construction training programs, for example. Those who advocated the PERC, as well as the county supervisors who passed it, maintain that it provides incentives to unionized firms to employ more apprentices and pre-apprentice trainees than usual, and the president of the local building trades council has pledged to work actively with trades training programs located in the city. But, others say that without more aggressive attention to the employment barriers facing low income residents, a prevailing wage requirement will do little to raise wages and reduce poverty in central Milwaukee. In Los Angeles and Denver, interviewees involved in forging and implementing CBAs also reported difficulty countering embedded norms that restrict access to construction training and job opportunities for members of inner city populations (see also Swanstrom & Banks, 2009). Many, but not all, of the alliances between labor and community groups reflected in CBAs appear to rest on mutual interests that shift with the local political context and that may also shift over time.

Do Parties to CBAs Represent the Interests of the Community?

While the preceding section points to the potential for tension between organized labor and other local stakeholders in a community benefits coalition, it does not approach a more fundamental issue raised earlier: whether the parties to a CBA in fact represent the interests of the community.

Many groups negotiating CBAs have taken care to involve the community, protect against conflicts of interest, and insure an inclusive bargaining process. But there are no safeguards in place other than those the groups impose upon themselves: no mechanism for ensuring that those who claim to speak for the community actually do so; no guaranteed forum through which the community can express its views about the substance of the CBA or the wisdom of entering into a CBA; and no formal means by which the community can hold negotiators accountable for the success or failure of a CBA. (Been, in press, p. 12)

Two types of conflicts arise over the representativeness and accountability of CBAs. First, stakeholders whose goal is to block or significantly modify a project often dispute the representativeness of a CBA negotiated in connection with it. In the Yankee Stadium case, both local residents aggrieved by the seizure of Macomb's Dam Park, and good government groups convinced that public subsidy to the project did not pass a cost-benefit test, dismissed the April

2006 CBA as a sham document. They said it was created behind closed doors by officials with no intention of representing community interests but only of providing the political cover needed to obtain zoning and financing approvals in the face of strong neighborhood opposition. This example may represent an extreme case, but groups opposed to redevelopment, or seeking development alternatives they consider less problematic, have challenged the inclusiveness of CBA negotiating coalitions in other situations. In downtown Brooklyn, NY, residents who oppose developer Forest City Ratner Company's plans to construct Atlantic Yards (a commercial and residential complex anchored by a basketball arena) have alleged that the developer forged a CBA with hand-picked, self-interested community supporters and excluded groups interested in modifications to the project itself (Been, in press; Freeman, 2007; Salkin & Lavine, 2008a). Some advocates have suggested that the term *CBA* should be reserved for agreements that result from fully inclusive processes (Gross, 2008). However, as a practical matter, determining inclusiveness is subjective and difficult, and it is further complicated by the variety of arrangements that are called CBAs (as shown in Table 1).

A second type of conflict may arise even when there is little dispute about the public value of a development project. This conflict emanates from questions about whether CBAs primarily serve the particularistic interests of organizations involved in winning them. In Milwaukee, opponents of the PERC claimed that labor unions had represented their own interests in a prevailing wage requirement as coincident with the interests of the community at large when this was not the case, although members of the negotiating coalition fiercely disputed this framing. In other situations, the support of nonprofit organizations or elected leaders for particular CBA benefits has been linked to contracts to administer programs that developers have agreed to fund, raising conflict of interest issues (Been, in press). This was the case with the Yankee Stadium CBA, where the individual hired by the Yankees to coordinate construction hiring and minority contracting was a former employee of the Bronx borough president, who had uncritically promoted subsidy to the development despite opposition from many constituents, and where the trustees of the charity charged with distributing funds to community groups were also well-known allies of the elected officials who had negotiated the agreement.

Finally, a third question is whether a project-based arrangement that ties benefits to a particular neighborhood conflicts with comprehensive citywide approaches to problems like unemployment, poverty, and lack of affordable housing.

Local Government Is a Key Partner

As noted above, in an ideal public-private redevelopment scenario, the willingness of officials to invest taxpayer funds in a project reflects an informed determination that important public benefits are likely to result. However, groups who disagree with existing redevelopment norms have come forward in recent years to demand supplementary benefits for low income constituencies. Local government's response varies from place to place, but is important even if advocates initially seek to negotiate only with the developer. As shown in Table 1, about one third of the CBAs existing in June, 2009 involved only negotiating coalition members and developers. Eleven of the 27 CBAs were negotiated directly with developers, but were later inscribed in official development agreements, making them clearly part of the public sector development disposition process. In seven other cases, there were no co-signed agreements between advocates and private developers: in two cases, public or quasi-public entities were themselves acting as developers; in two instances, community benefits advocates influenced the process by which public agencies negotiated with developers; and in two other cases, the arrangement resulted from local legislation binding future developers to follow mandated guidelines.

As previously discussed, there are doubtless additional cases in which government administrators have effectively blocked CBAs by declining to lend institutional support. This illustrates that public sector actors may also act as gatekeepers, opposing community benefits claims that they believe do not reflect the aspirations of the community at large.

The cases I analyze here exhibit a range of local government stances at the negotiation stage. The Los Angeles CRA, a public agency with a board of seven commissioners appointed by the mayor, tacitly supported the campaign that led to the signing of the L.A. Live agreement, recognizing the coalition's influence with the city council and its base of support among labor, tenants, and neighborhood groups.¹³ In Denver, the DURA, while initially reluctant to support the activists, acknowledged the political influence of the coalition and its wide base of support, ultimately negotiating with the developer to satisfy many of the Campaign for Responsible Development's demands. In Milwaukee, city and county governments were divided, with city officials, who took a skeptical view of unions' involvement, claiming that the Park East development would serve community interests without the additional terms mandated by the PERC. County supervisors, responding to the political power and moral arguments of labor and faith-based community development constituencies, concurred with activists that additional prevailing

wage, affordable housing and minority contracting measures were justified, although Milwaukee's situation was further complicated by the county executive's opposition to the PERC, which passed over his veto.

Once the political process of creating a CBA has concluded, attention shifts to implementation, and here municipal agencies also participate actively (see Table 4). For example, in the L.A. Live case, while the FCCEJ and other coalition partners remained active, the City of Los Angeles and the Los Angeles CRA spearheaded the special parking district, recreation improvements, and affordable housing negotiated by the coalition and funded through AEG's contributions. A public community college, Los Angeles Trade Technical College, and the city's Department of Community Development supported employment programs. The L.A. Live agreement acted as a template for other CBAs in Los Angeles, which were negotiated by advocacy groups, but then inscribed into development agreements with the CRA. The CRA has provided an enduring institutional infrastructure within municipal government for this sort of implementation. In Denver, if Cherokee identifies a building developer and the TIF district authorized by the council in 2006 comes into being, Denver's housing agency will oversee implementation of the affordable housing plan for the site, the Denver Department of Environmental Health will work with the citizens advisory board monitoring the cleanup, and the city's workforce agency will support and fund local hiring efforts. In Milwaukee County, if development does eventually occur under the jurisdiction of the PERC, county agencies responsible for supporting minority- and women-owned businesses, job training and placement, and affordable housing will have key roles. PERC supporters acknowledge, in fact, that the effectiveness of county agencies will determine whether the CBA has a meaningful impact on employment and poverty rates in Milwaukee.

The Bronx case is an outlier with respect to both negotiation and implementation. In the Bronx, four elected officials negotiated and signed on to a community benefits program for Yankee Stadium without involving neighborhood activists at all. Without organized labor in their power bloc, community-based advocates (primarily advocates for parks and neighborhood quality of life in this case) could not change the direction of the community benefits program or the project itself. The New York city council acceded to the will of its Bronx members and to the priorities of city officials eager to see the Yankees' plans expedited. City officials, while they relied on a highly visible CBA to help stadium plans clear political hurdles, did not then direct public agencies to help implement or monitor its provisions. The people I interviewed emphasized

that the absence of government involvement or oversight contributed to perceptions of bad faith and cronyism during the agreement's implementation. The absence of an institutional mechanism within the public sector for monitoring the Yankees' commitments reinforces the view among community opinion leaders that the stadium redevelopment was a raw deal for most residents of the South Bronx.

The evidence available from these four cases suggests a framework that can be used to analyze the politics of CBA negotiation and implementation from a public sector point of view. Officials in redeveloping central cities with strong real estate markets appear responsive to the claims of broad-based coalitions that include organized labor, and whose members argue that the benefits of publicly subsidized redevelopment should be shared by low income residents. This case is persuasive where a coalition represents a broad spectrum of voters, where neighborhood- and issue-based groups' demands are accorded equal weight with those of organized labor, and where advocate organizations are not themselves seeking contracts and other material benefit. In this situation, the public sector can implement the resultant CBA together with the coalition and the private developer. Where the real estate climate is not as robust, where the advocacy coalition is not broad-based, where advocate groups stand to gain materially from CBAs, or where labor dominates other constituency groups or sits out the conflict, local government officials have few incentives to heed legitimate community benefits claims. When they work in urban settings dominated by patronage, such officials may actually sanction and help implement CBAs unlikely to deliver benefits to those for whom they were supposedly created (see Weir, 1999). In either case, the public sector has a crucial impact on the outcome.

Conclusion and Directions for Further Research

In city planning and urban studies, most scholarship on CBAs has focused on the politics of building and governing community benefits coalitions and the significance for planning theory and practice of the deliberative process undertaken by community benefits claimants. Researchers have raised few questions about the complex politics of CBAs, and have not explored the dilemmas that public sector actors encounter as they interact with new parties at the negotiating table. This article attempts to fill that gap.

Table 1's typology of the 27 CBAs known to be in effect in the United States in June, 2009 makes clear that most such arrangements involve local government actors fairly directly. Further, as shown by the case studies, local

government agencies often help advocacy groups and developers implement CBAs and support them programmatically. Thus, the parties to a CBA are not simply the groups seeking benefits and the developer from whom the benefits are being sought, but also the public sector. Local elected officials decide whether to make their support for development contingent on CBAs or on legislative provisions pressed by advocacy groups. Development officials decide how to incorporate negotiated benefits into public-private development agreements within the confines of state law. Government planners and administrators decide how much institutional and programmatic energy to devote to implementing commitments that developers make when reaching deals on publicly subsidized projects.

Because local elected officials and government agency staff become implicit parties to CBAs, planners should carefully review and evaluate what community benefits claims mean for developers, residents of neighborhoods surrounding major development projects, and their localities generally. One especially important dimension the cases illustrate is the importance of understanding the balance of power between unions and disfranchised community residents seeking access to unionized jobs. Not surprisingly, the cases also indicate that whether or not a CBA will benefit all concerned parties depends on whether the project can sustain additional costs. This hinges on the local development climate, which local planners should be in a good position to assess. Finally, each case shows the parties to CBAs representing slightly different interests, and raises somewhat different questions. Although determinations of this type are necessarily subjective, it is nevertheless important for planners to consider how broad and representative a particular community benefits coalition is, and who will benefit from a proposed CBA, before deciding on a course of action.

Further research tracking the implementation of CBAs in the Los Angeles sports and entertainment district, redevelopment of the former Gates Rubber factory, Park East corridor, and Yankee Stadium redevelopment cases as well as others in Table 1 should ultimately show whether CBAs are useful tools for expediting development and improving communities, and how to minimize their dangers and disadvantages. Policies designed to link publicly subsidized development to community employment and other outcomes have not yet been rigorously evaluated, whether such policies emanate from standing city programs or from CBAs. Future research should draw on longitudinal data to determine who benefits from specific types of policies under particular conditions, and whether and when the conditions CBAs attach to development yield positive results for historically disadvantaged communities. Such

useful results, however, will require government and independent sector organizations with the capacity and willingness to cooperate in such research and to share it with the public.

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Notes

1. In most states, local governments are prohibited by law from imposing conditions on development as a quid pro quo for permission to rezone, but they can influence private sector behavior through agreements involving the disposition of publicly owned land or the public subsidy of activity on private land.
2. In the *Nollan v. California Coastal Commission* (1987) decision, the U.S. Supreme Court ruled that the state could not condition a permit for a beach house on the creation of an easement by the property owner. Similarly, in the *Dolan v. City of Tigard* (1994) decision, which involved a plumbing and electrical supply store in Tigard, OR, the Supreme Court limited planning agencies' ability to compel property owners to make unrelated public improvements as conditions of permitting or zoning approvals. The cases established first, that an "essential nexus" (connection) must exist between a legitimate state interest and what government exacts in exchange for granting permission, and second, if the required nexus exists, the cases established that the exaction must be "roughly proportional" to the impact of the proposed development. Some scholars contend that these conditions have constrained planners looking for creative solutions to municipal land use conflicts, noting that "scholars of negotiation emphasize the importance of considering unrelated goods in formulating options for value-creating exchanges" (Ryan, 2002, p. 376).
3. Sources consulted for this case description include personal interviews, Meyerson (2006), Gross et al. (2005), LeRoy and Purinton (2005), Leavitt (2006), and Fleischer (2007), as well as contemporaneous coverage in the *Los Angeles Times*, *The Daily News of Los Angeles*, and by the City News Service and the Associated Press.
4. Sources consulted for this case description include personal interviews, LeRoy and Purinton (2005), Cherokee Investment Partners LLC (2007), Center for Community Builders (2007), Front Range Economic Strategy Center (2008a, 2008b), and contemporaneous coverage in the *Denver Post*, *Rocky Mountain News*, *The Denver Business Journal*, *Colorado Construction*, and *Westword*.
5. Cherokee Investment Partners took the initial steps to implement the CBA in early 2006 when it hired a union contractor to manage the building of underground utilities, sidewalks, and transit infrastructure (Merritt, 2006).
6. Sources consulted for this case description include personal interviews, LeRoy and Purinton (2005), and contemporaneous coverage in the *Milwaukee Journal-Sentinel*, *The Business Journal of Milwaukee*, *The Daily Reporter*, *Small Business Times of Milwaukee* and *Southeastern Wisconsin*, and *UrbanMilwaukee.com*.
7. These were a \$150 million plan for a residential hotel proposed by Gatehouse Capital dropped in January 2009, and a housing and office

development pursued for a different parcel by RSC & Associates until being abandoned in July 2008.

8. Sources consulted for this case description include personal interviews, New York City Independent Budget Office (2007), Damiani, Markey, and Steinberg (2006, 2007), Hogi (2007) and contemporaneous coverage in *City Limits Magazine*, *Crain's New York Business*, *Gothamist*, *Gotham Gazette*, *New York Daily News*, *NY Metro*, *New York Observer*, *New York Post*, *New York Sun*, *New York Times*, and *Streetsblog*.

9. The plan, championed by Bronx borough president Adolfo Carrion, included a hotel, retail hub, conference center, and high school for sports careers (Office of Bronx Borough President Adolfo Carrion, n.d.).

10. It became clear, for example, that the Yankees would be borrowing in the tax-exempt bond market to build the stadium, then repaying the debt with payments in lieu of taxes, causing the city to forego both property taxes and revenue it would have earned from taxable bonds.

11. The Department of Parks and Recreation is implementing the replacement parks plan, but this is separate from the CBA.

12. In an unpaid consulting role with the Pratt Center for Community Development, I helped advise New York City's Economic Development Corporation and Department of Small Business Services on the structure of this mechanism.

13. In Los Angeles, the CRA administrator and commissioners are known for measures that raise living standards among traditionally marginalized populations even as they promote redevelopment and business growth. The founding executive director of the Los Angeles Alliance for a New Economy, Madeline Janis, was appointed as a volunteer commissioner of the CRA by Mayor James Hahn in 2002.

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