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The Pursuit of Responsible Development: Addressing Anticipated Benefits and Unwanted Burdens through Community Benefit Agreements

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Problem: Community Benefits Agreements (CBAs) are efforts to address unjust development practices. Communities considering accepting a significant development project want mechanisms to ensure that existing residents benefit from the anticipated positive outcomes and are protected from undesirable burdens.

Purpose: Drawing from the environmental justice literature and the emerging literature on CBAs, I used case studies to propose a system of categorization for CBAs that is based upon their intended purpose. Secondly, I investigate the concern that CBAs are effective empowerment tools only for communities in strong real estate markets. The third purpose of this research is to evaluate whether the instigation of CBA negotiations is the result of bottom-up community-based mobilization efforts. The final purpose is to address the short-term and long-term implications for planning practice.

Methods: This research is based upon three case studies from Denver, Milwaukee, and Los Angeles. The case studies were purposely selected to represent a range of CBA applications and market conditions.

Results and Conclusions: The case studies reveal that CBAs are being used in two different ways. CBAs were used to ensure that affected communities were 1) connected to the anticipated benefits of development, or 2) compensated for an anticipated burden from a locally-unwanted land use (LULU). The array and extent of community benefits was greater in the real estate market that was perceived as stronger compared with the weaker market. I would not categorize these CBAs as examples of bottom-up self-determination, nor were they examples of top-down efforts. This second generation of CBAs represents a new type of mobilization that I call middle-insertion.

Takeaway for Practice: In the short term, planners in the public domain can serve as advocates for an inclusive and fair CBA negotiation process. The most important question, particularly for those using CBAs to compensate communities for accepting a burden, is how we can ensure that CBAs are not used to exploit impoverished communities. In the long term, planners must recognize that the enthusiasm for the CBA is a call for more responsible development.

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Keywords: community benefits agreements; community empowerment; development agreements, environmental justice; resident participation; community development

Introduction

From an environmental justice perspective, community benefits agreements (CBAs) hold great promise as a tool to proactively engage affected communities in proposed land use changes. In their initial form, CBAs were legal contracts negotiated between a private developer and a coalition of community groups. The CBA specified community-appropriate public benefits, permitted residents and stakeholders to transparently negotiate an acceptable agreement, established a method for community oversight, and provided a legal mechanism for enforcement. The community coalition publically supported the developer's proposal in exchange for negotiated benefits and the promise that the coalition would not oppose the project through litigation. Since their introduction ten years ago, CBAs have been applied to a variety of developments throughout the United States and have achieved some encouraging results.

This research is based upon three case studies from Denver, Milwaukee, and Los Angeles. The case studies were purposely selected to represent a range of CBA applications and market conditions. Drawing from the environmental justice literature and the emerging literature on CBAs, I use these case studies to propose a system of categorization for CBAs that is based upon their intended purpose. Secondly, I investigate the concern that CBAs are effective empowerment tools only for communities in strong real estate markets. The third purpose of this research is to evaluate whether the instigation of CBA negotiations is the result of bottom-up community-based mobilization efforts. The final purpose is to address the short-term and long-term implications for planning practice. CBAs are a mechanism to improve the accountability of development, but if misused they could exploit vulnerable communities.

The Emergence of Community Benefits Agreements

CBAs were created to address several injustices of common development practices. LeRoy & Purinton (2005) state that despite significant public subsidies, development projects frequently fail to produce tangible public benefits. Public subsidies for development projects come in a multitude of forms. Direct subsidies include cash contributions, property tax reductions or abatements, tax increment financing, industrial revenue bonds or loans, brownfield cleanup funds, new infrastructure, and land transfers to the developer at subsidized prices (McFarlane, 2007). Indirect subsidies are not always included in the tally of the public's contribution to the project; these indirect subsidies may surpass the value of the direct subsidies. Examples of indirect subsidies include invoking eminent domain to complete land assembly, decisions to waive or reduce regulatory compliance (McFarlane, 2007), and zoning variances that increase density, remove height restrictions, or expand use permits (Janis in Annie E. Casey Foundation, 2007).

Beyond uncertain returns for public subsidies, another problem with common development practice is its potential displacement of the existing residents. Janis notes that the "back to the city" movement has favored developments for the affluent and often displaced low- and moderate-income residents permits (Janis in Annie E. Casey Foundation, 2007). Large development projects frequently displace residents; either immediately through construction or shortly thereafter once the pressures of gentrification begin. Optimistically, existing residents may hope that proposed projects will translate into new jobs and improved neighborhood conditions. However, the economic returns for the existing residents are often disappointing. Many of the new jobs pay minimum wages without benefits. Frequently, national chain stores replace small, independent businesses and thus less money remains within the local area. Therefore, in many cases, current residents do not remain in their neighborhood to enjoy the new jobs or improved amenities.

In the past, several zoning techniques have tried to link the provision of public benefits to the approval of private development projects. These techniques are linkage zoning, inclusionary zoning, and development agreements (Keating, 1986; Hayden, 2007; Weber, 2002; Callies, Curtin & Tappendorf, 2003; Schwartz, 2008). Linkage programs require developers of large office projects to contribute two to three percent of the total construction costs to the creation of affordable housing. However, the implementation of linkage programs has generally been confined to a few large cities in highly desirable locations experiencing 'hot' real estate markets. Inclusionary zoning has been more widely used to incorporate public benefits into large development projects. Generally, inclusionary zoning also concentrates on affordable housing but can include other public amenities, such as open space or public plazas. Sometimes inclusionary zoning programs are required components based upon a project threshold size; sometimes they are voluntary incentives for permitting bulk and/or height increases. Affordable housing components of incentive zoning programs also vary by whether developers must provide the specified percentage of affordable housing within their development or can opt to contribute to a city-controlled affordable housing fund. The success of these techniques has been limited. As Kayden (2004, p.9) noted, "...the bloom is off the incentive zoning rose," because the required benefits are often insignificant relative to the development's impact, or the quality of the public amenities is unsatisfactory either at the time of construction or shortly thereafter.

The established planning tool with the greatest resemblance to the CBA is the development agreement. Development agreements are contracts between the developer and the municipality (Callies, Curtin & Tappendorf, 2003; Schwartz, 2008). The contract states that in exchange for zoning flexibility and project permission, the developer agrees to provide specified public benefits. The content of the development agreement is negotiated between the developer and the municipality. For the developer, the development agreement is a desirable option because it permits flexibility in compliance with the existing zoning ordinance and, once it is finalized, the developer gains a degree of certainty that the project may be built as planned and will not be subject to future regulation changes. For the municipality, the development agreement is intended to increase the quality of the development and address the equity issue by acquiring public benefits from the developer. However, one of the problems with the development agreement is that in some communities it has become a tactic to avoid the zoning requirements and the agreement may contain few, if any, "true" public benefits (Elliott, 2008). A second challenge of the development agreement has been enforcement. Once the municipality has granted the necessary approvals, its leverage for continued negotiations with the developer generally ends. Therefore, actual results may not meet expectations, and the municipality has little ability to ensure compliance. The third challenge to the development agreement as a tool for equity involves the negotiating parties. Local municipalities negotiate this agreement with developers. Although the local representatives of the municipality should act in the best interests of residents, they often face an underlying pressure to accommodate this development due to the competitive nature of land-use planning between highly autonomous units of local government or the pervasive notion that all growth is good. Eager to secure development, local representatives may not voice the community's concerns with the same level of conviction. Therefore, the CBA seems to be a promising innovation because it overcomes the legal challenge of 'related' public benefits, addresses the problem of enforceability by creating a legal contract between the community and developer, and empowers residents and other stakeholders to directly express their concerns and negotiate an acceptable agreement.

The first instance of a CBA-like agreement occurred in 1998 and involved the construction of a large retail/entertainment project at the intersection of Hollywood Boulevard and Highland Avenue in Los Angeles, California. At an estimated cost of \$388 million, the project included the Kodak Theatre (a

4,000-seat theatre that is home of the annual Academy Awards ceremony), a six-screen movie theatre, hotels, parking lots, and 1.2 million square feet of retail (Salkin and Lavine, 2008). The project incorporated \$90 million of public subsidies. Residents in the surrounding neighborhoods worried that this development would increase traffic and congestion, exacerbate crime problems, and diminish the area's attractive character. Encouraged by City Council member Jackie Goldberg and by the non-profit group Los Angeles Alliance for a New Economy (LAANE), the developer agreed to address some of the community's concerns by financing traffic improvements, implementing local (first source) hiring practices, paying employees a living wage, and enacting a policy of union neutrality (Leavitt, 2006). Salkin and Lavine (2008) describe this project as successful because 70% of the initial employees were from the surrounding area and approximately one-half of the permanent employees received a living wage.

This negotiated set of community benefits helped establish the precedent that was then applied to the second expansion of the L.A. Live project (involving the expansion of the Staples Center in downtown Los Angeles). In the first phase of the project, the developer had failed to deliver upon verbally promised community benefits. In the second phase of the expansion, the agreement between the developer and the community was memorialized as a CBA contract (Leavitt, 2006). This case is considered the first 'true' CBA because standards for enforcement and reporting were incorporated into the contract. The array of public benefits included first source hiring practices as well as a commitment to construct affordable housing units, establish a revolving fund for local business loans, and provide neighborhood residents with parking. The legal agreement described a process for community monitoring and required that the developer issue annual reports to explain how the programs were being administered and the benefits disbursed. The community selected representatives to oversee the benefits and stipulated later opportunities for renegotiation for both the community and the developer. One stipulation was that if the developer failed to meet 80% of annual benefit targets in two successive years, then the developer would be required to meet with the community oversight committee to discuss how to correct the deficiencies. The results of this CBA have also been encouraging. The developer has followed through in timely compliance with the agreement. The community has benefited from a \$1 million investment in park space and recreation facilities, and this spending was prioritized by community residents in public workshops. Three hundred permanent affordable housing units were also created as a result of this CBA.

Since these first examples, over 50 CBAs have been implemented in response to proposed large development projects in the United States (Salkin and Lavine, 2008). Most subsequent CBA negotiations have sought to provide community residents with living wage provisions, first source hiring programs, low-income housing, and minority hiring assurances (Salkin, 2007). However, one of the most positive aspects of the CBA has been the ability to incorporate community-specific needs in the range of requested benefits. Requested benefits have also included career training and apprenticeship programs; environmental clean up and ongoing monitoring; emission reduction programs; green building practices and 'smart growth', mixed-use, transit-oriented development patterns; responsible contractor requirements; child care and public health clinics; health benefits trust funds; white roofs to decrease the urban heat island effect; card-check neutrality; retail space provisions for local merchants; community involvement in the tenant selection process; and ongoing community funds tied to a dedicated revenue stream (Salkin 2007; Annie E. Casey Foundation, 2007; Gross, LeRoy, & Janis-Aparicio, 2005; LeRoy and Purinton, 2005; Cummings, 2008).

Emerging literature concerning CBAs identifies direct democracy and flexibility as two essential characteristics. These characteristics can be either positive or negative depending upon their realization within specific projects. With direct democracy, or direct civic participation, residents and stakeholders negotiate with the developer. This direct negotiation increases the transparency of the process and permits an intimacy of exchange that doesn't occur with the planning process when the municipality's process structures the exchange. This direct negotiation is consistent with recent calls from the discipline of political philosophy to strengthen direct citizen engagement in decision making by calling for an increase in deliberative democracy as an alternative to aggregative democracy. Unlike aggregative democracy, which relies on the representation of citizens interests by elected or appointed individuals, deliberative democracy directly engages citizens and offers them opportunities to justify their requests (Macedo, 1999).

However, this process of direct democracy can be a weakness if the community is not fully represented in the discussions. The question always arises of who is in and who is out of the community coalition. The legitimacy of the CBA is contingent upon the community coalition's degree of representation. Generally, successful CBA negotiations result when sincere efforts are made to build a coalition representing the diverse interests of neighborhood organizations, labor councils, environmental groups, religious organizations, and non-profit social service organizations. Descriptions of past CBA efforts note that building a diverse and representative community coalition is time consuming and can require bridging diverse ideological positions and overcoming historical hard feelings (Annie E. Casey Foundation, 2007). Certainly, the difference in power between the developer and the community coalition is an additional concern in the direct negotiations procedure. The power differential may be expressed in the developer's extensive resources. Beyond the significant investment in time in coalition building and CBA negotiations, the community coalition may require potentially expensive legal expertise.

Another important characteristic of CBAs is flexibility, which makes it possible to tailor the negotiated benefits to the specific needs of the affected community. One negative dimension of this flexibility is that the project-by-project approach to CBAs may require community groups to undertake multiple, lengthy negotiation processes. Another important result of the CBAs' relative flexibility is its use to negotiate mitigation and compensation agreements for locally unwanted land uses (LULUs) with regional benefits. Examples of LULU CBA projects include the expansion of the Los Angeles International Airport and the ongoing CBA negotiations in Detroit concerning an intermodal freight terminal and possible second international bridge crossing for trucks.

The appeal of the CBA concept as a flexible technique for the direct engagement of residents and stakeholders in land-use planning decisions may explain why Gross (2008) notes that the term has recently been subject to misuse. Gross hopes to reduce the inappropriate application of the term by providing a precise definition: "A CBA is a legally binding contract (or set of related contracts), setting forth a range of community benefits regarding a development project, and resulting from substantial community involvement" (3). According to Gross, CBAs have four criteria: 1) they involve a single development project, 2) they have a legally enforceable contract, 3) they include a range of community interests (not a single issue, such as affordable housing), and 4) they are the product of substantial community involvement. In his review, Gross divides CBAs into two categories. Private CBAs are contracts between community-based organizations and developers that are enforceable by the community-based organizations. Public CBAs embed the community benefits within the development agreement between the municipality and the developer. While Gross's classification system helps us

understand whether a particular CBA is a stand-alone contract or nested within a development agreement, it doesn't differentiate CBAs by their intended purpose.

One of the most important questions surrounding CBAs is whether this technique adequately addresses the injustices that the host communities may experience as a result of accepting the development or LULU. While any effort to evaluate the concept of justice, whether procedural and distributive, is fraught with challenges, it is necessary to start the process of critical evaluation. If CBAs are misused, they could result in the further exploitation of vulnerable communities. As these second-generation CBAs (i.e. post-Staples Center CBA) are in various stages of implementation, it is important to consider the precedents that they are establishing. One of the purposes of this research is to propose a framework to differentiate CBAs based upon their intent, so that we can better assess their relative success or failure from a community perspective.

I propose to draw upon the environmental justice literature to create a framework for categorizing CBAs according to the primary issue each CBA is intended to address. I begin by explaining why environmental justice is an appropriate lens through which to evaluate CBAs. Then I discuss how some of the key concepts from the environmental justice literature can form evaluation criteria. Finally, I present the case studies.

Environmental Justice

Unlike the broader notion of social justice, the environmental justice movement recognizes the spatial dimension of injustice. As Taylor (2000) notes, the environmental justice paradigm powerfully connects the ideas of autonomy or self-determination, land rights, and civil or human rights. The environmental justice movement arose out of the experiences of people of color and of the poor who experienced racism and slavery, the exploitation of sharecropping, the vulnerability of physical displacement, and a collective sense that their communities and cultures were vulnerable to the decisions of more powerful "others". Spatial inequity is central to the environmental justice movement (Harvey, 1996) and relevant to the site-specific nature of CBAs.

Several additional reasons make the environmental justice perspective and its 'injustice' frame appropriate for evaluating CBAs. Unlike the environmental movement, the environmental justice movement views human beings as critical participants within their environments, regardless of whether these environments are highly manipulated urban or rural working landscapes, or untouched "wildlands." Environmental justice emphasizes how social and ecological are linked systems that are subject to manipulation by the political economy. Recognizing the linkages between social and ecological systems is important for the evaluation of CBAs that involve accepting LULUs with negative environmental impacts on the local environment. As the environmental justice movement has evolved, advocates have increasingly worked to expand the legitimate claims of all people beyond protection from environmental bads to include the equitable distribution of environmental goods (Agyeman, Bullard, and Evans, 2003). Therefore, using this holistic interpretation of environmental justice helps disentangle the different purposes of CBAs and sharpens the affected community's argument for requesting specific benefits.

Another emerging concern about CBAs is their potential sensitivity to market conditions (Baxamusa, 2008; Annie E. Casey Foundation, 2007). Some believe that CBAs will only be successful in 'hot' real estate markets. When real estate markets are growing or when the site has particular characteristics that are not easily replicated elsewhere, the developer has greater incentive to fairly

negotiate a meaningful CBA. However, in 'weaker' real estate markets or on highly interchangeable sites (sites with few or no significant amenities or contextual features), the developer's bargaining power increases and the probability of negotiating an equitable CBA becomes difficult for the affected community. Therefore, it is important to examine whether the relative economic conditions of the project site appear to influence the strength of the CBA. One purpose of this research is to compare CBAs of similar purpose to assess whether the array and relative value of the CBA benefits appear significantly different in two different real estate environments.

One of the key concepts in the environmental justice movement has always been self-determination (Cole and Foster, 2001). Advocates for environmental justice want local residents to speak for themselves and challenge the legitimacy of the existing decision-making process if they believe their voices are unrepresented. Therefore, if we are interested in understanding CBAs as a community empowerment tool for advancing environmental justice, it is important to assess whether these are bottom-up, grassroots efforts driven by residents and stakeholders. The third purpose of this research is to determine whether CBAs are expressions of community self-determination.

Finally, Salkin (2007) has expressed concern that CBAs may undermine the planning process. The fourth purpose of this research is to suggest, drawing on the literature and the case studies, how planners in the public domain could be involved to ensure that CBAs are not used improperly in the short term and to identify larger issues concerning responsible development practices.

Method

The research on which this study is based was carried out in 2007- 2008. After reviewing the existing literature on CBA agreements, I selected three case studies that represent a range of CBA approaches and applications. The Gates Redevelopment Project in Denver, Colorado, is an example of a CBA directly negotiated between a community coalition and the developer, although in its final form the CBA combines both public and private agreement types. The Park East Redevelopment Project in Milwaukee, Wisconsin is an example of CBA negotiated between the community coalition and the county. In this case, the county then selects potential developers for any project within a defined area based in part on their compliance with required and recommended elements of the CBA. The third case study involves the expansion of the Los Angeles International Airport. The developer in this third case is a public entity, and the proposed project is the expansion of a locally unwanted land use with tremendous regional economic benefits.

For each case study, I assembled a chronological timeline of the project and the CBA negotiations based upon newspaper articles, press releases and other relevant documents. I accessed newspaper articles using the search engine Infoweb Newsbank and iteratively added search words as my knowledge of each project increased. For the Denver Gates Redevelopment Project, I read 209 articles from 2 newspapers that ranged in date from 1991 to 2008 (*The Denver Post* and *The Rocky Mountain News*). For the Milwaukee Park East Redevelopment Project, I read 386 articles from two newspapers (*The Milwaukee Journal Sentinel* and *The Daily Reporter*) that ranged in date from 1990 to 2008. For the LAX Expansion Project, I read 273 articles from 17 newspapers (*Los Angeles Times*, *Daily News of Los Angeles*, *Daily Breeze*, *San Bernardino Sun*, *Inland Valley Daily Bulletin*, *New York Times*, *Ethnic News*, *San Gabriel Valley Tribune*, *Wave West*, *Del Rey News*, *LA Observed*, *Our Weekly*, *LA Watts Times*, *Press-Telegram*, *Orange County Register*, *San Jose Mercury News*, and *The Wall Street Journal*) that ranged in date from 1991 to 2008. This background research was the basis for twenty-one semi-structured interviews with residents, representatives of non-profit organizations, and local government

staff and elected officials. In addition to the background research and interviews, I visited each project site in June 2008 and explored the site and surrounding neighborhoods on foot to 'ground-truth' the census data. The following case study summarizes information on the site characteristics, affected neighborhoods, strength of the local real estate market, proposed development, CBA negotiations, and current status derived from these multiple sources.

Case Studies:

Gates Rubber Redevelopment in Denver Colorado

Site Characteristics: The 50-acre Gates site is bounded by Interstate 25 on the North, Mississippi Avenue on the South, Santa Fe Boulevard on the West, and Broadway Boulevard on the East. At one time, the Gates Rubber Factory was the largest employer in Denver. Consistent with its history as an industrial manufacturing facility, the Gates property had significant contamination issues. Of greatest concern was the presence of a TCE plume that was spreading northeast through the groundwater. Adjacent to the top of the 50-acre Gates site is a newly constructed light-rail stop. The light-rail stop, in combination with the site's close proximity to downtown Denver, makes this an excellent location for a transit-oriented, mixed-use redevelopment.

Affected Neighborhoods: Although the site is in a census tract that extends to the north of the site, the neighborhoods most affected by the proposed development are Athmar Park on the west and the Baker Neighborhood to the east. Athmar Park is composed of modest 1960s housing. Relative to Denver's population, residents of Athmar Park have lower education levels. Fifty-seven percent of Athmar Park's adult residents completed high school, relative to a city-wide figure of 78%. In 2000, the median household income in Athmar Park was \$36,045, less than the city-wide median household income of \$39,500. The neighborhood is 64.4% Hispanic, twice the statistic for the city as a whole. Despite the lower average income, the single family houses and yards are neatly kept, the neighborhood appears stable, and many of the residents appear to work in the building trades (as suggested by the information painted on their pickup trucks).

The Baker neighborhood to the East of the Gates site is composed of pre-war one- and two-story single family homes characterized by streets with mature trees and functioning interior alleys. The median household income was higher (\$45,670) than the city-wide value of \$39,500 in 2000. Ninety-five percent of Baker residents have completed a high school diploma, and only 12.7% of residents categorized themselves as Hispanic in the 2000 Census. Eighty-eight percent of residents were white, and the Baker neighborhood has recently experienced gentrification.

Strength of the local real estate market: In general conversation, Denver is often described as a booming US city. Between 1990 and 2000, Denver's population increased by 15.7% to 554,636. This population growth slowed to 2.2% from 2000 to 2006. In 2000 and 2001, housing sale prices rose by 14% and 10.2% respectively. Since that time, housing sale prices had risen by only 5% in 2002, with a low of 0.2% in 2007. However, despite slower gains in housing prices, the housing stock increased by a significant 7.8% to 271,096 from 2000 to 2006. This may in part explain why the city's overall vacancy rate has increased from 4.9% in 2000 to 9.2% in 2006. Therefore, these indicators suggest the real estate market in Denver was hottest (i.e. strongest) in 2000 and 2001; since this time, it has substantially cooled.

Proposed Development: In December 2001, the site was purchased by Cherokee Denver. This corporation that cleans and readies brownfield sites for redevelopment. After a site has been cleaned, Cherokee Denver sells the property to other development corporations for construction. The 50-acre Gates site is currently divided into four sections and 3 sections have been sold or agreements reached for future ownership. (One piece is promised to the City of Denver as a park, one piece has been sold to Joseph Freed, one piece has been sold to Trammell Crow, and one piece – the northeast section with the historic buildings – still belongs to Cherokee). The proposed redevelopment project is estimated to cost \$1 billion and will contain 1,000 rental units, 1,500 for-sale residential units, and 6 million square feet (the estimated number of square feet of commercial and retail varies between 1.8 million and 6 million square feet). This private developer has received significant public subsidies that total \$126 million. These subsidies include \$85 million in Tax Increment Financing and an additional \$41 million in special tax district designation granted by the Denver City Council.

CBA Negotiations: Initially, several individuals, employed in local labor councils and non-profit organizations, were interested in implementing a 'Staples-style CBA' in Denver because they believed this was a promising technique for ensuring that local development receiving significant public subsidies provided accountable benefits to the community. When the Gates Redevelopment Project was announced, this smaller group of non-profit organization leaders saw Gates Cherokee as an opportunity for negotiating a CBA. This smaller leadership group actively secured the participation of fifty-five groups, including several labor unions, affordable housing advocates, faith-based associations, environmental justice groups, and other community-based social support organizations in their coalition. The leadership group viewed CBAs as a tool to create and develop community-based coalitions that advocate for living wages and affordable housing. They see CBAs as a way to reinvent the labor union movement for the 21st century. Instead of benefits based on the individual, as in the labor movement of the recent past, they see the CBA as a tool for enriching community opportunities for existing poor and middle-income residents.

CBA negotiations lasted from early 2003 to February 2006, and only one of the coalition's negotiated benefits is contained in an independent CBA document. A few months into the negotiations, in June 2003, Cherokee signed an agreement with the coalition stating that no big-box developments would be allowed in this project. This first victory was an important morale boost for the coalition.

A change in staff at Cherokee interrupted the CBA negotiation process, and the additional benefits were not specified in an independent contract but were added to the developer's agreement with the city. These additional benefits included 350 affordable housing units, of which 200 would be rental units appropriately priced for people with very low incomes (30 to 50% of the Area Median Income) and 150 affordable, for-sale units. The agreement also called for approximately 1,000 project-related construction jobs to pay prevailing wages with benefits. A local hiring program would prioritize local residents for approximately 10,000 permanent and temporary jobs over the next decade. The developer would select subcontractors using the practice of best value contracting, in which subcontractors are hired with the same rigor as the general contractor and must have a good record of treating their employees well by providing good wages, health care, day care, etc. Finally, the Voluntary Cleanup Advisory Board, composed of neighborhood and coalition representatives, would monitor the progress on the site cleanup.

As previously mentioned, this CBA negotiation and the formation of a community coalition did not result from a grassroots organizing effort. Engaged individuals from labor and non-profit organizations, familiar with the CBA concept, initiated its application to this redevelopment project. I

propose the term middle insertion to describe how this local effort received significant assistance from outside entities and it was neither a bottom-up nor a top-down initiative. Coalition leaders worked diligently to build a large, inclusive coalition network. The size and diversity of this coalition brought strength to the negotiations. However, as Tory Read (2008) noted in a summary of lessons learned from this Denver CBA experience, grassroots support is an important piece of the process. While organization leaders may have been familiar with the concept of a CBA and understood the significant role that public subsidies play in financing private developments, local residents were less aware. Therefore, coalition leaders needed to communicate how a CBA could create local jobs and fund neighborhood improvements if they were to mobilize the residents' political influence. One coalition leader noted that public support for this CBA was less a visceral reaction (as a vacated industrial facility, this redevelopment project did not threaten to displace any residents) and more an intellectual response to what constitutes equitable or just development.

When asked to explain their leverage strategy when negotiating with the developer, several coalition leaders emphasized that they cast these negotiations as a process needed to move the development toward "yes". They assured the developer that their efforts were not intended to stop the development. Rather, they saw the CBA as a means of ensuring that the public monies invested in this project returned a profit to the citizens who invested in the project. Their expected profits consisted of local jobs with acceptable pay, increased housing options, and ongoing environmental monitoring.

Current Status: Currently, Trammell Crow Company has broken ground on the Alexan Broadway Station, a 419-unit apartment project located on 5 acres on the southeast corner of the Gates site. As of March 2008, the developer of the western portion of the site, Joseph Freed Associates LLC, was reevaluating the mix of rental to for-sale units due to the recent downturn in the housing market. The cleanup of the eastern portion of the Gates site continues, as Cherokee attempts to reuse and decontaminate the remaining historic buildings.

Park East Redevelopment Project in Milwaukee, Wisconsin

Site Characteristics: The area, known as the Park East Redevelopment project, is located adjacent to downtown Milwaukee. Redevelopment of this 64-acre area was prompted by the 2003 removal of a highway spur that occupied 26 acres. The Park East Freeway, when constructed in the early 1970s, was intended to extend to the lakefront past Juneau Park and connect to I-794 at Hoan Bridge. A western segment would have connected the freeway to Highway 41, but construction was never completed. *The Milwaukee Sentinel* first mentioned removing the Park East freeway in 1990. While city politicians were generally in favor of removing the freeway stub, discussions were lengthy, involving local residents, the City of Milwaukee, Milwaukee County, the State of Wisconsin, and federal transportation authorities. In 2001, appropriate federal, state, county, and city authorities approved demolition of the spur. Within the 64-acre site, property ownership is divided among private property (37.3 acres), county land (16 acres), and land belonging to the City of Milwaukee/ Redevelopment Authority (3.7 acres), with the remaining 6 acres divided among roads and infrastructure.

Affected Communities: In 2000, just over 2,000 residents lived in the two census tracts closest to the site. In the census tract containing the site, 85.8% of the 1,500 residents were white, according to the 2000 census. The median household income of \$37,821 in this tract was higher than Milwaukee Metropolitan Statistical Area's median household income of \$32,216. Few if any permanent residents lived within the Park East Redevelopment footprint, because the area was occupied by freeway and industrial buildings.

Strength of the local real estate market: Milwaukee, like many Midwestern rustbelt cities, was once defined by its manufacturing strength and is seeking renewal in this post-industrial age. The population statistics indicate that Milwaukee is a shrinking city. From 2000 to 2006, the city's population declined by 5.7% to 563,079. However, the local real estate market for housing had consistent gains during this decade. In the 2000 census, the self-reported median house value was \$80,400, and this increased by 70% to \$136,700 in 2006. Unlike in Denver, housing sale values in Milwaukee increased relatively constantly until 2007, peaking at rates just below 10% in 2004 and 2005. Therefore, while Milwaukee is generally perceived to have a weak or cool real estate market, these statistics indicate relative stability compared to Denver's.

Proposed Project: When the president of the local union council saw an evening news report that the city council (referred to as the Common Council in the City of Milwaukee) was expected to approve a redevelopment plan for a 64-acre area adjacent to downtown in December 2002, he questioned why a project of this size and importance had not involved greater public participation in planning the redevelopment. Alarmed that this project might pass without mechanisms in place to ensure local benefits for the surrounding neighborhoods and local workforce, this local union council president contacted other local individuals within non-profit organizations that promoted responsible economic development, local employment, and affordable housing. The efforts of this small group managed to have the council decision delayed.

CBA Negotiations: In January 2003, a smaller leadership group initiated by the local union president held a meeting with 35 to 40 community organization representatives to discuss the possibility of attaching a CBA-type agreement to this redevelopment project. The meeting included multiple presentations, one of which was by a representative of a public policy research organization that tracks the effectiveness of government employment subsidies. As a result of this January meeting, a coalition formed to pursue a community benefits agreement tied to this redevelopment project. The coalition framed the issue as one of fair returns on public investment. Since the redevelopment project received direct public subsidies (including the \$40 million demolition of the highway spur, the reconstruction of a four-lane surface road with boulevard, and a new bridge over the Milwaukee River) and indirect public subsidies (through increased height limits and zoning variances), the larger community should receive tangible returns on their investment. The coalition wrote a list of community benefits that is largely drawn from the Los Angeles Staples Center Community Benefits Agreement. This list included benefits divided into the categories of 'good' jobs, affordable housing, local hiring and training, environmental issues, community involvement and accountability, and community services. The community coalition presented its two-page list to members of the Common Council and the Mayor.

The debate as to whether to include a CBA agreement for new development was first addressed by the City's Common Council. The CBA agreement would be applied as a part of the redevelopment plan for the whole 64-acre site and included in the development agreements. Initial arguments offered by Common Council members against the CBA focused on how additional expense and regulation would discourage interested developers. In January of 2004, the Common Council's Steering and Rules Committee approved by a 5-3 vote a requirement that developers who receive public funds adhere to the CBA requirements.

In April 2003, the community coalition hosted a large public meeting including residents and members of community groups in a local black Baptist church. Local politicians were invited to the meeting. Prior to the public meeting, organizing members of the coalition met with all of the local

politicians to discuss their CBA requests. Many of these elected officials voiced initial support for the CBA proposal. However, the meeting was extremely emotional, and local politicians left feeling uneasy.

When the CBA proposal returned to the Common Council's agenda for a decision, many of the aldermen who had proclaimed support prior to their re-election now voted against the CBA. The final vote was 9 to 6 against the CBA. One insider speculated that this change may have been a result of timing. Before the election, aldermen wished to appear positive to their constituents. However, when the vote took place after the election, those recently elected were assured of four years ahead and may have been less concerned with courting public favor. Other possible explanations of why the Common Council rejected the CBA proposal include the strong pro-development stance of many aldermen and city administrators, the lack of initial support from the city planning department, the coalition's learning curve, and the issue's lack of an internal political champion. One coalition leader, reflecting on the loss of the City's support, noted that rapid mobilization of a group to advance the CBA had focused on building a network of support among community organizations and non-profits. This effort had not built a strong grassroots foundation. As a result, while some community residents supported the CBA initiative, many residents were unsure of how this effort could enhance their own neighborhood and how it could strengthen local employment opportunities. Therefore, few residents directly pressured their alderman to support the agreement.

Unsuccessful at the city level, the coalition approached the County of Milwaukee Supervisors to include the CBA in their requests for proposals for development on their 16 (of the 64) acres. Several sympathetic County Supervisors and a staff member were key proponents of the effort. The initial CBA was modified and recast as the Park East Redevelopment Compact (PERC). In this modification, the PERC contained only a few mandatory elements and many recommended elements. The PERC was intended to provide developers with flexibility and the recommended elements of the PERC were envisioned as selection criteria for competitive development proposals. The County Executive vocally denounced the PERC proposal and vetoed the County Supervisors' approval. The County Board made a second vote (13 to 4) in favor of the modified CBA to overturn the County Executive's veto. In the end, a modified CBA was accepted by the County of Milwaukee Supervisors.

One required element of the PERC concerned prevailing wages. Development proposals, received through a competitive process, must ensure that all construction jobs will be paid the prevailing wage. Developers, tenants, and owners must also agree to pay prevailing wages to their employees for a period of 27 years after the initiation of the project.

Recommended elements of the PERC included incorporating green features and open space, encouraging workforce hiring (for both construction and permanent positions) that reflects the racial diversity of Milwaukee County, and providing affordable housing. Apprenticeship training opportunities for local residents were also recommended. The developer could contribute to a county account for affordable housing equivalent to twenty percent of the units constructed in the Park East Redevelopment area. This money would be used to provide affordable housing in nearby structures, but not necessarily in the new developments themselves. The PERC recommended that money received from the sale of the land be spent on minority business working capital, small and minority business contract financing, housing development, neighborhood business development, economic development, environmental mediation and brownfield cleanup, and workforce training. The County can compare private development proposals according to these recommended criteria and select the proposal that best addresses these recommendations.

As required by the PERC, the County also created a body called the Community Advisory Board. The 10-member board reviews proposed development projects for PERC compliance. Since initiating the Request for Proposal and the PERC review, the process has positively evolved. Following the removal of the highway and the acceptance of the PERC, four projects on County land have been approved. The Park East Square is a two-part development project that includes a 122-room Hyatt Place hotel, a 102-room extended stay Hyatt Summerfield Suites, 105 apartments, and 6,500 square footage of retail. The estimated cost of the project is \$65 million. Another accepted proposal is for the Palomar Hotel and Residences. This \$145 million development would include a 184-room hotel, 63 condominiums, and retail space. Finally, the proposed Marcus Theatres Project includes a large movie theatre, a 14-story office tower, two additional 6-story office buildings with 8,000 square feet of retail, and a six-level parking garage that can accommodate 932 cars. This site is assembled from one County-owned parcel, one city-owned parcel, and one privately owned parcel.

As a result of the coalition efforts to pass the CBA, the loose organization of community organizations organized into a non-profit. This group is working to engage residents proactively in recognizing how the direct and indirect actions of local decision making surrounding the development process can be tailored to provide community benefits. This new group, in collaboration with other local groups and national non-profit organizations, is working to apply a dimension of a CBA to the city's ordinance.

Current Status: The economy's recent downturn is an undeniable reason for the delayed realization of the Park East Redevelopment Project. None of the redevelopment projects on County land have yet to break ground. On private land, the Manpower Headquarters building is completed (with a publicly financed parking deck), the Mandel North End project has broken ground on phase one and the Flatiron building is completed. Also completed is the Kern building, built on a city-owned lot by the Milwaukee School of Engineering. *The Milwaukee Sentinel* states that the slower pace of redevelopment on the county sites is evidence of the 'cumbersome' addition of the PERC. This may not be an accurate assessment. One observer noted that proposed development projects on the County's land are less rapidly reviewed by the City and are subject to more scrutiny in their application for Tax Increment Financing and public subsidies (granted by the City) than are development projects on city or private land.

Los Angeles Airport Master Plan CBA

Site Characteristics: The Los Angeles International Airport (LAX) is one of four airports that together constitute the Los Angeles World Airports (LAWA). LAWA is a self-supporting branch of the City of Los Angeles, governed by a seven-member Board of Airport Commissioners. LAX is the world's busiest origin and destination airport, the fifth busiest airport in the world for passengers, and 11th in the world in air cargo tonnage handled. In 2007, the airlines of LAX served 61.9 million passengers and handled 2 million tons of freight and mail. In the five-county Southern California region, LAX handled 70 percent of the passengers, 75 percent of the air cargo, and 95 percent of the international passengers and cargo traffic (<http://www.lawa.org/lax/generalDescription.cfm>).

The local economic impact of this busy airport is significant. Within the City of Los Angeles, the airport and related off-airport expenditures contribute an estimated \$21 billion to the local economy and directly provide 59,000 jobs at the airport or the surrounding services. From a regional perspective, LAX's economic importance increases to \$60 billion. Every one in twenty jobs in Southern California (approximately 408,000) is attributed to LAX operations.

In operation as an aviation field since 1928, the present terminal complex was constructed in 1961. The most recent significant changes to the airport involved the addition of a second-level roadway and additional terminals in preparation for the 1984 Summer Olympics. In the 1980s and early 1990s, one accident killing twelve people and several incursions raised safety concerns. LAWA spent more than 10 years in a planning process examining more than 30 alternatives with considerable public input. The LAX Master Plan was designed as an effort to balance the neighborhood residents' resistance to expansion with the airport's need to modernize and focus more intently on ground access, safety and security. Completion of the proposed improvements would allow LAX to accommodate an additional 17 million annual passengers and increase their annual tons of cargo handling by one third by 2015. Los Angeles City Council approved the LAX Master Plan Program in December 2004 and this was followed by the Federal Aviation Administration's Record of Decision and approval in May 2005. (<http://www.laxmasterplan.org/>).

Proposed Development: Planning for the expansion of the Los Angeles International Airport (LAX) has been a long and arduous process. The Master Plan divides the construction into three phases. Phases 1 and 3 contain the most controversial elements of the expansion plan: shifting the southernmost runway 55 feet south and shifting the northernmost runway 300 feet to the north, respectively. This will increase the footprint of the airport by 78 acres (a 2% increase in land area). The repositioning of the runways will not involve displacing any homeowners, but it will require the acquisition of 34 commercial businesses. According to the Master Plan, much of the necessary additional land has been acquired.

Affected Communities: LAX is bounded by the Los Angeles neighborhoods of Playa Del Rey and Westchester on the North, the Pacific Ocean on the West, the community of Lennox (a Census Designated Place in Los Angeles County), the City of Inglewood on the East, and the City of El Segundo on the South. The runways are oriented east-west and the majority of the noise impact of the airport on surrounding neighborhoods is experienced by the eastern communities of Lennox and Inglewood. In 1991, 26,000 homes around LAX were impacted by noise levels that exceeded state law.

The communities most impacted by the airport noise levels are Inglewood and Lennox. The City of Inglewood is southwest of downtown Los Angeles. In 2000, Inglewood had a population of 112,482. Sixty-four percent of the housing units were renter occupied and in 2000, the median household income was \$34,269 (approximately \$2,000 less than that of the City of Los Angeles). Only 17.4% of adult residents had completed high school. Forty-seven percent of residents were African-American, and 46% categorized themselves as Hispanic.

Lennox had a population of 22,950 residents in 2000. Ninety percent of Lennox residents self-identified as Hispanic. Only 17% of adult residents have completed high school. Seventy-one percent of the housing units are renter occupied. This is a poorer community than Inglewood, with a median household income of \$28,273 in 2000.

Strength of the local real estate market: Housing costs in Los Angeles are significant and the median house cost increased dramatically by 177% between 2000 and 2006. In 2004 and 2005, housing prices rose 25.5% and 24.1% respectively. Therefore, compared to Denver and Milwaukee, this is a strong real estate market with expensive housing costs.

CBA Negotiations: One community organization that played a leading role in negotiating the CBA agreement had worked with airport employees impacted by lay-offs after September 11, 2001 in a campaign called Respect LAX. Aware of the plans to modernize the airport, this organization, as well as

members of several other local non-profit organizations, realized that airport expansion might bring with it the opportunity to negotiate direct benefits for the community. A coalition of groups formed to challenge the airport authorities to address the environmental issues and nuisances associated with the airport and identify how local residents could benefit from employment opportunities. This coalition included representatives from eight community organizations representing interests in labor, neighborhood empowerment, and environmental justice. Prior to the formation of this coalition, individual neighborhoods had unsuccessfully approached LAWA. This coalition also involved environmental groups who were often initially uncertain how a CBA could address their concerns.

One of the first important acts of the coalition was submitting an eleven-page response to the Environmental Impact Report (EIR). This helped legitimize the presence of the coalition in the eyes of LAWA. At the beginning of the negotiation process, the coalition inclusively brainstormed 70 to 100 issues that it brought to the table. Over an eight-month period, the coalition negotiated with LAWA representatives, with the understanding that no community organization would leave the table until the negotiations were finalized.

A total of three Community Benefits Agreements were signed in December 2004. These agreements were between LAWA and 1) the LAX Coalition for Economic, Environmental, and Education Justice, 2) the Inglewood Unified School District, and 3) the Lennox School District. By negotiating the CBA in conjunction with the LAX Coalition, agreements with the school districts from the 1980s were updated and strengthened. The three agreements total approximately \$500 million, approximately 4.5% of the anticipated expansion project's budget. The majority of the LAX Coalition's agreement concerned elements intended to lessen the airport's burden on the surrounding neighborhoods. These elements include 1) mitigation techniques to reduce the airport's noise impacts, 2) community environmental/health studies, 3) air quality/emission reductions and control, and 4) environmental mitigations and commitments for construction. More specifically, LAWA agreed to sponsor programs to measure air quality and source apportionment, study residents' upper respiratory functioning and hearing loss, as well as environmental justice community-based research studies. These ongoing monitoring efforts will determine whether the neighborhoods' general environmental quality is declining over time and evaluate whether/how the presence of the airport is diminishing residents' health and well-being. The fifth category of CBA elements is an effort to channel the potential economic benefits generated by the LAX into economic development benefits targeted to serve local workers. Programs initiated under the economic development category include job training programs, work experience programs, first source hiring programs, small business attraction and retention programs, and application of city living wage and worker retention ordinances.

The CBA agreements signed with the Inglewood Unified School District and the Lennox School District require LAWA to contribute \$118,500,000 and \$111,000,000 for noise mitigation and air pollution abatement, respectively, in school facilities. LAWA will also fund emergency preparedness programs for the school districts to help them respond to an airport-related emergency should it occur. Finally, LAWA has committed to work with each school district to provide job training and academic programs to assist community residents.

One of the challenges of this CBA has been the involvement of the Federal Aviation Authority (FAA). The CBA agreement surrounding the LAX Master Plan had to be ratified by the FAA, and ratification did not come until February 16, 2005. Some elements of the CBA challenged FAA policies. The FAA had given money for soundproofing residential structures surrounding LAX in 1979. The FAA believed that soundproofing had already been addressed and therefore initially dismissed the idea of

paying new money for additional soundproofing. Additionally, the FAA would not contribute federal dollars toward job training programs. Other dimensions of complexity were added by the public contracting process. The CBA called for oversight of the retrofitting of all airport vehicles to address air quality concerns. After the CBA was signed, LAWA proposed using a trusted contractor to perform this duty. The CBA oversight committee found this contractor unacceptable and had to actively engage in the interviewing process. Finding an appropriate contractor required direct engagement in the interviewing process by the CBA oversight committee. During this search, the coalition committee discovered the challenges of working within the Federal bid process. Only by implementing multiple short contracts of \$100,000 or less could the final acceptable independent consultant, Clean Fuel Connections, avoid the airport's harrowing contracting process. In this case study, a high level of engagement was required after the CBA had been signed.

Two supportive Los Angeles mayors, Hahn and Villaraigosa (currently in office), proved important advocates for the CBA process. Mayor Hahn facilitated the initiation of the CBA discussions between the LAX coalition and LAWA representatives. More recently, Mayor Villaraigosa has ensured that new staff members in LAWA continue to meet with coalition members on a bi-monthly basis.

Current Status: LAWA has traditionally been an isolated organization with little community outreach. Since the negotiation of the CBA agreements, LAWA has used the CBA oversight committee as an initial community sounding board to test reaction to proposed airport changes that have community implications.

In early 2006, lawsuits filed against the LAX Master Plan were settled with several groups that opted not to join the LAX Coalition. The settlement was approved by the city councils of Culver City, El Segundo and Inglewood; the Los Angeles County Board of Supervisors; the board of the Alliance for a Regional Solution to Airport Congestion (ARSAC); and the Los Angeles Board of Airport Commissioners. The settlement removed potential litigation obstacles and allows LAWA to complete the LAX South Airfield Improvement Project in 2008. Interestingly, these settlement agreements closely reflected the conditions of the CBA agreement.

Conclusions:

The case studies reveal that CBAs are being used in two different ways. CBAs were used to ensure that affected communities were 1) connected to the anticipated benefits of development, or 2) compensated for an anticipated burden from a LULU. In the Denver and Milwaukee case studies, the majority of benefits concerned the distribution of environmental goods (such as job opportunities, apprenticeship opportunities, and community improvements), and efforts were made to protect residents from displacement through gentrification by providing affordable housing within the new developments. The difference between the Denver and Milwaukee case studies is the role of the municipality. The Denver Gates case study did not directly use the municipality as a gatekeeper and the negotiations were between the community coalition and the private developer. In the Milwaukee case study, the County of Milwaukee acted as gatekeeper to ensure that all potential private developers complied with the area-wide CBA requirements.

In the LAX case study, the CBA was used to negotiate an acceptable compensation and mitigation package between the residents and the airport authority. Therefore, the majority of the benefits were efforts to lessen or mitigate the anticipated environmental bads. The additional community enrichment benefits (such as affordable housing, job opportunities, etc.) were a smaller part

of the benefits package and could be considered a form of compensation for the anticipated burden. Unlike Gross's categorization of whether the CBA is a private contact or part of a public development agreement, this categorization helps a community understand the intended purpose of a CBA and should assist them in organizing their specific requests into a cohesive argument. Distinguishing whether the community is using the CBA to address an anticipated benefit or burden is important in arguing for the particular set of benefits and the cost of a CBA relative to the project's cost.

Baxamusa (2008) identified the strength of the real estate market as a feature that may limit the effectiveness of CBAs to hot markets. This study compares the real estate markets of only Denver Gates Redevelopment and the Milwaukee Park East Redevelopment because both CBAs were intended to capture anticipated benefits, whereas the LAX Expansion's CBA was intended to compensate for a burden (Table 1 & 2). Although the assessment of the local real estate markets used in this research was not extensive, the difference in market strength between Denver and Milwaukee were not as significant as anecdotal comments had led me to believe. The Denver Gates Project was initiated at the end of a significant period of growth in Denver, and project developers may have anticipated ongoing population growth and rising housing values. Housing in Denver is relatively more expensive than in Milwaukee, but the Milwaukee market has remained more consistent in its rate of price appreciation during this decade. The CBA benefits negotiated by the community coalition surrounding the Denver Gates Redevelopment were greater in range and probable value. The CBA benefits negotiated between the community coalition and Milwaukee County on behalf of future developers were significantly less. Only two benefits (prevailing wages for construction positions and contribution to the county's affordable housing fund) were required; additional benefits were optional. Several reasons may underlie the differences in the range and value of CBA benefits in these two cases despite relatively comparable real estate conditions. The municipality, acting as the gatekeeper, projected its thoughts onto unknown developers. In part, the municipality's hesitation to strengthen the required elements of the CBA may have arisen from the fact that private landowners and the city owned comparable adjacent properties that were free of these requirements. Due to the uncertainties that surround these two cases, further research is needed on the impact of the real estate market on the success of CBAs in providing affected communities with tangible benefits. The strength of the real estate market should not be a factor in CBAs used to compensate affected communities for local burdens that have regional benefits.

INSERT TABLE 1 & TABLE 2

In both the Denver Gates and Milwaukee Park East Redevelopment Projects, the recent economic downturn has affected the proposed mix of uses and project timelines. For example, the number of rental housing units relative to the number of for-sale units has increased. Coalitions may address this possible change by translating their requests for units into percentages. Therefore, if the development is divided into multiple phases, affordable housing units (whether for sale or rent) can be incorporated proportionally for each phase. In Milwaukee, the location of the affordable housing component was an issue of negotiation. In the final agreement, the developer will contribute to an affordable housing fund, and affordable housing will be provided within the area but not necessarily within the new developments. Participants in the case studies recommended that future groups undertaking CBA negotiations pay close attention to definitions of what constitutes affordable housing for low- and medium-income individuals and consider whether housing developed elsewhere by the local housing authority adequately addresses the issue of local displacement.

Environmental justice stresses bottom-up self-determination (Cole & Foster, 2001). I would not categorize these CBAs as examples of bottom-up self-determination, nor were they examples of top-

down efforts. This second generation of CBAs represents a new type of mobilization that I call middle insertion. In these cases, non-profits with national connections to larger networks were able to tap into CBA expertise and understanding. While the local residents may have embraced the notion of responsible development, most lacked direct experience. In part, the Partnership for Working Families arose as a national organization to assist communities in CBA negotiations. While local representation tied to the particulars of place and process were important in each case, the resources of this larger organization were significant in advancing the CBA as a tool for environmental justice.

In the short term, planners in the public domain can serve as advocates for an inclusive and fair CBA negotiation process. Local planners familiar with the context and issues will have a sense of whether the community coalition is inclusive and therefore legitimate in its position as a bargaining agent. While no group or individual can be forced to participate, planners can ensure that everyone is given appropriate opportunities to engage in the negotiations. Local planners can also mediate the developer's rapid timeline with reasonable opportunities for community engagement. One reason developers engage in a CBA is to acquire the public's approval of their process and lessen the number of legal challenges. However, building grassroots engagement is a slower process. The developer often has extensive resources to move the project more rapidly along than the community can engage the public. Planners may have an important role in reconciling the developer's desired speed with procedural fairness that permits meaningful community negotiation.

Another lesson emerging from this research is the challenge of implementing the CBA. Securing a signed CBA was a significant hurdle for all of the groups. However, several groups further along in the process noted that the CBA agreement is just the first step; implementation oversight is a significant second step. Therefore, community groups will be challenged to oversee the implementation and should carefully consider how local planners might provide assistance in ongoing management and oversight. Janis writes that "strong involvement of the public sector improves the chances that agreements will be implemented over the long term," (Janis in Annie E. Casey Foundation, 2007, 17).

In the long term, planners must recognize that the enthusiasm for the CBA is a call for more responsible development. Gross (2008) believes that one way to improve the responsibility of development is by expanding the project submission requirements. Development project submissions should require developers to provide a detailed assessment of the proposed project's impact on the local economy (Gross, 2008). I would add that project submissions should explicitly state how the project will provide tangible benefits for the local community and existing residents.

Another issue is whether a derivation of the CBA process should be institutionalized in some manner. The concern is that institutionalization may dull one of the community's important negotiation levers, their power of protest. If the CBA is a required part of a development agreement, then the power of community opposition will be lessened. Negotiating a middle ground on this issue of institutionalization might be the wisest course. As one participant in the Denver project suggested, the local government may establish topic areas that the CBA negotiation must consider. These may include such things as social services, employment, and housing. However, the particularities of the benefits within the identified categories will remain flexible, allowing the deliberations to address local needs and providing the community with its lever of disagreement.

One labor representative in Denver suggested that a degree of institutionalization could help elevate the CBA starting point. Many municipalities have practices in place to advance notions of fairness and inclusion, such as paying prevailing wages and requiring the inclusion of minority-owned

and women-owned businesses. Extending these baselines for the fair and ethical employment and procurement of services would establish a just starting place for CBA negotiations and could expedite the negotiation process. More generally, we need to think collectively about how we can leverage development so that it is an honest tool for responsible change without overwhelming private developers.

Another broader issue emerged during this research. The CBA is founded on a belief in growth with equity. While in theory the community coalition can reject the project if an acceptable agreement can't be found, the community coalition's willingness to negotiate strongly signals its probable acceptance of the project. CBAs are attractive because they are a proactive response for communities concerned with current land use planning processes and they are vehicles by which local residents can connect the benefits of development with the needs of their community. The most important question, particularly for those using CBAs to compensate communities for accepting a burden, is how we can ensure that CBAs are not used to exploit impoverished communities. Misused, CBAs may be a neoliberal tool to facilitate negotiations in which residents exchange uncertain future risks for tangible benefits. As Young (1999) warned, efforts to increase democratic participation do not necessarily advance the pursuit of justice. While CBAs may improve the benefits that affected communities receive, the planning process must provide the mechanisms to stop 'bad' projects.

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Table 1: Changes in Housing Prices - Percentage Change in Metropolitan Statistical Area*

	2000	2001	2002	2003	2004	2005	2006	2007	Average% Change
Denver	14.0	10.2	5.0	2.3	3.1	4.0	1.4	0.2	5.0
Milwaukee	4.4	5.8	5.6	5.5	9.6	9.7	5.2	2.3	6.0
Los Angeles	7.8	9.7	13.0	14.5	25.5	24.1	17.0	0.5	14.0

Source: Office of Federal Housing Enterprise Oversight at http://www.ofheo.gov/hpi_city.aspx

Accessed August 19, 2008

*Based upon price change for sold units

Table 2: Comparison of Census Demographics

	Denver			Milwaukee			Los Angeles		
	2000	2006	Change	2000	2006	Change	2000	2006	Change
Population	554,636	566,974	2.2%	596,974	563,079	-5.7%	3,694,820	3,773,846	2.1%
# Housing Units	251,435	271,096	7.8%	249,225	252,175	1.2%	1,337,706	1,359,686	1.6%
Family Housing Value **	\$165,800	\$236,100	42.4%	\$80,400	\$136,700	70.0%	\$221,600	\$614,300	177.2%
% Vacancy	4.9%	9.2%	4.3%	6.8%	9.5%	2.7%	4.7%	6.3%	1.6%
% Individuals Living Below Poverty Line	14.3%	20.0%	5.7%	21.3%	26.2%	4.9%	19.0%	22.1%	3.1%

Source: US Census <http://www.census.gov>

Accessed August 19, 2008

** Self-Reported Housing Values