

COMMUNITY BENEFITS AGREEMENTS AND THE LIMITS OF  
INSTITUTIONAL CITIZENSHIP IN URBAN REDEVELOPMENT

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by  
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## ABSTRACT

This dissertation explores the potential for community benefits agreements (CBAs) to serve as instruments towards a more democratic approach to situating urban redevelopment projects into residential neighborhoods. To aid my analysis, I utilize the lens of democratic political theory to describe their most intractable shortcomings as well as prescribe reforms that can better enable them to bridge the oftentimes conflicting ends of economic growth and social justice. Moreover, I consider the conditions that are most favorable for residents to maximize their bargaining power against developers and the conditions where developers are least likely to negotiate with the locals. Drawing from a range of sources including interviews, audio recordings, documents, and investigative reporting, I illustrate their common failings by using three case studies of CBAs from major American cities.

I find that the most recurring problem facing CBAs is their susceptibility to co-optation by powerful political and economic elites who manage to subvert them into devices for private gain. Up to this point, municipalities have been largely reluctant to regulate them, and this lack of regulation has led to agreements being shaped more by informal networks of powerful interests rather than the wants and needs of everyday residents. This informality leading up to an agreement is a major contributing factor to their failings. Thus, in the absence of a structure that actively promotes inclusive and transparent procedures leading up to the forging of an agreement, residents lack the power to meaningfully influence its terms and conditions. This observation leads critics to contend that their vulnerability to elite influence should force us to rethink, and

ultimately abandon CBAs as reliable instruments for popular control over the built environment. However, I argue that this conclusion is misguided; given their proliferation across American cities and increasing salience in land-use debates, a more effective alternative is to find institutional designs that curb the excesses of such projects while also making them more responsive to local concerns. If policy makers, activists, and residents are going to continue to look to CBAs to extract concessionary gains from developers, then it is crucial to devise safeguards that effectively minimize opportunities for abuse while also enhancing residential voice in shaping the resulting agreement.

To my grandparents. I will forever long for one more night of drinking coffee with you  
both and living vicariously through your life stories.

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ones. To my friends: I understand that it didn't always seem like you were a priority of mine and it seemed like I often went missing for long periods of time. This has caused me to miss out on a lot of great times with you. I always implored you to understand that I wasn't purposely ignoring or forgetting about our relationships. I'm looking forward to being there more often for you all and I hope this dissertation serves as proof that all those times I didn't show up for an event is evidence that I *really was* busy working. Last (and not least!), Danielle: You entered my life just in time to see the nascent stages of this dissertation and are now seeing it conclude. As a Ph.D. student yourself, I know you understand how difficult and time-consuming it can be, but I want to thank you for your patience and the sacrifices you have made for me. There are ample examples of me putting my school work ahead of parties, sleepovers, and vacations, and I'm looking forward to the opportunity to create and build new experiences with you. You (and, our cat, Peanut!) have been an indispensable source of moral support and helped keep me grounded throughout this experience. Thank you.

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## CHAPTER #1

### THE OBAMA PRESIDENTIAL CENTER AND BEYOND

As of May 2015, the City of Chicago became the epicenter of a contentious political battle. After a multi-city bid, it was announced that former President Barack Obama's Presidential Center (OPC) would reside in Jackson Park, an historic urban park located on the city's South Side that the president described as the "mothership" of his library. With deep personal and political ties to the city, and specifically the Far South Side, a director of the Center stated, "It's a way of giving back to the people of Chicago and particularly to South Side residents" (Rhodan 2018). However, many local residents expressed serious misgivings about the project, voicing concerns regarding the potential for displacement and/or the prospect of prohibitive cost of living increases and have organized to oppose the plan. One hometown magazine validated these anxieties when it predicted that Woodlawn, one of the most proximate neighborhoods, would be "the next most-desired neighborhood for developers and homebuyers" and the real estate website Redfin observed that property values in the neighborhood jumped by 23 percent in the first half of 2017 (Ellis 2020) in addition to naming it the second-hottest neighborhood in Chicago that same year (Decker 2017).

In his memoir *Dreams from My Father*, Obama recalls cutting his political teeth in the 1980s as a community organizer in this same section of Chicago, writing in communitarian sentiment that listening to the stories of his neighbors "helped me bind my world together, that they gave me the sense of place and purpose I'd been looking for" (Obama 1995, p. 190). In this troubling political irony, the community that was so

formative in shaping the identity of the world's most famous community organizer is now actively organizing against him. Skeptical of calls for a community benefits agreement (CBA), in one town hall event Obama told Woodlawn resident and community organizer Jeanette Taylor<sup>i</sup>

The concern I have with respect to community benefit agreements in this situation is that it's not inclusive enough because I would then be signing with who? What particular organizations would end up speaking for everybody in that community? I'm not an outsider here. I know the neighborhood. I know the minute you start saying, well we're thinking about signing something that will determine who is getting jobs and contracts and this, that, and the other, next thing I know I've got 20 organizations that are coming out of the woodwork, some of them that I've never heard of before (Grieve 2017).

Since 2016, a variety of local civil society groups ranging from neighborhood organizations and environmentalists to labor unions and tenants' rights activists have come together to form the Obama Library South Side Community Benefits Coalition. Meanwhile, at the University of Chicago (the Center's host), more than 100 faculty members penned a letter on behalf of the community that, while ultimately lending support for the project, voiced considerable reservations

There are concerns that the Obama Center as currently planned will not provide the promised development or economic benefits to the neighborhoods . . . It looks to many neighbors that the only new jobs created will be as staff to the Obama Center, hence the widespread support for a Community Benefits Agreement.<sup>ii</sup>

The former president dismissed the criticisms of activists partly on the grounds that it would be inappropriate for a non profit organization (as opposed to a for-profit

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<sup>i</sup> In 2019, Taylor was elected to the Chicago City Council, where she spearheaded the passage of an ordinance that worked as a compromise between the OPC, the University of Chicago, and the city.

<sup>ii</sup> The full text of the letter can be read here: <https://cpb-us-w2.wpmucdn.com/voices.uchicago.edu/dist/3/1229/files/2018/07/Letter-from-Faculty-Concerning-the-Obama-Center-11evskh.pdf>.

corporation) to bind itself to a CBA. The purpose of the OPC is to serve as a civic and educational asset for both locals and visitors to enjoy, not to generate profits. However, critics charge that regardless of the intent, the Center’s effects would produce the same injurious outcomes for the local population. A 2019 study conducted by the Nathalie P. Voorhees Center for Neighborhood and Community Improvement reveals worrisome indirect consequences. Within the two miles surrounding the project, the analysis highlights evidence of increased rents in newly renovated and newly constructed homes that would price out the majority of current renters, surging housing prices in comparison to all other Chicago neighborhoods, and some of the city’s highest eviction rates.<sup>iii</sup> Aside from deleterious economic outcomes, critics levied charges of unfairness over the \$175 million in transportation improvements in public dollars that would go to support the OPC (Schneider 2018) in a city where—based on U.S. Census Bureau data, in 2019, nearly 15% of families lived below the poverty level. Furthermore, Protect Our Parks, a non-profit organization represented by libertarian legal scholar Richard Epstein, launched a legal challenge to the city’s use agreement with the Obama Foundation, arguing that it amounts to an “outright transfer” of the public land of Jackson Park to a private entity (Evans 2020). One commentator notes the symbolic dissonance pervading the Center, as it is the “most visible, permanent symbol of the nation’s first black president,” but it is also “in danger of being seen as yet another institutional development project that neglects the needs of existing residents, rather than a source of pride and prosperity” (Schneider 2018).

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<sup>iii</sup> The report can be found here:  
<https://uofi.app.box.com/s/16uowmbmyidgdc6lzkc5gs10ukfae8gs>.

Without question, there are important details that make this example quite unique. This is not just *any* development project, its purpose is to commemorate the service and legacy of a recent former president of the United States. Furthermore, there is an added layer of complexity when considering Obama’s personal background and attachments in community politics. However, if we table these idiosyncrasies, the OPC case encapsulates some of the most consequential debates presently animating politics and protest at the local<sup>iv</sup> level. Integral to these debates are issues surrounding local governments’ use of eminent domain as an instrument for promoting economic development, the legitimacy of the state’s taking private property and transferring it to a private developer, and the disparate impact that these policies often have on vulnerable Black populations (Somin 2011, p. 84-90; Root 2009; Pritchett 2003).

Additionally, from a public policy standpoint, the example of the OPC and the contentious politics it generated forces us to appreciate the difficulties of creating legislation that carefully considers the differential impact of policies, particularly when conflicting claims to land are at stake. Moreover, when placed in the historical context of the University of Chicago’s own historical racial hostility toward the predominantly Black residents of Woodlawn and Bronzeville, it is understandable why town-gown relations remain fraught to this day (Baldwin 2021, p. 125-161). The university’s flex of its political muscle has consistently threatened the lives and livelihood of its most vulnerable neighbors. But, when Obama justified his rationale for the Center’s location, he did so in highly personal terms

[the Center is] surrounded by vibrant neighborhoods and a community where we can help make a difference . . . [Michelle and I] were married here; had our

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<sup>iv</sup> By “local,” I mean substate.

reception right down at the South Shore Cultural Center; our daughters were born right down the street at the hospital. We bought our first home here a few blocks away (Caplan 2021).

While the Obamas' ties to Jackson Park are not in dispute, what local residents did dispute is the appearance that the judgments of policymakers are being improperly influenced by the status of the former first family, while not being sufficiently sensitive to the interests of those whose livelihoods would be harmed by the OPC. When discussing her motivations for contesting the Center, Jeanette Taylor stated that it is not her intention to prevent or preclude it from being in the neighborhood

I'm excited. This was never about us not getting the Obama Presidential Center. This was about folks who are currently living in our community being able to enjoy it . . . You can cut the ribbon but don't cut us out. This is our community and we're here to stay (Caplan 2021).

Thus, Jackson Park residents are intuiting a basic premise of democratic equality: When weighing the interests of their constituents, there is a strong presumption that governmental agents do so impartially, without giving some particular subset favorable treatment (Scanlon 2018, p. 11-25).

Finally, and perhaps most glaringly, the case of the OPC represents how those without many political resources can effectively organize to make demands that ensure that the plans of developers remain attentive to their needs. By building coalitions among varied neighborhood interest groups, launching legal suits, and exerting pressure at the grassroots level, the people of Woodlawn and other neighborhoods most adjacent to the project challenged the former president of the United States (in his home city) to continuously justify the decisions he was making for his Center. Activists recognized that the best way to grab the attention of Chicago's most influential decision makers was to circumvent formal democratic institutions and to directly protest the source of their

frustrations.<sup>v</sup> To borrow Meta Mendel-Reyes's (1995) term, these activists were "reclaiming" the long established American tradition of participatory democracy.

On a practical level, organizers sought answers to questions of great salience to their lives: If there are indirect consequences of the Center, specifically how will those be managed? What are the terms and conditions under which the presidential center will be situated within the broader community? Moreover, if we expand the viewscreen, we can extract broader theoretical questions about the situatedness of development projects into the existing social and economic fabric of the neighborhood: What are the moral obligations of developers when they break ground on a new project? Should their goals be strictly to maximize utility for their shareholders, or should they embrace a thicker bundle of obligations and responsibilities in serving long standing community members? And, since public policy occupies a central role in shaping the broader context in which urban redevelopment is effectuated, what role should the government play in regulating these interactions?

At a first glance, these questions may seem as if they have little bearing on contentious politics in the real-world, but they ultimately lie at the crux of the conflicting claims made by developers and neighborhood residents. Thus, the goal for policymakers must be to find a way to pursue workable solutions that broadly satisfy the needs of those whose basic interests are directly affected. In discussing the OPC, even those in

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<sup>v</sup> Given the lack of responsiveness of elected officials to the interests and preferences of the poor and middle-class, the implications of empirical studies on the extent of political inequality in the United States suggest that this is perhaps the most rational strategy for influencing political outcomes; see Bartels (2002; 2008), Gilens and Page (2014), Gilens (2012), Druckman and Jacobs (2015), and Miler (2018).

protesting the Center recognize the economic, cultural, and historical value that the institution can provide to the community. Similarly, most recognize the value of promoting an economy amenable to growth and change over time. But, as protestors have argued, policymakers face a dual imperative: economic growth should not come at the expense of the most economically vulnerable residents of Jackson Park and Woodlawn.

### Background of the Dissertation

This dissertation is about the object of confrontation between the former president and neighborhood residents: community benefits agreements. My thesis is that, while CBAs face a range of obstacles that challenge their ability to promote the interests of both developers and residents, scholars and activists should channel their efforts towards finding reforms that enable them to be more responsive and better reflective of the wishes and welfare of those most adversely affected by redevelopment projects. In the face of political inaction, these agreements are an important instrument by which residents can bring developers to the table to negotiate the terms and conditions of economic growth. Notwithstanding their problems, implicit within the conception of CBAs is a broad ethic of institutional citizenship, which emphasizes that the institutions of social life including corporations and universities should complement strategies for growth with those of democratic participation, mutual responsibility, and shared benefits (Sturm 2007, p. 413). Thus, a principal goal of this dissertation is to find practical ways that such agreements can better capture that underlying vision.

Because they are intended to fill the gap between public needs and political unresponsiveness, CBAs are fundamentally practical institutions. In fact, one could plausibly assert that their strength lies in their focus on bread-and-butter issues such as jobs, education, and healthcare. While much of this dissertation will focus on the recurring problems that CBAs face, an overlapping theme is that pursuing greater equality inevitably requires engaging in the practical struggles of how to effectively bend existing institutions so that they better resemble that vision. Law professor Robert Tsai captures this point when he argues that those seeking more equitable outcomes must debate and decide “second-best solutions” and recognize the necessity to locate “workable alternatives.” Thus, the pursuit of equality requires that we “immerse ourselves in the squalor of human existence” (Tsai 2019). In their efforts to organize diverse constituencies, mobilize pressure on political elites, find leaders to run for office, and directly confront economic powers that affect their lives, CBAs exemplify the eminently practical, political pursuit of equality that Tsai describes. CBA scholars Virginia Parks and Dorian Warren (2009, p. 89) effectively highlight his point regarding the practical, bottom-up nature of these agreements

In a number of cities experiencing a resurgence in development, low-income communities of color have challenged the new growth regime by embarking upon innovative campaigns that demand growth with equity. Among the many tactics . . . one of the most innovative and successful has been the negotiation of community benefits agreements.

The long-established explanation for local economic development in American cities is that policy makers are structurally constrained with regards to the kinds of fiscal

policies they can pursue.<sup>vi</sup> This is particularly true within the context of federalism in the United States, where—relative to their national and state counterparts—local governments are placed under the most structural constraints and are discouraged from pursuing more active fiscal policies enabling them to take on a larger redistributive role. As urban theorist Paul Peterson (1981, p. 22) notably argued

Cities constantly seek to upgrade their economic standing . . . I mean by this that cities seek to improve their market position, their attractiveness as a locale for economic activity . . . an advantageous economic position means a competitive edge in the production and distribution of desired commodities relative to other localities.

The “growth imperative” serves a simultaneous political function, as it “is the most important constraint upon available options for local initiative in social and economic reform” (Molotch 1976, p. 310), thus limiting the range of acceptable public policies to those most innocuous to economic elites (Bachrach and Baratz 1962).

However, as demonstrated in the OPC example, the participatory style of CBAs affords them the ability to circumvent local legislative processes and engage directly with the economic entities that, according to the conventional wisdom, will just exercise their ability to exit or stymie threatening political reform if demands become too extreme.

But, rather than being resigned to a captive posture, those organizing CBAs recognize that, at the grassroots level, citizens have greater leverage shaping land-use decisions than commonly considered. And, while this is not generalizable to all development projects, it is more germane to ones that are small- or medium-sized or those that face particular

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<sup>vi</sup> For an overview of the literature on this argument, see Wolman and Spitzley (1996), and for a critique of it, Basolo and Huang (2001) and Schragger (2016).

locational dependencies where it is practically infeasible for a developer to simply abandon the project's planned location and go elsewhere.<sup>vii</sup>

While CBAs may be useful instruments for making desired concessions from developers, it cannot be assumed that these achievements will translate into legislative changes. In her experiences organizing against the OPC, Jeanette Taylor felt that she could make enough change to warrant running for office, but it is unclear whether this movement can be sustained to go beyond a largely *reactive* posture towards one that can *proactively* advance a more comprehensive policy agenda that goes beyond a singular focus on land-use issues. Thus, important questions remain surrounding these institutions, and throughout this dissertation, I seek to address a few crucial ones: Even if perfectly executed, what are some of the inherent limitations that CBAs face? Which conditions are most optimal for pressuring developers to agree to them? Is their 'consensual' nature of promoting the interests' of developers and all relevant neighborhood groups an advantage or an impediment in working towards a more democratic and fair local economy? How can we be sure that the demands of an agreement's loudest proponents are reflective of the interests and opinions of the community at-large? In Chapter 6, I build on these themes by offering supplementary research questions that can usefully guide future scholarship on CBAs.

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<sup>vii</sup> Under some circumstances, developers lack the flexibility to avoid demands placed on them by either politicians or local residents, and they can either avoid these demands completely, or agree to negotiate and placate (at least some of) them. Such examples range from sports stadiums, natural resource extraction sites, and universities seeking to expand into densely populated neighborhoods.

## Sketch of the Dissertation

This dissertation will consist of six chapters. In this chapter, I began with the OPC to highlight the contemporary significance that CBAs have in debates over urban redevelopment as well as the unique influences and pressures that can influence land-use decisions. Another objective of this chapter is to situate these agreements in a broader academic literature that portrays the function of urban policy-making as determined by a “politics of capital attraction” (Schragger 2016). I argue that CBAs represent a valuable counterexample to the claims that local-level politics must be driven by a minimalist policy agenda, and contend that a more effective research agenda is one that focuses on existing movements that tangibly seek to find innovative and inclusive solutions to the problems of a growth-based politics.

In chapter two, I introduce CBAs at the conceptual as well as practical level. Additionally, I address some of their fundamental and most well-known critiques. This descriptive chapter is essential because, while there is much research on these agreements among legal scholars (Bechtel 2007/08; Gross 2008; Been 2010), sociologists (Cain 2014), urban planning (Murtaza 2008), real estate experts (Musil 2012) and ample reporting on them in popular media, there is more limited scholarship among political scientists that explains what they are, how they work, and their biggest problems. Thus, it is arguable that one of the greatest strengths of this dissertation lies in its ability to connect literature across varied disciplines in addition to its ability to fill a gap within a more specialized literature within democratic political theory.

In chapter three, I investigate some of the most recurring problems with CBAs by exploring three real-world examples. Here, I evaluate three redevelopment projects

where CBAs were agreed upon. The first example that I consider is the agreement that led to the construction of Yankee Stadium (2006) in the South Bronx, New York City. This deal represents where such agreements can deviate far from their intended purposes, enriching local economic and political elites and failing to deliver community benefits to those whose interests were most adversely affected by the project. The second example that I consider is the West Harlem CBA (2009), which was an agreement signed between Columbia University and the West Harlem Local Development Corporation (WHLDC). I argue that, while this agreement had beginnings that were auspicious, it ultimately fell short of living up to its potential to meet the needs of Manhattanville's most concerned residents. Lastly, I consider the Los Angeles Sports and Entertainment District (also known as the "L.A. Live") CBA (2001). In contrast to the previous two examples, I highlight that the L.A. Live example was successful in delivering substantive community benefits as well as addressing some of the public's central concerns ranging from assessments of and investments in community recreational spaces, providing funds for affordable housing projects, creating jobs that pay the city's living wage, and developer funding for a residential parking program for the neighborhoods closest to the arena (Partnership for Working Families). I contend that the most significant variable that differentiates this agreement from others is largely the pre-existing network of social justice-minded coalitions that consistently and effectively mobilized pressure on the arena's developer to work with *as opposed to* against neighborhood demands.

In chapter four, I build on the attendant problems of CBAs by incorporating them into a broader theoretical argument. At a macro level, this chapter has one organizing purpose: To extract central insights and arguments put forth by contemporary democratic

theory and apply them to the performance of actually existing CBAs; in doing so, we are able to better understand how their practice departs from the ideals that legitimate them and better situated to find workable solutions to their most pressing problems.

Specifically, I make three arguments. One, I contend that because they exist largely without governmental regulation, CBA outcomes are predicated on a host of contingent variables, making them fit uneasily as a complementary piece within a broader distributive paradigm. Second, the outcomes of CBAs are often powerfully shaped by the voluntary response problem. If certain segments of the local population are more likely to participate relative to others, then uneven inputs will generate skewed community benefits. The problem of uneven participation remains, as scholar of democracy Arend Lijphart (1997) observed, democracy's "unresolved dilemma," and Barack Obama based one of his biggest objections to signing a CBA on this problem when he asked, "What particular organizations would end up speaking for everybody in that community?" Finally, I claim the 'win-win' model of CBAs obfuscates the built-in power imbalance that constitutes them. As both participants in deliberations as well as owner of the development project, owners have the capability of vetoing proposals they deem too threatening to their interests by either exercising their option to exit or to negotiate with constituents with the most conservative demands. Thus, developers have broad agenda-setting power.

Thus far, much of this dissertation focuses on the intractability of the problems that ail CBAs. But, as I stated above, a core premise of this dissertation is that, rather than abandoning these institutions, activists and scholars should channel their efforts towards finding workable reforms. In chapter five, I explore possible prescriptions for

solving some of the problems I discuss. But, before discussing specific reforms, I highlight that rather than being unique to CBAs, some of their most recurring issues are relatable to other local efforts at democratic experimentation that are separated in space and time. I draw these comparisons to learn from these examples as well as emphasize that these agreements face specific, remediable design problems. Then, I present two reform efforts. Firstly, I propose efforts to embed these agreements further into the social and economic fabric of the neighborhood and harness their capacities as instruments for more decentralized and dispersed wealth-production within the local economy. Secondly, I contend that moving from assembly-style deliberations over the wants and needs of the neighborhood to a system of random selection of residents who live in the surrounding census tracts of the project would work to mitigate the voluntary response problem, ensure that those most affected by the project have a say in the outcome, and allow for procedures that give all an equal probability of being chosen to participate. This solution builds on a broader empirical literature of the potential of descriptive representation to minimize the biases in policy making at the national, state, and local levels and better advance the substantive interests of constituents (Miler 2018; Carnes 2013, 2018; Fisher 2018; Broockman 2013; Sances and You 2017).

In chapter six, I aim to restate some of the organizing arguments that constitute this dissertation. Definitively, I restate the primary components of CBAs. Furthermore, I offer a synopsis of the basic obstacles that inhibit these agreements from reaching their goal of ensuring that welfare of those crucially affected by redevelopment projects is not misconstrued or ignored altogether. I also reaffirm the prescriptions that can positively contribute to solving these problems. Lastly, I identify further questions and areas of

research that, while falling outside of the scope of this dissertation, can serve as avenues for scholars seeking a better and more comprehensive understanding of CBAs.

## CHAPTER #2

### NEGOTIATING GROWTH: DEVELOPERS, RESIDENTS, AND THE STATE

In chapter one, I observed that the conflict surrounding the Obama Presidential Center has momentous implications for the future of urban redevelopment across American cities. How should the negative externalities that are most injurious to the already economically and politically weak be managed? What are the terms and conditions under which redevelopment projects ought to be situated within the fabric of an existing neighborhood? In addition to these questions, we can ask: Regardless of the worldview of the particular developer, should such projects be structured within a broader institutional environment that incentivizes them to simply maximize shareholder value, or should they be required to ensure that economic gains are tied more directly to benefiting those living most adjacent to the project. Lastly, given the ‘intensity’ of gentrification and cultural displacement in many major American cities (Wiltse-Ahmad 2019), how can elected officials at the local level work to mitigate this increasingly salient problem? In this chapter, I put forth CBAs as instruments that ground all of these overlapping questions into a public policy framework.

#### Community Benefits Agreements: What Are They? How Do They Work?

As defined by legal scholar Julian Gross (2007/2008, p. 37), 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.” The first of these agreements was negotiated in 1998 and it was over the

terms and conditions of the Hollywood and Highland Center (later renamed to Ovation Hollywood), which hosts The Academy Awards. Perhaps the most prominent of the earliest agreements is the Los Angeles Sports and Entertainment District CBA. It entailed a multipurpose project that included a hotel, a 7,000-seat theater, a convention center expansion, housing complex, and plazas for entertainment, restaurant, and retail businesses (Partnership for Working Families). In exchange for approval, the developer agreed to a range of “community benefits” that addressed the underlying concerns of the local residents. Among other provisions, these community benefits included a \$1 million investment in public parks and recreational needs, a first source hiring program targeting job opportunities for low-income individuals located near the complex, and funding for a residential parking program for residents living close by (Partnership for Working Families). It is important to note that the contents of each agreement varies widely, depending on the particular circumstances, most notably the specific priorities of the residents and community groups speaking for them.

The emergence of CBAs originates in protest to the dominant approach among policymakers and planners whose overarching aim in decision making is to find the most ‘efficient’ use of land. The conventional metrics utilized to measure what constitutes efficiency are job growth and the amount of tax revenue flowing into government coffers. Similarly, municipal policy is driven by attracting, as economist Richard Florida (2017, p. XV), the “3T’s of economic development:” technology and talent within an environment that promotes tolerance toward diverse tastes and lifestyles. Critics of an efficiency-driven policy approach come from both the political Left and Right. Planning

theorist Samuel Stein (2019, p. 39) emphasizes how, under this paradigm, the benefits from ostensibly public investments accrue to the already-advantaged

Planners are allowed to do little that won't raise property values. Often they do so directly and intentionally, be initiating rezonings, targeting tax breaks or gutting protective regulations in order to stimulate development. Just as often, however, increased property values are the result of genuine, socially beneficial land improvements. Public improvements become private investment opportunities as those who own the land reap the benefits of beautiful urban design and improved infrastructure.

Relatedly, in her discussion of the increasingly expansive application of eminent domain to justify combating economic underdevelopment, libertarian political theorist Ellen Frankel Paul decries the shift away from a perception that property rights are absolute to one that treats property as simply a pragmatic piece of an overarching development plan; Paul contends that property owners “throughout the United States increasingly hold their land tenuously, as ‘stewards’ for the ‘public interest’ rather than as absolute owners free to determine how their land shall be used, disposed of, or developed” (Paul 1987, p. 8). The “Smart Growth” movement from which CBAs emanate seeks to find a remedy to these dilemmas. This approach entails the recognition that economic growth and the property rights on which it relies is indispensable, but sees that such growth is a means to achieve other valuable social goals such as democracy and equity. CBA scholars Patricia E. Salkin and Amy Lavine (2008, p. 297) underscore that such agreements embody a brand of “accountable development” that seeks to remedy the uneven distribution of the benefits of development policies where

communities provide substantial tax incentives and subsidies provide substantial tax incentives and subsidies to developers to support new job creation, while developers pin community hopes upon attenuated “ripple effects” without giving communities any control over the job opportunities created . . . By formalizing developers’ commitments to create jobs that benefit residents and to improve local housing and social conditions,

CBAAs add a dose of accountability to the often considerable tax benefits and subsidies that make large-scale developments possible.

The lack of obligations that bind developers to deliver agreed-upon benefits is a major critique against certain types of development policies. For example, in his analysis of eminent domain, which is commonly invoked in the projects that lead to CBAAs (see Miller 2022) legal scholar Ilya Somin (2015, p. 76-78) claims that

In the absence of any binding obligations to deliver on the promised economic benefits, little prevents municipalities and private interests from using inflated estimates of economic benefits to justify condemnations and then failing to monitor or provide any such benefits once courts approve the takings, and the properties are transferred to their new owners.

Thus, enforcement of the resulting agreement is perhaps the most elemental and important role that the government occupies in the CBA process, and one—as we will see—should not be taken for granted.

Aside from agreement enforcement, the role of elected officials and municipal agencies is contested. To what extent should politicians be involved in CBA negotiations? If they ought to be included, then how can we be sure that they use their greater knowledge and social connections to *faithfully* represent their constituents? What sort of infrastructure should development agencies put into place to offset the very uneven resources that developers and residents bring to the negotiating table? While there are no clear-cut answers to these questions, I explore possible solutions in chapter five.

## The Role of Locational Dependence in Leveraging Local Demands

Thus far I have described the main components of CBAs, which are developers, community-based organizations, and municipal officials.<sup>viii</sup> But, simply focusing on the central actors minimizes the role of protest politics that often accompanies them. In fact, scholars emphasize that direct action tactics are often crucial to mobilizing sufficient pressure on developers to bring them to the negotiating table. In their work, Sinziana Dorobantu and Kate Odziemkowska (2016, p. 10) argue that ability to impose expensive disruptions and delays significantly influences developer sensitivity to local demands. “The benefits of a CBA,” they note, “can be approximated by assessing the probability that conflict with the local community will translate into denied access to the site, and thus into costly disruptions and delays.” Others, such as CBA scholars Virginia Parks and Dorian Warren stress a more multifaceted approach of combining protest politics with electoral power. In their view, mobilizing sufficient pressure on developers to engage with the neighbors hinges on both the ability of local groups to organize diverse coalitions and ‘turn out’ their members, whether to a community meeting, a protest, or the ballot box (Parks and Warren 2009, p. 99). Fundamentally, such agreements reflect an institutionalized form of claim-making, which is central to the concept of *contentious politics* that political scientists Charles Tilly and Sidney Tarrow observe

involves interactions in which actors make claims bearing on someone else’s interests, leading to coordinated efforts on behalf of shared interests or programs, in which governments are involved as targets, initiators of claims, or third parties. Contentious politics thus brings together three

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<sup>viii</sup> This includes both regulatory agencies as well as elected officials.

familiar features of social life: contention, collective action, and politics (2007, p. 4).

While part of the effectiveness of CBAs is that they do result in an agreement that is legally enforceable, in most instances, they originate in the context of unregulated social organization and protest. Thus, the degree to which local residents can mobilize pressure on their elected officials as well as affect developer plans is vital to generating an agreement.

In addition to the direct role of social and political pressure, is it important to note the role of economic forces that continue to make a particular project profitable despite agreeing to a CBA. Salkin and Lavine observe that, “As urban areas become popular locations for large development, residents are becoming increasingly empowered to demand that such developments ‘give back’ to the community with benefits that improve urban quality of life” (2008, p. 297). Thus, the lure of market demand gives certain creates an advantage for residents and elected officials to gain concessionary benefits. To use Albert Hirschman’s (1970) terminology: locational dependence diminishes the plausibility for the developer to “exit,” allowing residents to leverage their “voice” in addressing their underlying grievances. For this reason, such agreements are more commonly negotiated around projects that include (but are not limited to) natural resource exploration (Dorobantu and Odziemkowska 2016), sports stadiums (Garrison 2018), university (Arnold 2018) and hospital expansions (Lavine 2008), or airports (see Gross et al. 2005, p. 15-19). In contrast, when developers are not locationally restricted and have sufficient resources, local protest and CBA

demands can cause the developer to flee to a different location altogether, as was evidenced by Amazon’s much-publicized “HQ2” New York location.<sup>ix</sup>

Moreover, if local governments offer particular inducements in the form of subsidies, developers are more willing to tolerate the lengthy deliberative engagements with coalitions of community organizations. As an executive director of Los Angeles Community Redevelopment Agency contends “[CBAs] work best when there is substantial agency money invested, when they’re big projects, and when they’re in hot markets or emerging markets” (Meyerson 2006). In addition, Patricia Salkin (2008) argues that the guarantee of public subsidies can give community groups sizable leverage in making demands.

### Controversies and Criticisms

The use of instruments like CBAs to promote a more democratic and inclusive approach to urban planning sets off a wide range of debates and perspectives about the role of residents in shaping their built environment. Throughout this dissertation, we will explore some of the normative arguments both for and against. Any such vision, however, is predicated on the possibility of municipalities being able to impose effective regulation. In this section, I explore some recent legislative attempts at fitting CBAs into a broad vision of neighborhood redevelopment and their attendant shortcomings.

Skeptics contend that the project-by-project nature of CBAs stymies their ability to work as a panacea for curing all insecurities engendered by urban

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<sup>ix</sup> For more on this example, see Goodman (2019).

redevelopment policies. The outcome of a particular agreement is inextricably linked to immediate specificities that vary according to unique circumstances (Wolf-Powers 2010). And up to this point, municipalities have expressed a general reluctance to legislate them. One reason for this is that CBAs are *private* contracts. A fear is that giving the government too much of a role in negotiations would inappropriately influence the outcome. Moreover, under such a top-down approach, there would be no way to ensure that “the government will select as the preferred community representatives groups that are strongly pressing for community benefits, as opposed to groups likely to facilitate project approval simply by agreeing to minimal benefits” (Gross 2009). Another concern is that allowing the government to exercise greater control over CBAs raises the dangers of rent-seeking behavior or regulatory capture, where, rather than neutral actors, elected officials can become key sources of power in shaping agreement outcomes. This prospect is particularly damaging, as it could generate the perceptions that all agreements are fatally flawed; the politicians who drafted the legislation as well as claim to “represent” their constituents in negotiations are being “bought off” by powerful developers and other vested interests.

CBAs are constituted by a set of negotiating procedures, and the greatest difficulty for reformers has been to devise procedures recognized by all participants as intrinsically fair. In the face of the possibility of capture by well-resourced organized interests, not just discovering but also successfully *implementing* these procedures is crucial, making the difference between a

contract that is seen as a “sham” and one that effectively equalizes the bargaining power of the least advantaged while also raising their living standards.

Perhaps inaction in regulating CBAs has been motivated by a conscious effort to avoid the unintended consequence of regulatory capture, but where we have seen instances where cities have sought to regulate these agreements, different problems have emerged. In 2016, residents of Detroit approved a ballot measure that sought to institutionalize CBAs into law whenever a proposed project meets *one* of three criteria: If a project is \$75 million or more in value, if the developer receives \$1 million or more in public financial incentives, or if it is authorized to receive \$1 million or more in value of city property sale or transfer then it is subject to the Community Benefits Ordinance (CBO). While the CBO could seem like a victory for local community activists, Detroit Councilwoman Raquel Castañeda-Lopez (2018) contends that the law has not lived up to its promise. Castañeda-Lopez argues that there is inadequate time for negotiation, lack of resources to compensate for inadequate negotiating experience on behalf of the residents, and there has not been a coordinated effort to educate the public on the issues so that they can make a fully informed judgment in regard to the project. We can think of these as civic skills, or as Castañeda-Lopez labels them, “neighborhood capacity.” Absent requisite mechanisms that can circulate information and promote constructive debate, the neighbors’ ability to meaningfully engage in deliberations will be limited and perhaps even counterproductive.

Drawing from the Detroit example, in 2019 lawmakers in the City of Philadelphia introduced an ordinance that sought to mandate that CBAs be attached to “high impact

development projects.”<sup>x</sup> The bill specifies the kinds of benefits that can be solicited by the residents and establishes a “host community board,” which is a five-member body comprised of an appointee from the local Registered Community Organizations (RCOs), the Councilperson, the mayoral administration, and two others agreed on by those three that will negotiate the agreement (Blumgart 2019). But critics pointed to the bill’s lack of detail when it comes to determining penalties for those developers who fail to comply, failure to determine which RCO is chosen among competing neighborhood groups, and excessive discretion left in the hands of city bureaucrats.<sup>xi</sup>

If we fail to understand the primary weaknesses of alternative legislative approaches to governing CBAs, then we are unable to avoid some of the most intractable pitfalls. Insufficient time to develop a full understanding of the relevant issues, vague and unclear wording, and granting excessive influence to politicians at the expense of residents must be resolved if we are to reform CBAs in the direction of greater democratic inclusion. Compounding the problems I have observed, scholars also note that the lack of specialized knowledge required for contract writing has rendered some agreements either unenforceable or detrimental to interests of residents, Sherrell Dorsey (2016) has argued that the complexity of contract writing and interpretation has had the

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<sup>x</sup> The text of the legislation defines “high impact” as “any development project that, because of the nature of the development and/or the Host Community, is reasonably expected to produce disproportionately high and adverse human health or environmental impacts, including social, esthetic, economic, physical, chemical, or biological impacts, in the Host Community.” See the full text here, <http://phlcouncil.com/wp-content/uploads/2019/06/CP-Clarke-Community-Benefits-Agreement-Ordinance-06.13.19.pdf>

<sup>xi</sup> This legislation was subsequently vetoed by the city's mayor, Jim Kenney.

result of effectively invalidating the West Harlem CBA.<sup>xii</sup> Given these problems, the key goal for reformers is to find ways to utilize the police power of the state to level out the bargaining conditions of the two sides without *itself* becoming a source of power.

In addition to how politicians can co-opt negotiations for their own purposes, inequalities among groups claiming to represent residents can skew the distribution of community benefits toward a select few. Gross et al. (2005, p. 22) emphasize how the dynamics among diverse neighborhood groups can significantly affect the outcome

The process of negotiating a CBA encourages new alliances among community groups that may care about different issues or have different constituencies. This is critical because developers often use a “divide and conquer” strategy when dealing with community groups, making just enough accommodation to gain the support of one group, while ignoring the concerns of others . . . The developer can then claim that there is some community support for the project, and obtain necessary government approvals, even though most community issues have not been addressed.

If one of the principal motivations of developers to enter into such contracts is to deflect public criticism or unflattering media coverage, then by entering into an agreement that placates only a fragment of the community would give them the best possible and least expensive outcome. The ends of this solution would be to obtain an agreement while investing as small a sum as possible without the messiness of broad-based participation. To this point, Madeline Janis-Aparicio and Roxana Tynan (2005) argue that tighter coalitions between labor and residents are crucial to producing more comprehensive and inclusive agreements.

In his analysis of the 2005 mega-billion dollar Atlantic Yards project<sup>xiii</sup> located in Brooklyn, New York, Lance Freeman (2007) worries about this precise point. He asserts

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<sup>xii</sup> I discuss the West Harlem CBA at greater length in chapter three.

that “we should not allow developers or politicians to use community benefits agreements as fig leaves for the lack off [sic] a truly democratic planning process . . .” He emphasizes that it is too commonplace for elected officials and developers to falsely depict agreements as representative of community input just to garner public support. Moreover, in reference to the same project, Amy Lavine (2008) notes that the integrity of neighborhood-developer negotiations must be scrutinized due to the lack of safeguards against conflicts of interest, where the latter seeks to ‘buy off’ the former. Lastly, Micah Hauser’s (2010) reporting on the Yankee Stadium community benefits agreements illustrates that without effective safeguards, the funds earmarked for residential purposes can be diverted to enrich the politically connected.

Thus far, I have discussed the criticisms of CBAs from the viewpoint of those organizing in favor of them, seeing them as means by which they can protect themselves from urban redevelopment processes. However, as we saw in the previous chapter, prominent politicians have expressed reservations regarding the motivations of neighborhood organizations. In 2006, former New York City Mayor Michael Bloomberg condemned calls for a CBA to be tied to the construction of Citi Field<sup>xiv</sup>, arguing “Every development project in this city is not just going to be a horn of plenty for everybody that wants to grab something.” New development, he argued, should not be an opportunity for various groups to “line up to get some ransom” (Sandomir 2006). At its core, Bloomberg’s point is one about exploitation. In this view, CBAs are less about getting a ‘fair deal’ from a redevelopment project and more about exploiting those providing the

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<sup>xiii</sup> This project led to the construction of the Brooklyn Nets basketball arena along with residential and office complexes.

<sup>xiv</sup> This is the name of the New York Mets’ stadium.

means of generating more income, wealth, and opportunity. To properly say that a person or institution is being exploited, free-market economist Thomas Sowell (2015, p. 607) argues that we must think of exploitation along Hirschmanite lines. “Exploitation” would also apply, he contends, “to businesses which have invested large amounts of fixed and hard to remove capital at a particular location.” Sympathetic observers to this reasoning may contend that it is precisely “slow-growth” measures such as CBAs that inhibit and obstruct growth that would otherwise benefit the urban poor.

But, even as Bloomberg insisted that “We [his administration] don’t do subsidies” (Rivlin-Nadler 2016), the city contributed more than \$221 million toward the stadium as well as tens of millions of dollars in costs to demolish Shea Stadium (Bagli 2008). In addition to direct subsidies, the team was able to raise financing through tax-free state bonds and future payments in lieu of taxes (PILOT) to the city to be used to service the bonds, the state government assumed the costs for a new transit stop adjacent to the stadium and parking garages for fans (Fainstein 2010, p. 107). With so much public money flowing into a private development project, one former president of the city’s Economic Development Corporation argues that it is imperative that stringent standards of accountability and direct city-resident ties be established to work on a plan that meets the needs of everybody involved

If the public is putting money into the project and the developer is allocating that money in private deals with the community, it is not government setting the priorities. Generally speaking, it is city taxpayer dollars that are being spent in not necessarily high priority areas . . . It shouldn’t be some local community groups making these decisions. It should be a cross-section of the community and city government (Schuerman 2006).

This point has important implications for thinking about where to draw the line between private activity and public import. While the Mets are a private organization, significant

amounts of public dollars have gone into building their new stadium. Proponents of CBAs claim that this fact generates a *prima facie* right to public participation to ensure that it meets the needs and addresses the concerns of those living near it.

Much of the justifiability of agreeing to a CBA revolves around the degree of government aid the development project received. If the developer benefited from subsidies or tax breaks, it is argued that in exchange for such supports, the developer should be obliged to take the public into account in its designs. The development project is said to be sufficiently private if no such support is included. However, philosophers Liam Murphy and Thomas Nagel (2002, p. 8) contend that the major fault in these arguments is that they rest on a false dichotomy. In their discussion on the relation between taxation and private property, they observe

Private property is a legal convention, defined in part by the tax system; therefore, the tax system cannot be evaluated by looking at its impact on private property, conceived as something that has independent existence and validity. Taxes must be evaluated as part of the overall system of property rights that they help to create. Justice or injustice in taxation can only mean justice or injustice in the system of property rights and entitlements that result from a particular tax regime . . . We cannot start by taking as given, and neither in need of justification nor subject to critical evaluation, some initial allocation of possessions—what people originally own, what is theirs, prior to government interference.

Murphy's and Nagel's thesis about taxes can be generalized to land-use debates surrounding CBAs. More than just direct government support is required to establish the conditions that undergird local economic activity. Without a legal system that enforces contracts, elaborately structured corporate governance laws, strong protection of property rights, labor laws, and so forth, such activity would be impossible. Reinforcing the public/private binary only works to obfuscate this reality and squelch democratic debate about what ends and aims the economy should serve. This understanding of market

forces reinforces the centrality of deliberation in structuring the institutions that govern society, making it essential that those with interests most immediately affected by land-use decisions are present (either directly or indirectly) and all sides are required to justify their decisions to those who would be forced to live with the result.

### Summary and Implications

In 2015, Temple University filed a project submission to Philadelphia's City Planning Commission to advance its plans to build a multipurpose facility that would include classrooms, a concussion research center, and more than 28,000 square feet in retail space. Most controversially, however, the crown jewel of the project includes a 35,000-seat football stadium (Easterling 2018). The announcement triggered widespread protest among a range of stakeholders, and prompted students, faculty members, and neighborhood residents to organize a new group, "Stadium Stompers," which was intent on stopping the project from going through (Easterling 2018). The sustained protest against a proposed football stadium in the heart of a North Philadelphia neighborhood that has endured the effects of deindustrialization, incremental university encroachment into residential space, and local pro-gentrification policies have intensified underlying insecurities. "Part of what drives the opposition to the stadium," says one organizer in the movement, "is the feeling that their North Philadelphia neighborhood is being ignored, not just by Temple, but by their elected officials" (Saffron 2018). The president of the Philadelphia NAACP suggested that the new stadium be built in an upscale, white neighborhood, as the new stadium

exemplified how the voices of this historically low-income, Black neighborhood tend to be ignored at the expense of others (Nadolny 2018). Anticipating calls for a CBA, a representative of Mayor Jim Kenney's office claimed that "The Mayor has long felt that if Temple wants to go ahead with the stadium, it needs to be a situation where the neighborhood benefits as well as the university" (Easterling 2018). To date, Temple has yet to break ground on its stadium proposal.

However, what does seem clear is that the protest it triggered has pressured city officials to acknowledge that any stadium would have to be accompanied by concessionary benefits to the locals who would be affected, and likely a CBA.

This chapter aims to offer an overview of such agreements and the events leading up to them. Specifically, what are they, what sort of incentives do they give to developers, and what do critics say about them? To recap, they are private agreements whereby a developer agrees to provide specified benefits to the community in exchange for community (or representatives thereof) compliance in not disrupting the project in any way. In seeking government permit approvals—many of which trigger public approval processes—developers see that their long term interests are best served by ensuring that their projects meet the needs of the neighbors. Thus, developers are incentivized to engage in processes designed to air and address many of these concerns.

Because they give residents a degree of democratic control over the terms and conditions of redevelopment projects, it is argued that CBAs can help to alleviate threats of displacement as well as other negative externalities that flow from them. However, others contend that, rather than effectively addressing the

most important residential concerns, such agreements have proven to be easily co-opted by economic and political elites who turn them into instruments for private gain. Thus, a central question of this dissertation is whether these agreements can be effectively reformed in ways that work toward a more democratic approach to redevelopment while safeguarding them from their most recurring problems.

In chapter three, I take a closer look at some of these problems by exploring examples of CBAs. Specifically, I consider the CBAs, along with the events that lead up to them, that were forged out of the construction of Yankee Stadium CBA, the Manhattanville CBA, and the Los Angeles Sports and Entertainment District CBA. If we can get to know the social and political dynamics that furnish particular outcomes, then we can better understand the types of reforms that can be put in place that can enable such agreements to better fulfill their mandate of a more accountable redevelopment.

## CHAPTER #3

### WHO BENEFITS FROM COMMUNITY BENEFITS AGREEMENTS? EXAMPLES FROM NEW YORK AND LOS ANGELES

In chapter two, I introduced CBAs conceptually and illustrated some of their recurring shortcomings. I contended that such agreements can be instruments that give residents the opportunity to ensure that redevelopment projects work to the advantage of the broader neighborhood, as opposed to just those directly involved. However, at the same time, they often fail to live up to this potential. Critics have rightly noted that CBAs are susceptible to co-optation by those with greater opportunity to influence the resulting agreement, leaving those with legitimate concerns about how the project will affect their livelihood excluded from substantive participation in shaping the outcome. When this occurs, not only does the outcome fail to meet the needs and demands of those whose material interests are at stake, but, perhaps more perniciously, CBAs participate in reinforcing existing advantages and hierarchies, and the public no longer conceives them as a useful tool for social justice, but rather, opportunities for media savvy developers to garner public support to advance their own interests.

Moreover, I identified some of the most salient critiques of CBAs. Some, with their objections rooted in principle, contend that offering neighborhood members institutionalized channels for participation and control over the terms and conditions of development projects would result in an unreasonable encroachment on the rights of property. This objection can be found in Michael Bloomberg's denunciation of CBAs as a type of "ransom." It can also be traced to Barack Obama's own suspicions of neighborhood associations that "come out of the woodwork" to exploit redevelopment

projects for their own parochial interests (see chapter one). However, there is also a second argument levied at CBAs, which revolves around the issue of efficacy: If CBAs consistently fail to work to the advantage of the residents most adversely affected, then we should seriously question their suitability as instruments designed to advance residential interests. This viewpoint considers these agreements from an overall sympathetic standpoint, and may hold that their most fatal problem is their excessive willingness to work *with* developers' pursuit of growth-based strategies. Unquestionably, it is arguable that—at times—the coziness of CBA organizers with developers can damage the public perceptions that they truly advance the claims of the most vulnerable, and has resulted in outcomes that fail to reflect the needs of such residents. But, this outlook also fails to appreciate how the increasing political relevance and proliferation of CBAs has opened up space among residents, activists, and—perhaps most crucially—urban planners to engage in a deeper discourse about how economic growth should be attached to other important values such as equity, democracy, and justice (Fainstein 2010).

In this chapter, I move from the general critiques of CBAs to evaluating some specific examples of where *and how* these agreements have gone wrong and where they have been vital in delivering significant gains to those they purportedly represent. I examine not only the final result of the agreement, but also the means by which it was reached. In my evaluation, some of the main questions that I ask are, Which actors seemed to have the most influence in shaping the resulting agreement? Were the community benefits distributed to a small segment of participants, or were they distributed broadly and based on the expressed concerns of the locals? And, community

benefits aside, what was the nature of the relationship between the developer and the neighborhood? Getting answers to these questions is crucial, as the only way to find effective reforms to how these agreements work is to understand their most persistent problems.

The three examples that I selected for this analysis are the Yankee Stadium CBA, Manhattanville CBA, and the Los Angeles Sports and Entertainment District CBA (also known as the L.A. Live CBA). I chose to evaluate these agreements for a host of reasons. Firstly, these cases illustrate the diversity of outcomes that can result from these agreements. Respectively, the Yankee Stadium and Manhattanville agreements allow us to better understand how they can fall short of meeting residential needs, the L.A Live agreement shows a result where neighborhood needs are harnessed and addressed. And, if we want to fix CBAs by crafting reforms that remedy their most recurring problems, then it is imperative to understand where and how they err. Secondly, these three CBAs are among the most commonly cited and extensively documented in the United States. While there are indeed countless CBAs across the United States, most of them have not received the same degree of media publicity or scholarly attention, thus making it difficult to find sufficient and robust information. Thirdly, while the examples and the circumstances that surround them differ in important ways, they share an overlapping thread in that they all represent instances where the developer faces the constraint of locational dependence, as their options to “exit” are limited and they are forced to face neighborhood demands. In the case of sports franchises, the lure of municipally financed stadiums are an incentive to stay within the city boundaries. And, where in an earlier period of urban renewal, universities sought to fortify themselves from their

surroundings, since the 1990s, they have come to be known as “anchor institutions” that now embrace their urban environment, seeking to reshape it in ways that attract the upper-class tastes of students, faculty members, and researchers.

This final point is worth exploring in further detail. Since the 1990s and into the 2000s, the enlarged footprint of universities in American cities has made them increasingly powerful actors in the political economy of urban redevelopment. This point is illustrated by Harley F. Etienne’s (2012) study of the University of Pennsylvania’s push to transform its West Philadelphia neighborhood from one that faced serious controversy over the persistent crime and entrenched poverty to one that works as a major selling point in enhancing its status as a world-class institution by attracting the ‘best and brightest.’ To effectuate this, the university’s leaders sought an ambitious strategy of “institution building,” where—among other initiatives—the university launched the “Penn mortgage program” that provided mortgages to full-time employees, purchased and sold vacant and dilapidated homes to stabilize the neighborhood’s housing market, and even opened a neighborhood school (Etienne 2012). Thus, as government at federal and local levels have failed to find solutions to the social problems emanating from the mass public and private disinvestment in American cities, universities have been forced to fill the gaps in public policy. In his 2021 book *In the Shadow of the Ivory Tower*, Davarian Baldwin (2021, p. 5) generalizes the more expansive physical and economic presence of universities in American cities by dubbing them “UniverCities”

Higher education exerts an increasingly powerful hold over our cities and those who struggle to survive in its shadows. Schools have become the dominant employers, real estate holders, health-care providers, and even policing agents in major cities across the country.

Importantly, Baldwin (2021, p. 5-6) observes how the rise of the UniverCity has had deleterious consequences for the neighborhood residents excluded from the benefits of university-sponsored initiatives

And the lower-income neighborhoods and communities of color that stand in the immediate path of campus expansion, while in deep need of new investments, are left the most vulnerable. These residents face increased housing costs or even displacement amid university land developments. Many of the same Black and brown urbanites also toil in the low-wage sectors of the higher education workforce as groundskeepers and food service staff. And they often endure violence and surveillance from campus police forces.

It is true that universities are not prevented from relocating in any literal sense, and the University of Pennsylvania even contemplated moving its campus to Valley Forge.<sup>xv</sup> Ultimately those plans were scrapped and the institution chose to more fully embrace its urban identity. But, the fact that so few universities actually do relocate should give us pause to consider what this means for the sort of leverage that their neighbors can make in regard to a more inclusionary disposition toward their neighbors. Unlike universities, owners of sports franchises have a long history of utilizing their mobility to make extractive demands on municipal governments (Uberti 2014) and packing up and leaving when local leaders refuse to meet them. As Rick Paulas (2018) notes

When ownership wants a new stadium to help their bottom line, they might ask the city for a handout. If the owners don't get what they want, they sometimes threaten to leave, obliquely or more directly. Some cities cave to the demands rather than risk losing the team.

Paradoxically, however, this upper hand has not made sports franchises less likely to engage in CBAs with those living near their stadiums. In fact, sports franchises are

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<sup>xv</sup> <https://penntoday.upenn.edu/node/149544>.

among the most commonly engaged in these agreements. There can be a multiplicity of reasons why this is the case: a need to remain within city boundaries in order to receive government largess, or perhaps—if the market is particularly large or fanbase is active—the recognition that their interests are better served by remaining loyal. Similarly to universities, the decision to stay speaks to a degree of locational dependence, and even when political contention and dissatisfaction is aroused due to their actions, there is a recognition that their interests are better served through meaningful engagement with the claims of the community.

### The Yankee Stadium CBA

Boosters of CBAs claim that their democratic character is derived from the inclusive means by which the agreement is negotiated. Because these proponents—whether they be activists, pundits, or politicians—have largely ignored the pitfalls of these agreements, leaving the public without prescriptions that better enable them to serve as meaningful instruments in a more equitable approach to urban redevelopment. In this section, I discuss the Yankee Stadium CBA, which is widely recognized as one that lacks inclusion of the public, enforceability, and transparency. The end result was one that significantly skewed the distribution of community benefits towards those with sufficient political clout, while leaving those without such status to accept the burdens without the means to meaningfully affect the outcome.

Over the objections of a variety of local community members and stakeholders, the Yankee Stadium CBA was signed in 2006. The local objections to the construction of the stadium were manifold. Some complained about the over \$1 billion of public

subsidies and tax breaks that accompanied the project (Bagli 2018), while others lamented the loss of 84 acres of recreational open space (including over 25 acres of public park space) as well as destruction of 400 trees and questioned what kind of environmental impacts the stadium would precipitate. One of the more vocal civil society groups, Save Our Parks, expressed these concerns in particular

These are the most detrimental of aspects because this immediately impacts the health and well-being of the citizens who live and work in this area. The effects of asthma, chronic respiratory diseases, heart attacks and the like, are not conditions that should be considered ‘normal’ in any community; and it should not be so in the South Bronx (Save Our Parks 2006).

If, as expressed by that same group, “as go the Yankees, so goes New York City,” this fight would be a microcosm that illustrates the broader distribution of political power in the city.

In this section, I argue that the Yankee Stadium CBA is inadequate, and cannot be considered an democratic or equitable CBA largely on two fronts. To begin, as part of the CBA, the Yankee Stadium organization established the New Yankee Stadium Community Benefits Fund. The fund was created to alleviate the disruptions to community life and allay some of the principal concerns expressed by members of the Bronx neighborhoods that were directly affected by the stadium’s development. Rather than being negotiated between the team and various community-based organizations (or representatives thereof), however, the resulting agreement was reached by the team and local elected officials. Thus, despite continual community opposition, residents were excluded from any procedures allowing them to shape the resulting contract.

On the surface, the creation of a fund that would allocate money to the neighborhood’s most vulnerable groups and residents represents an expression of support

and recognition of its concerns. Specifically, the agreement's provision for a 25 percent hiring goal as well as funds for job training, the Yankee Stadium CBA seemed like a productive step in the right direction. However, as Marissa Payne (2017) notes, "the fund has been 'neglecting those who live near the stadium' as it has divided the majority of its money to groups that share board members with the team and exist in wealthier areas of the borough." Echoing this criticism, when documenting the appropriation of dollars from the fund, Micah Houser (2017) reporting shows that

Ten years later . . . an examination of the fund's public financial records and interviews with community members and a former administrator of the fund show that it has operated with little oversight or public accountability, neglecting those who live near the stadium and instead sending money to other, often wealthier parts of the Bronx that were not affected by the construction . . . The fund regularly donates to organizations with which it shares common board members. And although the Yankees provide \$35,000 a year to cover operating expenses, the fund in 2011 began to allocate 10 percent of the grants to cover its own "additional administrative costs." Those costs have never been publicly explained . . . Many Bronx organizations say they have benefited greatly from the fund. But they are generally not in neighborhoods around the stadium. Of the \$6.8 million distributed by the fund between 2008 and 2015, the last year for which records are available, only 30 percent—\$2 million—went to charities occupying the same ZIP code as Yankee Stadium or four bordering ZIP codes.

Particularly problematic is the vague language that tasks an unnamed "individual of prominence" to govern the trust's funds (Schuerman 2006). It is precisely this sort of opaque and unspecific language that renders any kind of accountability mechanisms futile, and effectively reforming CBAs will require greater transparency over which persons are tasked with distributing funds marked for community purposes. As the advocacy group Partnership for Working Families (2016) points out, what is needed is a "monitoring and implementation system that requires the parties to engage in future activities related to the CBA, and the community parties continue to hold developers accountable to its provisions over time."

Faced with unclear language and a lack of transparency as to which individuals were tasked with governing the distribution of community benefits, the Yankee Stadium CBA was unlikely to be able to prevent the worst kinds of abuses that ail these agreements. When unclear language is inscribed into the contract, those ambiguities allow for those with the most political resources to effectively undermine the contract's efficacy. This insight is elucidated by former local community board member, Lukas Herbert (who was fired for voting against the stadium) when he observed, "You could tell right away it was basically a slush fund . . . The Bronx delegation got to choose who to administer the fund they created. No person who cared about governance would come up with a system like that" (Hauser 2017).

Former City Council member Tony Avella, who at one point supported the project, was alarmed by the lack of requisite safeguards that could prevent this agreement from deteriorating into 'pay-to-play' politics, where elected officials offer a favorable vote in exchange for funds from the trust. Avella objected that

There is a fine line between negotiations trying to address a community impact that a particular project might have and shaking down a developer . . . I am getting a little bit concerned about it: A sizable amount of money is being distributed in return for a project (Schuerman 2006).

From his point of view, the sheer amount of money being transferred was enough to require greater oversight. The imperative for further regulation was doubly important for two reasons. The fund's stated justification, which was that it would provide relief for those adversely impacted by not only the stadium's construction but also its continual operation. But also, it merited extra scrutiny *because* it required the approval of elected officials who could be easily swayed by improper influences, and even the perception of

corruption could call the integrity of the project into question, and hence the legitimacy of the CBA.

In addition to the absence of sufficient transparency surrounding the distribution of the community fund, the stadium was constructed in opposition to the local opposition and without the participation of the local residents. Ideally, CBAs are the product of negotiations between a developer and a cross section of neighborhood representatives. Although municipal governments do have a legislative role, I fear that including elected officials directly in negotiations risks the possibility that they themselves can become sources of power. In this particular agreement, as opposed to soliciting the broad views of the neighborhood and incorporating them into an agreement, the Yankee Stadium CBA was brokered between the team's representatives, the Bronx borough president, and the Bronx Delegation of the New York City Council (Salkin 2007), while no community groups were involved in the agreement's creation (deMause 2022).

One of the principal justifications for public subsidization of sports stadiums is the incalculable civic benefits they confer. Political philosopher Michael Sandel (2005, p. 82) made this point when he noted the "sweaty, egalitarian intensity" of individuals of different social backgrounds rooting for their city's team. Similarly, however, the politics that surround stadium development can illustrate the degree to which the decisions that most affect our lives can be decided by just a few powerful individuals. While, unfortunately, the case of the Yankee Stadium CBA is an example of the latter, it is instructive by exemplifying how the stadiums that house the egalitarian impulses described by Sandel can be predicated on deception, resentment, and exclusion of its neighbors.

## The Manhattanville CBA

In the previous section, I underscored that one of the biggest obstructions to a democratic CBA is the prevalence of unclear language built into the agreement as well as the lack of effective transparency in administering the fund. In the case of Yankee Stadium, those who exerted the most influence over the distribution of community benefits were never held accountable to whom they claimed to represent: the residents. As CBAs were originally intended as institutions designed to force developers as well as elected officials to justify their land use decisions, their susceptibility to cooptation has inverted this role. In this section, I discuss the West Harlem Community Benefits Agreement (also known as the Manhattanville CBA), and will contend that it similarly failed to meet sufficiently democratic standards.

Starting in 2001, with assistance from the local government, Columbia University explored the prospect of acquiring roughly seventeen acres of property in New York City's Manhattanville neighborhood for the purposes of constructing new educational and research facilities for a satellite campus. By 2007, the New York City Council approved the university's plan to invest \$7 billion into Manhattanville over the next 25 years. The city's then-Deputy Mayor Daniel Doctoroff touted the plan, arguing that, "The university's expansion is critical because the success of this city in the future will be a function of us having a diversified economy, and having science and technology as a key component of that diversity" (Williams and Rivera 2007). Meanwhile, Columbia's president Lee Bollinger celebrated the potential of the project for all stakeholders while highlighting the competitive pressures to keep up with its Ivy League counterparts that

are driving the imperative to expand: “This is a great moment for the university, for the city and we hope for the communities around us . . . Expansion is a critical requirement for us to remain one of the great universities of the world” (Williams and Rivera 2007).

Despite receiving the acclaim of local political and university elites, the project has not been as eagerly embraced by long standing residents of West Harlem. In fact, the push to build the satellite campus was fought on a few grounds. Part of what sparked outrage was the city’s use of eminent domain to assist Columbia in acquiring the property. Nicholas Sprayregen, a local property owner who waged a public fight against the expansion, and specifically the city’s use of eminent domain in authorizing the transfer of his property to Columbia, decried the arrangement: “Property rights abuse is running rampant, but what’s unique in this instance is that eminent domain always seems to be used against the down-and-out, people who can’t afford to fight back in a meaningful way” (Finn 2008). While Sprayregen’s status as a multimillionaire and owner of a successful storage company fails to match his populist-style rhetoric, his sentiment did resonate with those who fail to see how most redevelopment projects contribute to the well being of the locals. This skepticism is perhaps best captured by resident Jordi Reyes-Montblanc, “Whenever people come to the community to develop something, it is seldom, if ever, resulting in any benefit for the people who have made this place real” (Schuerman 2007). Others, however, worried that the expansion would portend the erasure of the character of a neighborhood filled with grit and cultural particularity. These concerns were magnified when it was floated that Columbia brand their expansion as a “White Harlem Renaissance” (Baldwin 2021, p. 92). Historian and Manhattanville resident Eric Washington articulated this point when he claimed

It [Manhattanville] had a funkiness to it, and I was an advocate for preserving a lot of that funkiness,” said a historian and Manhattanville resident Eric Washington, “I do not like to see things become completely sanitized, because you are washing away the soul of a place, when you do that” (Kensinger 2018).

To be sure, expressions of anger at Columbia for its expansionary tactics have persisted for decades. In his book *Building the Ivory Tower*, LaDale Winling observes Columbia’s history of aggressively utilizing urban renewal programs “in pursuit of an urban vision for the educated class, creating a robust, post industrial urbanism in which jobs, housing, and services were clustered around universities instead of factories” (2018 p. 106-107). For many in the area, the memories of 1968, when Columbia officials sought to construct a private gymnasium in the middle of adjacent Morningside Park that, while would be open to the public, included separate entrances for the school’s predominately white students and the areas largely Black residents, as well as offer only limited hours for community members (Baldwin 2021, p. 31). The plan was derisively labeled “Gym Crow,” and triggered student-led occupations of the school’s facilities as well as one of the largest mass arrests in New York City history.

Columbia President Lee Bollinger sought to assuage residential anxieties by pronouncing, “I have done everything I can to put the ghost of the gym behind us,” and assuring, “Columbia is a different neighbor now” (Baldwin 2021, p. 92). Part of that plan was to engage the neighborhood in a CBA. Unlike the Yankee Stadium CBA, the Manhattanville CBA showed initial promise. Weekly meetings began in September 2006 to discuss a wide range of issues to be addressed in the CBA: housing, employment and economic development, education, environment, transportation, arts and culture,

community facilities, and historic preservation.<sup>xvi</sup> Moreover, seeking to avoid the apparent conflicts of interests that plagued the agreement over Yankee Stadium, the Community Board initially intended to exclude elected officials from participation. Ultimately, a CBA was forged between the university and the West Harlem Local Development Corporation (WHLDC). In contrast to the Yankee Stadium CBA, when staffing the board of representatives to negotiate on behalf of the West Harlem residents, the West Harlem community board selected representatives from varied backgrounds ranging from public-housing projects, local business organizations, and property owners. The intention was to choose “representatives from different constituencies, rather than heads of organizations that might benefit from the agreement” (Schuerman 2007). But, these democratic hopes faded when the perception grew that political elites were eager to establish firm control over the development corporation. They reasoned that if they were going to be asked to enforce the agreement, they should have a say in shaping its terms and conditions. As Davarian Baldwin (2021, p. 101) documents, out of 15 WHLDC board members, seven were appointed by politicians and persons with sympathies to Columbia, including US Representative Charles Rangel and Manhattan Borough President Scott Stringer. By inserting themselves into negotiations, political elites greatly diminished public confidence that the resulting agreement would faithfully reflect the wishes and welfare of the residents of West Harlem. CBA scholars Patricia Salkin and Amy Lavine (2008) encapsulate this very point when they observe that “including elected officials proved detrimental to the process, as perceptions arose that these individuals

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<sup>xvi</sup> For the full text of the Manhattanville CBA, see <https://gca.columbia.edu/sites/default/files/2016-11/CBAAgreement.pdf>.

were not representing the true interests of the community and that they were inappropriately controlling negotiations.”

Moreover, West Harlem residents challenged Columbia’s claim that the resulting CBA was genuinely inclusive of all members interested in participating. In a neighborhood that consisted of a large number of native Spanish speakers, inclusion required special efforts to reach them in the language they felt that they could more effectively make their political voices heard. When discussing the university’s outreach efforts, Davarian Baldwin (2021, p. 101) underscores this point, “not only was there little outreach about community benefits, but efforts certainly didn’t address the large population of nonnative English speakers in the community.” One neighbor, Daniel Nuñez discussed how a language barrier precluded he and his cousin—both from the Dominican Republic—from meaningful participation in the agreement

What the hell was a community benefits agreement? I didn’t understand and he knew less than me! He’s an American, born and raised in Harlem . . . that speaks English. How is it that they expected me, someone who doesn’t know a drop of English to understand what this agreement meant? To this day, I don’t know what it all means (Baldwin 2021, p. 101-102).

This experience underscores how granting all residents the mere formal opportunity to participate in the creation of an agreement fails to address the diverse barriers to substantive engagement. In this instance, one way for Columbia and the WHLDC could have offset the inequality in participation could have been to commission community organizers and well known civic groups to engage to inform the locals in their native languages about the project and how they can get involved.

For those seeking to bend CBAs in a more democratic direction, the Manhattanville agreement left much to be desired. At key transition points, what looked

like a promising start devolved into an agreement that was subverted toward the interests of the city's economic and political elites. The sources of failure of this agreement are largely twofold. Firstly, there was a lack of adequate safeguards against the possibility that political elites could intervene in deliberations over community benefits and manipulate the process toward their own interests. Reforming CBAs will depend on the extent to which they can minimize being influenced by politicians who possess greater articulatory abilities, knowledge, social connections, and economic resources. Secondly, in a neighborhood that is both culturally and linguistically diverse, it is essential that meaningful efforts are made to mobilize these various constituencies on their terms, and the effect of the failure to do so is a form of political exclusion. In this case, a substantial portion of West Harlem left without the ability to seriously engage in the terms and conditions that shaped the CBA.

#### The Los Angeles Sports and Entertainment District CBA

One of the most attractive dimensions of CBAs is their capacity to unite groups whose interests have traditionally clashed in debates over urban redevelopment. From the viewpoint of developers, land use policies should be geared toward promoting economic growth and profitability, while residents express concerns over the effects of these policies, such as the prospects of cost of living increases and loss of their particular cultural ties and histories. However, an evaluation of the Yankee Stadium and Manhattanville CBAs, respectively, force us to question their reliability to consistently bridge these clashing interests. These questions emanate from the prevalence of vague and imprecise wording inscribed into some agreements, the ability for self-interested

elected officials to insert themselves into developer-neighborhood negotiations, and an absence of substantive neighborhood outreach to engage a large swath of diverse residents make the possibility of an inclusive agreement impossible. However, not all CBAs result in these outcomes, and some have been heralded as genuine successes. In this section, I focus on one of them: The Los Angeles Sports and Entertainment District CBA (also known as the L.A. Live CBA).

The L.A. Live CBA was forged in 2001 between the L.A. Arena Land Company and Flower Holdings, LLC and a coalition of five unions, 28 community groups, and over 300 residents known as the Figueroa Corridor Coalition for Economic Justice (FCCEJ). The agreement was large and multipurpose, from which the developer was able to construct a hotel, a 7,000-seat theater, a convention center expansion, a housing complex, and plazas for entertainment, restaurant, and retail businesses. In exchange for delivering its support of the development, the neighbors received a “first source” hiring plan that would prioritize local residents, job-training, programs, public park construction, affordable housing development, a developer-funded residential parking program, and a living wage policy (Raffol 2012).

While the L.A. Live CBA is unique in that the range of community benefits won by the residents is much more comprehensive and sensitive to the particular concerns of the surrounding residents relative to the other agreements that I have considered in this chapter, it is perhaps more important to understand some of the key factors that were instrumental in delivering this outcome. One question worth asking is, What were the principal *terms or relations of interaction* both *within* the community-based coalition and *between* it and the L.A. Arena Land Company and Flower Holdings, LLC and the

FCCEJ? If we can understand how these dynamics played out beneath the surface, we can have a better grasp of why this agreement is widely seen as a success.

Until this point, I have described the dominant viewpoint toward CBAs by developers as being burdensome and onerous. The essence of this sentiment is epitomized by one elected official's critique: "If you do it for one [community], then every time you do a major project in a neighborhood, everybody's going to be crying that they want a CBA, so where do you begin and where do you stop?" (Cain 2014, p. 949). If such agreements are signed, they are generally done so in spite of explicit conflict or through much tension among political and economic elites. However, as Gross et al. (2005, p. 29) observe, the relationship between FCCEJ and the developers was "good" and the L.A. Arena Land Company and Flower Holdings, LLC pledged to implement the agreement as well as its stated benefits "to the letter and beyond." However, regardless of unique dispositions of the developers involved in this (or any) particular agreement, it is critical to recognize that many developers recognize that the benefits imposed by a CBA outweigh the potential costs involved, and this makes finding common ground with the community a good strategy to get a project approved by city officials and avoid expensive legal battles. This is precisely the logic that Cliff Goldstein, a partner in one of Southern California's largest commercial developers articulates when he says, "The best way to get our project approved is to join the community. Once we've crafted an agreement, we walk hand-in-hand downtown to the council. We become a formidable foe if someone wants to make us their foe" (Meyerson 2007).

Rather than seeing protests from the neighborhood as an unacceptable burden and incompatible with their long-term plans of profitability, these developers adopted a

mindset that was more amenable to neighborhood concerns. They saw that their self-interest would most effectively be served by working *through* as opposed to *against* the locals. While it is possible (though perhaps unlikely) that developers like Goldstein have adopted this stance out of pure altruism, there are alternative explanations that help us better comprehend the rationale behind this inclusive rhetoric. In her evaluation of the L.A. Live CBA, CBA scholar Laura Wolf-Powers (2010, p. 13) emphasizes that “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.” Wolf-Powers (2010) simultaneously notes that because city council members are politically incentivized to avoid voting in favor of subsidizing projects that are unpopular with the public, developers are similarly incentivized to gain the support of the public. Taken together, these observations are what account for the qualitative difference between this agreement and two New York City CBAs that I considered above.

Moreover, the developers in this case faced a qualitatively different type pressure from below. While in the previous examples, the respective developers did face local resistance, elites were able to placate these demands with the mere appearance of an inclusive and responsive agreement. In her influential essay “A Ladder of Citizen Participation,” Sherry R. Arnstein (1969, p. 220-221) notes that *placation*, or creating the illusion of participatory planning processes, is a principal tactic deployed by elites to gain widespread support for initiatives that benefit only their own purposes. In the Yankee Stadium and Manhattanville CBAs, respectively, what was lacking was the civil society infrastructure that could effectively channel and organize the diverse concerns and demands of the citizenry and bring them to the negotiating table. In the L.A. Live CBA,

this function was served by Strategic Actions for a Just Economy (SAJE). The goals of SAJE, as stated by its founders Gilda Haas and Kent Wong, were “‘economic justice’ and ‘organizing for social change’ by establishing ‘political power’ and ‘intellectual power among the people who live here’ to help shape development in ways that benefit local residents” (Saito 2012, p. 139). Whereas in the other agreements, developers were able to negotiate selectively with those groups—usually representatives of the building trades—with the least threatening demands or with politicians claiming to be standing in for their constituents directly, social justice minded organizations encouraged a more participatory ethos from the public.

The additional dimension of experience should not be ignored as a factor that distinguished the L.A. Live CBA from the others I have discussed. The first recognized CBA, known as the Hollywood and Highland CBA, took place in Los Angeles in 1998. Moreover, scholars emphasize the overarching ethos of social movement unionism (SMU) that undergirded the philosophical approach among the groups involved as well as residents. SMU, sociologist Cassandra Engeman (2015, p. 446-447) describes, is a form of contentious politics that incorporates grassroots mobilization, organizing traditionally underrepresented groups, use of direct action tactics in contract campaigns, and active member participation in decision-making to achieve desired political results. This more participatory approach was spearheaded by the nonprofit organization Los Angeles Alliance for a New Economy (LAANE) which engaged in research, put forth policies, developed campaigns, built coalitions, and sought to address the concerns of low-income workers (Saito and Truong 2015, p. 269).

However, for all of its success in encouraging citizens to get involved in the planning of their built environment, the shortcomings of the agreement must be noted. Observers note that the agreement suffers from the inability for the neighbors to enforce and hold developers accountable to their obligations. For example, developers who fail to meet the living wage goal are exempted from doing so as long as they make living wage reports that explain their inability to do so. Moreover, businesses otherwise bounded by the CBAs requirement that 50 percent of their workers come from a pool of local applications are assumed to be in compliance if they keep records, notify “timely notice” of openings, and hold positions open for such applicants for a designated period of time (Cummings 2007/2008, p. 72). These problems notwithstanding, the L.A. Live CBA was crucial to establishing a precedent that activists and residents could look to for future agreements in Los Angeles and nationwide (Saito 2012, p. 143-144).

In contradiction to the respective Yankee Stadium and Manhattanville agreements, the L.A. Live example illustrates that when there is a civil society infrastructure in place that fosters coalition building among diverse interests as well as encourages a more efficacious citizenry that demands the opportunity to make its political voice heard, CBAs can serve as valuable instruments for more broadly shared benefits from economic development. In the examples of the Yankee Stadium and Manhattanville CBAs, respectively, developers and political elites circumvented direct negotiations with a broad base of neighborhood interests. Thus, additionally, it is important not simply to consider the particular rhetoric of the developer, as they can publicly proclaim to be ideologically in step with serving the interests of the residents. While this sentiment may be true, that the approval process and availability of public

subsidies requires gaining a sufficient degree of public support strongly motivates developers to display a heightened interest in addressing the expressed wants and needs of the locals.

### Summary and Implications

In their 2016 book *Claiming Neighborhood*, urban planners John Betancur and Janet Smith observe that the increasingly entrenched socioeconomic disparities shaping Chicago reveals “a city that is becoming more polarized, diverging further into gentrified and ghettoized neighborhoods with few placed in between” (Rast 2019, p. 257-258). If many American cities are becoming, as political scientist Joel Rast has dubbed “dual cities,” a few important questions emerge: Can we reverse the tide of this movement? And what is the role of CBAs in advancing the reversal?

This chapter demonstrates that the answer to the second question that I posed is one of ambivalence. Some CBAs, specifically L.A. Live, are celebrated by social justice advocates. For example, former executive director of the Los Angeles Alliance for a New Economy Madeline Janis-Aparicio observed that, “Bringing all these groups together showed how housing relates to jobs relates to environment. These are holistic people with holistic needs, and to have a developer take that into account . . . is just amazing” (Romney 2001). Others claimed, “I’ve never heard of an agreement that’s as comprehensive as this,” and that it serves as a “model” for the nation (Romney 2001). I have argued that the success of this agreement is attributable to a civil society infrastructure of experienced organizations that actively encouraged and promoted widespread pluralistic participation among the locals living near the project. Faced with

these circumstances, it was increasingly difficult for developers to co-opt the movement by selectively negotiating with an unrepresentative segment of the population. While perhaps a model for inclusion, the L.A. Live CBA suffered from other deficiencies. As noted above, the agreement failed to sanction the developer for failing to comply with portions of the agreement that deal with living the wage goal and locally sourced hiring.

The relative success of the L.A. Live CBA must be juxtaposed with the counterexamples of agreements that failed to fulfill the objectives of greater residential control over the terms and conditions of redevelopment projects. In the Yankee Stadium CBA, the money put into the Community Benefits Fund failed to make it to those for whom it was intended. In his analysis of this “terrible” agreement, Neil deMause (2017) sums it up

An examination of the fund’s public financial records and interviews with community members and a former administrator of the fund show that it has operated with little oversight or public accountability, neglecting those who live near the stadium and instead sending money to other, often wealthier parts of the Bronx that were not affected by the construction.

Similarly, when asked, former city council member Maria del Carmen, who helped establish the fund, recalled that she did not remember how the board was selected. When asked about the political connections of some of the board members, she responded: “This is a small city. You can’t go very far without knowing anyone” (deMause 2017). If CBAs are going to serve as productive instruments for a more democratic approach to urban redevelopment, then it is imperative that reforms to them minimize opportunities for the kind of corruption described above. Not only should such boards be open to public oversight, but local residents should also have the opportunity to be seated on

them. Additionally, a principal problem facing this agreement was that imprecise language that made it practically unenforceable.

Similarly to the Yankee Stadium agreement, the Manhattanville CBA exemplifies how such agreements can be captured by the politically powerful and their ends subverted from public benefits to private gain. Quickly after the process began, powerful political officials sought to control the WHLDC, which as the sole signatory of the agreement, was given \$96 million to spend toward education, employment, and housing. John Goldstein of the Partnership for Working Families observes that is incumbent on all CBAs to avoid breaking the “cardinal rule” of allowing negotiators of such agreements to benefit monetarily: “Whether it’s improper or not, it gives the appearance of groups getting bought off, and it’s never a good idea” (deMause 2022). Moreover, the Manhattanville agreement gives an opportunity for those seeking to reform CBAs to appreciate the need to pursue conscious efforts aimed at promoting broad-based residential turnout. This requires that, particularly in ethnically diverse neighborhoods, those charged with organizing the CBA should prioritize communicating with and engaging residents in their native languages.

## CHAPTER #4

### COMMUNITY BENEFITS AGREEMENTS AND DEMOCRATIC THEORY

In chapter three, I considered three examples that highlight some of the factors that influence CBA<sup>xvii</sup> outcomes. These examples illustrate the tensions and difficulties that arise between developers, community interests, and local elected officials when negotiating an agreement. I observed that in some cases, CBAs do serve as a vehicle for various neighborhood stakeholders to make their preferences and interests known and also deliver on a range of desired community benefits. In other instances, however, they have proven to be vulnerable to co-optation by powerful civil society groups and political elites as instruments for self-enrichment at the expense of a freely and fairly negotiated agreement. Addressing the challenge of improving these agreements rests on ensuring that the processes and procedures that lead up to them are inclusive, transparent, and guarantee impartial enforcement of the resulting agreement.

The Yankee Stadium and West Harlem-Columbia University agreements were marketed as being in the interests of all affected stakeholders, although the expected benefits to the community never materialized. From the beginning, the Yankee Stadium project was constructed despite manifold objections raised by members of the neighborhood. Criticisms of the project were manifold, from the loss of open recreational space as well as the over \$1 billion in public money and tax breaks that went

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<sup>xvii</sup> As defined by Julian Gross (2005), a community benefits agreement is “a legally binding, private contract between a developer and community-based organizations, under which the developer commits to providing specified community benefits through a proposed development project, and participating community groups agree to support the project in the governmental approval process.”

towards the stadium's construction. Likewise, the West Harlem-Columbia University agreement prompted worries about the loss of the community's 'authentic' pre-gentrification culture. For example, it was noted that one resident desired to preserve the "funkiness" of Manhattanville. Moreover, intervention by local politicians who obstructed university-community discussions signaled a loss of community voice over the terms and conditions of the agreement. Notably, in both of these examples there was an absence of broad-based community networks that could leverage the power of those affected to mobilize sufficient pressure on developers. As a result, the bulk of the distribution of community benefits was skewed towards those with the most political resources.

In contrast, the circumstances surrounding the L.A. Live agreement were markedly different. There, developers saw that their interests were best realized by working *with* the community rather than against it. In this case, the developers publicly supported negotiating with the community, pledging to enforce not only the letter but also the *spirit* of the resulting CBA. In the lead up to developer-community negotiations, there was no attempt by the L.A. Arena Land Company and Flower Holdings, LLC to subvert or co-opt discussions; nor—contrary to the West Harlem agreement—was there any attempt by local elected officials to insert themselves (and their interests) into deliberations. Lastly, as home to the country's first CBA in 1998, the presence of an already existing civil society infrastructure strengthened and served to safeguard against a captured<sup>xviii</sup> agreement.

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<sup>xviii</sup> In chapter two, I labeled an agreement that was practically unenforceable, does not allow for effective opportunities for participation among affected interests in creating the agreement, or the range of participants is limited to a few strategically selected interests.

As an empirical matter, these agreements have an inconsistent record of substantively<sup>xix</sup> representing the interests of the nearby community. However imperfect, I contended that CBAs are important instruments that give residents the opportunity to control the terms and conditions of development projects to promote their interests. Therefore, in chapter five, I will consider a few proposals for reforming them, allowing them to better align with their essential purposes. However, in this chapter, I further problematize CBAs by borrowing central insights from democratic political theory in order to better understand their relationship to the state, their tendency to amplify the interests of the particular interests over the whole, and consider whether their disposition to consensus and compromise give developers too much agenda-setting power in negotiations. In particular, I make three claims.

Firstly, as they are currently practiced, CBAs represent an abdication of the state's traditional responsibility of providing a level of material means to its citizens. Their effect is to force residents to organize and bargain for goods and services by extracting them from private developers. When successful, the range of benefits provided by CBAs can indeed be substantial, but the *source* of the goods is the relevant point here. Many liberal theories of distributive justice see *the state* as *guaranteeing* a minimal level of basic material goods. By essentially privatizing the goods that governments are typically responsible for providing either directly or indirectly, the effect of CBAs is to make accessing goods such as health care, education, and affordable housing contingent upon a variety of largely unpredictable and contingent circumstances. Thus, to borrow Wendy

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<sup>xix</sup> By “substantively,” I mean whether an individual’s or group’s interests are *actually* advanced.

Brown's (2015) characterization of neoliberalism, these agreements participate in a "stealth revolution" that alters the relationship between the state and its citizens. In addition to this, because the objects that CBAs distribute focus principally around material goods and resources, they downplay the value of noneconomic goods that contribute to the cultural (re)production of the community.

The second point that I underscore in this chapter is that since they allow interest groups and associations (as opposed to ungrouped individuals) to engage in deliberations, CBAs face a chronic susceptibility to co-optation by particularized interests. The "voluntary response problem" or "self-selected" participation is one that democratic theorists have long understood as a formidable threat to the promise of democratic equality (see Mansbridge 1983; Lijphart 1997; Leib 2004; Fishkin 2018), and it is one that similarly vexes designers of CBAs and other institutions aimed at enhancing local control. If CBAs cannot guarantee a degree of equality in voice, then they cannot work as vehicles of genuine community empowerment over redevelopment issues.

Finally, I address some of the essential dilemmas of deliberation's desirability by probing the shortcomings of "third way" consensual politics that CBAs reflect. Boosters identify their disposition toward compromise as a point worth celebrating; emblematic of this positive sum perspective is the title of Laurie Kaye and Jerilyn Lopez Mendoza's 2008 report on CBAs: *Everybody Wins*. Then, I reconsider the emphasis that proponents of CBAs place on the primacy of consensus and compromise in political activity. In relation to CBAs, there are two main problems with this approach. The first is that since these are agreements between a slew of factionalized neighborhood interests and a single developer, negotiations *do not* take place among a "community of equals" (Rancière

1995). Given the absence of an initially equal playing field, any claims about the ‘unanimity’ of an agreement are inherently suspect. Further complicating this claim is the fact that because the developer is both the owner of the project (and hence the distributor of the economic goods) *and* also participates in deliberations, the built-in power asymmetry makes them unable to be forces for substantive community self-determination.<sup>xx</sup> Secondly, while a particular agreement may gain the support of a majority of actors and civil society groups, it may still be insufficiently sensitive to the needs of those with the least amount of bargaining power. This point has been recognized as a universal problem of most deliberative settings, as Lynn Sanders (1997) has noted, they “carry a risk that particular perspectives and interests will be effaced, especially the interests of minorities or oppressed groups.”

In line with Jason Brennan’s (2012 p. 69) sardonic quip that democratic theorists “love democracy so much that they wish to see democracy in every aspect of life,” some contend that the most effective way to improve CBAs is to inoculate them with *more* democratic participation from rank and file community members. Influenced by the “participatory” tradition of democratic theory (Pateman 1970), urban theorist Murtaza Baxamusa (2008) has called for making CBAs more accommodative of community organizing, coalition building, and democratic deliberation as a means of building “community empowerment,” making them more amenable to “social transformation.” But, while I sympathize with this vision, I caution that—at least as presently

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<sup>xx</sup> In fairness, this point to democratic institutions applies broadly. As Adam Przeworski (2018 p. 107) notes, “Formal political equality—institutions that provide citizens with equal procedural opportunities to influence political decisions—is not sufficient to generate equality of actual influence over the outcomes because effective political influence depends on the resources that people bring to political life.”

constituted—such emphasis on mass participation can yield unintended consequences that contravene those democratic aspirations. This chapter will detail some of these negative consequences.

### Private Politics or Distributive Justice?<sup>xxi</sup>

CBAAs are instruments by which a range of community benefits are distributed by a developer to a host of affected interests. One of the most significant problems facing them is that such benefits are oftentimes distributed in ways that benefit only a segment of stakeholders. Because of their formidable role in not only distributing material goods but also shaping the cultural makeup of a community, pressing questions should be raised regarding how CBAAs fit into a broader discussion of distributive justice and the local community. In this section, the central questions I address are twofold: How neatly do CBAAs fit within a broader theory of liberal distributive justice? And, do they do enough to safeguard and preserve the longstanding cultural legacies that risk being erased in the processes that promote gentrification?

The question of how social institutions should allocate goods and resources is as old as political philosophy itself. In the Aristotelian sense, distributive justice asks how political offices and status—as opposed to basic economic entitlements—should be distributed. The relevant questions were: What are the requisite qualifications for the right to rule? How should positions for political office be allocated? As for the distribution of property holdings, as

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<sup>xxi</sup> I use “distributive” and “economic” justice synonymously.

Samuel Fleischacker (2004, p. 5) “the ancient principle has to do with distribution according to merit . . .” “It makes no sense, in his [Aristotle’s] framework to think anyone could deserve something merely because she needs it.”

Contemporary debates about distributive justice diverge sharply from their ancient predecessors. With notable exceptions (mainly from libertarians<sup>xxii</sup>), liberal theorists contend that the state should make available to *everyone* a minimum amount of economic entitlements *regardless* of merit (Fleischacker 2004). David Miller (1999, p. 1) explicates this succinctly when he says that the topic of distributive justice hovers around “how the good and bad things in life should be distributed among the members of a human society.” The distributivist ethic of a more “activist” brand of liberalism is neatly articulated by Bruce Ackerman and Anne Alstott (1999, p. 24), who set out to find a variant of liberalism that “(a) takes individualism seriously, (b) recognizes that each individual’s starting point in life is shaped by a confrontation with his economic and educational opportunities, and therefore (c) grants the state a potentially constructive role in the just distribution of these opportunities.”

Ackerman’s and Alstott’s vision of a “stakeholder society” is useful in highlighting some relevant similarities to CBAs in addition to shortcomings of liberal conceptions of economic justice and their relevance to discussions around CBAs. Their proposal grants each citizen a lump-sum payment of \$80,000 on their twenty-first birthday. While this proposal does not address CBAs, specifically, it has important implications for constructing better agreements

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<sup>xxii</sup> But, for a libertarian argument that embraces the precepts of social justice, see Tomasi (2012).

across at least three dimensions. The first dimension of overlap is *temporality*.<sup>xxiii</sup> Conceptually, CBAs and Ackerman and Alstott's 'stakeholder' proposal are predicated on a one-time payout, therefore it is incumbent upon each recipient to use their share prudently. "This is a key decision in your life," they say, "Don't blow it" (Ackerman and Alstott 1999, p. 39). The second dimension of overlap is emphasis on *procedures* as opposed to guaranteeing specified outcomes. This becomes problematic when applied to CBAs because some agreements are structured unfairly from the start, and if bias is baked into the procedures, there are no do-overs for those who legitimately feel cheated. A final dimension of overlap is an emphasis on the value of *individualism*. While it is commonplace in the urban redevelopment literature to evoke imagery of public-spirited residents coming together to debate the needs of the community, the ends of CBAs are fundamentally individualistic. This emphasis is reflected in the transactional nature of these agreements, where after lobbying for their own narrow interests, a sum of benefits is distributed (equitably or not), and each stakeholder takes advantage by pursuing their own ends and aims.

But, where designers of CBAs can learn from Ackerman's and Alstott's proposal is not just in the *guarantee* of a benefit, but also in the means by which it is ensured. For them, the government is tasked with regulating and administering the grant to each citizen. In contrast, the most central problem facing CBAs is precisely the hands-off approach that local governments have taken to ensure they fulfill their intended purposes. In conjunction with a host of other substate

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<sup>xxiii</sup> This aspect of CBAs will be revisited in chapter five.

institutions that “individually or together produce distributive effects,” (Miller 1999, p. 12) I argue that they *ought to* fall under the purview of governmental regulation.<sup>xxiv</sup> To be sure, the concept of economic justice need not entail “some central distributing agency that assigns resource quotas to persons,” but is better understood to address “the ways in which a range of social institutions and practices together influence the shares of resources available to different people” (Miller 1999, p. 11). This characterization is invaluable, as it creates room for a more decentralized approach to the pursuit of economic justice that leaves space for experimenting with alternative approaches to achieving socially desired outcomes. Ideally, CBAs could serve as one such approach; however, part of their failure is derived from the absence of comprehensive regulation and oversight by governmental entities that could remedy their ad hoc procedures and inconsistent outcomes. The remainder of this section will focus on some central issues triggered by this problem.

To some, as presently constituted, CBAs are best seen as one vital component of a more progressive approach to urban policy. Exemplifying this viewpoint, Virginia Parks and Dorian Warren (2009, p. 90) posit that CBAs “in particular, are part of this larger strategic repertoire of redistributive tactics advanced primarily by community-labor coalitions . . . with the long-term purpose of redistributing the benefits of new urban development to less-advantaged communities, residents, and workers.” The central problem with the argument put forth by Parks and Warren, as I have argued, is that it ignores the fact that these

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<sup>xxiv</sup> Specifically how to do this will be explored in chapter five.

agreements fail to reliably and consistently deliver a minimum amount of social goods, thus forcing us to reconsider their centrality in policy platforms attempting to reprioritize economic justice in the community.

To restate, most liberal notions of distributive justice ensure some *fundamental entitlements* to economic goods and resources, but in effect, CBAs privatize this right, thereby inverting the concept. In some key aspects, CBAs resemble what Matthew Amengual (2018, p. 32) refers to as the “private politics” of Bolivian mining firms. Amengual identifies that the mining companies in that country face “distinct incentives” for maintaining a favorable social climate

When enclaves are fragmented in terms of the economic interests of the population and local social organizations, firms bargain with groups that constitute a small fraction of the population and, consequently, request targeted benefits. By contrast, when enclaves are cohesive, firms tend to bargain with groups that consider the interests of the entire enclave and, consequently, request public goods and shared benefits.

The lessons from this example<sup>xxv</sup> is that, rather than substantively improving living conditions by securing distributional outcomes that promote greater equality in wealth and power, CBAs embody a neoliberal<sup>xxvi</sup> political economy that, by publicly proclaiming ‘equitable development’ and ‘progressive planning,’ obfuscate the subtle mechanisms that they use to perpetuate an upward redistribution of public resources *as well as* an abdication of the government’s responsibility to provide a measure of

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<sup>xxv</sup> For another, see Fox-Rogers and Murphy (2015).

<sup>xxvi</sup> For an outline of the basic principles of “neoliberalism,” see Hytrek and Zentgraf (2008, p. 7). Neoliberalism is predicated on two major ends: rule of the market in conjunction with an emphasis on individual responsibility. Some basic policies of this political-economic philosophy include reducing the power of organized labor and the size of government, tax cuts (for corporations and the wealthy), and deregulation of the economy.

nonexclusive public goods. This interpretation sees CBAs less as vehicles for addressing the broad needs of the community, and identifies them more as responding to the interests of particularly powerful groups while ignoring those with a few resources to shape the agreement.

What is more, it is arguable that the *effect* of CBAs reflects a deeper and more pernicious influence of ‘stealthily’ altering liberal conceptions of economic justice. Here, it is vital to emphasize Wendy Brown’s identification of the subtle nature of how neoliberal discourse “transmogrifies” traditional political vocabularies. Contemporary thinking on distributive justice involves *fundamental* rights and entitlements “of all people to a certain socioeconomic status . . . because poverty is an affront, indeed a justiciable injury, to people as human beings” (Fleischacker 2004, p. 79). But, the hegemonic discourse of responsabilization, or the “moral burdening” of “forcing the subject to become a responsible self-investor and self-provider” rescinds this right, rendering it a private, no longer justiciable, issue (Brown 2015, p. 84). As a result, what portends is a “diminished,”<sup>xxvii</sup> or ‘downsized’ democracy, where “institutions operate increasingly to disaggregate and depoliticize the demands of citizens” (Crenson and Ginsberg 2002, p. 14).

But, *even if* CBAs are made to be more inclusive, more transparent, and their outcome is fully and impartially enforced, could they still be said to yield a just result? Critics of the kind of redistribution I have presented claim that such theories place too much emphasis on distributing *economic* resources such as income and other material

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<sup>xxvii</sup> I borrow this characterization from Theda Skocpol (2003).

means while neglecting equally valuable nonmaterial social goods such as self-governance, dignity and self-respect, and the values of community and place. By and large, CBAs follow the ‘resourcist’<sup>xxviii</sup> approach adopted by many liberal theorists of social justice such as David Miller and Ackerman and Alstott. Critics of the resourcist model contend that such conceptions unjustifiably exclude noneconomic goods such as powerlessness and cultural deprivation that prompt communities to fight urban redevelopment processes. Iris Marion Young (1991, p. 15) would rightly contend these agreements are trapped within the “distributive paradigm” of justice that, and her thicker and more far-reaching concept of social justice seeks “the elimination of institutionalized domination and oppression.” Because they stop short of a more radical approach that fully democratizes decision making over the built environment<sup>xxix</sup>, CBAs are limited to negotiating a more acceptable distribution of inequalities throughout the community without *a*) giving residents sufficient opportunities to shape the terms and conditions of the CBA, and *b*) giving greater attention to the changing cultural landscape that often accompany development projects.

Oftentimes, an indication that a neighborhood is ‘ripe’ for gentrification is that the cultural landmarks that celebrate or recognize its particular history are destroyed. Here, James Carr’s (1999) recommendations for how to approach ‘distressed’ neighborhoods are worth briefly considering: the (re)naming of neighborhoods and the employment of “value-recapturing” techniques. Although it may seem cosmetic and insignificant, the

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<sup>xxviii</sup> “Resourcist” conceptions of economic justice focus the primary objects of distribution on all-purpose material goods. Among them are income, wealth, and opportunities.

<sup>xxix</sup> For example, see Murray Bookchin’s (1991) concept of “libertarian municipalism.”

name of a neighborhood greatly influences the image that prospective investors, residents, and consumers see or imagine when they think of it. For example, in her ethnographic study of a predominately low-income Black neighborhood in Philadelphia, sociologist Jackelyn Hwang (2016) observes that residents of the same neighborhood but different racial groups experience gentrification in markedly different ways. She asked residents what they called the neighborhood, to sketch a map of it along with its boundaries with adjacent neighborhoods, and how their neighborhoods had changed. Hwang (2016, p. 121) found that, “Residents defined their neighborhoods along distinct dimensions to legitimize their presence in the neighborhood, and these differences varied primarily by the race of respondents . . .” According to Hwang, Black residents referred to the neighborhood according to its conventional name “South Philly,” conceived of it as having larger and more encompassing boundaries, and emphasized the area’s Black cultural history, whereas white residents used newer names, such as “Graduate Hospital,” “G-Ho,” “South Rittenhouse,” or “Southwest Center City” and drew smaller and more exclusive spatial areas that were powerfully shaped by perceptions of crime and socioeconomic status. Hwang (2016, p. 104) notes ominously that, “The identity boundaries used by minority respondents eventually weakened, and the names and alternative boundaries used by White respondents gained widespread recognition and usage by major institutions.”

The types of approaches and policies advocated by urban planners like James Carr are vivified in the existential battles playing out in many American cities over the meaning of public art. In December 2020, an out-of-state developer in Philadelphia painted over a mural that memorialized local civil rights leader and LGBTQ activist

Gloria Casarez in the city's "Gayborhood." At a meeting, one attendee said to the developer, "Please know, when these murals go away, we feel like our lives are being erased," while another stated, "Having this mural in the Gayborhood helps preserve the history of the area and reminds people of how it was when we needed to go somewhere to even remotely feel like we were in community . . . representation matters" (McDonald 2020).

The Gayborhood is far from an outlier in the battle over the city's public artwork, to be sure. For example, in the city's more residential Strawberry Mansion neighborhood, a development project right next door will obscure the second of two murals honoring famed saxophonist John Coltrane. This particular mural, entitled "Why We Love Coltrane," sits on the row home where he lived. "This is an international icon," noted one local activist, "And so the idea that Coltrane would be partially blocked, to me, is so offensive" (D'Onofrio 2020). In aggregate, out of the 4,000 displays of public art throughout the city, only approximately 2,500 remain (McDonald 2020). When asked to weigh in on 'the gentrification debate,' in a 2014 lecture at the Pratt Institute, film director Spike Lee spoke indignantly, capturing the tensions engendered by gentrification, and specifically their implications for racial and economic turnover

I grew up here in New York. It's changed. And why does it take an influx of white New Yorkers in the south Bronx, in Harlem, in Bedstuy, in Crown Heights for the facilities to get better? You can't just come in the neighborhood and start bogarting and say, like you're motherfuckin' Columbus . . . You have to come with respect. There's a code. There's people . . . These real estate motherfuckers are changing names! How you changin' names (Coscarelli 2014)?

## The Problem of Unequal Participation

In his influential essay “The Right to the City,” urban theorist David Harvey asserts the right that all city residents must retain is “an active right to make the city different, to shape it more in accord with our hearts desire, and to re-make ourselves thereby in a different image” (2003, p. 941). Some have argued that by channeling frustration and protest and turning them into implementable demands, CBAs capture the spirit of Harvey’s ethic of a more democratic community. In this section, I explore whether or not these agreements actually fulfill that mandate. Ultimately, my thesis is that they cannot, and for one principal reason: Because they allow interest groups and associations to engage in the process of reaching an agreement, any deliberative procedures are vulnerable to co-option by groups with greater political resources. Among several problems associated with this inequality of power, the voluntary response problem is the most threatening.

Central to my conception of popular rule is the notion of political equality, a standard that “assumes that the members are all equally well qualified to participate in decisions *provided* they have adequate opportunities to learn about the matters before the association by inquiry, discussion, and deliberation” (Dahl 1998, 39). I share the contention of deliberative democrats that the degree of legitimacy of a decision is contingent on not just having a final vote to determine an outcome, but also being able to influence what gets placed on the agenda leading up to a vote. And, as is the case in all modern democracies, if decisions are delegated to a body of chosen representatives, it is vital that those decision makers are answerable or responsive to the wants of those they

represent, as failure to meet this standard can undermine the equal concern<sup>xxx</sup> for all affected persons. But, importantly, Martin Gilens (2012, p. 4) notes, the concept of “responsiveness” can take on democratic *or* antidemocratic forms; “to the extent that it [public policy] reflects the preferences of all citizens,” it is democratic, or “to the extent that it reflects the preferences of only a privileged subgroup of citizens,” it is antidemocratic. Traditions within democratic theory differ on the extent to which collective decision-making should go beyond formal governmental institutions<sup>xxxi</sup>, but here, I examine how equality among all participants is threatened in the process of building CBAs.

Since these agreements are organized by a coalition of diverse groups and associations with each seeking to exert pressure on developers, it is imperative that participating groups are afforded a share of influence proportionate to their power. But, a coalition that lacks cohesion and willingness to acknowledge the interests of the other will be chronically susceptible to factionalism and self-interest. In a study of CBAs, Julian Gross et al. (2005, p. 22) describes how coalition durability shapes the outcome of an agreement

The process of negotiating a CBA encourages new alliances among community groups that may care about different issues or have different constituencies. This is critical because developers often use a “divide and conquer” strategy when dealing with community groups, making just enough accommodation to gain the support of one group, while ignoring the concerns of others. (Sometimes this accommodation is seen as little more than a monetary payoff to a single group.)

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<sup>xxx</sup> See chapter two of T. M. Scanlon (2018) for a discussion of the value of equal concern in decision-making.

<sup>xxxi</sup> For a “liberal pluralist” perspective in favor of limiting the scope of democratic majorities to formal governmental institutions, see Galston (2005); see Shapiro (1999). and Young (2006) for arguments in favor of a ‘presumption’ of democratic decision-making in all spheres of social life.

The developer can then claim that there is some community support for the project, and obtain necessary government approvals, even though most community issues have not been addressed. Similarly, a developer may agree to build a project with union construction labor while ignoring the concerns of those unions whose members will fill the project's permanent jobs, and then claim the project has "labor's support."

Gross's assessment of intergroup relations when negotiating an agreement is crucial and should be taken seriously. Groups with more members, status, money, and social connections relative to others will not be forced to earnestly consider the claims of others, giving them minimal incentives for mutual cooperation to advance an agenda that works to the advantage of all. By focusing strictly on competition among those who participate, Gross's analysis fails to consider underlying inequalities in participation and the factors that prevent some from participating at all. But, his work is also significant in acknowledging the conflictual internal dynamics of CBAs, as this issue is generally given insufficient treatment.<sup>xxxii</sup> For example, in a 2017 report published by the Federal Reserve Bank of Boston, the priority of "community involvement" is tersely and unproblematically brushed over: "A working group of community representatives agreed to assist with the implementation of the CBA . . . and facilitate ongoing dialogue with the developers." But, *how* exactly is the "working group of community representatives" assembled and organized and *who* gets to hold that position? How accurately will that dialogue that is 'facilitated' reflect the welfare of all affected interests? And, how faithfully will (if at all) the interests of those living in neighborhoods *adjacent to*—but

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<sup>xxxiii</sup> In the literature, idealistic communitarian appeals to "civic engagement" and "volunteerism" generally substitute for confronting these intractable issues. For example, in their *Community Empowerment Manual* (2011), Partners for Livable Communities envisions "engaged, well-informed citizens influence government processes and take pride and active interest in issues affecting their community."

not in—be considered?<sup>xxxiii</sup> These questions, which crucially shape the substance of the agreement, are left unanswered.

In conjunction with considering the terms of interaction *among* the several interest groups, it behooves us to expand the viewscreen and evaluate the fundamental determinants of participation and how such determinants translate into real sources of inequality of influence. What about those who have an affected interest but are unable to make themselves heard? In her influential study of participatory democracies in practice, Jane Mansbridge (1983, p. 97) observes some of the barriers that preclude all relevant interests from being *substantively* represented

All adult residents can attend the town meeting, and all votes are of equal weight. Yet not all groups have a “fair and equal Representative” in town meeting. Different groups incur different immediate costs when they attend the meeting, and they get different immediate satisfactions. As a consequence, some groups are more likely than others to attend. Whenever interests . . . conflict, the interests of the old-timers, the villagers, the old, and the wealthy are better represented.

Decades after Mansbridge’s observations, empirical evidence still supports her basic premise. In their study of the sources of participation-based inequalities, Kay Lehman Schlozman et al. (2018, p. 73) emphasize that “Resources—education; civic skills; family income; and to a lesser extent, free time—have a strong relationship to overall participation, even when the impact of political interest and information, both powerful predictors, is taken into account.” Moreover, in a more localized study of planning and zoning meetings, Katherine Levine Einstein et al. (2018, p. 29) conclude that such meetings are ‘dominated’ by an unrepresentative group of “individuals who are older, male, longtime residents, voters in local elections, and homeowners . . .”

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<sup>xxxiii</sup> I return to this question in chapter five.

These findings are crucial to reformers of all kinds about the extent to which inequalities can be permitted in a democratic society. Broaching this issue from a macro perspective, the problem of self-selection has vexed designers of democratic institutions (at least) as far back as the “first democracy” of ancient Athens. “The advantage of the lottery,” notes Paul Woodruff (2005, p. 49), “was that it was incorruptible. Neither wealth nor the maneuverings of a political clique could affect the outcome of a lottery. This could not be said of elections.” While scholars such as Nicholas Carnes (2018) see efforts to reform current electoral institutions around a lottocratic design as hopelessly unrealistic, contemporary democratic theorists have sought to reintroduce the ancient practice to either replace or complement existing institutions. For instance, Ethan Leib (2004) proposes replacing the referendum and initiative systems with random samples of citizens who are required—under the threat of penalty—to deliberate and vote on proposals. Similarly, James Fishkin argues in favor of the creation of deliberative “minipublics” composed of randomly selected citizens chosen via lot as a means of carving out “good conditions” where citizens can join together in a “meaningful opportunity for public will formation” (2018, p. 1). Providing formal opportunities for citizens to engage in a deliberative exchange of ideas unites heretofore fragmented and atomized opinions and preferences into a more carefully considered judgment that can more effectively make concrete demands on legislators and hold unresponsive ones accountable.

But, could these ‘insulation devices’ that are intended to preserve political equality reasonably be expected to fulfill that task?<sup>xxxiv</sup> Designers of lottocratic systems are split when it comes to the question of voluntary service; the Athenians relied on the principle of *ho boulomenos*<sup>xxxv</sup> (“anyone who wishes”), but Leib argues in favor of compulsory service. The point behind these proposals is to eliminate the bias of differential responsiveness. But, efforts aimed at reducing the influence of money and status in shaping political outcomes have been likened to squeezing a balloon; pushing down on one side simply forces the air to move to the other.<sup>xxxvi</sup> Echoing this sentiment, Nancy Fraser (1990, p. 64) contends that efforts to “bracket” class and gender inequalities to offset their impact on deliberative spaces are doomed to fail; even in the absence of formal exclusion, she argues that social inequalities “infect deliberation.” Up to this point, CBAs have revealed an uncertain capacity to reduce participatory inequalities in distributing goods and services that crucially shape life outcomes for local residents. This verdict brings to the fore central questions about their viability as instruments for more empowered communities that can—to paraphrase David Harvey—‘make and remake’ their built environment.

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<sup>xxxiv</sup> In chapter five, I will explore at greater length the feasibility of a lottery system for participation in CBAs.

<sup>xxxv</sup> This is the principle that makes self-nomination a prerequisite before entrance into the lottery, as opposed to mandatory service.

<sup>xxxvi</sup> It is crucial to note that these proposals have shortcomings of their own. For example, while a lottery may allow for equal representation of all relevant perspectives, the question of how proposals get onto the agenda can still be shaped by inequality in resources. See Broder (2000) for a perspective of how these inequalities affect the integrity of the initiative process in America.

## Empowerment, Within Limits . . .

Proponents of “deliberative democracy” justify the necessity for fair and inclusive debate on issues facing the whole on a variety of grounds. Epistemic justifications are those holding that decision making procedures containing larger groups and individuals from diverse backgrounds that require debate and majority vote yield *smarter* outcomes. Epistemic cases for democracy are traced as far back as Aristotle, who contended that expert knowledge is most likely to reside in larger and more diverse groups as opposed to smaller, homogeneous ones.<sup>xxxvii</sup> Others find deliberation as a useful tool for identifying the relationship between their personal experiences and structural forms of oppression (also called “consciousness-raising”). This was the central insight behind the 1960s slogan “the personal is the political” (Hanisch 1969). Finally, some contend that deliberation is desirable for other ends: seeking consensus and compromise amidst a backdrop of unavoidable political disagreement. This third justification is most relevant to debates involving CBAs and will be the principal focus of this section. CBAs, it is said, offer a “third way” that is accommodative to the claims of *all* relevant interests. However, I contend that this view falls short for a number of reasons, but most importantly, it ignores (obfuscates?) the asymmetry of power built-in to these agreements, failing to recognize that developers exert greater ability to control the agenda of what gets included and excluded from the agreement.

In their 2012 book *The Spirit of Compromise*, Amy Gutmann and Dennis Thompson emphasize the democratic virtue of compromise in mediating social conflict. Gutmann and Thompson (2021, p. 10) define *compromise* as “an agreement in which all

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<sup>xxxvii</sup> For more insights into this tradition, see Landemore (2013).

sides sacrifice something in order to improve on the status quo from their perspective, and in which the sacrifices are at least partly determined by the other sides' will." Thus, in their view, compromise is made possible by *mutual sacrifice* of all sides' desires and will be shaped by the *willful opposition* of all participants. Compromise is a crucial instrument by which citizens realize the fundamental mandate of politics, which is to make improvements on the status quo. And, even when agreement is impossible, interlocutors should practice the *economy of moral disagreement*, which requires that they "continue to work together to find common ground, if not on the policies that produced the disagreement, then on related policies about which they stand a greater chance of finding agreement" (Gutmann and Thompson 2004, p. 7).

Contrary to some other deliberative democrats, Gutmann and Thompson largely limit their notion of compromise to elected officials and their constituents. But, Michele Moody-Adams (2018) has written on the desirability of applying their insights on compromise more expansively to non-governmental settings. Fundamentally rooted in the Principle of Affected Interests, Moody-Adams's (2018, p. 193) vision of a "quotidian" democracy is one that recognizes that citizens in democratic societies make "politically weighty choices and perform politically consequential actions" and that, "Our actions as 'private citizens' sometimes have a profound effect on the ability of other citizens to enjoy the rights and privileges of citizenship, as well as on society's ability to realize democratically chosen ends and on the likelihood that democratic cooperation will be sustained." Thus, the relevance of Moody-Adams's quotidian democracy to CBAs is that it goes beyond the scope of governmental institutions and emphasizes the social

importance of the actions of groups and actors in the “private sphere,” her argument remains rooted in the normative desirability of compromise.

It is important to note that compromise is not the only method by which decisions are made in democratic societies. Interactions among political adversaries often fail to meet the standard modeled by Gutmann and Thompson, and those who fail to reflect the norms of articulateness and a cool dispassionateness can have their views disregarded, devalued, or ignored outright (Young 2000). When compromise fails, the messier instruments of bargaining, log rolling, and disruptive protest are required by political minorities to ensure that their needs are met.<sup>xxxviii</sup> And, too much of it can stymie and delegitimize deliberative institutions by encouraging interlocutors to modify their perhaps quite legitimate preferences. Gianpaolo Baiocchi and Ernesto Ganuza (2017, p. 44-45) capture this precise point

Precisely because deliberative democracy relies on a reflective individual who can change her preferences, critics argue it can become a means of *depoliticizing* certain questions. Deliberative democracy focuses on norms of civility and discourse, on appropriate modes of conduct, and it privileges the changeability of preferences. Thus, some see it as especially compatible with the reproduction of social hierarchies . . . A more sinister evaluation of deliberative democracy is that its public justification aspect could be used to lend legitimacy to certain inequalities.

Thus, while it is a valuable goal as a means of achieving social stability, it should not be seen as an *overriding* one, as compromise can sometimes be used to suppress legitimate criticism as well as promote unjust outcomes.

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<sup>xxxviii</sup> And some deliberative democrats (Barber 1984; Gutmann and Thompson 2004) see these alternative methods to problem solving as being on a lesser moral plane. While deliberation urges the norms of fairness, inclusion, and self-skepticism, negotiation and bargaining enable individuals to get what they want.

Given these pitfalls, the criteria for constructing an inclusive and fair CBA is quite demanding. By and large, boosters of CBAs fail to give sufficient attention to the problems of how broader social and economic inequalities can limit deliberation among equals in addition to these institutions can obscure imbalances of power in shaping a decision. Implicitly, they rest upon Anthony Giddens's (1998) "third way" approach to urban redevelopment, which seeks to triangulate the oftentimes contradictory objectives of allowing for robust community empowerment while promoting a growth-focused local economy. In this model government policies should incentivize economic activity while simultaneously promoting a vigorous civil society that checks government power. But, conspicuously absent in this approach is the recognition of the necessity to utilize the potential of civil society to check economic power as effectively as its intention of limiting the arbitrary exercise of state power.

With a strategy that promotes pluralism among contradictory imperatives, Giddens's model institutionalizes the virtues of compromise and consensus among diverse and disparate groups and goals. In failing to address power differentials among the relevant interests that could significantly affect the outcome of a given decision, CBAs suffer from this same blind spot. And, while he is correct to identify a thriving associational life as an indispensable democratic check on state power, if those associations sought to democratically regulate the arbitrary power of economic institutions, they would have no real ability to do so. This model relegates discussions about the background conditions under which compromise is reached. Recognizing this crucial point, Iris Marion Young (2000, p. 43) rightly observes that

under circumstances of social inequality, the idea of a common good or general interest can often serve as a means of exclusion. Assuming a discussion situation

in which participants are differentiated by social position or culture, and where some groups have greater symbolic or material privilege than others, or where there are socially or economically weak minorities, definitions of the common good are likely to express the interests and perspectives of the dominant groups in generalized terms . . . Putting such a premium on a common good in the sense of values and interests we all agree we share, furthermore, is liable to narrow the possible agenda for deliberation and thereby effectively silence some points of view.

Within CBAs, the developer occupies a dual role. On the surface, they appear as just another interest group jockeying for their own interest, but this appearance falls short of the whole picture. The developer also *owns* the project and therefore exercises the power to strike down any proposal that deviates too far from their interests. This fact, which is *intrinsic* to CBAs, gives greater power to the developer to control the agenda<sup>xxxix</sup>, as opposed to those concerned groups and individuals who also have a (arguably more crucial) stake in the outcome. While anybody may be formally able to register or submit a proposal, there remains a *substantive* inequality in those that are earnestly and meaningfully considered as realistic possibilities.

The observations presented in this section conclude that, while compromise is a value tool in the absence of moral agreement, fetishizing it can work to suppress legitimate criticisms and obfuscate unjust background conditions that thwart democratic decision-making. The most relevant point regarding CBAs is that they are fundamentally constrained in their capabilities to produce real change. While they may be highly responsive to some, they invariably leave others out. Altering this power dynamic would require radically eroding the property rights of developers, which would require reforms that go far beyond the purview of CBAs. “They invite participation to debate the

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<sup>xxxix</sup> As Robert Dahl (1998) emphasizes, this principle is essential to a democratic process.

common good,” write Baiocchi and Ganuza (2017, p. 50),<sup>x1</sup> “but do not endow ordinary citizens with the power to determine outcomes. This is empowerment, but within limits.”

### Summary and Implications

In his paper “Urban Democracy and the Local Trap,” urban theorist Mark Purcell cautions against what he labels the “local trap.” The local trap is the notion that local forms of civic and political engagement are inherently more democratic and amenable to the habits and practices of citizenship than larger, more impersonal scales. For Purcell, it is misguided to draw any correlation between size and democracy. “Scales are not independent entities with pre-given characteristics,” he argues, “Instead, they are socially constructed strategies to achieve particular ends . . . Localisation can lead to a more democratic city, or a less democratic one. All depends on the agenda of those empowered by a given scalar strategy” (2006, p. 1921-1922). Therefore, regardless of scale, effective design is paramount.

The crux of Purcell’s observation is crucial for thinking about how CBAs can fit into a comprehensive and more democratic approach to urban redevelopment. As it relates to size, these agreements offer arguably the most proximate setting for neighborhood residents to voice their interests and collectively organize to advance them. However, as we have seen, the small-scale nature of CBAs has posed more questions about their viability as instruments of local empowerment than answers. In the remainder of this section, I will restate some of the central claims of this chapter.

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<sup>x1</sup> Here, the authors are referring to various participatory budgeting programs in the United States and around the world, but the observation is equally applicable to CBAs.

In the first section, I questioned whether CBAs have the potential to fit into a broad theory of distributive justice. As I conceptualize it, distributive justice requires that each person be ensured a minimum amount of economic goods and resources to meet their basic needs. Generally, this distribution is shaped by a constellation of substate regulations, institutions, and practices. Precisely because they are too unreliable and inconsistent in their capacity to promote greater economic justice and preserve valuable noneconomic goods such as cultural representation against the tide of gentrification, I contended that they largely fail to meet this standard.

Moreover, I argued that while CBAs do allow for local residents to participate in shaping their built environment, influence within these agreements is often skewed towards those who have the most political resources. I have described this as the voluntary response problem, or the problem of self-selection. If those who are most able to participate do so at a disproportionate level compared to those who cannot (or, if the developer simply chooses to engage only with one powerful interest group), then political equality is called into question, and the procedure loses legitimacy.

Finally, I questioned compromise as an overriding value in political deliberation. Reasonably so, deliberative democrats have argued that reaching consensus should be a fundamental goal in deliberations within civil society and among legislators; however, excessive focus on compromise tends to obfuscate unjust or unfair background conditions that make these agreements differently responsive to various affected interests and marginalize the claims of the less powerful. To improve CBAs, their designers need to be conscious of avoiding the pitfalls of this 'third way' approach.

From this perspective, it would seem as if the best approach to CBAs would be to abandon them wholesale and urge against their use in the future. As enticing as this may sound, it is misguided. Although imperfect, these agreements represent one way everyday people can make their voices heard over how to best manage their built environment. In chapter five, I offer prescriptions towards efforts of reforming these agreements through government regulation, giving them a better opportunity to be more reflective of the wishes and welfare of local residents.

**CHAPTER #5**

**TOWARDS A STAKEHOLDER MODEL OF COMMUNITY BENEFITS**

**AGREEMENTS**

In chapter four, I borrowed central insights from democratic theory to scrutinize some of the recurring shortcomings of CBAs. My thesis was that the goal of policymakers and activists who are grappling with how such agreements can fit into a broader vision of neighborhood justice should be not to abandon them, but rather to find implementable means by which they can better align with the democratic virtues of accountability and responsiveness. For all of their constraints, these agreements *do* represent meaningful and substantive steps that local residents have taken to reduce everyday vulnerabilities posed by large-scale redevelopment projects in their neighborhoods. This point should not be downplayed, particularly given how elected officials often fail to act in ways that sufficiently address constituents' underlying concerns and can—as described in the Yankee Stadium and Manhattanville cases—actively undermine residential efforts to make their preferences heard in the redevelopment process. As noted, in terms of its regulatory approach, governments have thus far been reluctant to craft public policy that would give residents greater leverage or control over the terms and conditions of large-scale redevelopment projects. Before pursuing potential avenues for reform, I want to review three of the central insights from chapter four.

Firstly, I argued that while CBAs can substantially improve living conditions for some, it is commonplace for benefits to be distributed selectively to those local interests with the most innocuous demands. There is little consideration for the preferences of

those who lack sufficient means to advance their interests. Moreover, reliance on these agreements participates in the process of legitimizing a state that no longer provides guaranteed benefits to its citizens. I contend that if residents are redirecting their efforts to ensure that education funding, jobs, and healthcare be the product of contentious politics with private developers rather than a public benefit received by all, this has powerful implications in shaping the relationship between citizens and the state. What is more, I argue that emphasis on distributing material resources neglects the value of cultural and noneconomic goods. Highlighting this point, in her analysis of eminent domain policies in Philadelphia between 1992 and 2007, Debbie Becher (2014) observes that city residents were more likely to protest if they felt that they were insufficiently compensated for the taking. She notes that in making their demands, residents urged policymakers to consider the loss of social networks, identity, and community in addition to market value of their homes and costs of relocation.

Secondly, the outcomes of CBAs are powerfully shaped by the voluntary response problem. While meetings may be *formally* open for all to make their preferences known as to how an agreement should be organized, inequalities in who participates leaves the outcome unrepresentative of the needs of the whole community.<sup>xli</sup> Participation-based inequalities are democracy's "unresolved dilemma" (Lijphart 1997), and unequal participation not only threatens the premise of political equality, but also results in tangible policy consequences (Dalton 2017). While such 'participation gaps' do present

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<sup>xli</sup> Aside from participation-based inequalities, democratic theorists have been conscious of the informal ways that face-to-face political dialogue can result in the same exclusionary outcomes. Iris Marion Young (2000) labels this "internal" exclusion; also see Jane Mansbridge's (1983) study of New England town meetings (pp. 60-65 and pp. 106).

legitimacy problems for practitioners of CBAs, in this chapter, I will argue that such problems can be remedied.

Lastly, I argued that a fundamental limitation of CBAs is that the developer has ultimate veto power over the content of agreements, giving them the power to reject any demands that are perceived as objectionable or too threatening to their long-term interests. Strong property rights are an essential building block to the functioning of a capitalist economy, and developers ultimately have the freedom to exit if they find a proposed agreement overly burdensome. These facts give developers additional leverage when negotiating with neighbors; they also have important implications for agenda-setting power. Only demands consonant with the goal of profit-making will be given a hearing, whereas others that are inconsistent with that end will be blocked without similar consideration.

These critiques notwithstanding, effective CBAs do have the potential to significantly influence the distribution of resources at the neighborhood level. Therefore, it is more desirable to seek meaningful reforms that make them more sensitive to residential input and more substantive redistribution. In this chapter, I aim to find solutions to the most intractable issues that stymie the potential of these agreements. Firstly, I propose, rather than allowing the most resource-rich or loudest interest groups to dictate the terms and conditions of a CBA, a lottery system be instituted that selects individuals living within the surrounding census tracts of the project to participate. Lottery-based selection does a far better job at generating opportunities for a demographically representative sample of constituents to offer insights and input. In contrast to other proposals (Leib 2004), I do not make inability (or refusal) to participate

compulsory or legally punishable. I do, however, propose moderate compensation for the time spent learning about the project and its effects as well as participating in deliberations. Additionally, I posit that practitioners of CBAs should utilize the convenience and accessibility of online communications to induce participation, making it less burdensome and more easily able to work around constituents' busy lives. Unquestionably, these reforms will present their own problems and dilemmas—and I will explore a few, but by implementing them will improve on the status quo by making participation substantively easier and endowing the final product with a greater sense of legitimacy.

In addition to these reforms, I consider a second one intended to further embed redevelopment projects into the fabric of the surrounding neighborhoods. As presently practiced, CBAs distribute material goods and resources on a one-time basis. This temporal dimension, I argue, inhibits the potential of development projects from becoming stakeholders in the long-term prospects of the neighborhood. As opposed to the current transactional orientation of these agreements, a legally enforceable annual reauthorization of an agreement *or* renegotiation if the agreement no longer reflects the preferences of the residents. It would signal a shift from an approach that focuses on mitigating inequalities *after* the fact, to putting CBAs in a place where they occupy a thicker and more proactive role in promoting an economy of greater locally-based wealth and opportunities.

In the absence of government regulation, CBAs are practiced largely informally. By this, I mean, while developers are not legally required to engage neighborhood members in them. I avoid proposals that legally require developers to engage in them.

CBA's are best seen as devices for developers to garner public support for their projects, thus making them able to meet government approval processes. What I put forth are a set of regulations that set into motion processes and legal requirements *after* both sides commit. CBA's should be placed in a similar category as other requirements used to gain government permit approvals such as environmental impact statements, subsidies, building permits, and rezoning. The primary difference between my proposal and existing attempts to legislate CBA's is that existing efforts have sought to establish benchmarks that, if met, the developer is legally required to enter into an agreement. One of the main shortcomings of these efforts is that they have not been able to curb the influence of politicians who have diminished the degree to which residents can participate directly in the process of negotiating the agreement. While my reform does institutionalize CBA's, instead of establishing benchmarks (which are always contested), I retain the current civil society character of CBA's: In response to public pressure and locational dependence, developers agree to enter into such agreements, and once this intention is made formal, the processes that I lay out will be initiated.

Before that, however, I devote a section that outlines other recent examples of attempts to make urban policy more open to bottom-up participatory governance. Familiarizing ourselves with similar efforts can help us to better understand the recurring difficulties that thwart democratic innovations. Furthermore, learning from other examples illustrates that experiments to reinvigorate participatory democracy at the local level have routinely faced major obstacles from many sources. Furthermore, the problems that frustrate CBA's are the rule, not the exception. Insufficient citizen experience/expertise, co-option by opportunistic political elites, and unequal power

among neighborhood organizations have historically frustrated efforts undertaken by the most vulnerable to make important decisions over the institutions in their communities from the War on Poverty's mandate "maximum feasible participation of residents of the areas and groups served" in local anti poverty programs to more recent participatory budgeting<sup>xlii</sup> proposals in American cities that allow residents to decide directly how substantial portions of municipal dollars will be spent.

### The Pitfalls of Participatory Designs

Throughout this dissertation, I have argued that, with more creative strategies for resolving their most problematic flaws, CBAs can serve as vehicles to promote the wishes of residents whose interests are largely excluded from consideration regarding the design of their built environment. Currently, instead of reflecting popular preferences, they tend to reinforce existing inequalities in status and power. In this section, I seek to situate these agreements within a broader tradition of democratic experimentation at the local level that aims to bring citizens into the policy fold. I survey this history for two principal reasons. Firstly, as opposed to being radical or unorthodox, the push for greater residential participation in local decision making has long dominated the minds of political thinkers and practitioners in the United States. Secondly, rather than simply acknowledging this history for its own sake, we can use these insights as lessons to better understand contemporary criticisms of democracy-enhancing reforms as well as learn how to construct better institutional designs that safeguard against the most intractable

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<sup>xlii</sup> For an overview of participatory budgeting, see <https://www.participatorybudgeting.org/>.

problems. To ground this discussion, I use the War on Poverty's mandate for "maximum feasible participation" as a focal point for my analysis.

The republican vision of public-spirited citizens coming together to debate and decide issues concerning the whole occupies a central place in the American political imagination. Political scientist James A. Morone (1990, p. 5) characterizes the American project as being constituted by a "democratic wish," that is, a "yearning" for the "direct participation of a united people pursuing a shared communal interest." Moreover, the republican image of 'the people' as "governors as well as constituents, political agents as well as principals" is also represented in Thomas Jefferson's idea to decentralize decision-making by creating a system of wards consisting of roughly 100 people that would manage and direct its own affairs. A later embodiment of Morone's description is Tocqueville's description of the New England town hall, where citizens "not only had a sophisticated grasp of the general interest, but also realized that their own well-being was intimately tied to the well-being of the nation as a whole" (Schleifer 2018, p. 92). Into the twentieth century, observers of the Progressive movement would depict reforms such as direct primaries, direct election of Senators, initiative, and recall as wresting popular control from an unresponsive political elite (Hofstadter 1950). Lastly, while the federal architects of the War on Poverty likely saw community action agencies (CAAs) as having more of an advisory role in shaping local priorities, the effect of the principle of "maximum feasible participation" was to "provide a structure for poor communities to mobilize their own resources on behalf of their residents and a platform for giving poor people more of a voice in the bureaucratic institutions that shaped their lives" (Halpern 1995, p. 108).

To be sure, however, this ethic of political egalitarianism is not unrivaled and has not gone unquestioned. Contemporary political scientists have criticized democracy-enhancing reforms, arguing that instead of producing a more sophisticated and engaged citizenry that intelligently discriminates between alternative public policies, such efforts, as Christopher Achen and Larry Bartels (2016, p. 86) contend, “produced a mishmash of heightened responsiveness to popular impulses, behind the scenes elite influence, and self-defeating [that is, making decisions contrary to citizens’ *real* interests] choices stemming from the limited political expertise and attention of ordinary citizens.” More damning indictments of democracy as a normative ideal are expressed in political philosopher Jason Brennan’s 2016 book provocatively titled *Against Democracy*, as he argues for reforms to ‘improve’ democratic governments that range from plural voting/veto privileges for the knowledgeable and voter competency exams. Even more recently, economist Garrett Jones (2020) has called for reforms that would scale back the scope of democratic control over public policy. Jones calls for longer term limits for representatives, independent (that is, insulated from electoral pressures) central banks, and “merit commissions” (as opposed to democratically elected) for the appointment of judges and other offices.

These sorts of arguments tap into a long standing debate within theories of democracy that date back (at least) to Plato. While Achens and Bartels extensively illustrate the failure of voters to engage in retrospective voting, Brennan and Jones respectively prescribe a variety of reforms that would bring political decision making closer in line with an epistocracy (that is, rule by “knowers”). From these works and others, we can draw a line from ancient to contemporary debates concerning the nature of

political expertise.<sup>xliii</sup> And, these arguments have more than just academic import, as these sentiments have frequently been invoked to dismiss or discredit grassroots movements for greater democratic control over local institutions. For example, one of the most contentious aspects of President Lyndon Johnson’s Great Society legislation was the creation of the Community Action Program (CAP), which created and funded more than a thousand CAAs across the country. The idea behind CAAs was to engage identifiable groups historically excluded from positions of power—mainly Black people and the poor—to set up local panels via democratic elections and give them the opportunity to propose (to the federal government), plan, and administer local antipoverty programs.<sup>xliv</sup>

The effect of the CAP was to politically galvanize and empower social groups at the grassroots level to make demands consistent with the needs of their communities and recruit local leaders to enter electoral politics (Orleck 2011). Objections to this grassroots empowerment came on multiple fronts. One, because they allowed CAAs to propose projects directly to the federal government, local officials saw them as circumventing their authority and sought to rein them in. During the fight to reauthorize the Economic Opportunity Act (EOA), President Johnson himself moved from a position of disinterest toward the CAP to one of active hostility. Consequently, in 1967, Congress passed the Quie and Green Amendments. These amendments gave local governments

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<sup>xliii</sup> For other works that echo these arguments, see Somin (2016), Caplan (2007), and Althaus (2003).

<sup>xliv</sup> The types of programs proposed were impressively divergent. Just to name a few: they ranged from rehabilitating abandoned buildings, opening preschools, community centers, planting community gardens, cleaning up public parks, publishing newspapers, and renovating and reopening swimming pools (Orleck 2011).

formal control over CAAs (McKee 2011). Specifically, local officials now had the authority to determine *which* community agencies were allowed to receive federal funding. Moreover, the legislation also stated that elected officials could now comprise a third of local poverty boards as well as could fill another third of the seats with welfare professionals and representatives of the private sector (Orleck 2011).

The second objection centered around the belief that ordinary people lack the relevant qualifications or expertise to decision and administer their own anti-poverty initiatives

battles arose across the country as stakeholders disputed whether the mandate for “maximum feasible participation” meant that policymakers should consider the poor experts on poverty who could offer ideas for improving their communities, as many politicized poor people believed . . . One CAA associate director in Baltimore argued in 1965 that “the only expert about poverty is someone who has managed to live and survive in the inner city” (Williams 2011, p. 73).

Politicians of both parties in addition to career bureaucrats condemned the notion that lived experience is a qualifying characteristic of expertise on public policy issues. As one Baltimore city council member questioned how “people who haven’t yet proved they can earn a living” could be imagined to serve in political office or on a CAA. “Poor people’s perceived lack of economic self-sufficiency, lack of property, and inability to pay taxes were used as arguments against their demands for self-determination” (Williams 2011, p. 73). In Burkean undertones, Daniel Patrick Moynihan—a contemporary of the War on Poverty—encapsulated these claims when he mused that, “It may be that the poor are never ‘ready’ to assume power in an advanced society: the exercise of power in an effective manner an ability acquired through apprenticeship and seasoning” (Parenti 1970, p. 330). Activists countered these dismissals with their own claims that poor

people should have some say in strategies intended to ameliorate poverty. Rhonda Y. Williams (2011, p. 65-66) observes that, “This meant more than including black representation without regard to economic status or seeking the advice of poor people. It meant establishing avenues of representation that included poor people in the process, addressing poor people’s issues, and, if necessary, promoting strident social action.”

In their much more recent studies of participatory budgeting in the United States, Gianpaolo Baiocchi and Ernesto Ganuza (2017) highlight similar insights about how claims to bureaucratic expertise are commonly invoked as a means of shutting down and undermining imaginative reconstructions of scarce resources in the participatory budgeting process. Claims to impartiality often serve to “neutralize participatory spaces and their influence in the administration” and to maintain a separation between soliciting public input and connecting it to meaningful channels of power, participatory budgeting “beautifully opens spaces to the public,” said one official, “[but] we cannot do everything they say” (Baiocchi and Ganuza 2011, p. 90). Similarly to the democratizing efforts I have discussed above, CBAs have routinely been condemned on the grounds that they are corrupt and that ordinary people cannot be trusted to faithfully consider the collective interest (Pristin 2010; Grieve 2017).

If they fail to constructively incorporate the localized and situated experience of ordinary residents, then CBAs will continue to be hobbled by problems of ineffectiveness and illegitimacy. Not only do epistocrats like Brennan and Jones fail to give sufficient consideration to the question of legitimacy (Might individuals who have their political rights rescinded rebel against institutions over which they now have no power?), but they also rely on a questionable assumption of what constitutes political ‘knowledge.’ They

base their arguments on survey data that prompt individuals with questions such as ‘Who is the current Speaker of the House?’ and ‘Which party currently controls U.S. Senate?’ Because most people fail to answer these questions correctly, they draw the conclusion that much of the electorate is unable or unfit to engage in sophisticated public debate. But, scholars have questioned what the incorrect responses to these types of questions reveal. For instance, H el ene Landemore emphasizes, this off the cuff, pop quiz approach to measuring knowledge is fundamentally flawed. “Knowledge,” she notes, “is always in part defined and colored by one’s local, personal, biological, racial, gendered, historical, and otherwise differentiated place in the world . . . political knowledge, is not a purely theoretical but also an experiential category” (Brennan and Landemore 2022, p. 205). The understanding of knowledge as *positional* has long occupied a central place among theories of deliberative democracy. This view that thoughtful exposure to diverse those of standpoints and perspectives can reveal an “enlarged mentality” is masterfully articulated by Hannah Arendt (1968, p. 237)

Political thought is representative. I form an opinion by considering a given issue from different viewpoints . . . The more people’s standpoints I have present in my mind while I am pondering a given issue, and the better I can imagine how I would feel and think if I were in their place, the stronger will be my capacity for representative thinking and the more valid my final conclusions, my opinion.

For a second reason, it is arguable that measuring the raw beliefs of individuals at a random moment in time is misguided. As Neblo et al. (2018, p. 72-73) contend, these methods for tracking public knowledge fail to capture the *capacity* to become informed. In their experiment conducting a series of online deliberative town hall meetings, they find that

expanding opportunities to participate through technology means that politics

need not involve only elites. If citizens perceive they have an opportunity to engage with their representatives in a substantively meaningful way, they are more apt to become informed in order to participate effectively . . . citizens need a more persuasive set of motives and opportunities to become informed . . . when those opportunities arise, ordinary citizens really are capable of gaining the knowledge appropriate for consulting with elected officials and holding them accountable.

What is more, when meaningful channels of problem-solving are opened up, citizens do not just participate, but the collective intelligence that results has salutary outcomes. In his study of police reform that incorporated residential involvement in Chicago, Archon Fung (2004) argues persuasively that the ability to productively harness the local and particular knowledge of everyday Chicagoans was vital to the success of the city's police departments' beat meetings across 285 beat neighborhoods. "Devolution can also free residents, teachers, and police officers to imagine and implement innovations that depart from the conventional wisdom and routine, and are therefore unlikely to come from the central office" (Fung 2004, p. 5) Fung adds that the ability to utilize residential experience that "can usefully inform policy strategies but that may not be systematically available to or easily usable by centralized organizations" was instrumental to successful deliberations (2004, p. 5).

At a superficial level, long standing and contested debates surrounding the nature of political knowledge, the ethics of representation, and what constitutes a legitimate use of authority may seem far removed from contentious politics over redevelopment projects. However, I argue that reconsidering these debates and historical examples allows us to relativize the most common critiques leveled at CBAs. Are residents capable of making decisions concerning the built environment? Does the daily experience of dealing with the effects of policies and practices endow those affected with

particular insights that their architects simply cannot fully comprehend on their own? As these questions continue to play out in the public sphere, we are seeing new iterations of an age-old debate. The elitist strain of political thought and practice is not unique to CBAs and accompanying questions that I have posed above; it is—above-all—an ideological prism. The task for those seeking more democratic and sustainable solutions to the dilemmas that urban redevelopment precipitates is to look beyond them to realistic and practical avenues of reform.

### Bringing the People Back In

In recent years, democracy theorists have dedicated much effort to finding institutional designs that can effectively bring citizens into the policy making fold. For example, political scientists Debra J. Campbell and Jack Crittenden (2019) propose reforming the initiative process in order to give citizens greater control over what actually gets proposed on the ballot. They contend that once a proposal meets a designated number of signatures, “legislative juries” composed of randomly selected citizens from census rolls—in consultation with experts and witnesses—should be employed to determine what gets placed on the ballot for a final vote. While this proposal is promising because it gives citizens an opportunity to debate and decide what ultimately goes on the ballot, it does not address the greater agenda-setting power that wealthy and individuals as well as well-resourced interest groups have in meeting signature requirements (Broder 2000; Cronin 1989). While Ethan Leib’s (2004) proposal admittedly fails to address unequal agenda-setting power, it goes further by abolishing

initiative and referendum systems altogether. In their place, he calls for randomly selected civic juries to deliberate and decide whether to pass or strike down a proposal.<sup>xlv</sup>

Perhaps no theorist over the course of the last thirty years has done more conceptualize and experiment with institutional designs that give citizens the opportunity to develop more balanced and informed views on public policy than James Fishkin.

At the crux of Fishkin's multi decade body of work is the deliberative opinion poll (or "deliberative poll"). A deliberative poll is

a survey of a random sample of citizens before and after the group has had a chance to deliberate seriously on an issue. The process begins by selecting a representative sample from the population and asking each person a set of questions on the issue raised at the Deliberative Poll. This initial survey is the standard sort conducted by social scientists doing public opinion research. The respondents are then invited to a specific place for a weekend of discussion. A small honorarium and travel expenses are paid to recruit a representative sample (Ackerman and Fishkin 2004, p. 4).<sup>xlvi</sup>

Most importantly, Fishkin has applied this concept to diverse contexts ranging from Mongolia, Uganda, California, Texas, and Europe-wide (Fishkin 2018, p. 69-136). For much of his earlier writings, Fishkin limited the power of deliberative polls to see how deliberation under *ideal* conditions can lead to opinion change among participants. One of the main ideas is that such polls could serve as a heuristic device for the mass public to conclude what they *would* think had they participated in the

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<sup>xlv</sup> To be sure, this paragraph is not intended to present an exhaustive summary of works on this topic, but meant to highlight a general trend of efforts to combine random selection with innovations designed to create greater pathways of institutional openness for direct citizen participation.

<sup>xlvi</sup> Ned Crosby at the Jefferson Center has also worked to develop a similar idea, the "citizen jury," see here: [https://www.civicus.org/documents/toolkits/PGX\\_B\\_Citizens%20JuryFinalWeb.pdf](https://www.civicus.org/documents/toolkits/PGX_B_Citizens%20JuryFinalWeb.pdf).

deliberative poll. But, in his 2018 book *Democracy When the People Are Thinking*, Fishkin transitions to imagining deliberative polls as having policy making power

Modern governance is complex, with many institutions, some of which embody, or emphasize, electoral competition, or direct democracy, or deliberations by elites, at different points in the decision process. Our thrust is to think about credibly adding citizen deliberation, in a representative and thoughtful design, to this mix. To jettison the others just for citizen deliberation would be to throw out many valuable institutions that realize important democratic values (Sintomer 2018, p. 161).

Taken as a whole, these examples shed light onto searching for possible reforms on how to enable CBAs to be more inclusive and responsive to local concerns. Assessing these strengths and weaknesses allow us to avoid common pitfalls. How can practitioners of CBAs minimize the voluntary response problem? What can their real effectiveness be if the wants and preferences of residents are unconnected to channels of power? And, if we do transfer some regulatory authority over CBAs to municipal governments (as I propose), what are some safeguards that can be put into place to check potential rent-seeking behavior? In this section, I investigate answers to these questions.

In chapter four, I argued that one of the most significant problems facing CBAs is self-selection. The self-selection problem occurs when there is a mismatch between those who participate in politics and the rest of the population who fail to engage to a similar degree. If those most active in CBAs—and the political system as a whole—held views that mirrored or echoed the least engaged, then perhaps unequal participation would not be of much concern. But, evidence suggests that the wants and needs of those who do not regularly and reliably participate fail to align with those who are most active (Schlozman et al. 2018, p. 259). According to the Civic Voluntarism Model (CVM), socioeconomic status provides the resources that make it easier for some to participate,

while making it exceedingly difficult for others. Thus, the CVM predicts that policy outcomes will skew toward participants who are the most economically privileged and are more effectively organized. And, because CBAs are microcosmic of this basic point, activists and scholars have frequently argued for the need of a representative sample of the neighborhood to participate in the processes leading up to an agreement.

Underscoring the consequences of zero-sum, competitive intra-coalitional dynamics, a study conducted by the Urban and Regional Planning Program at the University of Michigan (2007, p. 46) warns that

The legitimacy of a coalition will be undermined if the group does not fully represent the community and its priorities. This is illustrated in Atlantic Yards—Nets Arena project, in which several of the groups dropped out of the coalition because they were prohibited from attending meetings . . . If a significant number of community residents run into conflicts of interest and feel no allegiance to the coalition, the developer may not feel a CBA is worthwhile.

If these agreements are chronically prone to co-optation, either by elected officials, economic elites, or self-seeking interest groups, is there a way to reform them so that they better reflect the interests and preferences of the locals?

In their qualitative case study surveying the effect of Detroit's 2016 Community Benefits Ordinance (CBO), Lisa Berglund and Sam Butler (2021) sought to answer a single question: *Do Detroiters involved in negotiations with developers feel that their voices have been adequately heard and considered in the CBO process?* The linchpin of the ordinance was the creation of a Neighborhood Advisory Committee (NAC), which is composed of a mix of local residents elected by public officials and citizens themselves; developers negotiate directly with the NAC. As described by Berglund and Butler, the NAC is composed of nine members: Two of them would be elected by residents of the project impact area four members selected by the Planning and Development

Department, two selected by at large City Council Members, and one selected by the City Council Member with the majority of the project in their district. It is important to emphasize that, in total, seven out of the nine members on the NAC are chosen by Detroit officials. Any resulting agreement must gain the approval of the City Council. Perhaps unsurprisingly, responses to Berglund's and Butler's research question varied according to which social groups were asked. While politicians involved in designing the CBO stated that they believed the process fairly included and accurately represented the perspectives of diverse stakeholders, they found that citizens and developers had different experiences. None of the activists or community organizers surveyed believed that the processes established by the CBO gave them the opportunity to fairly participate, and even developers conceded that the procedures were "unbalanced and unfair to residents on the basis of development knowledge" (Berglund and Butler 2021, p. 33). The authors conclude that

The difficulty that the current stipulations of the Ordinance have in producing NACs that are representative of Detroiters presents new ways that community benefits agreements may be exclusionary . . . The case of the CBO adds to these insights by uncovering the biases that may lie in the ways that policy defines the "community" that may benefit more affluent residents living in Greater Downtown, along with those who have clear networks in common with City officials (Berglund and Butler 2021, p. 34).

Scholars of participatory democracy have long observed that making political organizations excessively sensitive to informal connections, relationships, and norms can lead to deleterious consequences (Polletta 2004). Even with formalized negotiating procedures, the efficacy of the CBO is compromised by this problem. In response to these problems, I contend that a lottery system that produces a random sample of individuals who live within the surrounding census tracts of the project would be superior

to either giving too much power to political officials or allowing the most spirited civil society groups to dominate. The two biggest advantages of random selection is that it not only mitigates the effects of self-selection, but it can also safeguard against political co-optation. For these reasons, some have advocated their use as complementing existing electoral institutions (Landemore 2020), and others have gone as far as calling for the replacement of elections with mini-publics composed of randomly selected citizens (Van Reybrouk 2016). Because they amplify the voices of the most charismatic, passionate, wealthy, or any other characteristic that citizens deem worthwhile in a leader, self-selected forms of representation contradict the democratic premises of equality and inclusion (Manin 1997; Guinier 2008; Guerrero 2014).

The allure of distributing political offices by way of lotteries goes back (at least) to Ancient Athens, and its justification is premised on the notion that, given a frequent rotation and a small enough population, all citizens have a fair chance of being chosen. “The lot is the absolute leveler,” notes classicist Christopher Carey “placing rich and poor on the same footing and removing opportunities to influence the outcome, either through canvassing or corruption” (2017, p. 80). Similarly, Paul Woodruff (2005, p. 49) notes that lotteries were thought to be less corruptible than elections: “Neither wealth nor the maneuverings of political clique could affect the outcome . . .” It gives all members of the relevant population an equal *probability* of being selected to serve in positions of power.

I apply these core insights to recruitment into CBA negotiation procedures. A lottery system will make it less likely that particularly powerful social forces will be able to manipulate or subvert the agreement’s ends. Moreover, using census tracts for

recruitment is a better way to ensure that those involved in deliberations are those most likely to be disproportionately affected by the redevelopment project and also maximizes each resident's chances of being chosen to participate. Census tracts also have other advantages: They provide more consistent, reliable, and granular demographic data, they have clear and unchanging boundaries as opposed to other geographical divisions such as ZIP Codes, and they contain significantly smaller population sizes. Furthermore, in order to get closer to a sample that is descriptively representative<sup>xlvi</sup>, it is possible to identify socially relevant variables such as age, sex, race, income and educational levels. Additionally, individuals who negotiate a CBA without inhabiting the neighborhood, for example, a largely white trade union from out-of-town building in a predominantly Black neighborhood, have less of a stake in the outcome, making them less likely to have beliefs and attitudes that are representative of the neighbors.

To be sure, using census data as a means of generating a random sample of relevant interests carries with it well-known obstacles. Persons who are experiencing homelessness or have been affected by a natural disaster, low income individuals, renters, undocumented immigrants, young persons, LGBTQ persons, cultural and linguistic minorities, those without Internet access (or persons less likely to use the Internet), those without a high school diploma, households with blended families (multi-generations or non-relatives), or those who have a general distrust toward government are designated “hard-to-reach” groups in a 2018 United States Government Accountability Office

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<sup>xlvi</sup> I recognize that, while this is aspirational, it is ultimately an impractical goal. In the next paragraph, I will explain some reasons why this is unlikely.

report.<sup>xlviii</sup> Due to these circumstances, it is arguable that in urban areas—where CBAs are most prevalent—minority residents are underrepresented.

To offset the shortcomings of an approach that exclusively relies on random sampling, it may be more prudent to complement this with the more traditional strategies that deliberative pollsters utilize; these tools range from random-digit-dialing, use of voter rolls, and going door to door to inform and persuade individuals to participate.<sup>xlix</sup> In his description of beat meetings across Chicago, Fung (2004) identifies a more outward reaching strategy that uses community organizers to publicize meetings by visiting churches, neighborhood associations, and individual residences in bolstering engagement.

At the same time, by limiting eligibility of participating, as well as receiving community benefits, we are better positioned to operationalize the Principle of Affected Interests, one of the democratic tradition's most potent resources for inclusionary decision making (Shapiro 2003).<sup>1</sup> This issue penetrates debates concerning CBAs, as scholars such as Vicki Been (2010) express concern that the neighborhood-by-neighborhood approach to development that these agreements lend themselves to could lead to competitive relations among them as their particular interests diverge. For example, perhaps residents of a gentrifying neighborhood are actively organizing to oppose the process, while groups from wealthier, adjacent neighborhoods see it

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<sup>xlviii</sup> See the report here: <https://www.gao.gov/assets/gao-18-599.pdf>.

<sup>xlix</sup> See Graham Smith (2009) for further discussion of the merits and demerits of different recruitment strategies.

<sup>1</sup> While powerful, this principle has also been critiqued for being extremely difficult to actually apply (see Dahl 1990).

instrumental to raising their property values and increasing their consumer base; vice versa, we could see how neighbors from a strategically located part of town may wish to spur investment and growth, while—out of fear of what this portends for them in the long term—residents from surrounding areas organize to oppose the plans. Out of this competitive dynamic, how do we select which groups get to have the most say? What if powerful and self-serving interest groups from *outside* the neighborhood are ‘representing’ those within? Since the NACs are stacked with delegates chosen by elected officials, the true threat to their legitimacy is the appearance that they may be improperly influenced by powerful outsiders, damaging their credibility to serve their constituents’ interests. To avoid these pitfalls, I bar elected officials from eligibility for the CBA lottery.

To conclude this section, I offer a hypothetical example that incorporates the insights that I have explored throughout this section. In response to pressure from wealthy alumni, donors, segments of the student body, and a drive to increase its football program’s status, a university pursues plans to construct a stadium on campus. As the plans become public, local residents in this densely populated neighborhood recognize the potential negative externalities ranging from unsustainable spikes in property values and increased demand for parking spaces to the inconveniences of more traffic and noise pollution. In order to get the project through the government permit approval process, the developer recognizes that they have an incentive to address the major concerns voiced by the locals. After a series of meetings of intense exchanges, it is widely recognized that the only way to move forward is to sign a CBA that protects the most exigent concerns of the locals. Several weeks before the selection process occurs, the local government

commissions some of the more well-known, politically active groups in the nearby census tracts to raise awareness and encourage interested constituents to enroll in the CBA lottery, thus enabling them to negotiate with the university over the terms and conditions of the project. Approximately 20 individuals who reflect the socio-demographics of the surrounding area are then chosen to participate in CBA deliberations with representatives of the university. Throughout deliberations, both parties have the ability to ask questions and consult with relevant experts provided by the city who can be a source of objective information. To ensure that developers substantively engage with the claims and concerns of most participants and not just align themselves with a coalition that voices the least onerous demands, a three-fourths supermajority is required to enact the agreement.

### Enlarging Developer Responsibilities

In her book *The Just City*, Susan S. Fainstein emphasizes that one of the greatest impediments to equitable urban policy making is the single-minded pursuit of economic growth. “Justifications for projects in terms of enhancing competitiveness dominate the discourse of city planning,” she asserts, “even the provision of amenities such as parks or cultural facilities is rationalized by their potential to raise property values and attract businesses and tourists” (2010, p. 1). Critics of growth-based politics such as Fainstein have contended that this belief is underpinned more by ideological assumptions rather than an objective necessity; exclusive focus on the imperative of economic growth can treat it as if it has intrinsic value, but what gets lost in this utility-based rationale is that policies should be measured on the basis of how effectively they benefit the least well-off

or those most adversely affected (Fainstein 2010). However, the notion that governments—particularly at the local level—must legislate the economy with caution, being careful not to alienate the interests of capital is a powerful and historically salient argument. In his book *The Origins of the Urban Crisis*, urban historian Thomas Sugrue (2005, p. 143) highlights the lack of fit between democracy and market freedom when quoting a manufacturing worker with twelve years seniority who suddenly lost his job: “It was such a shock . . . I had been there so long . . . They just threw us out and didn’t say nothing . . . they just threw us out on the street.” Sugrue bleakly observes that deindustrialization “imperiled Detroit’s fiscal base,” and that, “Increasingly, the city became a home for the dispossessed, those marginalized in the housing market, in the greater peril of unemployment, most subject to the vagaries of a troubled economy” (2005, p. 149). In a similar vein, describing the economic fallout of deindustrialization on American cities, urban sociologist William Julius Wilson (1998, p. 19-20) observes, “the concentrated joblessness of the inner-city poor represents the most dramatic form of the growing economic dislocations affecting many Americans that stem in large measure from changes in the organisation of the economy, including the global economy.” Lastly, in her book *Power, Participation, and Protest in Flint, Michigan*, political scientist Ashley E. Nickels (2019, p. 72) offers an illustrative quote from a former Flint resident that captures the adverse effects of the city’s changing economic conditions

The beginning of the end for me was the Rutherford administration [1975-1983]. That was really when GM started pulling out . . . Factories were closing, workers started losing their jobs, people started leaving *en masse*, and the schools started losing population . . . The city and the schools couldn’t deal with the shrinking city . . . Dealing with a shrinking city and having to maneuver around that has been very difficult for Flint . . . There’s still huge amounts of money and pockets of money still left over from General Motors days . . . and like other cities, there’s a lot of super-poor. Thousands of people in poverty. You get a great divide.

In addition to empirical work, political philosophers have voiced similar concerns about the ramifications that occur when citizens feel as if their economic and political institutions are no longer responsive to their wishes and welfare. Michael Sandel begins his book *Democracy's Discontent* with the worrisome assertion that public opinion in the United States is frustrated by a sense that, “individually and collectively, we are losing control of the forces that govern our lives” (1996, p. 3). Patrick Deneen (2018, p. 7) attributes the pervasive dissatisfaction and disaffection that American citizens express toward the capacity of government to act as a positive force in their lives as “largely as a response to people’s felt loss of power over the trajectory of their lives in many distinct spheres—economic and otherwise . . .” Moreover, political theorist Ali Aslam attributes the emergence of social movements such as the Tea Party and Occupy Wall Street to the increasing “anger and frustration with democratic institutions and channels incapable of addressing the sense of powerlessness, distrust, and even betrayal that citizens feel” (2017, p. 2).

The observations from these thinkers across disciplinary as well as ideological spectrums are crucial in allowing us to tease out a central and unavoidable problem with profound social and political implications: Political decision makers are, to use political scientist Charles Lindblom’s (1982) term, “imprisoned,” by the need to ensure that public policies remain palatable to business interests. And this effective veto power over public policy has perilous consequences for those whose lives and livelihoods would be most affected. However, as we have seen, when the law-making process is unable to act, those affected attempt to have their underlying cultural and material insecurities addressed. Thus, one of the central issues that practitioners of CBAs as well as legislators who must

regulate them revolves around how to create a structure that requires that developers work as long-term, substantive stakeholders in the neighborhood. The solution that I propose is that, as opposed to a one-time distribution of community benefits (how they currently work), CBAs funds should be redistributed annually. However, if the existing agreement no longer meets residential needs and wants, then a renegotiation occurs that authorizes a new one. In tandem, these reforms would do a better job of embedding redevelopment projects into the fabric of the neighborhood as well as improve the quality of life of everyday residents.

The question of whether large-scale corporations are compatible with democratic values has long vexed observers as well as practitioners of American politics. In the country's founding period, Thomas Jefferson argued against policies that would transition the country away from a republic composed largely of dispersed, small-scale artisans, towards one under which large manufacturers would dominate. Specifically, he warned that a nation of employees would threaten the virtue of independent, proud, and responsible citizens: "Dependence begets subservience and venality, suffocates the germ of virtue, and prepares fit tools for the designs of ambition . . . let us never wish to see our citizens occupied at a work-bench, or twirling a distaff" (Jefferson 2017, p. 146-147). Into the twentieth century, Progressives argued for greater governmental regulation over capitalist enterprises. Since political power emanates from economic power, their fear was that the growing size and magnitude of private firms was beginning to outstrip the public's ability to democratically regulate them (Hofstadter 1956). Others contended that the function of capitalist entities in Black neighborhoods was to treat them as 'internal colonies,' to "come into the ghetto from the outside, bleed it dry, and leave it

economically dependent on the larger society” (Carmichael and Hamilton 1967, p. 17). More contemporaneously, social upheaval in response to a series of police killings of unarmed Black men and women have prompted public discussion surrounding the ethics of looting large corporations and the fundamental role and responsibilities of those enterprises inhabiting mostly Black, impoverished neighborhoods (Allen 2010; Sirota 2020; Fraser 2020).

On the heels of recent studies highlighting the enormity of wealth concentration in the United States, finding bottom-up forms of wealth building are as politically relevant at the national level as they are at the local level.<sup>li</sup> In their effort to combine the contradictory imperatives of promoting a changing and dynamic local economy infused with concern for those most affected, CBAs fruitfully contribute to this ongoing debate. However, due to their often flawed execution, the end result skews the benefits of companies’ productive capacities away from those who most need them. But, up to this point, there has been scant discussion in the literature on CBAs regarding their temporal dimension. Presently, once the agreement is signed, it is enforced, benefits are redistributed, and the developer’s obligations end. This is true even if the developer does business in the same location for any number of years after the CBA. For example, while there is already limited evidence that taxpayer-funded stadiums produce positive external benefits (Paulas 2018), Yankee Stadium opened in 2009—and while a CBA was indeed

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<sup>li</sup> One of the principal findings from a 2017 report, Chuck Collins and Josh Hoxie note that the “three wealthiest people in the United States—Bill Gates, Jeff Bezos, and Warren Buffett now own more wealth than the entire bottom *half* of the American population combined, a total of 160 million people or 63 million households.” Similarly, a 2021 *New York Times* report underscores that the top 1 percent wealthiest Americans control 38 percent of the value of stock accounts, 18 percent of equity in residential real estate, 24 percent of the cash held in liquid bank accounts, and 51 percent of the value of accounts that hold individual stocks (Gebeloff 2021).

negotiated<sup>lii</sup>—the organization has not been obligated to contribute to the health and longevity of residents of the South Bronx since. Furthermore, while the act of negotiating and agreeing to a contract with neighborhood representatives is a form of consent, to prevent the possibility of an agreement being too asymmetrical and one-sided, legitimate contracts also presuppose that all sides benefit equally. Thus, my proposal requires a thicker, more substantive participation on the part of developers to periodically and continuously financially contribute to the well-being of the surrounding neighbors.

The reforms that I propose accompany difficult questions. Why not emulate the approach of cities like Detroit to regulating CBAs? As described in chapter two, Detroit’s ordinance requires that all projects valued at \$75 or receive over \$1 million in public financial incentives or if public land is transferred to a private developer. The regulatory approach of a CBA being mandated when a project meets a legally defined threshold such as having total value that exceeds a particular amount or having received a specified level of public subsidies shows to have serious flaws. Conceptually, this approach creates an artificial distinction between projects that ‘receive’ direct support from development policies such as tax breaks or subsidies and those exempted from benefiting from direct or indirect government supports engages in an artificial distinction between the state and society, as was once summed up by political economist Karl Polanyi (2001, p. xxviii) when he claimed “laissez-faire was planned.” Since Polanyi’s fundamental insight, more contemporary economic sociologists have followed suit: In his book *Marketcraft*, Steven K. Vogel observes that, “modern market systems are not natural phenomena that spontaneously arise, but rather complex institutions that must be

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<sup>lii</sup> And, as described in chapter three, this was a fatally flawed agreement.

created and sustained by the visible hand of the government” (2018, p. 2) If administrators, courts, and—above all—legislators are the most important actors tasked with creating, shaping, regulating, and supporting markets that are inextricably *embedded* within a context of existing rules, norms, values, and power relations, then the most salient concern is how the power to influence market outcomes is distributed. At the local level, development policies such as subsidies, property tax cuts, (re)zoning, and eminent domain play a crucial role in facilitating economic activity. The consequence of ignoring this reality is to obfuscate the degree to which these economically significant decisions are shaped by democratic institutions.

The second objection I raise to Detroit’s regulatory approach is that it fails to address the problems of inequalities of civic skills, unequal negotiating power, and—one of the biggest problems of CBAs—the tendency of politicians to instrumentalize them for their own purposes. Moreover, aside from lack of clarity among citizens, there remains a general uncertainty about what the orientation or role of public officials should be under the law. This confusion is captured by Berglund and Butler (2021, p. 33)

when asked what the role of City staff was meant to be, some felt that their role was to provide NAC members and the local community with tools to negotiate, while some felt that they should act as a neutral facilitator; others were still on the fence about the role they should play. This confusion does not mean that planners were acting in a neutral manner, as there are aspects of the Ordinance (and the development process) that they are a part of that place residents at a systemic disadvantage.

While the government can put into place clear criteria for when procedures that lead to an agreement are activated, if there is an overwhelming sense that the processes fail to provide the requisite information in addition to substantively equal conditions for hearing diverse views, then this obstructs the efforts of reformers. Thus, one of the

biggest problems facing the Detroit ordinance lies in “the inability to ensure inclusive representation of the local community in negotiations due *to lack of adequate knowledge or consistent expectations* regarding the scope and types of benefits” (Berglund and Butler 2021, p. 42).

In the event that a developer that has already negotiated a CBA and wishes to sell or lease their property, municipalities should ensure that the terms and conditions of the agreement remain in force. In this case, the buyer will purchase the land under conditions of transparency and with full knowledge of the conditionalities that are tied to the acquisition. But, while they would inherit the obligations of an existing CBA, my reform would not require those new developers to agree to a new agreement if residents wish to engage in a renegotiation. At that point, while it may be a good business strategy to negotiate a new agreement, the developer could exercise their option to exit and relocate, or could simply refuse to engage. As I have argued, developers are most likely to negotiate under conditions of locational dependence and it would be infeasible to move business elsewhere, thereby making it most rational to work with as opposed to against the claims of those living most adjacent to the project. However, because they may find developers that no longer wish to be bound by the constraints of a CBA, if chosen, the option to renegotiate poses a risk for residents.

Thus, my aim is to rectify some of the faults of Detroit’s CBO. Rather than concentrating too much responsibility—and trust—in the hands of elected officials who may be uncertain about their role and whose actions may be improperly influenced by external forces, my approach reimagines the character of CBAs. Furthermore, in contrast to Detroit’s policy, I leave the decision of whether developers agree to a CBA out of the

hands of political actors and leave it to contentious politics in civil society. Under my proposal, the government performs the vital roles of educating and distributing relevant information about the pros and cons of a development project, commissions community organizers to bring greater awareness, conducts the lottery for recruitment, brings in relevant experts and representatives from both sides to lend their expertise and insights, and enforces the resulting CBA. Here, the state is largely a facilitator, providing a much-needed background role of supplying residents with resources needed to effectively engage with well well-resourced developers.

In conjunction with other alternative and innovative strategies, a reformed CBA has the potential to fundamentally alter our conventional approach to mitigating inequality. The dominant approach to policy making in the United States is to identify those in greatest need and redistribute a sufficient amount of resources to them in order to meet their basic needs. My proposals are in line with new approaches to reducing inequalities that emphasize place-based institutional designs that give greater emphasis to a more widespread dispersal of human capital, wealth, and property holdings. In his work, Gar Alperovitz (2013) emphasizes that the proliferation of “social enterprises” (i.e. worker-owned enterprises, neighborhood corporations, municipal enterprises, community land trusts, cooperatives, community development corporations, etc.) with the purpose of democratizing and dispersing ownership and wealth at the community level has been one of the most salient economic developments in America over past several decades.<sup>liii</sup>

Perhaps unsurprisingly, Alperovitz also notes that the push for these types of

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<sup>liii</sup> In addition to tangible institutional designs put forth by political economists like Alperovitz, political theorists have also favorably written about the normative desirability of a “property-owning democracy.” See Rawls (2001), Elkin (2006), Williamson and O’Neill (2009), and Thomas (2016).

experimental designs is most intense in neighborhoods managing the pressures of gentrification. Moreover, in a 2021 report published by the Federal Reserve Bank of St. Louis and The Aspen Institute, Ted Howard and Sarah McKinley emphasize the priority of fighting wealth inequality, and particularly the racial wealth gap at the neighborhood level. They underscore that, “we must build wealth in our communities, creating an economy where assets are broadly held and locally rooted over the long term so that income recirculates locally, creating stable prosperity.”

As they preserve private ownership and control over large concentrations of wealth and power, CBAs fall short of radical change in the landscape of urban neighborhoods. However, this qualification does not mean that genuine gains cannot be made from the productive potential of redevelopment projects. In fact, it is arguable that their efficacy lies in their pragmatism, and their focus on bread-and-butter issues that people have regarding the negative externalities of redevelopment projects on themselves and their neighborhoods. This is illustrated in the L.A. Live agreement discussed in chapter three, which addresses eminently practical needs ranging from accessible open spaces and targeted employment opportunities to affordable housing and basic services of traffic, parking, and public safety (Salkin and Lavine 2007/08). Under my proposal, two courses of action could take place after the forging of the initial agreement. The first is an annual recommitment to the terms and conditions of the contract. Or secondly, if new and unforeseen issues emerge after the first agreement was negotiated, then the CBA could be open to renegotiation, with a new sample of residents being randomly chosen to

negotiate.<sup>liv</sup> If this second option is chosen, then using census tracts has additional benefits: If agreements are periodically renegotiated, then not only will more residents will have an opportunity to participate in the process, but it will select from a smaller population than, a postal code, for example, and so each individual's probability of being chosen is heightened.

In previous chapters, I have explored the various ways that CBAs fail to work to the advantage of those most adversely affected by redevelopment projects. Instead of rejecting them for their imperfections, I contended that a better approach would be to find solutions that enable them to better meet the needs of disadvantaged residents. In contrast to elite-driven redevelopment approaches, I find that harnessing and incorporating the local knowledge and everyday experiences of residents can lead to better and more responsive agreements. The first reform that I put forth proposes random selection procedures for recruiting residents in CBA negotiations. The benefits of random selection are twofold: Firstly, from small-sized populations such as census tracts, all those who wish to participate have a fair chance to participate; secondly, lotteries are less sensitive and manipulable to groups of unequal power and status in civil society. The second reform I posit is arguably much more consequential in mitigating long-term inequalities in primary goods. Requiring an annual redistribution of community benefits ensures that the economic gains generated by redevelopment projects leads to continual material improvements for the surrounding community. Perhaps controversially, this entails a departure from how these institutions are conventionally conceived. Moreover, allowing the opportunity for renegotiation of an existing CBA keeps agreements sensitive

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<sup>liv</sup> To maximize opportunities for participation, residents who participated in the original CBA would be barred from being selected in any subsequent CBA.

to present and particular needs. To those who may charge that these proposals would make developers vulnerable to the continuously changing demands of a fickle constituency, I remind them that all CBAs require their support, and if they do find demands to be unreasonable, they can utilize their bargaining position to ensure that their own interests be addressed to a greater degree. I hold that these reforms furnish both political and economic benefits. On the political side, they give those whose voices and interests are traditionally excluded from the CBA process a say over their built environment. Economically, an ongoing disbursement of community benefits provides new vistas of opportunities, one particularly attractive option could be to shore up funds supporting entrepreneurship that could nurture a generation of new locally owned small businesses, thus giving residents a renewed sense of opportunity, ownership, and place.

### Summary and Implications

In her case study of Pittsburgh's first CBA, which resulted from intense negotiations between the Penguins and local residents, Colleen Cain (2014, p. 945) describes CBAs as "novel approach[es] to the articulation of community interests . . . they hold developers accountable and empower communities in redevelopment processes." While the image of CBAs as functioning as paragons of democratic inclusion is a seductive one, it elides some of the thorniest and problematic obstacles to that goal. Some of the qualities that put CBAs in tension with democracy are unavoidable and unlikely to be reconciled. For example, particularly recalcitrant developers may simply refuse to engage in cooperative relations with surrounding residents. What is more, without an overriding locational dependence, the ability to evade neighborhoods (or

cities, perhaps) with strong redistributive demands is an irresolvable problem in an economy that staunchly protects property rights. While CBAs are limited tools, they can be effective in incentivizing developers to incorporate local demands into their projects in order to receive government subsidies or permit approvals.

One of the central arguments put forth in this chapter is that debates over the efficacy of CBAs or whether citizens are capable of coming together to deliberate about the common good are long standing ones that animate the history of democratic theory and practice. The documented issues that stymie the potential of CBAs to achieve their goal of more inclusive development should be evaluated through the prism of past efforts of democratic experimentation. Engaging in a comparative analysis can help inform policymakers and institutional designers about the pitfalls and possibilities for constructing more effective CBAs: What are some effective safeguards to prevent political elites from exerting inappropriate pressures to influence the process? Given that a degree of expertise is required for residents to make fully informed decisions, what are some mechanisms that ensure that experts remain in their advisory role and not make authoritative decisions? Lastly, how can the effects of the participation gap be mitigated while still allowing all a formally equal opportunity to participate? These questions—along with a host of others—merit particular consideration in designing more democratic CBAs.

The second goal of this chapter is to identify an achievable alternative to self-selected participation in CBAs. The problem of self-selection occurring in the processes leading up to an agreement is a determinative factor in shaping how community benefits are ultimately distributed. Some schools of democratic thought contend that one of the

main objectives of political participation is to protect one's interests. Therefore, if one social group (or multiple of them) is either formally or informally prevented from making their voices heard, then their interests will be left out or ignored. Socially unequal turnout will result in biased policies (Brennan and Hill 2014). At a microcosmic level, a central shortcoming of CBAs is this core insight. I argue that a lottery-based system is both intuitively fair and is also a novel way to neutralize or offset larger societal imbalances in political resources.

While most reforms to CBAs have focused primarily on events leading up to the signing of the agreement, my final proposal concerns what follows the signing. I argue that the ends of an agreement should be to further embed a redevelopment project into the social and economic fabric of the neighborhood. As practiced, developers' obligations end after a one-time distribution of community benefits regardless of the duration of the project. Applying the insights of political economists and theorists, I contend that such agreements can exercise a more salutary role in their environment if they utilize their productive capacities to continually work to generate wealth and opportunities for the least advantaged. By requiring an annual recommitment to the existing CBA or an annual renegotiation of a contract with local residents, developers can move away from the perception of having a transactional relationship with the local environment towards one of long-term institutional citizenship.

## CHAPTER #6

### CONCLUSION

The history of neighborhood initiative reflects a persistent tendency to ask those with the fewest capital, institutional, and human resources to draw on those resources to better their lives . . . and to ask the excluded to be responsible for finding a way to become included. Reformers repeatedly have encouraged the residents of poor, excluded communities to organize, and to pressure the larger society for resources and a voice in institutions affecting their lives. But in most cases when they have done so they have received little support from the very people encouraging them in the first place (Halpern 1995, p. 12)

In his study on the history of urban policy in Washington, D.C., urban historian Howard Gillette, Jr. (1995, p. x) contends that there are two trends that dominate the history of urban policy making at the national level; the first of these trends aims to “improve the physical environment, to make cities beautiful,” while the other aims to “improve conditions of social welfare, to make cities just.” Gillette remarks that while these aims do not necessarily conflict with one another, and at times throughout American history planners have made efforts to unite them, they often diverge in practice.

Caught between opposing forces for beautification and social justice, Washington gained two identities: one closely associated with the federal presence, visited annually by millions of tourists and known as the city beautiful; the other consisting of the city’s indigenous neighborhoods, many of them beset by inadequate housing, soaring levels of poverty and crime, and social disorder (Gillette 1995, p. x-xi).

One of the core tasks of this dissertation has been to explore how discussions and approaches to neighborhood revitalization can move us closer to the “justice” side of Gillette’s proposition. At a moment when hardening racial and class-based stratifications continue to be entrenched into the fabric of American inner cities, urbanist Richard Florida (2017, p. 98) observes that “winner-take-all urbanism” has led many cities to

become “two separate cities—one a thriving city of highly educated, prosperous knowledge workers, the other a sinking city of largely African Americans trapped in persistent poverty.” Thus, the central tensions of making the city an attractive place for the young and affluent while promoting equal political responsiveness to the wants and needs of longstanding residents and the disadvantaged is an enduring problem for policymakers.

Emblematic of these tensions, one recent example from Philadelphia illustrates how a politics of ‘growth at all costs’ has radically interrupted access to healthcare for the city’s most underprivileged residents. In 2018, it was announced that Hahnemann, a privately-owned hospital that opened in 1885 would be closing its doors. Making matters worse, a disproportionate share of the hospital’s more than 50,000 annual patients were poor and low-income, as many had publicly funded insurance or no health insurance at all, and two-thirds were Black or Hispanic (Pomorski 2021). Illustrating how vital the institution was to those most in need, one doctor said, “Hahnemann took care of the people that no one else wanted” (Pomorski 2021). What makes this example germane to urban redevelopment is the opportune location of the hospital, conveniently located just blocks away from city hall and the Pennsylvania Convention Center and approximately a mile and a half from the freshly rehabilitated Metropolitan Opera House (The Met) and Temple University, just minutes away via public transit. Speculation quickly swirled that the private-equity firm that purchased the hospital was planning to transition the building into luxury condominiums. The story quickly captured national attention, and then-presidential candidate and Vermont Senator Bernie Sanders spoke at a demonstration outside of the hospital, arguing that the closure was “not just a Philadelphia issue, it is not

a Vermont issue, it is a national issue.” And, in a country where roughly 30 hospitals per year are closing, this “will send a signal to every vulture fund on Wall Street that they can do the same thing in community after community” (Terruso 2019).

While at the time of this writing, Hahnemann remains an ominously empty building situated in the middle of an otherwise bustling North Broad Street, but the central moral questions that swirl around it strongly parallel those of the redevelopment projects that involve CBAs as well as strike at the heart of democratic theory. In his argument for greater democratic control over the major economic institutions of his time, John Dewey (1954, p. 15-16) anticipated some of these very questions

The public consists of all those who are affected by the indirect consequences of transactions to such an extent that it is deemed necessary to have those consequences systematically cared for . . . Since those who are indirectly affected are not direct participants in the transactions in question, it is necessary that certain persons be set apart to represent them, and see to it that their interests are conserved and protected.

For Dewey, a ‘public’ is any type of constituency that emerges in response to a specific problem of significant social importance. Recognizing the benefits of collective action to mitigate or prevent an identifiable threat, they fashion an institutional response that authorizes individuals (or group thereof) to make decisions on their behalf, with their actions ultimately subject to popular control. A ‘public’ could be workers concerned about management’s decision to close the factory, students protesting administrative budget cuts, or neighbors organized to oppose officials’ plans to seize private property for a new development project. When ‘private’ transactions have significant public consequences, should those affected have a say? If so, how can we determine which members of the public speak on behalf of those affected? And, what precisely is the role of government in mediating and adjudicating these interactions?

In this dissertation, I have applied these queries to the contentious politics that surround urban redevelopment projects in major American cities. I argued that, while they do represent progress in giving residents greater control over key institutions in their own neighborhoods, their capacity to allow for radical changes over urban redevelopment is limited. Firstly, since they are negotiations *with* developers who must accept the terms and conditions of an agreement as opposed to claims made *against* developers that face no alternative but comply, developers wield an effective veto over any proposal. If the costs of negotiation exceed the potential benefits, it is unlikely that developers will engage. As a result, any agreement that is agreed upon will be the embodiment of not just a compromise among residents who may have conflicting interests, but also what the developer believes is in their own best interest. Moreover, as described in chapter three, CBAs risk cooptation by self-serving politicians and developers who do not always negotiate with the locals in good faith. One common strategy I identified was that developers will choose to enter into an agreement with a single, strategic interest group with the least threatening demands; this is doubly advantageous, as not only does the developer get their project and the benefits that flow from it, but they also benefit from the favorable public relations of being socially conscious capitalist who takes the responsibility associated with being an institutional citizen seriously.

Aside from greater developer power and the skillful ways they may attempt to weaken an agreement, it is equally important to be mindful of how unequal input to a CBA can result from power imbalances within civil society. Theorists of democracy have long claimed that the ‘intermediary institutions’ of civil society are an indispensable check on state power and a vital ingredient to a self-governing citizenry. However, as

this dissertation points out, there is nothing inherently empowering or democratic about civil society activity. Civil society is democracy-enhancing if at least one of two conditions are met: 1) the interests and desires of the most participatory and organized mirror those of least likely to participate (and this still represents a form of political inequality, but one that we may find more acceptable), or 2) the pluralist's vision, where many groups possess relatively equal resources and opportunities to make their voices heard, leading to an outcome that is fashioned by compromise among diverse interests. As it pertains to CBAs, this dissertation has shown that neither of these assumptions can be taken for granted. At best, CBAs are emblematic of the conflicting and contradictory forces that constitute civil society. In a discussion of the limitations and dilemmas making meaningful political change through civil society, political scientist John Ehrenberg (1999, p. 244) captures this essential point

civil society tends to reinforce already-existing distributions of power. It can also mitigate the effects of central authority, but it is not so clear that it can overcome the effects of structural economic inequity. In the best of circumstances its intermediate associations are too weak to seriously contest the effects of inequality. In the worst of circumstances, they play an active role in strengthening them.

Ehrenberg's ambivalent assessment is echoed by political historian Thomas Sugrue (2009) who notes that, even in the midst of an enormous expansion of the powers and responsibilities throughout the twentieth century, political forces at the local level still exercise formidable power to influence the distribution of who gets what, often in ways that reinforce and harden pre-formed patterns of racial and economic hierarchies. While Ehrenberg is right to point out that the scope of civil society and its constituent associations are fundamentally limited in the capacity to influence the 'basic structure' of society that significantly determines the distribution of wealth and political influence, but

it would be misguided to understate the remaining central importance that local decision making has over the issues that Americans care deeply about over schools, public safety, and land use decisions (Trounstone 2009). Much of the success of these efforts hinge on the degree to which they can mobilize widespread participation and involvement from diverse swaths and interests of those most affected by policy decisions.

This dissertation aims to not simply explain, evaluate, or critique CBAs, but also to find pragmatic solutions to some of the biggest contributing problems to why these institutions fail to consistently reflect the needs and interests of those they claim to represent. Firstly, I proposed reforms that would do a better job of recruiting and putting to use a representative swath of residential input in the forging of an agreement. I called for establishing a lottery that randomly selects residents living in the surrounding census tracts of a project to replace the current model that gives developers unlimited discretion to negotiate with any groups they choose. A local lottery will not only go further to democratize involvement, but also make it difficult to ‘buy off’ participants because its patterns will not simply mirror existing power relations. This problem was perhaps most fully on display in the agreement between Columbia University and neighboring Manhattanville residents; seven of the fifteen of the members of the board tasked with distributing \$150 million in community benefits were appointed by politicians and sympathizers of the project (Baldwin 2021, p. 101). A lottery system would preclude elite manipulation of CBAs, and an extra measure to protect against manipulation, either by promise of reward or threats of intimidation, could be the nondisclosure of the names of participants, as is already standard in jury trials. Lastly, a lottery system makes the most

efficient use of the local knowledge of residents, allowing for a bottom-up, as opposed to a top-down approach to discerning the wants and needs of the neighborhood.

Moreover, I couple the procedural equality of all to participate with institutionalized efforts taken by the local government to take substantive efforts to mobilize those neighborhood groups who may be least likely to participate. As Archon Fung (1999) describes making reforms to enhance neighborhood participation in Chicago Community Policing meetings, the government can commission community organizers and established and respected community leaders to get the word out about a given project and encourage mass involvement. These leaders could be deployed to various civic sites in the area, including churches, parks, and marketplaces. In addition to inspiring participation to join the CBA lottery, these efforts could revive these sites and transition them into crucial locations for building social capital, or “features of social life—networks, norms, and trust—that enable participants to act together more effectively to pursue shared objectives” (Putnam 1995, p. 664-683). Without efforts to substantively mobilize turnout, the reforms that I have proposed will lose legitimacy, remaining vulnerable to the perception that negotiations were kept underwraps, shrouded in secrecy, and not sufficiently open and inclusive to public deliberation.

Furthermore, I argued for a new framework for the way that we *think* about CBAs. Presently, CBAs require developers to agree to a one-time distribution of community benefits; my alternative approach of an annual redistribution of benefits goes further than the status quo in turning developers into genuine institutional citizens with long term stakes in the health and vitality of the neighborhood. What is more, I claimed that in making CBAs provisional and open to a periodic renegotiation, they can do a

better job of ensuring that distribution of community benefits remains consistent with residential needs.

### Areas for Further Research

When I first began my research, I was struck by the multidisciplinary nature of the scholarship on CBAs. Scholars from urban studies, law, and sociology were raising wide-ranging issues, from their failure to sufficiently attack the causes of gentrification and displacement and their unique ability to bridge the divide between the conflicting goals of growth and democracy, to the vulnerability of these agreements to over represent the interests of the wealthy and well-connected. While it first seemed as if there was no room for an original contribution, I was simultaneously struck by the dearth of scholarship aimed exclusively at CBAs among political theorists, and specifically democratic theorists, who could provide invaluable insights into limitations and prospects for reform. This underrepresentation, I concluded, thwarted the ability of academics, elected officials, and urban activists to comprehensively grasp these institutions as devices for balancing economic growth with democratic participation.

While this dissertation aims to contribute to this ongoing conversation, significant questions linger about the reliability of CBAs to become viable instruments of meaningful political change. The first question hovers around the supply side of this debate: Given their increasing usage and significance in land use debates, how receptive will city council members be in strengthening the bargaining power of residents vis-à-vis developers? And given the political muscle and outsized influence of real estate developers in urban politics, this prospect may seem unlikely, at least initially. But,

while the details of the policies may be unclear or misguided, it is an auspicious sign that local governments in major American cities have successfully implemented CBA legislation or have introduced legislation that ultimately failed to muster enough support to pass, as was the case in Philadelphia in 2019.<sup>lv</sup> In chapter one, we saw how Jeanette Taylor, one of the main community organizers pushing for a CBA in the case of the Obama Center was later elected to the Chicago City Council, and in the case of the L.A. Live agreement, it took dense coalition of five unions, over 20 community groups, and hundreds of residents to win an agreement.

Another overlapping, yet distinctive, question surrounding future research on CBAs is, Can the momentum generated by CBAs be sustained and broadened into a larger, proactive political movement, or will they retain their mostly reactive orientation of combating inequality on a piecemeal, project-by-project basis? That major cities have moved to craft legislation to impose universal standards around CBAs and that key community activists involved in organizing these institutions have gone on to subsequently occupy elective office (in Chicago, for example) indicates that they can—at least under certain circumstances—morph into a broader political force. In future research, I would like to examine this question as well as the conditions that inhibit or enhance the capacities of CBAs to serve as a launching pad for greater and more enduring political reform. At this point, however, it is unclear as to whether these examples are simply aberrations or harbingers of a more progressive politics in the fight for our cities.

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<sup>lv</sup> For the basic provisions outlining the proposal, see <https://phlcouncil.com/council-president-clarke-introduces-bill-to-require-community-benefits-agreements-for-city-supported-and-high-impact-development-projects/>.

## REFERENCES CITED

- Achen, C. and Bartels, L. (2017). *Democracy for Realists: Why Elections Do Not Produce Popular Government*. Princeton, NJ: Princeton University Press.
- Ackerman, B. and Alstott, A. (1999). *The Stakeholder Society*. New Haven, CT: Yale University Press.
- Ackerman, B. and Fishkin, J. (2004). *Deliberation Day*. New Haven, CT: Yale University Press.
- Allen, A. (2010). Heroes And Not Criminals: The Ethics Of Looting. NPR.  
<https://www.npr.org/templates/story/story.php?storyId=122772592>
- Alperovitz, G. (2013). *What Then Must We Do? Straight Talk About the Next American Revolution*. White River Junction, VT: Chelsea Green Publishing.
- Althaus, S. (2003). *Collective Preferences in Democratic Politics: Opinion Surveys and the Will of the People*. New York, NY: Cambridge University Press.
- Amengual, M. (2018). Buying stability: The distributive outcomes of private politics in the Bolivian mining industry. *World Development*, 104: 31-45
- Amzallag, D. (2013, March 27). Three Members Resign From LDC. *Columbia Spectator*. <https://www.columbiaspectator.com/2007/11/29/three-members-resign-ldc/>
- Arendt, H. (1968). *Between Past and Future: Eight Exercises in Political Thought*. New York, NY: Penguin Books.
- Arnold, P. (2018, December 13). The CBA at Work: West Harlem Development Corporation Uses In-Kind Benefit to Fund Space at Columbia for Local Nonprofit Groups. *Columbia University Office of Government and Community Affairs*.

<https://gca.columbia.edu/news/cba-work-west-harlem-development-corporation-uses-kind-benefit-fund-space-columbia-local>

- Arnstein, Sherry. (1969). A Ladder of Citizen Participation. *Journal of the American Institute of Planners*, 35:4, 216-224, doi: 10.1080/01944366908977225
- Aslam, A. (2017). *Ordinary Democracy: Sovereignty and Citizenship Beyond the Neoliberal Impasse*. New York, NY: Oxford University Press.
- Bachrach, P. and Baratz, P. (1962). The Two Faces of Power. *The American Political Science Review*, 56(4): 947-952
- Bagli, C. (2008, November 4). *As Stadiums Rise, So Do Costs to Taxpayers*. The New York Times. <https://www.nytimes.com/2008/11/05/nyregion/05stadiums.html>
- Baiocchi, G. and Ernesto, G. (2017). *Popular Democracy: The Paradox of Participation*. Stanford, CA: Stanford University Press.
- Baldwin, Davarian. *In the Shadow of the Ivory Tower*. New York, NY: Bold Type Books.
- Bartels, L. (2008). *Unequal Democracy: The Political Economy of the New Gilded Age*. Princeton, NJ: Princeton University Press.
- (2002). Economic Inequality and Political Representation. Paper presented at the annual meetings of the American Political Science Association, Boston, August
- Basolo, V. and Huang, C. (2001). Cities and Economic Development: Does the City Limits Story Still Apply? *Economic Development Quarterly*, 15(4): 327-339
- Baxamusa, M. (2008). Empowering Communities through Deliberation: The Model of Community Benefits Agreements. *Journal of Planning and Education Research*, 27: 261-276
- Becher, D. (2014). *Private Property and Public Power: Eminent Domain in*

*Philadelphia*. New York, NY: Oxford University Press.

- Bechtel, D. (2007/2008). Forming Entities to Negotiate Community Benefits Agreements. *Journal of Affordable Housing & Community Development Law*, 17(1/2): 145-154
- Been, V. (2010). Community Benefits Agreements: A New Local Government Tool or Another Variation on the Exactions Theme? *The University of Chicago Law Review*, 77(1), 5-35. doi: 10.2307/40663024
- Berglund, L. and Butler, S. (2021). Detroit's community benefits ordinance: setbacks and opportunities to giving residents a voice in development. *Journal of Community Practice*, 29(1), 23-45  
<https://www.tandfonline.com/doi/full/10.1080/10705422.2021.1881857>
- Blumgart, J. (2019, December 19). Mayor expected to sign bill requiring developers give back to Philly communities. <https://whyy.org/articles/mayor-expected-to-sign-bill-requiring-developers-give-back-to-philly-communities/>
- Bradley, S. (2003). "Gym crow must go!" Black student activism at Columbia University, 1967-1968. *The Journal of African American History*, 88(2)
- Bookchin, M. (1991). Libertarianism Municipalism: An Overview. *Green Perspectives*.
- Brennan, J. (2012). *Libertarianism: What Everyone Needs to Know*. New York, NY: Oxford University Press.
- (2016). *Against Democracy*. Princeton, NJ: Princeton University Press.
- Brennan, J. and Hill, L. (2014). *Compulsory Voting: For and Against*. New York, NY: Cambridge University Press.
- Brennan, J. and Landemore, L. (2022). *Debating Democracy: Do We Need More or*

- Less?* New York, NY: Oxford University Press.
- Broder, D. (2000). *Democracy Derailed: Initiative Campaigns and the Power of Money*. New York, NY: Harcourt, Inc.
- Broockman, D. (2013). Black Politicians Are More Intrinsically Motivated to Advance Blacks' Interests: A Field Experiment Manipulating Political Incentives. *American Journal of Political Science*, 57(3)
- Brown, W. (2015). *Undoing the Demos: Neoliberalism's Stealth Revolution*. New York, NY: Zone Books.
- Buchanan, S. (2010). *Why Marginalized Communities Should Use Community Benefit Agreements as a Tool for Environmental Justice: Urban Renewal and Brownfield Redevelopment in Philadelphia, Pennsylvania*. 29 Temp. J. Sci. Tech. & Envtl. L. 31, 52
- Cain, C. (2014). Negotiating With the Growth Machine: Community Benefits Agreements and Value-Conscious Growth. *Sociological Forum*, 29(4), 937-958.  
doi: 10.1111/socf.12127
- Campbell, D. and Crittenden, J. (2019). *Direct Deliberative Democracy: How Citizens Can Rule*. New York, NY: Black Rose Books.
- Carmichael, S. and Hamilton, C. (1992). *Black Power: The Politics of Liberation*. New York, NY: Vintage Books.
- Carnes, N. (2013). *White-Collar Government. The Hidden Role of Class in Economic Policy Making*. Chicago, IL: The University of Chicago Press.
- (2018). *The Cash Ceiling: Why Only the Rich Run for Office—and What We Can Do about It*. Princeton, NJ: Princeton University Press.

- Caplan, W. (2021, September 29). Everything you need to know about the controversy over Obama's presidential library. *Literary Hub*. <https://lithub.com/everything-you-need-to-know-about-the-controversy-over-obamas-presidential-library/>
- Carey, C. *Democracy in Classical Athens*. New York, NY: Bloomsbury Academic.
- Carr, J. (1999). Community, Capital and Markets: A New Paradigm for Community Reinvestment. *The NeighborWorks Journal*
- Collins, C. and Hoxie, J. (2017). Billionaire Bonanza: The Forbes 400 and the Rest of Us. *Institute for Policy Studies*. <https://ips-dc.org/wp-content/uploads/2017/11/BILLIONAIRE-BONANZA-2017-FinalV.pdf>
- Coscarelli, J. (2014, February). Spike Lee's Amazing Rant Against Gentrification: 'We Been Here. <https://nymag.com/intelligencer/2014/02/spike-lee-amazing-rant-against-gentrification.html>
- Crenson, M. and Ginsberg, B. (2002). *Downsizing Democracy: How America Sideline'd Its Citizens and Privatized Its Public*. Baltimore, MD: The Johns Hopkins University Press.
- Cronin, T. (1989). *Direct Democracy: The Politics of Initiative, Referendum, and Recall*. Cambridge, MA: Harvard University Press.
- Cummings, S. (2007/2008). Mobilization Lawyering: Community Economic Development in the Figueroa Corridor. *Journal of Affordable Housing & Community Development Law*. 17(1/2)
- Dahl, R. (1998). *On Democracy*. New Haven, CT: Yale University Press.
- (1990). *After the Revolution? Authority in a Good Society*. New Haven, CT: Yale University Press.

- Dalton, R. (2017). *The Participation Gap: Social Status and Political Inequality*. New York, NY: Oxford University Press.
- De Barbieri, E. (2017). *Do Community Benefits Agreements Benefit Communities?* Federal Reserve Bank of Boston.
- deMuse, N. (2022, January 18). What Ever Happened to CBAs? The Rise and Fall of ‘Community Benefits Agreements’ in NYC. *CityLimits*.  
<https://citylimits.org/2022/01/18/the-rise-and-fall-of-community-benefits-agreements-in-nyc/>
- (2017, June 28). Yankees’ terrible “community benefits fund” is even more terrible than you imagined. *Field of Schemes*.  
<https://www.fieldofschemes.com/2017/06/28/12610/yankees-terrible-community-benefits-fund-is-even-more-terrible-than-you-imagined/>
- Decker, T. (2017, January 19). Redfin Predicts the Hottest Neighborhoods of 2017. *Redfin*. <https://www.redfin.com/news/the-hottest-neighborhoods-of-2017/>
- Deneen, P. (2016). *Why Liberalism Failed*. New Haven: Yale University Press.
- Dewey, J. (1954). *The Public and its Problems*. Athens, OH: Swallow Press.
- D’Onofrio, M. (2020, July 20). *Second John Coltrane mural to fall victim to new development, developer offers to recreate it*. The Philadelphia Tribune.  
[https://www.phillytrib.com/news/local\\_news/second-john-coltrane-mural-to-fall-victim-to-new-development-developer-offers-to-recreate-it/article\\_ec66dc91-b022-54c1-845b-49bb1756c568.html](https://www.phillytrib.com/news/local_news/second-john-coltrane-mural-to-fall-victim-to-new-development-developer-offers-to-recreate-it/article_ec66dc91-b022-54c1-845b-49bb1756c568.html)
- Dorobantu, S. and Odziemkowska, K. (2016). Valuing Stakeholder Governance: Property Rights, Stakeholder Mobilization, and the Value of Community Benefits

## Agreements

Dorsey, S. (2016, October 21). *Making Community Benefits Agreements Count*.

Shelterforce: The Voice of Community Development.

<https://shelterforce.org/2016/10/21/making-community-benefits-agreements-count/>

Druckman, J. and Jacobs, L. (2015). *Who Governs? Presidents, Public*

*Opinion, and Manipulation*. Chicago, IL: The University of Chicago Press.

Easterling, E. (2018, January 18). Report: Temple to file project submission with city for

on-campus football stadium. *The Temple News*. [https://temple-news.com/report-](https://temple-news.com/report-temple-to-file-project-submission-with-city-for-on-campus-football-stadium/)

[temple-to-file-project-submission-with-city-for-on-campus-football-stadium/](https://temple-news.com/report-temple-to-file-project-submission-with-city-for-on-campus-football-stadium/)

Ehrenberg, J. (1999). *Civil Society: The Critical History of an Idea*. New York, NY: New

York University Press.

Einstein, K. and Palmer, M. and Glick, D. (2018). Who Participates in Local

Government? Evidence from Meeting Minutes. *Perspectives on Politics*, 17(1),

28-46

Elkin, S. (2006). *Reconstructing the Commercial Republic: Constitutional Design*

*after Madison*. Chicago, IL: University of Chicago Press.

Ellis, E. (2020, November 9). How the Obama CBA Was Won. *Chicago Lawyers'*

*Committee*. <https://www.clccrul.org/blog/2020/11/9/how-the-obama-cba-was-won>

Engeman, C. (2015). Social movement unionism in practice: organizational dimensions

of union mobilization in the Los Angeles immigrant rights marches. *Work,*

*employment and society*, 29(3), 444-461

Etienne, H. (2012). *Pushing Back the Gates: Neighborhood Perspectives on*

- University-Driven Revitalization in West Philadelphia*. Philadelphia, PA: Temple University Press.
- Evans, M. (2020, May 22). *Park Activists, City Officials Return To Court In Ongoing Battle Over Obama Center Construction*. Block Club Chicago.  
<https://blockclubchicago.org/2020/05/22/park-activists-city-officials-return-to-court-in-ongoing-battle-over-obama-center-construction/>
- Fainstein, S. (2010). *The Just City*. Ithaca, NY: Cornell University Press.
- Finn, R. (2011, January 2008). *Pushing Back as Columbia Moves to Spread Out*. The New York Times. <https://www.nytimes.com/2008/01/11/nyregion/11lives.html>
- Fisher, P. (2018). *Insufficient Representation: The Disconnect Between Congress and Its Citizens*. Lanham, MD: Lexington Books.
- Fleischacker, S. (2004). *A Short History of Distributive Justice*. Cambridge, MA: Harvard University Press.
- Fishkin, J. (2018). *Democracy When the People Are Thinking: Revitalizing Our Politics Through Public Deliberation*. New York, NY: Oxford University Press.
- Fleischacker, S. (2004). *A Short History of Distributive Justice*. Cambridge, MA: Harvard University Press.
- Florida, R. (2017). *The New Urban Crisis: How Our Cities Are Increasing Inequality, Deepening Segregation, and Failing the Middle Class—and What We Can Do About It*. New York, NY: Basic Books.
- Fox-Rogers, L. and Murphy, E. (2015). From brown envelopes to community benefits: The co-option of planning gain agreements under deepening neoliberalism. *Geoforum*, 67, 42-50

- Fraser, N. (1990). Rethinking the Public Sphere: A Contribution to the Critique of Actually Existing Democracy. *Social Text*, 25/26, 56-80
- Fraser, O. (2020). The Moral High Ground: Looting And Why It's Not Just Stealing. Swaay. <https://swaay.com/morality-ethics-looting-blm-protests>
- Freeman, L. (2007, May 7). *Atlantic Yards and the Perils of Community Benefits Agreements*. Planetizen. Retrieved from <https://www.planetizen.com/node/24335>
- Fung, A. (2004). *Empowered Participation: Reinventing Urban Democracy*. Princeton, NJ: Princeton University Press.
- Gebeloff, R. (2021, January 26). Who Owns Stocks? Explaining the Rise in Inequality During the Pandemic. *New York Times*.  
<https://www.nytimes.com/2021/01/26/upshot/stocks-pandemic-inequality.html>
- Galston, W. (2005). *The Practice of Liberal Pluralism*. New York, NY: Cambridge University Press.
- Garrison, J. (2018, August 27). Nashville MLS ownership reaches terms on community benefits agreement for stadium project. *The Tennessean*.  
<https://www.tennessean.com/story/news/2018/08/27/nashville-soccer-stadium-mls-fairgrounds/1115093002/>
- Giddens, A. (1998). *The Third Way: The Renewal of Social Democracy*. Malden, MA: Blackwell Publishers Inc.
- Gilens, M. (2012). *Affluence and Influence: Economic Inequality and Political Power in America*. Princeton, NJ: Princeton University Press.
- Gilens, M. and Page, B. (2014). Testing Theories of American Politics: Elites, Interest Groups, and Average Citizens. *Perspectives on Politics*, 12(3): 564-581.
- Gillette, H. (1995). *Between Justice and Beauty: Race, Planning, and the*

- Failure of Urban Policy in Washington, D.C.* Philadelphia, PA: University of Pennsylvania Press.
- Goodman, J. (2019, February, 14). *Amazon Pulls Out of Planned New York City Headquarters*. The New York Times.  
<https://www.nytimes.com/2019/02/14/nyregion/amazon-hq2-queens.html>
- Grieve, P. (2017, September 14). *Obama Explains Why He Won't Sign Community Agreement for Presidential Center*. The Chicago Maroon.  
<https://chicagomaroon.com/article/2017/9/14/obama-explains-presidential-center-sign-community/>
- Gross, J. (2008). Community Benefits Agreements: Definitions, Values, and Legal Enforceability. *Journal of Affordable Housing*, 17(1-2), 59-76
- Gross, J. and LeRoy, G. and Janis-Aparicio, M. (2005). *Community Benefits Agreements: Making Development Projects Accountable*. Washington, D.C.: Good Jobs First and the California Partnership for Working Families.
- Gross, J. (2005). Community benefits agreements. In. *Building Healthy Communities: A Guide to Community Economic Development for Advocates, Lawyers, and Policymakers*.
- Guerrero, A. (2014). Against Elections: The Lottocratic Alternative. *Philosophy & Public Affairs*, 42(2)
- Guinier, L. (2008). Beyond Electocracy: Rethinking the Political Representative as Powerful Stranger. *The Modern Law Review*, 71(2), pp. 1-35
- Gutmann, A. and Thompson, D. (2004). *Why Deliberative Democracy?* Princeton, NJ: Princeton University Press.

- (2012). *The Spirit of Compromise: Why Governing Demands It and Campaigning Undermines It*. Princeton, NJ: Princeton University Press.
- Halpern, R. (1995). *Rebuilding the Inner City: A History of Neighborhood Initiatives to Address Poverty in the United States*. New York, NY: Columbia University Press.
- Hanisch, C. (1969). The Personal Is Political.  
<https://webhome.cs.uvic.ca/~mserra/AttachedFiles/PersonalPolitical.pdf>
- Harvey, D. (2003). The Right to the City. *International Journal of Urban and Regional Research*, 27(4), 939-941
- Hauser, M. (2017, June 27). *Yankees Charity Neglects Stadium's Neighbors*. The New York Times. <https://www.nytimes.com/2017/06/27/sports/baseball/yankee-stadium-charity.html>
- Hirschman, A. (1970). *Exit, Voice, and Loyalty*. Cambridge, MA: Harvard University Press.
- Hofstadter, R. (1955). *The Age of Reform*. New York, NY: Vintage Books.
- Howard, T. and McKinley, S. (2021). Family Wealth Building Isn't Enough: We Must Pursue *Community* Wealth Building As Well. In Federal Reserve Bank of St. Louis and The Aspen Institute (Eds.) *The Future of Building Wealth*.
- Hwang, J. (2016). The Social Construction of a Gentrifying Neighborhood: Reifying and Redefining Identity and Boundaries in Inequality. *Urban Affairs Review*, 52(1), 98-128
- Hytrek, G. and Zentgraf, K. (2008). *America Transformed: Globalization, Inequality, and Power*. New York, NY: Oxford University Press.
- Income Below Poverty Level [Map]. In SocialExplorer.com. ACS 2019 (5-Year

Estimates) Retrieved 14 November 2021, from

<https://www.socialexplorer.com/a9676d974c/view>

Janis-Aparicio, M. and Tynan, R. (2005, November 1). *Power in Numbers*.

Shelterforce: The Voice of Community Development.

<https://shelterforce.org/2005/11/01/power-in-numbers/>

Jefferson, T. (2017). *Notes on the State of Virginia*. In Keith E. Whittington (Ed.)

*American Political Thought: Readings and Materials*, 146-147. New York, NY:

Oxford University Press.

Jones, G. (2020). *10% Less Democracy: Why You Should Trust Elites A Little More and*

*the Masses A Little Less*. Stanford, CA: Stanford University Press.

Kaye, L. and Lopez Mendoza, J. (2008). *Everybody Wins: Lessons From*

*Negotiating Community Benefits Agreements in Los Angeles*. Environmental

Defense.

Kensinger, N. (2018, March 8). As Columbia University moves into Manhattanville, its

industrial past is erased. *Curbed*.

<https://ny.curbed.com/2018/3/8/17095838/manhattanville-columbia-university-expansion-photo-essay>

Kim, J. (2018). Nine years later, just 1 percent of Columbia's \$10 million commitment to

affordable housing has been spent. *Columbia Spectator*.

<https://www.columbiaspectator.com/the-eye/2018/02/13/nine-years-later-just-1-percent-of-columbias-10-million-commitment-to-affordable-housing-has-been-spent/>

Landemore, H. (2013). *Democratic Reason: Politics, Collective Intelligence, and the*

- Rule of the Many*. Princeton, NJ: Princeton University Press.
- (2020). *Open Democracy: Reinventing Popular Rule for the Twenty-First Century*. Princeton, NJ: Princeton University Press.
- Lavine, A. (2008, January 29). *Atlantic Yards CBA*. Community Benefits Agreements. <http://communitybenefits.blogspot.com/2008/01/atlantic-yards-cba.html>
- (2008, January 30). Yale-New Haven CBA. *Community Benefits Agreements*. <http://communitybenefits.blogspot.com/2008/01/yale-new-haven-cba.html>
- Leib, E. (2004). *Deliberative Democracy in America: A Proposal for a Popular Branch of Government*. University Park, PA: The Pennsylvania State University Press.
- Lijphart, A. (1997). Unequal Participation: Democracy's Unresolved Dilemma. *The American Political Science Review*. 91(1), 1-14
- Lindblom, C. (1982). The Market as Prison. *The Journal of Politics*, 44(2), 335-336
- Manin, B. (1997). *The Principles of Representative Government*. New York, NY: Cambridge University Press.
- Mansbridge, J. (1983). *Beyond Adversary Democracy*. Chicago, IL: University of Chicago Press.
- McDonald, N. (2020, October 16). *What will happen to the Gayborhood mural honoring LGBT activist Gloria Casarez?* PhillyVoice. <https://www.phillyvoice.com/philadelphia-lgbtq-mural-12th-street-gym-gayborhood-activist-gloria-casarez-development/>
- McKee, G. (2011). "This Government Is with Us:" Lyndon Johnson and the Grassroots War on Poverty. In Annelise Orleck & Lisa Gayle Hazirjian (Ed.) *The*

- War on Poverty: A New Grassroots History*, 1-28. Athens, GA: University of Georgia Press.
- Mendel-Reyes, M. (1995). *Reclaiming Democracy: The Sixties in Politics and Memory*. New York, NY: Routledge.
- Meyerson, H. (2006, October 22). *No Justice, No Growth*. The American Prospect. <https://prospect.org/special-report/justice-growth/>
- Miler, K. (2018). *Poor Representation: Congress and the Politics of Poverty in the United States*. New York, NY: Cambridge University Press.
- Miller, M. (2022). What Ever Happened to the Atlantic Yards Community Benefits Agreement? Our Time Press. <https://ourtimepress.com/what-ever-happened-to-the-atlantic-yards-community-benefits-agreement/>
- Miller, D. (1999). *Principles of Social Justice*. Cambridge, MA: Harvard University Press.
- Molotch, H. (1976). The City as a Growth Machine: Toward a Political Economy of Place. *American Journal of Sociology*, 82(2): 309-332
- Moody-Adams, M. (2018). Democratic Conflict and the Political Morality of Compromise. In Jack Knight (Ed.) *Compromise*, pp. 186-219. New York, NY: New York University Press.
- Morone, J. (1990). *The Democratic Wish: Popular Participation and the Limits of American Government*. New York, NY: Basic Books, Inc.
- Murphy, L. and Nagel, T. (2002). *The Myth of Ownership: Taxes and Justice*. New York, NY: Oxford University Press.
- Musil, T. (2012). The Sleeping Giant: Community Benefit Agreements and Urban

Development. *The Urban Lawyer*, 44(4): 827-851

Nadolny, T. (2018, March 18). NAACP To Temple: Build your stadium in

Rittenhouse Square. *The Philadelphia Inquirer*.

<https://www.inquirer.com/philly/news/politics/naACP-to-temple-build-your-stadium-in-rittenhouse-square-20180318.html>

Neblo, M. and Esterling, K. and Lazer, D. (2018). *Politics with the People:*

*Building a Directly Representative Democracy*. New York, NY: Cambridge

University Press.

Obama, B. (1995). *Dreams from My Father* (pp. 190). New York, NY: Three Rivers

Press.

Orleck, A. (2011). Introduction: The War on Poverty from the Grass Roots Up. In

Annelise Orleck & Lisa Gayle Hazirjian (Ed.) *The War on Poverty: A New*

*Grassroots History*, 1-28. Athens, GA: University of Georgia Press.

Parenti, M. (1970). Review Symposium: Maximum Feasible Misunderstanding:

Community Action in the War on Poverty. *Urban Affairs Quarterly*.

Parks, V. and Warren, D. (2009). The Politics and Practice of Economic Justice:

Community Benefits Agreements as Tactic of the New Accountable Development

Movement. *Journal of Community Practice*, 17: 1-2, 88-106, doi:

10.1080/10705420902856225

Partners for Livable Communities. (2011). *Community Empowerment Manual*.

Partnership for Working Families. (2016, January). Common Challenges in Negotiating

Community Benefits Agreements and How to Avoid Them.

Partnership for Working Families. *Los Angeles Sports and Entertainment District CBA*.

<https://www.forworkingfamilies.org/resources/staples-cba>

Pateman, C. (1970). *Participation and Democratic Theory*. New York, NY: Cambridge University Press.

Paul, E. (1987). *Property Rights and Eminent Domain*. New Brunswick, NJ: Transaction Publishers.

Paulas, R. (2018, November 21). Sports Stadiums Are a Bad Deal for Cities: But Cities Can Fight Back. *The Atlantic*.

<https://www.theatlantic.com/technology/archive/2018/11/sports-stadiums-can-be-bad-cities/576334/>

Payne, M. (2017, June 27). *A Yankee Stadium charity is reportedly neglecting the neighborhoods that need it*. The Washington Post.

<https://www.washingtonpost.com/news/early-lead/wp/2017/06/27/yankee-stadium-charitable-fund-reportedly-plagued-by-improprieties/>

Peterson, P. (1981). *City Limits*. Chicago, IL: The University of Chicago Press.

Polanyi, K. (2001). *The Great Transformation: The Political and Economic Origins of Our Time*. Boston, MA: Beacon Press.

Polletta, F. (2002). *Freedom is an Endless Meeting: Democracy in American Social Movements*. Chicago, IL: The University of Chicago Press.

Pomorski, C. (2021, May 31). The Death of Hahnemann Hospital. *The New Yorker*.

<https://www.newyorker.com/magazine/2021/06/07/the-death-of-hahnemann-hospital>

Pristin, T. (2010, April 27). Community Pacts Questioned in the Zoning Process. *The New York Times*.

<https://www.nytimes.com/2010/04/28/realestate/commercial/28cba.html>

Pritchett, W. (2003). The 'Public Menace' of Blight: Urban Renewal and the Private Uses of Eminent Domain. *Yale Law & Policy Review* 21, no. 1: 1-52.

[https://scholarship.law.upenn.edu/cgi/viewcontent.cgi?article=2199&context=faculty\\_scholarship](https://scholarship.law.upenn.edu/cgi/viewcontent.cgi?article=2199&context=faculty_scholarship)

Przeworski, A. (2018). *Why Bother with Elections?* Medford, MA: Polity Press.

Purcell, M. (2006). Urban Democracy and the Local Trap. *Urban Studies*, 43(11), 1921-1941.

Putnam, R. (1995). Tuning In, Tuning Out: The Strange Disappearance of Social Capital in America. *PS: Political Science and Politics*. 28(4)

Raffol, M. (2012). Community Benefits Agreements in the Political Economy of Urban Development. *Advocates' Forum*.

[https://crownschool.uchicago.edu/sites/default/files/uploads/AdvocatesForum\\_2012\\_web\\_1.pdf](https://crownschool.uchicago.edu/sites/default/files/uploads/AdvocatesForum_2012_web_1.pdf)

Rancière, J. (1995). *On the Shores of Politics*. New York, NY: Verso.

Rawls, J. (2001). *Justice As Fairness: A Restatement*. Erin Kelly (Ed.). Cambridge, MA: The Belknap Press of Harvard University Press.

Rhodan, M. (2018, July 19). *Barack Obama Is Beloved in Chicago. But Activists Are Divided Over His Future Presidential Center*. Time.

<https://time.com/longform/barack-obama-chicago-presidential-center/>

Romney, L. (2001, May 31). Community, Developers Agree on Staples Plan. *Los Angeles Times*. <https://www.latimes.com/archives/la-xpm-2001-may-31-mn-4715-story.html>

- Root, D. (2009, October 8). *When Public Power Is Used for Private Gain*. Reason.  
<https://reason.com/2009/10/08/when-public-power-is-used-for/>
- Saito, L. (2012). How Low-Income Residents Can from Urban Development: The LA Live Community Benefits Agreement. *City & Community*, 11(2). doi: 10.1111/j.1540-6040.2012.01399.x
- Saito, L. and Truong, J. (2015). The L.A. Live Community Benefits Agreement: Evaluating the Agreement Results and Shifting Political Power in the City. *Urban Affairs Review*, 51(2), 263-289
- Saffron, I. (2018, March 8). *Why the N. Philly grandmothers who shut down Temple's football stadium meeting are so angry*. The Philadelphia Inquirer.  
[https://www.inquirer.com/philly/columnists/inga\\_saffron/temple-university-football-stadium-stompers-north-philadelphia-20180308.html](https://www.inquirer.com/philly/columnists/inga_saffron/temple-university-football-stadium-stompers-north-philadelphia-20180308.html)
- Salkin, P. (2007). Understanding Community Benefit Agreements: Opportunities and Traps for Developers, Municipalities, and Community Organizations.
- Salkin, P. and Lavine, A. (2008). Understanding Community Benefits Agreements: Equitable Development, Social Justice and Other Considerations for Developers, Municipalities and Community Organizations. *UCLA Journal of Environmental Law and Policy*, 26(2). doi: 10.5070/L5262019560.
- Salkin, P. and Lavine, A. (2007/2008). Negotiating for Social Justice and the Promise of Community benefits Agreements: Case Studies of Current and Developing Agreements. *Journal of Affordable Housing & Community Development Law*, 17(1/2)
- Sances, M. and Young You, H. (2017). Who Pays for Government? Descriptive Representation and Exploitative Revenue Sources. *The Journal of Politics*, 79(3).

- Sandel, M. (2005). *Public Philosophy: Essays on Morality in Politics*. Cambridge, MA: Harvard University Press.
- (1996). *Democracy's Discontent: America in Search of a Public Philosophy*. Cambridge, MA: Harvard University Press.
- Sanders, L. (1997). Against Deliberation. *Political Theory*, 25(3)
- Sandomir, R. (2006, April 7). *Wilpon Is Walking Again Through Ebbets Rotunda*. The New York Times. <https://www.nytimes.com/2006/04/07/sports/baseball/wilpon-is-walking-again-through-ebbets-rotunda.html>
- SaveOurParks. (2006, August 30). Arguments Against the Expansion of Yankee Stadium. *SaveOurParks*. <http://saveourparks.blogspot.com/2006/08/arguments-against-expansion-of-yankee.html>
- Scanlon, T.M. (2018). *Why Does Inequality Matter?* New York, NY: Oxford University Press.
- Schlozman, K. and Brady, H. and Verba, S. (2018). *Unequal and Unrepresented: Political Inequality and the People's Voice in the New Gilded Age*. Princeton, NJ: Princeton University Press.
- Schneider, B. (2018, June 8). *The Obama Center: Caught in an Old David vs. Goliath Drama*. Bloomberg CityLab. <https://www.bloomberg.com/news/articles/2018-06-08/obama-center-vs-south-side-chicago-caught-in-history>
- Schragger, R. (2016). *City Power: Urban Governance in a Global Age*. New York, NY: Oxford University Press.
- Schuerman, M. (2006, March 14). *The C.B.A. at Atlantic Yards: But Is It Legal?* New

- York Observer. <https://observer.com/2006/03/the-cba-at-atlantic-yards-but-is-it-legal/>
- (2006, April 10). *The Yankees' \$700,000 Play: 'It Is Not A Shakedown.'*
- New York Observer. <https://observer.com/2006/04/the-yankees-700000-play-it-is-not-a-shakedown/>
- (2007, February 19). *Mr. Bollinger's Battle*. New York Observer. <https://observer.com/2007/02/mr-bollingers-battle/>
- Shapiro, I. (1999). *Democratic Justice*. New Haven, CT: Yale University Press.
- (2003). *The Moral Foundations of Politics*. New Haven, CT: Yale University Press.
- Sintomer, Y. (2018). Deliberative Polls and the Systemic Democratization of Democracy. *The Good Society*, 27(1-2), doi: 10.5325/goodsociety.27.1-2.0155.
- Sirota, D. (2020, May 29). Who Exactly Is Doing the Looting, and Who's Being Looted? *Jacobin*. <https://jacobinmag.com/2020/05/looting-minneapolis-police-george-floyd>
- Skocpol, T. (2003). *Diminished Democracy: From Membership to Management in American Civic Life*. Norman, OK: University of Oklahoma Press.
- Smith, G. (2009). *Democratic Innovations: Designing Institutions for Citizen Participation*. New York, NY: Cambridge University Press.
- Somin, I. (2011). Let There Be Blight: Blight Condemnations In New York After *Goldstein And Kaur*. *Fordham Urban Law Journal*, 38(4).
- (2015). *The Grasping Hand: Kelo v. City of New London & the Limits of Eminent Domain*. Chicago, IL: University of Chicago Press.

- (2016). *Democracy and Political Ignorance: Why Smaller Government is Smarter*. Second Edition. Stanford, CA: Stanford Law Books.
- Sowell, T. (2015). *Basic Economics: A Common Sense Guide to the Economy*. New York, NY: Basic Books.
- Stein, S. (2019). *Capital City: Gentrification and the Real Estate State*. New York, NY: Verso.
- Sturm, S. (2007). The Architecture of Inclusion: Interdisciplinary Insights on Pursuing Institutional Citizenship. *Harvard Journal of Law & Gender*, 30, p. 409-424
- Sugrue, T. (2009). All Politics is Local: The Persistence of Localism in Twentieth-Century America. In *The Democratic Experiment: New Directions in American Political History*, (Eds.) Meg Jacobs, William J. Novak, and Julian E. Zelizer, Princeton, NJ: Princeton University Press.
- Terruso, J. (2019, July 15). ‘Not Just a Philadelphia Issue’: Bernie Sanders Rallies Against Hahnemann Closure—And For Medicare For All. *The Philadelphia Inquirer*. <https://www.inquirer.com/news/bernie-sanders-rally-philadelphia-hahnemann-hospital-closure-medicare-for-all-20190715.html>
- Thomas, A. (2016). *Republic of Equals: Predistribution and Property-Owning Democracy*. New York, NY: Oxford University Press.
- Tilly, Charles. and Tarrow, S. (2007). *Contentious Politics*. Boulder, CO: Paradigm Publishers.
- Tomasi, J. (2012). *Free Market Fairness*. Princeton, NJ: Princeton University Press.
- Trounstein, J. (2009). All Politics Is Local: The Reemergence of the Study of City Politics. *Perspectives on Politics*, 7(3), p. 611-618

- Tsai, R. (2018, November 15). Review of the book *Practical Equality: Forging Justice in a Divided Nation*, by Robert Tsai. *Kirkus Reviews*.
- Uberti, D. (2014, September 22). How American sports franchises are selling their cities short. *The Guardian*. <https://www.theguardian.com/cities/2014/sep/22/-sp-how-american-sports-franchises-sell-cities-short>
- University of Michigan Urban and Regional Planning Program. (2007). A Local Response To The Detroit River International Crossing: Recommendations To Guide A Community Benefits Agreement. [https://taubmancollege.umich.edu/pdfs/student\\_work/planning/DelrayCommunityBenefitsAgreement.pdf](https://taubmancollege.umich.edu/pdfs/student_work/planning/DelrayCommunityBenefitsAgreement.pdf)
- Van Reybrouck, D. (2016). *Against Elections: The Case for Democracy*. London, ENG; Penguin Random House UK.
- Vogel, S. (2018). *Marketcraft: How Governments Make Markets Work*. New York, NY: Oxford University Press.
- Williams, T. and Rivera, R. (2007, December 20). *Columbia Expansion Gets Green Light*. *The New York Times*. <https://www.nytimes.com/2007/12/20/nyregion/20columbia.html>
- Williams, R. (2011). “To Challenge the Status Quo by Any Means”: Community Action and Representational Politics in 1960s Baltimore. In Annelise Orleck & Lisa Gayle Hazirjian (Ed.) *The War on Poverty: A New Grassroots History*, 63-86. Athens, GA: University of Georgia Press.
- Williamson, T. and O’Neill, M. (2009). Property-Owning Democracy and the Demands of Justice. *Living Reviews In Democracy*

- Wiltse-Ahmad, A. (2019, March 18). Study: Gentrification And Cultural Displacement Most Intense In America's Largest Cities, And Absent From Many Others. *National Community Reinvestment Coalition*. <https://ncrc.org/study-gentrification-and-cultural-displacement-most-intense-in-americas-largest-cities-and-absent-from-many-others/>
- Winling, C. (2018). *Building the Ivory Tower: Universities and Metropolitan Development in the Twentieth Century*. Philadelphia, PA: University of Pennsylvania Press.
- Woodruff, P. (2005). *First Democracy. The Challenge of an Ancient Idea*. New York, NY: Oxford University Press.
- Wolf-Powers, L. (2010). Community Benefits Agreements and Local Governments: A Review of Recent Evidence. *Journal of the American Planning Association*, 76(2). doi: 10.1080/01944360903490923
- Wolla, S. (2017). *The Economics of Subsidizing Sports Stadiums*. Federal Reserve Bank of St. Louis. [https://research.stlouisfed.org/publications/page1-econ/2017-05-01/the-economics-of-subsidizing-sports-stadiums?utm\\_campaign=Chris%20Paradies&utm\\_medium=email&utm\\_source=Revue%20newsletter](https://research.stlouisfed.org/publications/page1-econ/2017-05-01/the-economics-of-subsidizing-sports-stadiums?utm_campaign=Chris%20Paradies&utm_medium=email&utm_source=Revue%20newsletter)
- Wolman, H. and Spitzley, D. (1996). The Politics of Local Economic Development. *Economic Development Quarterly*, 10(2), 115-150
- Young, I. (2000). *Inclusion and Democracy*. New York, NY: Oxford University Press.
- (1990). *Justice and the Politics of Difference*. Princeton, NJ: Princeton

University Press.

-- (2006). Taking the Basic Structure Seriously. *Perspectives on Politics*. 4(1), 91-97.