

Agreement Types for Developments/Projects Involving Community Priorities

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Name/Type of Agreement	Typical Parties Who Sign	When Typically Seen	Enforceability	Topics that may be Covered	Role of Councilmember
Good Neighbor Agreement (GNA)	<p>RNO and Developer or Service Operator of New Project</p> <p>RNO and Operator of a Liquor/MJ Establishm ent</p>	<ul style="list-style-type: none"> • Rezoning • MJ/Liquor License • Occasionally where controversy over a use by right • May arise with other land use decisions (historic designation, parking reductions etc.) • Several examples with new homeless shelters/services 	<ul style="list-style-type: none"> • Some have no enforcement mechanism • Others include provision outlining mediation or arbitration among private parties, or granting a private cause of action to the signing organization/entity • City typically not involved • <u>Exception:</u> if GNA terms put in liquor/MJ license, city may consider violations in license powers such as renewal or revocation; if involving city land, commitments may be duplicated in a contract 	<p>Typically focused on relationship between immediate neighbors and the project’s physical impacts or businesses operations:</p> <ul style="list-style-type: none"> • Hours, operational aspects (use of patios/live music etc.) • Physical design of new development above/beyond (but not in conflict with) city code requirements (e.g. setbacks, parking, building height or specific uses allowed/not allowed in certain areas of the site, signage, lighting, landscaping, etc.) • Point of contact for issues, on-going relationship/communication with neighborhood 	<ul style="list-style-type: none"> • May suggest parties engage in GNA discussion to mediate disputes • May provide access to a city-funded mediator to help the parties • Where a quasi-judicial decision is NOT involved, may engage in shuttle diplomacy to help bridge communication gaps between parties (seek legal counsel if in doubt) • Typically not involved in direct negotiation meetings • NOT a party/signer of the agreement (seek legal Counsel for additional background)
DURA Redevelopm ent Agreement	<p>DURA and developer receiving TIF</p> <p>(Ordinance for Urban Renewal Area; City /Dura agreement on tax \$)</p>	<ul style="list-style-type: none"> • Major redevelopment seeking Council approval for the Urban Renewal Area, often but not always including TIF 	<p>By DURA, withholding of TIF</p>	<p>DURA Policies:</p> <ul style="list-style-type: none"> • Compliance with DURA First Source policy (first chance at new positions – no % goals) • Payment of Prevailing Wage – major inf. only • Payment of DURA employment/training fee • Compliance with small business requirements (23% of total project cost, excluding land) • Project Art <p>Negotiated/other possible elements:</p> <ul style="list-style-type: none"> • Affordable housing • Payment to other taxing districts (DPS) • Parking or other case-by-case 	<ul style="list-style-type: none"> • A public meeting is required by state law and most Urban Renewal processes involve several community briefings etc., so Council has access to information about proposals through these processes in addition to a routine briefing from DURA or developer • No role in official negotiation between DURA/developer • May advocate that CB priorities be included • Council vote on Urban Renewal Plan (which may or may not include Tax Increment Financing), DURA/City contract

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Community Benefits Agreement (CBA)	<p>Coalition of Orgs. (may include RNO, but historically social/eco justice/issue focused non-profits, unions interested in equity)</p> <p>Typically, only official, legally recognized entities/or ganizations sign the agreement</p> <p>Involvement of unaffiliated individuals varies</p>	<p>Communities typically pursue as project moves through city processes, so the coalition can lobby the decision-makers at key decision points if benefits haven't yet been finalized, such as:</p> <ul style="list-style-type: none"> • Sometimes initiated or committed to as process/concept, but rarely executed with details, at the area plan phase for major redevelop. area • RFP from public entity for major project • Sale or lease of public land • Rezoning • Before Urban Renewal/TIF vote • Met District (not in actual service plan, but as city decides whether to approve or not) 	<p>Private cause of action by the signature organizations (typically each sign, since coalitions are rarely a legal entity)</p>	<p>Typically focused on the project's social/economic equity impacts on surrounding area and/or city, how it might benefit/uplift those who are vulnerable/underserved by market rate aspects of development:</p> <ul style="list-style-type: none"> • Affordable housing (likely area of potential overlap with City DA or BAP) • local hiring/apprenticeship training • wages/job quality standards • local/community serving businesses or spaces • contributions to services/programs that mitigate potential negative impacts/support community • environmental justice or sustainability standards • parks/open space (likely area of potential overlap with DA or GNA) • ongoing communication or input in future phases of the project • implementation/oversight of any commitments made 	<ul style="list-style-type: none"> • May suggest parties engage in CBA discussions to address equity concerns • May advocate for the city agencies to support the CBA and/or specific components the community seeks to achieve • Where a quasi-judicial decision is NOT involved, may engage in shuttle diplomacy to help bridge communication gaps between parties • Where a quasi-judicial decision is involved, seek legal counsel as scenarios for involvement may vary • May be asked to maintain confidentiality among parties regarding negotiation updates received • Typically not involved in direct negotiation meetings • NOT a party/signer of the agreement (seek legal Counsel for additional background)

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City of Denver Development Agreement (DA) Or Affordable Housing Agreement	City and Developer (with Council Approval where vested rights involved)	<ul style="list-style-type: none"> Rezoning Large redevelopments (some aspects may be addressed in IMPs) Where multiple commitments beyond just affordable housing involved May also see agreements specific to housing (“Affordable Housing Agreements”) where rezoning applicant does a voluntary housing agreement (in conjunction with BAP) Where exchanging vested rights 	By City only - Varies by topic, sometimes liquidated payments, other contract remedies, withholding of permits etc.	<ul style="list-style-type: none"> Parks/Open Space Transportation/TDM Streets/right-of-way dedication Affordable Housing Access to certain development rights that then cannot be withheld by city when certain milestones are met (vested rights) <p>NOTE: if the development agreement only covers the topic of affordable housing, the agreement is often called an “Affordable Housing Agreement” but it is just a version of a Development Agreement</p>	<p>Officially, no involvement in negotiation, but where high-profile issues at play administration has sometimes briefed or taken input from councilperson(s) prior to finalization – CMs should ask teams involved with major projects whether a DA is being contemplated and if so ask for briefings</p> <p>Historically admin treats as confidential, will require/request not to share updates with community</p> <p>Vote on final approval where vested rights involved or where submitted to council for any other charter-required reason (where not required, no vote)</p>
Build Alternative Plan (BAP) under linkage fee OR Affordable Housing Plan (AHP) under Inclusionary Housing Ordinance (IHO)	Not an agreement – a plan that developer commits to and HOST approves	<ul style="list-style-type: none"> Variation from formula linkage fee payment or IHO (historically, some AHPs still in effect but no new ones going forward) 	By City/HOST - varies, seizing of escrow for non-compliance, covenants, other contract remedies, withholding of permits for market rate housing etc.	<p>Affordable housing that varies from the base linkage fee build alternative or the incentive zoning on-site build alternative:</p> <ul style="list-style-type: none"> Quantity or percentage of units AMI levels Ability or exclusion to use subsidies Bedroom sizes, or formula for extra credit for larger bedroom count units Length of affordability Tenure (rental vs. for-sale) Timing/phasing of construction compared to market rate 	<p>Officially, no involvement in negotiation, but especially for larger projects, administration has recently been more likely to brief or take input from councilpersons prior to finalization</p> <p>CMs should ask teams involved with major projects whether there is a discussion of building affordable on-site and ask to be briefed/to give input accordingly</p> <p>No vote</p>