

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 City Councilmember(s)
Good Neighbor Agreement (GNA)	RNO and Developer or Service Operator of New Project RNO and Operator of Liquor/MJ Business	- Rezoning - 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 - MJ/Liquor License	- 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>Exceptions:</u> if GNA terms put in liquor/MJ license, city may consider violations in license powers such as renewal or revocation; or if involving city land, commitments may be duplicated in a city contract (see below)	Typically focused on the relationship between immediate neighbors and the project's perceived physical impacts or businesses operations on them, and may address: - 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 concerns, on-going relationship/communication with neighborhood. - May include provision of basic physical amenities like green space *Typically do NOT address expanding socio-economic opportunity for those from historically disadvantaged or at-risk groups within or beyond the site.	- May suggest parties engage in GNA discussion to mediate disputes - May provide access to a city-funded mediator to help the parties - Typically not involved in direct negotiations/meetings with the parties - But where a quasi-judicial decision is NOT involved, may engage in shuttle diplomacy to help bridge communication gaps between parties (depending on legal limits that may apply) - NOT a party/signer of the agreement

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DURA Redevelopment Agreement	DURA and developer receiving TIF <u>Related docs:</u> Ordinance for Urban Renewal Area & City /DURA agreement on TIF \$	Major redevelopment seeking Council approval for the Urban Renewal Area, often but not always including TIF	By DURA, withholding of TIF (unless echoed in the other agreements between DURA and the City or City and Developer like a DA (see below))	DURA Policies: • Compliance with DURA First Source policy (first chance at new positions – no % goals) • Payment of Prevailing Wage – major inf. • Payment of DURA employment/training fee • Compliance with small business requirements (23% of total project cost, excluding land) • Project Art Negotiated/other possible elements: • Affordable housing • Payment to other taxing districts (DPS) • Parking or other case-by-case	• 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 comm benefit priorities be included • Council vote on Urban Renewal Plan (which may or may not include Tax Increment Financing), DURA/City contract
Infrastructure Master Plan (IMP)	Not signed, plan approved by staff	Site design stage (after zoning approved)	By city staff	Open space, Transit Demand Management, public amenities like rec centers or grocery stores, transportation, bike lanes	• Officially no role, may ask for briefings, may give input

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City of Denver Development Agreement (DA); Affordable Housing Agreement; and High Impact Compliance Plan under Expanding Housing Affordability (EHA)	City and Developer (with Council approval where vested rights)	- Rezoning - Large redevelopments - Where multiple commitments beyond just affordable housing involved - May also see agreements specific just to housing (“Affordable Housing Agreements”) - where rezoning applicant does a voluntary housing agreement - High Impact Compliance Plans are specific to affordable housing agreements per EHA ordinance - Where exchanging vested rights	By City only - Varies by topic, sometimes liquidated payments, other contract remedies, withholding of permits etc. HOST tracks compliance for Affordable Housing Plans and High Impact Development Compliance Plans	- 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) - Affordable Housing topics often include: - AMI levels - Bedroom count/unit size - Length of affordability - Tenure (rental vs. for sale) - Timing/phasing of construction compared to market rate - Ability or exclusion to use subsidies NOTE: if the development agreement only covers the topic of affordable housing, the agreement is often called an “Affordable Housing Agreement” or a “High Impact Compliance Plan” but it is a version of a Development Agreement	- 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 - Historically admin treats as confidential, will require/request not to share updates with community - Vote on final approval where vested rights involved or where submitted to council for any other charter-required reason (where not required, no vote) - CMs may 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

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Community Benefits Agreement (CBA)	Coalition of Orgs: may include RNO, but historically socio-economic/equity groups active in community Typically, only official, legally recognized entities/or ganizations sign the agreement Involvement of unaffiliated individuals varies	Communities typically pursue as project moves through city processes, so the coalition can lobby decision-makers at key decision points if benefits haven't yet been finalized, such as: - Sometimes initiated as goal in early Area Plans, or parties commit to engage in the "process;" but rarely executed with details or enforcement this early - RFP from public entity for major project - Sale or lease of public land - Rezoning - Before Urban Renewal/TIF or Metro District vote	Private cause of action by the signature organizations making up the coalition (typically each sign, since coalitions themselves are rarely a legal entity)	Typically focused on a 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, and/or how it might mitigate displacement risks: - 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, possible similarity with GNA) - Ongoing communication or input in future phases of the project - Implementation/oversight of any commitments made	- 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, scenarios for involvement may vary based on legal advice - May be asked or required to maintain confidentiality among parties regarding certain aspects of negotiation updates received - Typically not involved in direct negotiation meetings - NOT a party/signer of the agreement