



**DO
CONTRACTS
HAVE
POLITICS?**



Contracts,
planning consultants,
and urban development
in the age of
participation.

E.W. Stapper

Do contracts have politics?

Contracts, planning consultants, and urban
development in the age of participation

ACADEMISCH PROEFSCHRIFT

ter verkrijging van de graad
van doctor aan de Universiteit
van Amsterdam
op gezag van de Rector Magnificus

prof. dr. ir. K.I.J. Maex

ten overstaan van een door het College voor Promoties ingestelde commissie,

in het openbaar te verdedigen in de Agnietenkapel op vrijdag 20 November
2020, te 13:00 uur door Everardus Wilhelmus Stapper geboren te
Alphen aan den Rijn

© E.W. Stapper, 2020

Cover: Nico Jacoby

Print: GVO drukkers & vormgevers, Ede.

Funded: Dutch Organisation for Scientific Research [438-15-159]

Research project: R-LINK

Promotiecommissie:

Promotor(es):	prof. dr. W.G.J. Duyvendak prof. dr. L.B. Janssen-Jansen †	Universiteit van Amsterdam Wageningen University & Research
Copromotor(es):	dr. mr. M. van der Veen	Universiteit van Amsterdam
Overige leden:	prof. dr. M. Bartl prof. dr. M. Kaika prof. dr. M. Kremer dr. C.W.Lee prof. dr. M.T. Taşan-Kok prof. dr. J.L. Uitermark dr. C. Zengerling	Universiteit van Amsterdam Universiteit van Amsterdam Universiteit van Amsterdam Lafayette College Universiteit van Amsterdam Universiteit van Amsterdam Albert-Ludwigs-Universität Freiburg

Faculteit der Maatschappij- en Gedragwetenschappen

The research was funded by the Dutch Organisation for Scientific Research [438-15-159] as part of the Smart Urban regions for the Future (SURF) call. This thesis was prepared as part of the R-LINK consortium.

Voor mijn moeder
For my mother

Index

LIST OF TABLES.....	8
LIST OF FIGURES	8
LIST OF MAPS.....	8
ACKNOWLEDGEMENTS	9
1. PARTICIPATING IN CONTRACTING.....	16
1.1 CONTRACTS AND AGREEMENTS	19
1.2 THE LOGICS OF PARTICIPATION.....	22
1.3 ENTREPRENEURIALISM	26
1.4 THESIS OUTLINE.....	30
2. THE MANY FACES OF CONTRACTS	32
2.1 A LEGAL APPROACH TO STUDYING CONTRACTS	32
2.2 AN ECONOMIC APPROACH TO STUDYING CONTRACTS	35
2.3 A SOCIOLOGICAL APPROACH TO CONTRACTS.....	37
2.4 COMPARING APPROACHES TO STUDYING CONTRACTS	40
3. URBAN POLITICS AND THE NEIGHBORHOOD	42
3.1 CONTRADICTIONS IN URBAN POLITICS	42
3.2 COLLECTIVE ACTION AND THE COMMON GOOD(S)	43
3.3 DEMOCRATIC DECISION MAKING	46
3.4 COMMUNITY AND CITIZENS' INTERESTS.....	48
3.5 NEIGHBORHOOD AND DEVELOPMENT PROJECTS	49
3.6 CONCEPTUAL SCHEME	50
4. COMPARATIVE STRATEGY	52
4.1 SELECTION OF CITIES	54
4.2 SELECTION OF DEVELOPMENT PROJECTS	57
4.3 DATA COLLECTION	62
5. CONSULTANTS AS INTERMEDIARIES.....	68
5.1 INTRODUCTION.....	68

5.2 PRIVATIZATION OF PARTICIPATION IN URBAN DEVELOPMENT.....	69
5.3 OUTLINE OF THE RESEARCH	69
5.4 CONSULTANCY, CONTRACTS AND URBAN PLANNING	70
5.5 METHODOLOGY.....	73
5.6 CASES: ANTEA GROUP AND OVER MORGEN	77
5.7 THE PERCEPTIONS OF CONSULTANTS ON INVOLVING CITIZENS IN URBAN DEVELOPMENT	78
5.7.1 Factor 1: Proceduralists.....	79
5.7.2 Factor 2: Citizen empowerers.....	82
5.7.3 Factor 3: Balancers.....	84
5.7.4 Reflection on the Q-sort	86
5.8 TRANSLATING CITIZENS' INTERESTS INTO (CONTRACTUAL) AGREEMENTS	89
5.9 RELATIONSHIP BETWEEN THE PRINCIPAL AND THE CONSULTANT.....	91
5.10 CONCLUSION	92
6. GOOD RESIDENTS, BAD RESIDENTS.....	96
6.1 INTRODUCTION.....	96
6.2 PRAGMATIC REGISTERS AND THE SOCIOLOGY OF CRITIQUE	98
6.3 THE CONTEXT OF AMSTERDAM.....	101
6.5 ZEEBURGERPAD.....	105
6.5.1 The participatory process in Zeeburgerpad.....	106
6.6 OOSTENBURG-NOORD	114
6.6.1 The participatory process in Oostenburg-Noord.....	115
6.6.2 Pragmatic registers used in Oostenburg-Noord.....	118
6.7 DISCUSSION AND CONCLUSION.....	122
7. PRIVATE ORDERING OF PUBLIC PROCESSES	125
7.1 INTRODUCTION	125
7.2 CONTRACTS	127
7.3 PARTICIPATION AND PLANNING IN AMSTERDAM AND HAMBURG.....	129
7.3.1 Participation and planning in Amsterdam.....	129
7.3.2 Participation and planning in Hamburg.....	130
7.4 METHODS	131
7.5 OOSTENBURG-NOORD.....	134
7.6 NEUE MITTE ALTONA	141

7.7 DISCUSSION AND CONCLUSION	147
8. CONTRACTING WITH CITIZENS	150
8.1 INTRODUCTION.....	150
8.2 CONTRACTUAL CAPACITIES	153
8.3 METHODOLOGY.....	157
8.4 CRITICAL CASES IN HAMBURG.....	158
8.4.1 <i>Neue Mitte Altona</i>	159
8.4.2 <i>Paloma Viertel</i>	160
8.5 CRITICAL CASES IN NEW YORK CITY.....	161
8.5.1 <i>Essex Crossing</i>	162
8.5.2 <i>Kingsbridge Armory</i>	163
8.6 NEIGHBORHOOD BENEFITS	163
8.7 PLANNING, MONITORING, AND FLEXIBILITY	167
8.8 ENFORCEABILITY	170
8.9 DISCUSSION AND CONCLUSION	172
9. LOGICS OF PARTICIPATION IN AMSTERDAM, HAMBURG, AND NEW YORK.....	176
9.1 LOGICS IN MUNICIPAL POLICIES.....	177
9.2 CRITIQUES, COMPROMISES AND CONSULTANTS.....	184
9.3 NEW BOUNDARIES AND INEQUALITIES	187
10. THE POLITICS OF CONTRACTS.....	191
10.1 CONTRACTS AS RELATIONS.....	192
10.2 CONTRACTS AS GOVERNANCE TOOLS	195
10.3 HOW TO STUDY CONTRACTS AND WHAT TO STUDY NEXT.....	199
BIBLIOGRAPHY.....	205
APPENDIX A: STATEMENTS USED FOR THE Q-SORT.....	221
APPENDIX B: NEWSARTICLES.....	224
SUMMARY.....	248
NEDERLANDSE SAMENVATTING.....	254

List of tables

Table 1: Logics in participation	26
Table 2: Different approaches to studying contracts.....	41
Table 3: Characteristics of the projects.....	62
Table 4: Overview of data collection	63
Table 5: Significant Q-sort loadings in factor types	79
Table 6: Factor types with the department and function of the respondents.....	88
Table 7: Pragmatic registers	103
Table 8: Contractual relations in Oostenburg.....	141
Table 9: Contractual relations in Neue Mitte Altona.....	146
Table 10: Neighborhood benefits.....	164
Table 11: Planning, monitoring, and flexibility	168

List of figures

Figure 1: Conceptual scheme	51
Figure 2: Agreements in Zeeburgerpad	106
Figure 3: Pragmatic registers used in Zeeburgerpad	110
Figure 4: Timeline of agreements in Oostenburg-Noord.....	114
Figure 5: Pragmatic registers used in Oostenburg-Noord	118
Figure 6: Contractual relations in participatory processes	133
Figure 7: Municipal policies concerning participation in urban development in Amsterdam	179
Figure 8: Municipal policies concerning participation in urban development in Hamburg	181
Figure 9: Municipal policies concerning participation in urban development in New York	183

List of maps

Map 1: Development projects studied in Amsterdam.....	59
Map 2: Development projects studied in Hamburg.....	60
Map 3: Development projects studied in New York	61

Acknowledgements

This dissertation is the result of four years of posing questions, meeting people and observing politics in three fascinating cities. I am grateful for everybody that I met along the way. I am especially indebted to the people that, day in day out, work to improve their neighborhood. They still amaze me with their enduring efforts and relentless service towards a broader community. This dissertation could be written thanks to their sharing of experiences, observations and ideas. Thanks to them, I can now share what I have learnt about cities and urban politics.

Without the support and love of my sweet family, friends and colleagues, I would have been lost. Back in the days, I was not the brightest kid and struggled with school. My primary school teachers would be surprised to hear that I wrote a PhD dissertation. One day, my sister, Renée, told me that I would become smarter by performing a certain stepping sequence on our floor tiles. Over and over again, I diligently performed that ritual. Also, I think that being tackled on a daily basis by my oldest sister, Kim, taught me something about perseverance. It is for my fellow sociologists to debate whether having two older sisters led up to this academic achievement.

This journey might have started with my oldest friends – Astrid, Arnoud, Dorien, Judith, Kristel and Sanne – with whom I have been debating morals and society since primary school. Since then, I finished my high school, received my HAVO degree with good grades and took a shot at university. I was quite overwhelmed there and felt like a provincial boy in the big city. But I quickly adapted, became an active member of the student association, chair of the student union and eventually even started a new political party for the municipal elections in Amsterdam. Without you – Bob, Charlotte, Daan, Daphne, Daria, Eline, Emiel, Emma, Esther, Eva, Ewout, Freek, Hade, Joey, Joline, Joost, Kathelijne, Keje, Lianne, Lily, Luuc, Maite, Nicolien, Nikki, Rebecca, Remy, Tessa, Veerle and Youssef – I wouldn't have laughed so often, wouldn't have made so many delightful stupid mistakes and wouldn't have had so many amazing experiences.

While I enjoyed being politically active I was also often dissatisfied with the opinions I had to defend. I wanted more knowledge about societal change and have a better judgment about politics. Moreover, I wanted more space in

my life for doubt and curiosity. My job as junior lecturer at the geography and planning department was an excellent opportunity to start my academic journey. The geography and planning department is a very warm and inspiring place and I learnt - and keep on learning - from the incredible people who work (or worked) there – Arend, Beatriz, Daan, Federico, Guowei, Jannes, Maria, Nanke, Nicky, Willem and Wouter.

Thereafter, I started a PhD in the R-LINK project. The project is the brainchild of Leonie Janssen-Jansen who succeeded in creating a real community between the academics and practitioners. Through the great R-LINK workshops, I gained insights in many development projects and get sense of the ins and outs of urban planning in Amsterdam and Groningen. So, I want to thank my *snakkers* Lilian, Kim and Fabi and the other R-LINK'ers – Annemiek, Carina, Laura, Melika, Michiel, Stan and Wendy. A special thank you to Liesbeth, Geert, Just and Jesse, who introduced me to the world of planning consultants.

Writing a dissertation is a daunting task, especially for somebody that thinks everything is interesting. I could not have done it without the help of my supervisors, Jan Willem, Leonie and Menno. The first year of my PhD project was probably the hardest and the imposter syndrome was real. Luckily, my supervisors were patient and let me find my way. I want to thank Jan Willem for his endless curiosity, his critical thinking and his knowledgeability on so many topics. Jan Willem guided me through the labyrinths of social theory and passed on a love for sociology. You taught me how to combine detailed empirical work with critique on power relations. Moreover, you are an incredible kind person that always gave me confidence when I needed it. Leonie added a rich knowledge about urban planning and real estate – and cheesecake – towards my supervision team. I knew Leonie since I was student urban planning. She was a warm, inspiring teacher and encouraged me to pursue an academic career. She is severely missed, but her legacy lives on. Last, but certainly not least, I want to thank Menno. He introduced me to the world of contracts and pushed me to think critically about law. My PhD project is the product of his interests in community benefit agreements and the possibilities contracts have to create a better society. Menno can tell the most amazing stories – sometimes very relevant, sometimes off topic – and often made me laugh. His creativity and unconventional way of thinking encouraged me to remain critical of my own

work. Also, I completely agree that drinking coffee and red wine simultaneously is a win-win situation.

My PhD project brought me to Hamburg and New York. There I was introduced to many great people who shared insights and stories about their cities. I want to thank Cathrin and Veronika for linking me to so many people in Hamburg. I want to thank Jessica and Eric for hosting me at NYU. I want to thank Marjora, Michael, Shin-Pei, Dominic and Gianpaolo for pointing out the most interesting places in New York (urban development related and food related).

I consider myself privileged to have worked at the department of sociology. I want to thank my colleagues with whom I formed the rotten urbanism group – Anastasiya, Fenna, Karin, Linda and Ying-Tzu. Debating evaluation and devaluation, non-human and human actors, worthiness and unworthiness not only led to RC21 panels, but also to wonderful friendships. Moreover, I want to thank the POLDER group with whom I started reading the Omgevingswet. What started out as a way to connect people working on the intersection of law, society and cities ended up as a group organizing workshops, public events and writing a big research proposal. Thanks to Danielle, Imrat, Martijn, Tobias and Tuna, I could develop an interdisciplinary notion of how law orders society. With Charlotte, Laura and Thijs I formed a group that discussed philosophy and shared delicious meals. (Dis)agreeing with you has been my pleasure. I also want to thank the people that took time to comment on my writings and presentations and criticize (in)correctly my political standpoints and eating habits. Without you my PhD would have been very boring – Andrea, Anna, Bram, Christoph, Dragana, Floris, Katya, Kobe, Laura, Lonneke, Lotte, Marina, Merve, Minke, Mischa, Pamela, Phie, Sander, Sander, Sara, Tania, Thijs and Yoren. Thank you Gaby and Jeske for the support. And thank you Richard Thrift and David Takeo Hymans for editing my writings. Also, I found that teaching greatly improved my grasp of theories and methodologies. I want to thank Carolien, Gerben and Olga for the great time we had while teaching. I learnt a lot from you and miss working with you. Thank you Robert for always putting a smile on my face when I parked my bike.

But especially, I am grateful to my friends that contributed to my thesis and PhD defense. Thank you Ivar for being my paranymph, thank you Stan for correcting my Dutch grammar and thank you Nico for creating the incredible book cover.

I could not have written this thesis without the support of my family. Research is trial and error. My family gave me the confidence to fail, and the motivation to get up again. Thank you for letting me be distracted and inconsistent in my attention. I love you to the moon and back, Airen, Astrid, Arjo, Fedde, Jochem, Kim, Renée, Sophieke and Yves. I am so happy that my father, Arie, is my paranymph. I cannot imagine a dad who is prouder and sweeter. Thank you for taking me in, making me laugh and teasing me Coen, Emma, Jan, Karlijn, Marjan and Ruben. And above all, thank you my sweet *draak*, chief executive, my partner in crime. We finished both our dissertations while living in an 33m2 apartment during a pandemic, so I think nothing can stop us. Thank you for loving me when I am unavailable. Thank you for grounding me when I have my head up in the air. Thank you for making everything so much better.

Finally, I would like to dedicate this book to my mother. After she passed away, we found a note that told me: *maak al je dromen waar* - make all your dreams come true. So this one is for you, because I could not have thought that I would go the university, but you did. You told me to be happy, cheerful and laugh a lot. I took your advice to heart, what enabled me to learn from others, ask thousand questions, explore cities and make new friendships. This dissertation is to result of the joy of doing research.

This dissertation is based on the following articles:

Chapter 5: Consultants as intermediaries

E.W. Stapper, M. van der Veen and L.B. Janssen-Jansen (2020) Consultants as intermediaries: Their perceptions on citizen involvement in urban development *Environment and Planning C: Politics and Space*, 38 (1) pp60-70.

Data were collected by the PhD candidate and analyzed by the PhD candidate, M. van der Veen and L.B. Janssen-Jansen. The paper was jointly written by the PhD candidate and M. van der Veen and L.B. Janssen-Jansen.

Chapter 6: Good citizens, bad citizens

E.W. Stapper and J.W. Duyvendak (2020) Good citizens, bad citizens: How participatory processes in urban development privilege entrepreneurial residents *Cities*, forthcoming.

Data were collected by the PhD candidate and analyzed by the PhD candidate and J.W. Duyvendak. The paper was jointly written by the PhD candidate and J.W. Duyvendak.

Chapter 7: Private ordering of public processes

E.W. Stapper (2020) Private ordering of public processes: how contracts structure participation processes in urban development in Amsterdam and Hamburg. The paper is resubmitted to *Urban Studies*.

Chapter 8: Contracting with citizens

E.W. Stapper (2020) Contracting with citizens: Analyzing development agreements negotiated by residents in Hamburg and New York. The paper is under review at *Land Use Policy*.

PART I: CONTRACTS AS GOVERNANCE TOOLS

In the first part of this dissertation, I present my research puzzle, theoretical framework and comparative strategy. In chapter one I introduce the main puzzle and question of this study. In chapter two I present three approaches to studying contracts. Next, in chapter three I use critical pragmatism to explain the dissertation's recurring concepts. Finally, in chapter four I describe my comparative strategy.

1. Participating in contracting

It is a cloudy evening in New York City's Lower East Side as I rush to the community board meeting of Manhattan's third district. At these meetings, political representatives give updates, residents can ask questions, and board members vote on issues such as land use, budgets and community services. A neighborhood resident uses his speaking time to complain about the construction work around the subway stations. Animated, he waves a document in the air – the request for proposal (RFP) for Essex Crossing. The RFP outlines the development project's requirements and forms the basis for a contract between the parties. Although it is not yet a contract, it forms the basis for one, and includes the criteria formulated by residents through a participatory process. The community board guaranteed in the RFP, the man reminds everyone present, that subway stations will remain accessible during and after construction. This not being the case, he now wanted to know who was going to enforce the agreement.

On the other side of the Atlantic, in Amsterdam, I converse with three residents who had met during the participatory process for the Oostenburg-Noord development project. Their goal is for the project to include a community center, which they hope will bring people together in their gentrifying neighborhood. Their proposal, lacking a financial plan, was initially rejected because the developer thought it was unprofessional. The residents then hired a planning consultant. When I asked how they paid for the consultant, they laughed: "We are not yet a legal person, but we have already found subsidies!". Their new, more professionally presented plan led to the signing of a letter of intent with the developer.

In yet another Atlantic harbor city, Hamburg, I meet a coordinator working for Q8, an organization that aims to make Hamburg accessible to all of its residents. She tells me that one of their greatest achievements was making Neue Mitte Altona – a development project of 1,600 housing units – barrier-free for people with disabilities. She explains that Q8 succeeded by tabling 30 recommendations, translating them into contractual terms, and lobbying for their implementation. But whereas Q8 was successful, another group of residents, the Koordinierungsgremium, boycotted the participatory process for Neue Mitte Altona, arguing that their recommendations were not taken seriously and were used as window-dressing.

These vignettes all portray residents using contracts and agreements to have their goals incorporated into urban development projects. At stake in all three participatory processes is a particular configuration of contracts and agreements. Although “contract” and “agreement” are often used interchangeably in everyday speech, they have different connotations. According to the Merriam-Webster dictionary, the etymology of “contract” comes from “contrahere, to draw together, make a contract, reduce in size” (Merriam-Webster, 2020b). “Agreement” comes from “agreement, agrément, from agreeer, to please, consent, agree” (Merriam-Webster, 2020a). A similar difference exists in Dutch between *contract* and *overeenkomst*, and in German between *vertrag* and *vereinbarung*. In this dissertation, I understand agreements as the intent of parties to achieve a specific goal.

Agreements come in many forms, on a continuum of enforceability. The RFP in Essex Crossing, which led to a legally binding agreement between the municipality and developers, more robustly safeguards the interests of local residents than the intention agreement in Oostenburg-Noord. The RFP clearly describes how to achieve specific goals, while the letter of intent is less enforceable and only indicates the desirability of achieving certain goals. This

also means that the RFP is more rigid than the letter of intent. The goals of the residents of Oostenburg-Noord can still change, whereas the residents of Essex Crossing will have greater difficulty revisiting the agreement.

What can contracts and agreements tell us about citizen participation in urban development? While participatory processes are increasingly prominent in European and North American cities, how they are organized and their underlying logics vary considerably. Generally speaking, participation is meant to give citizens greater influence over policy. But when one attends a citizen participation event, the complexity of the process soon becomes apparent. The different opinions, desires and experiences of participants must be brought together into a coherent whole that can be implemented in reports, plans and documents. One way in which the interests of citizens, civil servants, developers and politicians can be bridged is by making agreements. The community criteria of Essex Crossing sought to unite contentious goals – the conflicting interests of the Jewish community, Chinese shopkeepers and Puerto Rican activists in an agreement outlining the needs of the neighborhood.

Not all participatory processes lead to clear agreements or contracts. Sometimes developers and governments do not seek to reach agreements with residents; sometimes residents seek to block agreements that have been made without their consent. While the politics surrounding the participatory process informs the motivations of various actors to reach an agreement, the agreement itself can also be used for politics. In Neue Mitte Altona, one citizens' group saw the agreement as a useful political tool; another saw it as undermining residents' political influence. In this dissertation, I frame politics as the process and the space where decisions are made about how to act and live together.

My research focuses on urban development projects where agreements have been struck with local residents. While participatory processes have become increasingly creative – witness the use of Lego-design sessions, VR-applications, and soundwalks to engage with citizens – it is not always clear what actually happens to residents' input. As urban development projects are governed through agreements and contracts, my aim in this dissertation is to understand how the outcomes of participation are incorporated in a broad range of agreements, from letters of intent to development contracts. Since participatory processes are often organized by planning consultants, I scrutinize their role as intermediaries.

Although a great deal of research has addressed citizen participation in urban development, we know very little about how actual participatory processes lead to contracts and agreements between residents and developers. Examining how such agreements marshal the many needs, ideas and experiences of urban actors into a clear set of goals should provide insight into contemporary participatory democracy and urban politics. How are contracts negotiated with residents? Do agreements succeed in aligning or unifying the goals of disparate actors? How do the politics of agreements unfold? Do they empower or disempower residents? These are empirical questions, which I seek to answer through document analysis and interviews in Amsterdam, Hamburg and New York. The main question of this dissertation is how the outcomes of citizens' participation are incorporated into contracts and agreements when residents are co-negotiators.

1.1 Contracts and agreements

This dissertation focuses on the role of contracts within citizen participatory processes. As we will see, it is not always clear whether and how developers and government agencies intend to be bound by the demands of residents. Actors are often willing to make agreements but are less inclined to be bound by them.

It is therefore useful to make a conceptual distinction between an agreement and a contract, although in practice the distinction is often far from clear-cut. A contract is always an agreement, but an agreement is not always a contract.

The definitions of the American Law Institute and the Principles of European Contract Law present contracts as legally binding agreements. The American Law Institute defines a contract as “a promise or a set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty” (Restatement (Second) of Contracts §1, 1981, p. 11). The Principles of European Contract Law states: “A contract is concluded if: the parties intend to be legally bound, and they reach a sufficient agreement without any further requirement” (Principles of European Contract Law art. 2:101: (1), 2002, pp. 3–4). The Restatement (Second) of Contracts uses the word promise, which is “a manifestation of intention to act or refrain from acting in a specified way, so made as to justify a promise in understanding that a commitment has been made” (Restatement (Second) of Contracts §2, 1981, p. 13). A contract is thus an agreement with the intention to be legally bound to act or refrain from acting. Legal here means that the parties assume their agreement does not interfere with law, public policy or good morals (Smits, 2014, p. 179). The terms of a contract are thus enforceable.

Agreements without an intention to be legally binding have another function. Those agreements do not entail explicit commitments, they “are designed to give a promisor assurance that an exchange will occur” (Eisenberg, 2018, p. 34). Agreements are thus less enforceable than contracts. According to Macaulay, an agreement can be more or less contractual: “transactions can be described relatively as involving a more contractual or a less contractual manner (a) of creating an exchange relationship or (b) of solving problems arising during the course of such a relationship” (Macaulay, 1963, p. 56). Agreements are thus assurances that a deal has been made; contracts bind the parties to the deal.

Note that neither contracts nor agreements need to be in writing. But there needs to be clarity for both parties about what the goals are and how they will be achieved; the parties cannot hold contradictory assumptions (Macaulay, 1963, p. 57). Developers and the Koordinierungsgremium held contradictory assumptions; they thus did not reach an agreement. In contrast, the recommendations made by Q8 were referenced in policy documents and the development agreement for Neue Mitte Altona; there was an understanding that all recommendations would be implemented, which paved the way for Q8 to enter into contractual relations with the developers. To recap, agreements exist on a continuum, from agreements that are more enforceable to agreements that are less enforceable. There must be clarity for all parties that a deal has been reached, and a plan for how their goals will be realized.

Generally understood and studied as mechanisms to govern business relations, contracts have less been studied as tools of governance to achieve public policy goals (Janssen-Jansen and van der Veen, 2017, p. 207). There is a long history of using private law arrangements to enact racist policies (Du Bois, 1903, pp. 243–245; Rothstein, 2017, p. 155), using procurement contracts to achieve public policy goals (Vincent-Jones, 2007, p. 261; Raco, 2013, p. 49; McCrudden, 2004, p. 257; Schapper, Veiga Malta and Gilbert, 2006, p. 5) or using private law to balance structurally unequal relations among private parties (Bartl, 2015, p. 579). However, the harnessing of the contract as an instrument of governance is a relatively new phenomenon (Knijn and Selten, 2005, p. 19; Vincent-Jones, 2007, p. 262).

The extant research on contracts used in governance suggests that contracts are rigid tools that make public policy opaque and inflexible to new political realities: “any shift towards contractual private provision is often inflexible and limits the ability of welfare service providers, and by extension local communities, to reform public services to meet new demands” (Raco, 2013, p.

50). Savini similarly argues that “development contracts signed between government and private sector developers under the regime of private law are more rigid than zoning plans in changing circumstances” (Savini, 2016, p. 460). However, Van den Hurk and Taşan-Kok note that “both public and private actors prefer to seek solutions rather than strictly follow a contract” (Van den Hurk and Taşan-Kok, 2020, p. 16). Contracts can also be used to enhance democratic accountability when they are designed for that purpose (Janssen-Jansen and van der Veen, 2017, p. 220; Taşan-Kok et al., 2019, p. 1122).

This dissertation will examine the role of contracts as tools of urban governance, focusing especially on how contractual relations form between residents, developers and government agencies within participatory processes. As we saw in the example of Oostenburg-Noord in Amsterdam, planning consultants seem to play an outsized role in constructing agreements with local residents. I will thus pay particular attention to their role as intermediaries in the practices of citizen participation in urban development.

1.2 The logics of participation

Governments in North America and Western Europe have encouraged citizen participation in urban development since the 1960s. In this age of participation, participatory processes have become an important part of urban politics. Nevertheless, the aims of participation and how it is organized have seen many changes over the years (Innes and Booher, 2004, p. 419; Fagotto and Fung, 2006, p. 638; Uitermark and Duyvendak, 2008, p. 114; Walker, McQuarrie and Lee, 2015, p. 7). Baioicchi and Ganuza (2017) distinguish between three periods: those of public administration, new public management, and public governance. These periods represent ideal-types as earlier means of organizing and their underlying logics do not disappear in later periods. Although they may be used less, they co-exist with new logics and ways of organizing participation.

During the period of public administration from the 1960s to the 1980s (Baiocchi and Ganuza, 2017, p. 52), participation was organized to consult residents on issues of spatial planning. This period witnessed the installation of citizen advisory boards and review and comment procedures (Ibid., p. 52). Scholars of the period – for example Jacobs (1958), Davidoff (1965) and Arnstein (1969) – understood participation as providing instruments for residents to access decision-making power. Jacobs, whose work on urban life had great influence on urban planning and public participation, argued that “residents should decide how cities will be built” (Jacobs, 1958, p. 131). Davidoff similarly held that planners should champion the interests of residents and that “choices about policy should be taken through public debate and participation” (Davidoff, 1965, p. 332). In Arnstein’s famous “ladder of citizen power”, citizen control is participation’s highest aim: “It is the redistribution of power that enables the have-not citizens, presently excluded from political and economic processes, to be deliberately included in the future” (Arnstein, 1969, p. 216). In this dissertation I refer to the aim of giving power to citizens – of working for the public good and strengthening democratic procedures – as the civic logic. Largely organized through public procedures, the goal of civic participation is to organize collective action and to emancipate and empower citizens (Boltanski and Thévenot, 2006, pp. 185–193).

Ideas from new public management entered participatory practices in the 1980s (Baiocchi and Ganuza, 2017, p. 48). Economic crises led to shrinking public budgets and a new role for citizen participation in urban policy. As government agencies now had to become more efficient and results-oriented (Ibid., p. 56), public-private partnerships – managed through contracts – became the new model to achieve public policy goals (Vincent-Jones, 2007, p. 260). This led to an explosion of community-based organizations taking over formerly public responsibilities, including for affordable housing, economic development and social policy (Levine, 2016, p. 1251). Planning consultants

were increasingly hired to give an aura of credibility to public policies (Saint-Martin, 1998, p. 348). Baiocchi and Ganuza note that “new public management sought to capture a part of the political imaginary of the 1960s...with its ideal of matching its objectives to the needs of citizens” (Baiocchi and Ganuza, 2017, p. 56). The reference to the political imaginaries of the 1960s is also notable in Osborne’s work on reinventing government, on how government should adopt more market-like strategies to “do more with less” (Osborne, 1993, p. 350). When results-oriented government agencies work with competitive principles, through rules and budgets, the government will be community-owned (Ibid., p. 356). Under the principles of new public management, participation is oriented towards delivering services to customers. “Providers that must compete are constantly trying to lower costs and raise quality. Customers value a choice of services because all have different needs” (Ibid., p. 354). The market logic assumes that citizens are clients and policy is ‘demand-based’ or ‘user-based’ (Kremer and Tonkens, 2005, p. 129). In this dissertation, I refer to the focus on growth, competitiveness and citizens-as-clients as the market logic. Private law arrangements are central in market-inspired participation, whose goal is to serve the needs of citizens/customers through efficient and competitive services (Boltanski and Thévenot, 2006, pp. 193–203).

Ascendant since the 2000s, participatory governance is largely a response to new public management’s focus on efficiency and results. Participatory governance is less focused on the market and more focused on collaboration with stakeholders (Baiocchi and Ganuza, 2017, p. 278). “Empowered participation is a third path of reform that takes its inspiration from traditions of civic engagement and participatory democracy rather than public-management techniques or competitive markets” (Fung, 2004, p. 6). As political parties and interest groups are often seen as out of touch, participatory governance privileges methods to reconnect with disaffected residents (Baiocchi and Ganuza, 2017, p. 278).

Participatory governance requires that “both planners and citizens have the capacity to listen sympathetically and share responsibility for problem definition and solution” (Friedmann, 1993, p. 484). For Albrechts, co-production is the “antidote to the idea that we endlessly need to ask citizens’ opinions...since citizens are actively involved in the agenda-setting, problem formulation, the shaping of the content of policies, plans and projects and the delivery as well” (Albrechts, 2012, p. 53). In a similar vein, Ganuza and Francés argue that “the institutional design of participatory budgets, which aims at the general public, offers a participatory framework that differs from the usual protest model” (Ganuza and Francés, 2012, p. 288). In participatory governance, there is an emphasis on balancing the power of professionals (Kremer and Tonkens, 2005, p. 126). Lay citizens are seen as stakeholders who wish to cooperate with others to create “win-win solutions”, complementing civil society organizations as partners in urban policy (Baiocchi and Ganuza, 2017, p. 68). The focus is less on empowerment and consumption, and more on doing. Public engagement is often organized by consultants, hired because they have experience organizing collaborative and deliberative practices (McCann, 2001, p. 209). These consultants rely on “business logics and business tools...for advancing the moral purposes [empowerment of the people] they seek” (Lee, 2015, p. 154).

In this dissertation, I refer to the aim of creating innovative solutions, collaborating and starting new projects as the entrepreneurial logic. Entrepreneurial participation aims to create innovative solutions for problems in the public realm. Residents are expected to not rely on government agencies – especially for subsidies – but to set up their own projects. Nevertheless, the projects do not need to be efficient or market-oriented. The experiments of entrepreneurial participation are mostly governed through agreements and contracts. Citizens are stakeholders who enthusiastically work with

government agencies and commercial parties to create win-win solutions (Boltanski and Chiapello, 2005, pp. 373–408).

Table 1: Logics in participation (Author based on Boltanski and Chiapello, 2005; Boltanski and Thévenot, 2006)

	Civic logic	Market logic	Entrepreneurial logic
Goal	Empowerment	Growth	Innovation
Cooperation through	Democratic practices	Competition and efficiency	Collaboration and starting projects
Legal ordering	Legislation	Procurement and contracts	Agreements
Citizenship	Citizen-as-activist	Citizen-as-client	Citizen-as-entrepreneur

1.3 Entrepreneurialism

The ascendance of entrepreneurial logics has changed the role of agreements, consultants and participation in urban politics. Harvey argues that entrepreneurialism, driven by the quest to accumulate capital, is a response to the crises of the 1970s: “The new urban entrepreneurialism typically rests, then, on a public-private partnership focusing on investment and economic development with the speculative construction of place rather than amelioration of conditions within a particular territory as its immediate political and economic goal” (Harvey, 1989, p. 8). Compared to the comprehensive, publicly funded city planning efforts of the 1960s and 1970s, public-private partnerships are speculative and risky (Ibid., p. 7). Entrepreneurial policies focus on “place-making” – on projects that become flagships for cities and regions, creating “a dual city of inner city regeneration and a surrounding sea of increasing impoverishment” (Ibid., p. 16). For Brenner and Theodore, the

entrepreneurial turn is a move by political-economic elites to force economic reform from below: “A variety of policy experiments have subsequently been advocated in order to unleash the latent innovative capacities of local economies, to foster a local entrepreneurial culture, and to enhance the flexibility of local governance systems” (Brenner and Theodore, 2002, p. 342). Entrepreneurialism is also cast as the result of the restructuring of capitalist relations and new urban governance mechanisms. Their combination leads to the re-imagination of the city “as an economic, political and cultural entity which must seek to undertake entrepreneurial activities to enhance its competitiveness” (Jessop, 1997, p. 40).

Kaika argues that the production of urban space has become more entrepreneurial since the 1970s (Kaika and Thielen, 2006, pp. 65–66). Instead of having a collective responsibility for urban space, citizens are encouraged to take care for private matters (Kaika, 2017, p. 1277). Issues such as housing, education and care become private affairs. In order to receive housing, citizens need to become real estate investors. Through this constellation private law arrangements – such as mortgages – create a relationship between everyday life and global financial markets (García-Lamarca and Kaika, 2016, p. 313).

For Swyngedouw, entrepreneurialism is a technique of governmentality linked to the post-political order that began in the 1980s, when urban policy switched from formal to informal steering through the governance networks of commercial parties, civil society and state actors (Swyngedouw, 2007, p. 6). While politics is based on demands and counter-demands – that is, on conflict – it has been replaced by the negotiation of interests. Entrepreneurialism undermines democratic practices: “the making of new creative and entrepreneurial cities is one of the key arenas through which this post-political consensus becomes constructed” (Ibid., p.13).

Rose is likewise critical of the effects of entrepreneurialism on democratic practices: “Functions of democratic local government – from street cleaning to urban regeneration – have been devolved to a multiplicity of private firms or public-private partnerships” (Rose, 2000, p. 256). Entrepreneurial policies transform “citizenship as possession to citizenship as capacity” (Ibid., p. 264).

As Marxist and governmentality approaches contend, economic and political elites are forces to be reckoned with in urban politics. In this dissertation I use the terms planning-property contradiction and capitalist-democracy contradiction to capture the tensions between urban elites and other actors (Foglesong, 1986, pp. 20–24; Young, 1990, p. 69; Boltanski, 2011, p. 127; Stein, 2019, pp. 54–58). These terms, however, do not imply that residents are powerless. As we will see, residents can mobilize against the influence of elites; they can also choose to work with elites without being deluded. More importantly, residents can also create alternative forms of politics. In addition to having different capacities, residents are not a homogeneous group with fixed beliefs; we see them harboring a range of attitudes towards elites in different settings. While theories that explain entrepreneurialism based on (neo) Marxism or governmentality tend to relate residents’ agency to structural features of society, critical pragmatism – as formulated by Boltanski and Thévenot amongst others – provides a framework to study how actors collectively engage in processes of critique and justification.

Critical pragmatists have sought to move away from critical sociology as defined by Bourdieu. Boltanski, once Bourdieu’s research assistant, states: “We have tried to demonstrate that – contrary to Bourdieu’s view – actors are not always deluded but – in certain situations – capable of using sociological arguments, of participating in practices of justification and criticism, and of developing an awareness of social reality” (Boltanski et al., 2014, p. 565). Critical pragmatists hold that actors construct reasons to make their world

coherent (Boltanski, Rennes and Susen, 2014, p. 597). They do so by bringing objects and actors into relation with each other – by linking the particular to the general (Thévenot, 2002, p. 3). This means that some objects and actors become valued mechanisms of coordination, providing actors with guidance. This ordering is not an individual exercise. While actors are influenced by their environments and social structures (Boltanski, Rennes and Susen, 2014, p. 598), they are – to a greater or lesser extent – aware of this influence and deal with it reflexively and creatively.

Boltanski and Chiapello in *The New Spirit of Capitalism* build on these premises to explain the turn towards entrepreneurialism. They trace the rise of entrepreneurialism to the criticism of rigidity in social relationships – spanning gender roles, sexuality, labor relations and much else – in the 1960s and 1970s. While many governments in the wake of the 1970s oil crises negotiated with unions (Boltanski and Chiapello, 2005, pp. 606–607), the rising costs of this response compelled governments to reorganize labor relations in more flexible ways. These measures were encouraged by activists who felt that the rigid organization of the state and market had suppressed creativity and individuality (Ibid., pp. 612–613). Security was exchanged for autonomy; protection for self-determination (Ibid., p. 608). The emphasis on emancipation and creative freedom distinguishes entrepreneurialism from the market logic which privileges competition and economic growth. Entrepreneurialism is not solely focused on self-interest and the exchange of goods and services through a price system. The emphasis is more on innovation, trust, networks, and enthusiasm for undertaking new projects (Ibid., pp. 614–615).

To sum up: contracts, planning consultants, and local resident participation are expressions of an entrepreneurial form of governance that relies on an active citizenry – a citizenry assumed to be willing and able to take over many of the former responsibilities of the welfare state. Do contracts, planning consultants,

and resident participation simply reflect the social and economic systems in which they are embedded? Or does the use of contracts influence the kinds of decisions made within participatory processes? What role do planning consultants play in translating citizens' interests into contracts and agreements? Does entrepreneurial governance change how urban issues are raised? In the age of participation, do contracts have politics?

1.4 Thesis outline

In *Part I: Contracts as governance tool*, I discuss my research puzzle, theoretical framework and comparative strategy. In **chapters two** and **three** I use relational contract theory and critical pragmatism to explain the dissertation's core, recurring concepts. In **chapter four**, I describe how I compare different cases and cities. Next, in *Part II: Contracts in action* I analyze the empirical data. In **chapter five**, I describe the role of planning consultants in translating citizens' interests into contracts and agreements. Planning consultants are often considered neutral actors working for their principals. But although the principal makes the decisions, the preferences of planning consultants shape the contexts in which these decisions are made; they are thus important intermediaries in the process of incorporating citizens' interests into contracts. In **chapter six**, I show how participatory processes can reproduce social inequalities – related to but not determined by race and class – and differentially assign worth to various groups of residents. Residents can change the trajectory of urban development by mobilizing support from the media, politicians, and the courts through moral standards; those who are able to deftly navigate the often labyrinthine processes of urban development are deemed good citizens. Next, in **chapter seven**, I show how contracts between developers and government agencies precede the ability of residents to get involved in the development process. Citizens' interests are more likely to be incorporated in tacit agreements unless developers are pressured to make agreements more contractual. In **chapter eight**, I describe how contracts are used to reach a

preferred future. Contracts can be used by residents to hold developers accountable for their promises made during the participatory process. The design of the contract can include coordination duties with neighborhood organizations and individual residents, monitoring duties in the form of reports and committees, and structural or relational safeguards. In the final part of this thesis, *Part III: To contract or not to contract*, I compare the different case-studies and present the main findings of this research. In **chapter nine**, I analyze how the logic of participation has changed in Amsterdam, Hamburg and New York over the past decades. In **chapter ten**, I discuss whether contracts reflect or change the political and social systems in which they are embedded. Since contracts are increasingly used to achieve public goals, we need to examine the politics of contracts. To do so, I argue that a sociological interpretation of contracts is more fruitful than legal or economic interpretations.

2. The many faces of contracts

As I outlined in the introduction, agreements lie on a continuum between more enforceable and less enforceable agreements. There needs to be clarity among all parties that a deal has been reached as well as planning on how goals will be reached. Agreements can be studied in multiple ways. In this chapter, I discuss legal, economic, and sociological approaches to studying contracts. For the purpose of parsimonious comparison, I describe these definitions as if they were rigid, and position the different theoretical positions in such a way that their assumptions become clear.

2.1 A legal approach to studying contracts

The legal definition of contracts is closely related to how courts interpret them (Hesselink, 2004, pp. 9–10). In the doctrinal or legal approach to contracting, a contract has five qualifications, of which the first three are required and the last two are additional. The first qualification is that an offer is made (Treitel, 2003, p. 8; Smits, 2014; Kötz, 2017, p. 19; Eisenberg, 2018, p. 418). Contractual negotiations begin with an invitation to negotiate. In most cases, there is first a period of bargaining, when proposals can be made, adjusted, and refused before an offer is made. An offer is a promise with the intention to be bound by the proposal; it thus contains specific terms by which the offeree is willing to be bound (Treitel, 2003, p. 8). The offer must be specific; the transaction is coordinated by including clear planning for the exchange. The offeree describes the offer as a binding offer to distinguish it from a mere proposal. When no clear binding offer is made, it depends on how the proposal will be received by a judge, who will decide whether a reasonable person would agree that the proposal included a binding offer. For example, when a proposal is sent to several people as an offer – as happens in advertisements – it is considered a proposal. While jurisdictions differ on when proposals are considered offers,

most have specific laws to prevent the offeree being held liable when this is deemed unreasonable (Kötz, 2017, p. 62). When a governmental agency sets out a tender to purchase a service, this is an invitation rather than an offer. It is generally accepted that only the best tender will receive an offer to form a contract. Especially for government agencies, laws regulate how contractual negotiations should take place in order to prevent unfair competition (Treitel, 2003, p. 15).

The second qualification of a contract is that an offer must be accepted. An offer can be accepted in two ways. The first is the most straightforward: through a declaration to the offeror, where the offer is received and acknowledged and the offeree declares that she is willing to be bound by the offer (Kötz, 2017, p. 17). An adjusted acceptance with different terms is not an acceptance but a counter-offer. If a person agrees to buy a house for the proposed amount but adds the condition that she must be able to move in immediately, she is introducing new terms. She is thus not accepting the offer but giving a counter-offer (Treitel, 2003, p. 11; Smits, 2014, p. 54). The second way to accept an offer is through conduct. In such cases, it should be clear that there is no need to communicate the acceptance of the offer because the offeror does not need or does not care to know whether an offer is accepted (Treitel, 2003, p. 18; Smits, 2014, p. 57; Kötz, 2017, pp. 25–29; Eisenberg, 2018, p. 427). For example, when someone enters a taxi, he does not need to articulate that the offer is accepted; the contractual relation comes into existence because he enters the taxi. This is because all reasonable people would agree that they are bound to pay for the ride when they enter the taxi.

The third qualification is that the parties are legally bound by the agreement. Both the offer and the acceptance of the offer are promises. Both promises follow an obligation to act according to the terms of the contract. These obligations are voluntarily accepted obligations, which sets them apart from

non-voluntary obligations that follow from the law (Smits, 2014, p. 7). Once a contract is formed, the contract becomes law (Ibid., p. 11) – a safeguard for the parties that the exchange will be executed. This means that a court can intervene to force the parties to act according to the terms of the contract. Courts can intervene to enforce both terms agreed by the parties and terms that can be reasonably assumed. The principles of good faith, consideration, and estoppel are legal doctrines followed by courts when enforcing contractual relations.

The principle of good faith is the presumption that the parties take each other's interests into account and deal with each other in a fair and reasonable way (Ibid., pp. 136–137). This principle can be used by courts to fill in the gaps of an agreement. The principle of good faith can be used by courts for law-making and has three functions (Ebke and Steinhauer, 1995, pp. 171–172). The first is that good faith can give rise to supplementary duties, starting in the pre-contractual phase. For example, parties must be honest about the product being sold, what the product can and cannot do. The second function is that good faith can be used by courts to interpret how reasonable parties would come to an agreement. Through this line of reasoning, courts can fill in the missing parts of a contract. The third function is restrictive. When fundamental changes occur, a reasonable party cannot force a party to honor the terms of the contract, for example in cases of natural disaster or bankruptcy. The principle of good faith plays an important role in Dutch, German and American contract law. In Germany, this goes back to the economic and political instability of the post-World War II period when courts considered changes to the underlying assumptions of the contractual relationship. A court can decide to reallocate the risks of the contracting parties (Ibid.). Alongside the principle of good faith, the principle of consideration is important in common law countries such as the United States. Consideration is the idea that courts can only enforce a promise if the other party has promised something in return (Eisenberg, 2018,

p. 111). The *quid pro quo* principle sets a contract apart from gratuitous promises. Finally, the principle of estoppel means that courts can “estop” parties if they act contrary to earlier behavior (Smits, 2014, p. 84). If a landlord has previously promised a tenant to not raise the rent, a court can intervene to stop the landlord from doing so, even if the landlord is legally allowed to raise the rent.

The fourth qualification of a contract is related to its form. A contract is binding when the parties have the intention to be bound and their intentions are reasonably clear. There is no need to have the contract in writing (Treitel, 2003, p. 19; Smits, 2014, p. 101) although in some cases the law requires written contracts. In most jurisdictions, contracts for the sale of land must be in writing, although they do not need to be in the form of a deed (Smits, 2014, pp. 104–106). Sometimes a contract does not need to be in writing, but the evidence does. When somebody promises to stand guarantee for a debt, the evidence must be in writing although the contract itself does not need to be written down.

The fifth qualification is related to fairness. Although actors are free to form a contract, the contract cannot conflict with other laws, generally accepted morals or public policy (Ibid., p. 10).

In sum, the legal definition of contracts assumes that parties act reasonably. Contracts are built around specific terms to which the parties have agreed. The terms of the contract coordinate the desired exchange between the parties while potential gaps in the contract are filled in by the courts.

2.2 An economic approach to studying contracts

The economic approach to studying contracts assumes that actors are utility-maximizing agents (Hesselink, 2004, p. 127) – either rational agents pursuing their own interests or agents with bounded rationality trying to account for

possible contingencies. Negotiating contracts and arranging exchanges is costly. “The essence of the contract is that it should only state the limits to the powers of the entrepreneur. Within these limits, he can therefore direct the other factors of production”(Coase, 1937, p. 391). Actors weigh their options based on the costs and benefits of each option (Coase, 1960, p. 389). Here I focus on the transaction costs approach to contracting – one of the most common ways of defining and analyzing contracts (Schepker et al., 2014, p. 193).

According to transaction cost economics, the contract serves to coordinate business relations in the most efficient way possible – that is, to minimize costs. Actors seek to maximize their self-interest, constrained by their access to information and their ability to process this information. While most actors are socialized to act in a trustworthy manner, some will act opportunistically (Williamson, 1993, p. 98). Since some actors act opportunistically, all actors should plan for hazards (Ibid., p. 105). This is not about the morality of actors but the realization that naïve planning will hurt all those involved. Realism about potential hazards – whether they arise from misunderstanding or outright opportunism – is better than wasting time and resources arguing about how things should proceed (Ibid., p. 105). Relying on trust can easily lead to misinterpretation, which can increase transaction costs; being open about opportunism is thus the preferred strategy. When actors plan for hazards, they should distribute credible obligations to mitigate opportunism (Ibid., p. 105). Structural safeguards help to enforce cooperation between actors and must materialize in contracts with clear responsibilities and shared risks.

Contracts designed for relatively simple exchanges can be straightforward in their details. When the exchange is more complex and actors need to consider unforeseen circumstances, the contract is necessarily incomplete. The more customized the contract, the greater the need for coordination (Poppo and Zenger, 2002, p. 721; Schepker et al., 2014, p. 195). This implies that expert

knowledge is needed to execute the agreement, inflating the transaction costs of the exchange, for example through the need for specialized training and learning-by-doing. How the exchange is organized rather than the commodity determines how the contract is designed (Williamson, 1981, p. 549). Who will pay for failed experiments? How will actors deal with investments in specialized training?

When parties need to adapt to new circumstances, they either find a solution through the market or through consent. Contracts need to give clarity on how this consent is reached, which actors must reach consensus, and on the basis of what information.

In sum, the economic understanding of contracts governs most business relations. Actors seek to maximize self-interest. Complex agreements are incomplete because unforeseen events are bound to happen. The contract is designed in such a way that the transaction will be executed, with the assumption that actors will act opportunistically. In order to coordinate the transaction, structural safeguards such as risk-sharing are incorporated into the contract. This also solves potential differences between the efficiency of markets and firms. Flexibility is built into the contract by allowing adaptation to changed circumstances through a price system or consent.

2.3 A sociological approach to contracts

The sociological approach to studying contracts focuses on the relations in which the contract is embedded (Granovetter, 1985, p. 487; Hesselink, 2004, p. 172). Here I focus on relational contract theory, which goes back to Macaulay's (1963) study of the use of contracts in business relations in the US state of Wisconsin. Macaulay found that contracts are rarely enforced in business relations; when a party is contractually obligated to deliver a good or service but is unable to do so, the parties often work out a solution to the problem.

Maintaining good business relationships and reputations are considered more important than enforcing contracts. Lawyers only get involved when the parties cannot find a solution.

According to relational contract theory, even the most straightforward contract – one that does not include much negotiating – is ingrained in relations (Macneil, 1980, p. 13; Eisenberg, 1995, p. 296). When two persons meet to exchange a good or service, there is the possibility for future interactions. A truly discrete transaction would require two strangers to agree to exchange and, thereafter, never meet again. Fully discrete transactions are thus rare; strangers moreover cease to be strangers through the exchange. Other factors than merely the transaction will start to play a role, especially those that bear on reputation and trust. In complex, long-term undertakings such as large scale urban development projects, the relations between actors play an even bigger role as both these relations and agreements about exchanges will evolve over time. For example, if a new technology that allows for the swifter and cheaper delivery of a service is introduced but the contract specifies use of the old technology, the actors will likely agree to the change, verbally or by rewriting the agreement. But this does not necessarily mean that relations are cooperative; they can indeed also be conflictual or suppressive. Contractual relations should not be over-socialized, as distrust, opportunism and disorder occur (Granovetter, 1985, p. 491). Relational contract theory thus holds that contracts are relations among actors who have exchanged, are exchanging, or expect to exchange in the future, and that contracts can only be understood in association with their context (Macneil, 1980, p. 11). How these relations affect actors is an empirical question.

To write up a contract and choose the right governance structure, actors must consider different possible futures, rank these possible futures, and identify and describe the actions needed to create them (Callon, 1998, p. 4). All of this

assumes that actors are able to process all available information (Granovetter, 1985, p. 499). But the reality of how contracts are designed is much messier. Actors base their decisions on trust and their relations with others, which can appear highly rational or irrational. A sociological approach does not make sweeping statements about how actors interact or process information; these need to be found out through in-depth studies (Ibid., p. 493).

Through cooperation, parties design contracts to plan for the desired exchange. The planning organizes when and how the exchange takes place and includes provisions for non-performance. For example, contracting parties may agree to build infrastructure at the beginning of the project to service the first residents of a new neighborhood, and on a fine should developers fail to deliver on time. In this process, the parties also think about how they would address potential contingencies. The ability to adapt to new circumstances depends on how far the contract accommodates shared learning and understanding (van der Veen and Korthals Altes, 2012, p. 1054). For example, will the actors meet throughout the process to reflect on their cooperation? The degree to which the monitoring of project goals enhances cooperation influences the execution of the contract. Contracts are a matter of degree; an agreement can be more or less contractual, depending on the specificity of the agreements and the (legal) sanctions on non-performance (Macaulay, 1963, p. 58).

According to this sociological definition of contracts, actors are interdependent and use contracts as frameworks to foster trust and maintain good relations. This does not mean that these relations are free of conflict. But because actors generally want to cooperate in the future, they will try to deescalate any conflicts. The monitoring of the project helps to coordinate the exchange. Through learning and sharing knowledge, actors adapt to new circumstances.

2.4 Comparing approaches to studying contracts

There are several ways to analyze the contract. The previous sections discussed some prominent legal, economic, and sociological approaches. In a nutshell, legal interpretations assume that contracting parties behave reasonably. Economists assume that actors make decisions based on (bounded) rationality to maximize their own interests, while sociologists argue that actors conduct themselves in light of their embeddedness in social relations. For legal scholars, the purpose of the contract is to enforce promises; for economists, to manage transactions; for sociologists, to govern social relations. If a party cannot keep a promise, a legal scholar would expect the situation to lead to litigation; an economist that the agreement will be renegotiated; and a sociologist that actors will privilege maintaining good social relations and reputations. If circumstances change, legal scholars would expect the contract to be interpreted on the basis of jurisprudence and legislation; economists that actors come to new agreements on the basis of opportunism; and sociologists that actors will work together to reach a joint solution.

While contracts are most often studied as business tools, I approach contracts as a governance tool to achieve public policy goals. Since my research focuses on the forming of contractual relations between residents, commercial parties, and government agencies, I have chosen the sociological approach to pursue my analysis, which considers the broadest range of actors and relations that influence contracts. The sociological approach allows us to study both how contractual relations are formed between diverse actors and how these contractual relations in turn (re)configure the social relations in which actors are embedded. In the conclusion, I will reflect on this choice.

Working with a sociological approach to contracting has a further advantage. Amsterdam, Hamburg and New York City differ in their legal systems. The Netherlands and Germany have a civil law system, the United States a common

law system. Because Hamburg is both a municipality and a state, it has greater latitude to create its own legislation on contracts. In contrast, Amsterdam is more influenced by national legislation, New York City by state legislation. The sociological approach allows for comparing contracts from different jurisdictions as it studies contractual relations rather than doctrines and jurisprudence.

Table 2: Different approaches to studying contracts (Author)

	Legal approach	Economic approach	Sociological approach
Actions of actors	Reasonable	Maximizing self-interest	Embeddedness and trust
The goal of the contract	Enforce promises	Govern transactions	Govern relations
What happens in case of non-performance	Litigation	Bargaining	Maintain good relations and reputation
What happens in case of contingencies	Courts interpret the contract	Actors act opportunistically	Actors aim to maintain relations

3. Urban politics and the neighborhood

This dissertation contributes to the academic debate on urban governance and participatory democracy by studying participation through a contractual lens. To do so, I draw on critical pragmatism and relational contract theory. The following sections introduce the main concepts used in the dissertation.

3.1 Contradictions in urban politics

In order to understand the fault lines of urban politics, I distinguish between two major contradictions in urban politics: the property-planning contradiction and the capitalist-democracy contradiction (Foglesong, 1986, pp. 20–24; Young, 1990, p. 69; Boltanski, 2011, p. 127; Stein, 2019, pp. 53–57). The property-planning contradiction is the dependence of commercial parties on government intervention while they remain hostile towards anything that restricts their activity (Stein, 2019, pp. 53–55). Although government interventions such as safeguarding credits and investments in infrastructure make development projects possible (Logan and Molotch, 1987, p. 28), the constraints they place on commercial parties are routinely met with opposition. Land use plans are useful to protect property rights, but should not restrict landowners in any way. Investments in infrastructure are necessary, but taxes that raise money for these investments are opposed. This tension is the planning-property contradiction. Different commercial parties have different needs for intervention, resulting in tensions and alliances between commercial parties and between commercial parties and other actors (Foglesong, 1986, p. 22). Contracts, I argue, play an important role in administering the property-planning contradiction. Whereas land use plans must be confirmed by municipal councils, contracts can be negotiated by developers and civil servants. This allows contracts to be more customized to specific needs.

The capitalist-democracy contradiction is the tension between the benefits of democracy for commercial parties and the threat to their profits (Young, 1990, p. 69; Boltanski, 2011, p. 127; Stein, 2019, pp. 56–57). Democracy provides legitimacy and the public resources needed to invest in infrastructure. Urban development projects need to maintain their legitimacy as residents mobilizing against the project can disrupt the development process. Although organizing public consultations and realizing benefits for residents bolsters the legitimacy of projects (Young, 1990, p. 71), the influence of residents can threaten profit margins for commercial parties. During public consultations, some criticisms are incorporated into the project while others are displaced (Boltanski, 2011, p. 127). Although processes of public participation can lead to greater citizen influence, residents rarely share actual decision-making power (Levine, 2017, p. 1156; Stein, 2019, pp. 56–57). Citizens' participation and the use of planning consultants, I argue, help to circumvent the capitalist-democracy contradiction. Planning consultants are hired because they can “objectively” mediate between developers and residents. Participation is organized to legitimize development projects.

Both contradictions materialize differently on various geographical scales. While the tensions between planning, democracy and profitability help us to understand the politics of urban planning, it always remains an empirical question how these tensions manifest locally. Studying the nuances and particularities of these processes provides insight into how actors' reflexive engagement with structural features transform these very features (Emirbayer, 1997, p. 307) and lead to new political imaginaries.

3.2 Collective action and the common good(s)

My premise is that people are creative and reflexive beings who seek to sustain or improve their living conditions and those of others. Although they are reflexive, they are not constantly making cost-benefit analyses to inform their

decisions; preoccupied by their everyday lives, they must form bonds of trust – with other people as well as objects – to navigate their lives. People thus trust their own experience, the advice of their families and friends, or other sources of information. While these bonds of trust grow stronger through repetition and become ingrained in routines, reflexive actors can change their routines. People lose trust in friends or find new sources of information.

There is also a difference in how actors navigate their personal lives and how they navigate public disputes. In public disputes, there is a need for collective action; to mobilize the support of others, actors must move from particular, individual judgements to general, collective understandings. In order to do so, actors mobilize notions of the common good, which become coordination mechanisms that create linkages of commonality (Thévenot, 2002, p. 7). The common good then becomes a tool to assess situations, enabling associated actors and objects to be valued as worthy or unworthy (Boltanski and Thévenot, 2006, p. 71). But different conceptions of the common good – which are also informed by power relations – can and do clash. Whereas the residents of Oostenburg believed that the building of a community center carried its own justification, the developers thought the community center needed to be professionally organized. While both groups believed their positions to be justified, the developers were more powerful. The residents therefore hired a consultant to more effectively associate their goals with the developer's notion of the common good.

While understandings of the common good can help actors to navigate public disputes and organize collective action, the example of Oostenburg-Noord shows that conceptions of the common good can also fail to direct people's actions towards their preferred outcomes. Understandings of the common good must be applied – they must encounter the world – to function as mechanisms of coordination. While a developer may believe that a new

shopping mall is justified because it will create jobs, this won't mobilize support in a room full of environmentalists wishing to realize urban green space.

In this dissertation I analyze how actors organize collective action through four moves guided by conceptions of the common good. The first move is to transcend local particularities to inform a general argument (Thévenot, 2002, p. 3). A resident who criticizes luxurious condos because they affect how she feels about the neighborhood will likely fail to mobilize support from others. But reasoning that there is a greater need for affordable housing makes the argument more general, and creates a bond of commonality with other actors.

The second move is to link the line of reasoning to notions of the common good, which enables actors to justify their arguments and actions. The concept of the common good reveals how environments shape actors – without actors losing their agency. Agency here is not the agency of calculative agents, but the agency of different possibilities embedded in the environment (Ibid., p. 12). The residents of the *koordinatorungsgremium* did not only criticize the development plans for Neue Mitte Altona; they argued that the participatory process itself was unjust. To justify their reasoning, they argued that the developers and investors made excessive profits, which the residents of Altona had to pay for. By invoking a notion of the common good, a particular situation was linked to historical equivalences and political narratives, allowing people to value and devalue other actors.

The third move encompasses relating actors to objects. Objects can be symbolic references as well as agents that structure situations. Actors use bonds of trust in objects to evaluate and navigate situations (Ibid., pp. 6–7). When the irate resident during the community board meeting in New York waved the request-for-proposal document in the air, it was a reference to the participatory process and previous promises made to the neighborhood. The

RFP also outlined the obligations of the various actors. Objects thus have qualities that can be drawn in for support during public disputes. But actors also need specific competencies to make effective use of objects. Residents wanting to enforce the RFP need to go to court, but engaging in litigation is not equally accessible to all.

The fourth move entails criticizing or confirming the lines of reasoning best suited to coordinate the actions of actors. Multiple lines of reasoning and notions of the common good are often invoked in public disputes. The process to determine how a development project should be legitimized is often contentious. Participation meetings are not only based on rhetoric or a meeting of minds, as power relations can enforce justifications of the project. What emerges from a participatory process is hardly ever a clear conception of the common good but a particular judgment about what actions should ensue (Young, 2000, p. 29; Thévenot, 2002).

3.3 Democratic decision making

The tensions between planning, democracy, and profitability are administered through a political process. For an urban development project to be realized, the political decision making surrounding it must generate legitimacy, framing the project in such a way that it appeals to conceptions of the common good. In this dissertation, I understand politics as the process through which decisions are made about how to live together; it is the space where the ordering of society is criticized, justified or transformed. My understanding of politics is inspired by critical pragmatism and the work of Iris Marion Young (1990, 2000).

Participation is often assumed to enhance democracy (Walker, McQuarrie and Lee, 2015, p. 7). But democratic decision making does not require citizens to be present when decisions are made. Nor does it mean that representatives replace the groups they represent, which would imply that the diversity of

citizens, groups, and interests can be reduced to a single entity; there is no single will of the people that can be represented (Young, 2000, p. 122). Rather, formulating and executing policies through fair representation means acknowledging the differences between people as well as the difference between representatives and the represented (Ibid., p. 127). My analysis frames democratic decision making as the relationship between the represented and their representatives. While representatives should engage with their constituencies through public debate, and speak for them, they do not speak as them (Ibid., p. 127). Representation is a cycle of authorization and accountability: authority is given to representatives to make political decisions, and they need to be held accountable for their actions (Ibid., p. 133).

While actors are all differentially positioned within society; those positioned in comparable ways will experience similar barriers (Young, 1990, p. 9). Within political processes, the relative privilege of some actors will allow them to dominate the definition of the common good in ways compatible with their experiences, perspectives, and priorities (Young, 2000, pp. 21–22; Boltanski, 2011, p. 128). From their definition of the common good flow rules about how political cooperation should be organized. Privileged actors can use these rules instrumentally; less privileged actors have these same – now moralized – rules imposed on them (Boltanski, 2011, p. 147), often leading to the devaluation of their perspectives, experiences, and opinions.

Politics can moreover lead to displacement and co-option. Criticisms of how society is ordered can be displaced (Boltanski and Chiapello, 2005), for example when social movements in one neighborhood pressure the city government to invest in public spaces, but at the cost of investing in neighborhoods with less organized activist groups. Criticism can also be co-opted, leading to cosmetic changes for select policies (Ibid., p. 212), for instance when new standards for sustainable development are imposed on developers

while leaving loopholes that free commercial parties from serious investments in sustainability. Finally, force can be used to thwart political processes and subdue critique, for example when protestors are arrested by the police. The use of force leads to depoliticization and domination.

3.4 Community and citizens' interests

To buttress their positions, actors in participatory processes often invoke “the community”. As Levine argues, the community is a vague but valued concept – a floating signifier of the common good – able to generate symbolic boundaries and amenable to use as a political tool (Levine, 2017, p. 1156). Commercial parties can appeal to the community to advance their goals, for example by arguing that their activities provide jobs in the community. Government agencies can claim that they are the community’s official representatives and can legitimately make decisions on its behalf. This can lead to the paradoxical situation where the invoking of community can undermine the power of its members (Ibid., p. 1156). Invocations of community also often obscure differences between community members. “Community” comes to be positioned against its individual members, alongside similar distinctions between self and shared, private and public (Young, 1990, p. 229). This gives the community the same underlying logic as individuality – the erasure of the diversity of relations within a community in order to unify these relations under a single banner (Ibid., p. 229). How the community is defined is part of the political process and creates and reproduces the dichotomies of us versus them.

That community is a floating signifier does not mean that actors are not attached to it. Communities are created through people’s actions to preserve or enhance their social relations, and can fulfill their members’ material and non-material needs (Logan and Molotch, 1987, p. 20). For example, communities can organize to provide affordable food or leisure activities. Being

part of a community invokes feelings of belonging and attachment between its members. Community organizations may even come to perform many of the functions of the welfare state (Levine, 2016, p. 1254). Their leaders, generally prominent figures in the neighborhood, are often deemed better representatives than politicians or union leaders because of their proximity to the community (Ibid., p. 1271).

I use the concept of “citizens' interests” to refer to the collection of ideas, needs, and objectives defined by groups of residents (with “citizens” in the plural to avoid implying a unifying set of interests). Citizens' interests thus do not refer to the needs of the neighborhood or the interests of its residents, but to the collection of ideas, needs, and objectives proclaimed by residents and reproduced in neighborhood meetings and policy documents. Through this process of reproduction, they are considered to be the interests of the residents, although this is often contested.

3.5 Neighborhood and development projects

The neighborhood is the space that the urban actors in my dissertation try to change. The neighborhood is a complex entanglement of uses, values and sentiments (Logan and Molotch, 1987, pp. 103–110). Residents can criticize, approve and propose plans to change their neighborhood, while the area's physical aspects shape how planning instruments can be used. For instance, the Zeeburgerpad project in Amsterdam is on a long strip of land between waterways; its shape united residents to mobilize against plans to build high rises in the area. Neighborhood history also informs how planning instruments receive meaning. It matters whether a developer wants to start a project in a left-wing neighborhood such as St. Pauli in Hamburg or a historical site of arrival for immigrants such as New York's Lower East Side.

Neighborhood residents are both united and divided through their use of public and private services, and share emotional attachments to place. This gives them a common – although not necessarily similar – stake in the future of the area (Ibid., p. 19). As the focal point of their everyday lives, residents care about their neighborhoods in ways that go beyond self-interest (Ibid., pp. 103–110). But neighborhoods also reproduce social boundaries by dividing people into those who belong and those who do not (Young, 1990, p. 247).

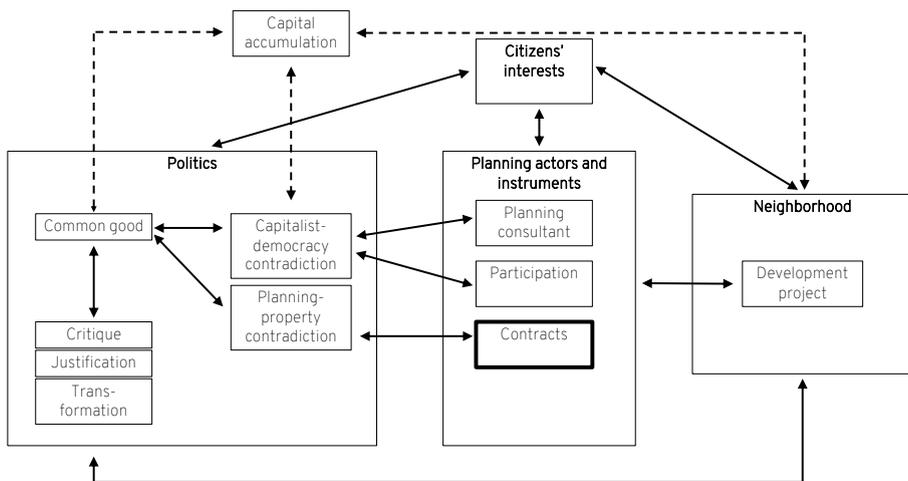
Neighborhoods can also become the site for commercial parties to extract profit. Urban development projects lead to a highly specialized system of actors: large investors earn returns on capital, landowners receive rent from residents, developers receive a portion of this rent to recoup their investments, builders profit from construction work, the state uses the (anticipated) taxes levied on residents to bankroll investments (Harvey, 2006, p395). For the purposes of this dissertation, I define development projects as large-scale efforts to materialize changes in the built environment. Urban development projects introduce new actors and buildings into the area, changing the fabric of the neighborhood.

3.6 Conceptual scheme

My conceptual scheme is summarized in Figure 1 below. Actors are reflexive beings with critical capacity to criticize and shape political order. The urban political order in North America and Western Europe harbors tensions between the need for public legitimacy and market forces (the capitalist-democracy contradiction) and between the need for government intervention and aversion to restrictions on the private sector (the planning-property contradiction). Instruments such as planning consultants and resident participation are used to soften tensions between public legitimacy and market forces, while contracts

are used to regulate tensions between planning and property. Notions of the common good are coordinating mechanisms that bridge particular situations to generalities, and are used to coordinate the actions of parties in public disputes. Conceptions of the common good affect how contracts, planning consultants, and public participation are shaped. The goals of contracts and agreements materialize in specific neighborhoods; they both shape and are shaped by the neighborhood, while the composition of the neighborhood determines whether the political order imposed through the plans is justified or criticized. As significant investments are needed to realize development projects, capital accumulation is an important force in urban development. But it is not a determining force, as actors can bend processes of capital accumulation.

Figure 1: Conceptual scheme (Author)



4. Comparative strategy

The main puzzle of this dissertation is how the outcomes of citizen participation in urban development are incorporated into agreements. I aim to understand how the interests of residents are incorporated into agreements in those cases where residents have been co-negotiators. While extant research has addressed agreements that govern public-private partnerships (Swyngedouw, Moulaert and Rodriguez, 2002; Camacho, 2013; Raco, Street and Freire-Trigo, 2016; Taşan-Kok et al., 2019) and community benefit agreements (Baxamusa, 2008; Janssen-Jansen and Van der Veen, 2017), other kinds of agreements also regulate how the outcomes of participation are realized. I thus examine different practices of contracting. I begin with projects where residents have co-negotiated agreements and then explore different kinds of agreements employed in urban development (Pickvance, 2001, p. 22). In order to answer the main question, I have four sub-questions. The sub-questions will be addressed in chapters 5-8:

- What is the role of consultants as intermediaries in participatory processes and what are their perceptions of citizen involvement in urban development? (Chapter 5)
- How are citizens' interests defined in agreements that manage urban development projects and when - under what conditions - are citizens able to alter the trajectory of urban development? (Chapter 6)
- What is the relationship between development contracts and (tacit) agreements with residents during participatory processes? (Chapter 7)
- How are the citizens' interests incorporated into (contractual) agreements, when residents have the opportunity to negotiate those agreements in a meaningful way? (Chapter 8)

My qualitative research strategy allows me to stay close to actors' own descriptions of the role of agreements in the participatory process. I study the interactions between actors, the relevant policy documents, contracts and agreements, and analyze how practices and discourses change over time. While I focus on how actors justify their actions and move from their specific experiences to general judgements (Thévenot, 2002, p. 3), I do not take positions on the truth claims of actors or see any practice as intrinsically more important than another (Flyvbjerg, 2001, p. 135).

Since I explore various forms of agreements, this dissertation employs a comparative case study design. Studying multiple cases in several cities allows me to see whether different conditions lead to the same or different contractual relations (Pickvance, 2001, p. 20). A case study is an in-depth analysis of a specific unit, sensitive to how it is embedded and evolves over time and space (Flyvbjerg 2011, 301). Detailed descriptions are important to explore the specific role of agreements concerning participation, while understanding how actors construct citizens' interests requires seeing the process through their eyes. The formation of citizens' interests and the design of contracts takes time; it is therefore important to understand how they develop. Finally, in order to understand the politics surrounding contracts, we need to understand how actors and agreements are embedded in political and social relations.

The dissertation follows the principles of abductive reasoning (Tavory and Timmermans, 2014). Abductive reasoning is focused on theory-building and is distinct from inductive and deductive reasoning. The aim of abduction is to form conjectures about the world that are not explained by existing literature. Deductive analysis starts with a rule, applies that to a case, and observes a result that is either proves the plausibility of the rule or falsify it (Ibid., p. 96). Inductive analysis, starts from examining a case and poses a universal rule based on those observations (Ibid., p. 96). Abductive analysis starts from

perceiving an observations, relate the observation to other observations with the possibility of unknown causes and hidden effects and then formulate a theory (Ibid., p. 98-99). Amsterdam, Hamburg and New York, and the development projects within those cities, are analyzed by relating them to each other, to see whether observations in one case are similar or dissimilar to observations in other cases. Thus, in contrast to induction and deduction, abductive analysis does not assume proposition before fact (as with deductive reasoning) nor observed (as with inductive reasoning). Propositions are figured out, presumed after the fact to explain observations that cannot be fully explained otherwise (Ibid., p. 99). The theories described in the first three chapters and explanations of the actors I studied were used to understand and explain observations. The explanations provided by abductive reasoning, can be used to formulate deductions and confirmed by inductive research (Ibid., p. 101). At the end of this dissertation, I formulate questions that can be used for further research.

4.1 Selection of cities

Participation has been an important part of urban policy in American and European cities since the 1960s, while the use of contracts as a governance tool has been gaining ground since the 1980s. In order to understand how contracts influence participatory processes, I selected cities that (a) are experimenting with contracts to achieve public goals, (b) have robust participatory structures and (c) have well-organized groups that act as representatives for residents. The existence of participatory structures and organizations representing residents made it more likely that I would find projects in which residents have co-negotiated agreements in these cities.

The cities, Amsterdam, Hamburg and New York have been experimenting with participation and negotiating deals with residents through contracts and agreements (Novy and Colomb, 2013, p.1835; Savini et al., 2016, p. 110; Janssen-Jansen, & Van der Veen, 2017, p. 216; Vogelpohl and Buchholz, 2017, p. 279;

Zengerling, 2019, p. 193). Moreover, Amsterdam, Hamburg and New York all have long histories of social movements seeking to influence urban development, making it feasible that there is a political environment that stimulates residents as co-negotiators of contracts (Franzén, 2005, p. 70; Uitermark, 2009, p. 351; Baiocchi and Ganuza, 2017, p. 68).

Amsterdam's strategic plan Economically Strong and Sustainable (Gemeente Amsterdam, 2011b) announced new ways to steer development in the wake of the 2008 financial crisis, when investors were reluctant to take risks. The municipality sought to attract new forms of investment by working with small-scale initiatives and facilitating self-build schemes by residents (Ibid., p. 94). The strategy – called *organische gebiedsontwikkeling*, which loosely translates as citizen-linked incremental urban development – privileges citizens' initiatives and flexible planning instruments such as temporary functions and agreements and rules instead of fixed land use plans (Savini et al., 2016; Buitelaar, Grommen and Van der Krabben, 2018; Buitelaar, Galle and Sorel, 2011, p. 963; Van Karnenbeek and Janssen-Jansen, 2018, p. 403). This policy is largely supported by Amsterdam's political class, which by and large has embraced the entrepreneurial discourse on urban change (Savini et al., 2016, p. 112). Amsterdam has the image of a rebellious city and the social movements of the 1960s and 1970s led to institutions that installed participatory structures. However, the activists of the 1960s and 1970s now largely support the entrepreneurial discourse as it aligns with their goals of a less hierarchical state (Uitermark, 2009, p. 349).

Hamburg's policies for urban development were often inspired by trends in Amsterdam (Freie und Hansestadt Hamburg, 2010, pp. 69–72). The city sought to make planning more flexible and to encourage possibilities for the creative sector and citizen participation (Ibid., p. 98), and installed a new agency to innovate and promote participation called *Stadwerkstatt* (Freie und Hansestadt Hamburg, 2014). The city of Hamburg also makes widespread use of contractual planning instruments such as urban development measures

(Städtebauliche Entwicklungsmaßnahmen) and urban development agreements (Städtebauliche Vertrag) (Schmidt, 2009, p. 1914). Politically, the city of Hamburg has long been split between right-wing parties supporting pro-market policies and anti-capitalist social movements; the implementation of pro-market policies such as reducing the lock-in period for rent-controlled social housing and the highest-bidder principle for development deals sparked demonstrations and protests (Novy and Colomb, 2013, pp. 1822–1823; Vogelpohl, 2017, p. 270). One interviewee told me that artists were central in these protests and in denouncing the municipality's goal of branding Hamburg's creative sector. Several protest groups and citizen initiatives united in the *Recht auf Stadt* (Right to the City) movement (Novy and Colomb, 2013, p. 1827; Vogelpohl and Buchholz, 2017, p. 270), which enjoyed far-reaching influence. For instance, members of the movement squatted the Gängeviertel complex, bought by a developer which wanted to demolish and redevelop the area. The municipality did not evict the squatters and, following negotiations, decided to buy the complex from the investor (Novy and Colomb, 2013, p. 1828). Partly in response to the protests, the municipality introduced the *transparenzportal* (transparency register) in which all contracts and documents the municipality produces are published.

In New York, the Bloomberg administration stimulated real estate development and adopted pro-market policies since 2001. It also experimented with Community Benefit Agreements (CBAs) – deals negotiated between residents' representatives and developers (Baxamusa, 2008, p. 261; Been, 2010, p. 5). The results of these CBAs have been mixed. For instance, the CBA of Atlantic Yard was heavily criticized, whereas the CBA of Kingsbridge Armory has been praised as transformative (Janssen-Jansen and van der Veen, 2017, p. 12; Stein, 2019, p. 145). With the election of mayor De Blasio in 2013, government agencies shifted towards creating more affordable housing. The planning approach of the De Blasio administration is participatory: "the City will work with communities to identify areas that can support new development or

provide opportunities for preservation” (City of New York, 2014, p. 8). The city also created the Office of Neighborhood Strategies to organize “meaningful community engagement” (City of New York, no date). It works with residents through focus groups, visioning sessions and workshops to create reports and agreements about future developments. Although these policies aimed to create more affordable housing and work with communities, the outcomes often fell short because the rules of the New York housing market work in favor of speculative developers: “When planners upzone neighborhoods to allow bigger buildings, rent-stabilized landlords will have every reason to sell their properties to speculative developers, who could then knock down the existing properties and build something bigger and more expensive.” (Stein, 2019, p. 156).

4.2 Selection of development projects

I selected two cases for in-depth study in each city. The projects are all critical in that developers negotiated agreements with residents. An critical case is of strategic importance in relation to the general problem (Flyvbjerg, 2001, p. 78) – in our case, on how contractual relations are formed when residents are co-negotiators. The cases I selected all had (a) an agreement between residents and developers, (b) residents or neighborhood organizations acted independently, (c) the agreements were finalized and accepted by all parties, and (d) were accessible for research.

As stated in the introduction, I view agreements on a continuum: agreements can be more or less enforceable. All agreements outline how an exchange will be organized, providing clarity for all parties that a deal has been reached. To explore different kinds of agreements, I selected cases with more and less enforceable agreements. I searched through local news sites and municipal websites, and approached local academics to get a short-list of promising development projects in the three cities. I thereafter approached one or two actors connected to each project for an interview. Based on these initial

interviews, I decided on whether to continue. As the existence of a agreements negotiated by residents was my main reason for selecting a case, the development projects varied in size and in their participation programs.

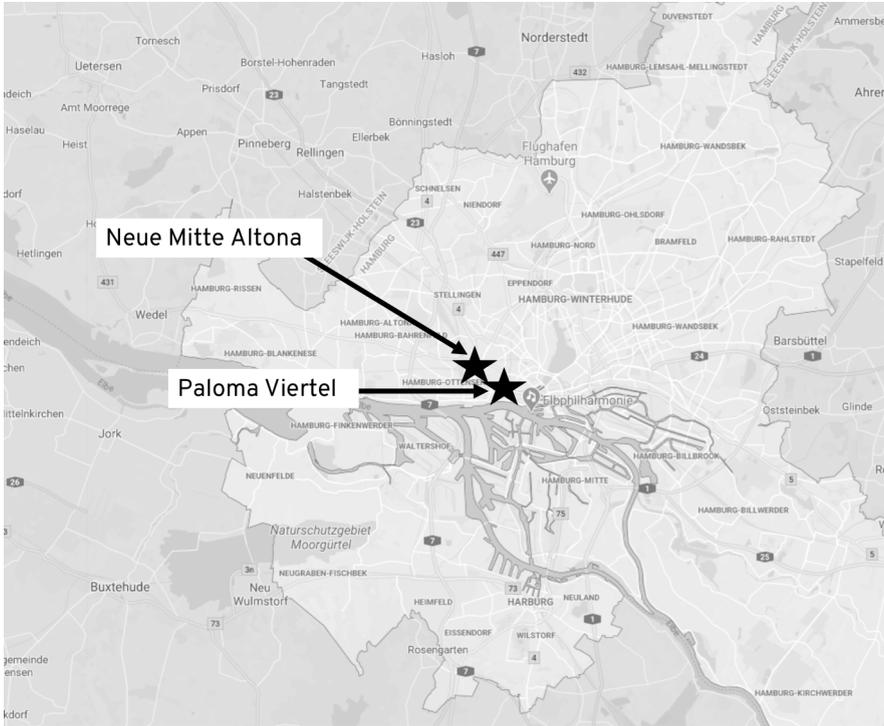
In Amsterdam, I ultimately selected the development projects of Oostenburg-Noord and Zeeburgerpad for in-depth study. Initially I had wanted to study the projects at Havenstratterrein, Buiksloterham, and Landtong Nieuwe Meer. While Havenstratterrein had ambitions to experiment with participation and agreements, I learnt during my first interview that the municipality intended to suspend these policy goals. I tried to gain access to Buiksloterham, but the actors there had already been interviewed by several scholars and were loath to spend more time on interviews. Landtong Nieuwe Meer also seemed interesting, but there was not yet an agreement with developers. Oostenburg-Noord – developed along the lines of organische gebiedsontwikkeling – already had several (tacit) agreements between residents and developers; the plurality of its (tacit) agreements also spoke directly to my research puzzle. The main group of active residents in Oostenburg-Noord is a NGO seeking to influence urban policy in the eastern part of Amsterdam's city center. While the development project in Zeeburgerpad envisioned successive contracts between residents and developers, only one contract had been negotiated. Nevertheless, Zeeburgerpad was one of the city's most far-reaching experiments in negotiating contracts. The main group of active residents there had organized to block the municipality's plans for the area. While I also pursued ethnographic fieldwork in K-Buurt, it remained uncertain whether an agreement would be signed (the parties signed an agreement in May, 2020). I ultimately did not include K-Buurt, although it provided me with valuable insight into how residents struggle when negotiating development deals.

Map 1: Development projects studied in Amsterdam (Author)



In Hamburg, I selected the cases of Neue Mitte Altona and Paloma Viertel for in-depth study. While I also interviewed actors involved in the Gängeviertel project, Neue Mitte Altona and Paloma Viertel had thus far largely escaped academic attention. Neue Mitte Altona is an interesting case as one group of residents (Q8) had succeeded in negotiating an agreement while another group of residents (Koordinierungsgremium) had boycotted attempts to reach an agreement. Q8 is a foundation to make Hamburg more inclusive; the Koordinierungsgremium was installed by the city to represent the interests of residents. Paloma Viertel is an interesting case because the residents organized the participatory process themselves and negotiated a contract with the developers.

Map 2: Development projects studied in Hamburg (Author)



In New York, I ultimately chose Essex Crossing and Kingsbridge Armory for in-depth study. While I had also looked at Sandero Verde, the Peninsula, and Columbia University, the contract at Sandero Verde was negotiated by politicians rather than residents; the Peninsula and Columbia University were interesting as developers had worked closely with residents, but access proved difficult. The case of Essex Crossing spoke directly to my research question as its residents succeeded in organizing the participatory process themselves and worked towards an agreement with the developers; it was recently referred to as a project that “heals civic wounds” in the New York Times (Kimmelman, 2019). Kingsbridge Armory was likewise a compelling case as its residents negotiated a contract with developers considered to be transformative (Stein, 2019, p. 145).

Table 3: Characteristics of the projects (Author)

	Amsterdam		Hamburg		New York	
Project	Oostenburg Noord	Zeeburgerpad	Neue Mitte Altona	Paloma Viertel	Essex Crossing	Kingsbridge Armory
Project started in	2012	2009	2007	2014	2011	2008
Housing units:	1.800	684	1.600	200	1.000	x
Commercial space	31.000m ²	Possible in consultation with municipality	30.000m ²	2.500 m ²	60.000m ²	20.000m ²
Agreement	Less enforceable	More enforceable	Less enforceable	More enforceable	Less enforceable	More enforceable
Main resident groups	Eilanden-overleg	Buurtgroep	Koördinerungs-gremium, Q8	PlanBude	Community board	KARA

4.3 Data collection

The data for this dissertation are mainly drawn from three sources: interviews, policy documents and contracts, and news articles (see Table 4).

Table 4: Overview of data collection (Author)

	Amsterdam			Hamburg			New York		
Project	Oosten-burg Noord	Zee-burger pad	City-wide	Neue Mitte Altona	Paloma Viertel	City-wide	Essex Crossing	Kings-bridge Armory	City-wide
Total actors interviewed	13	12	32	13	7	6	7	6	12
Total documents	10	7	5	11	4	8	3	3	4
News-paper articles	5	6	x	36	79	x	22	89	x

In total I interviewed 108 actors active in urban development. I held 20 interviews with Dutch consultants on their perceptions of residents' involvement in urban development projects. I further interviewed 25 actors connected to my case-studies in Amsterdam, 20 in Hamburg, and 13 in New York. For each project, I sought to interview people representing government agencies, developers and neighborhood organizations. I also talked to people who were not directly involved in my case-studies but who had broader insight into urban development in the three cities. I interviewed 12 such experts in Amsterdam, 7 in Hamburg and 12 in New York. As gaining access to interviewees in New York proved to be the most difficult, I supplemented interviews with numerous short conversations during academic seminars, participation meetings and workshops.

In the interviews I asked about how participation and urban governance were organized in the city, the role of the interviewee in the development project, the crucial moments during the process, who the main actors were, and what the

interviewee, looking back on the process, would have changed. I focused especially on how residents' participation was organized and how the outcomes of this participation were incorporated into agreements. In the interviews I sought to create a conversation rather than a cross examination. I transcribed the interviews and coded them, depending on the research question of the individual articles.

Alongside the interviews, I analyzed policy documents and agreements to gain further insight into my case-studies. In Amsterdam and Hamburg, the municipality is more active in shaping urban development; they therefore produce more policy documents, which I analyzed for their representations of citizens' interests and the development process. Development agreements in Amsterdam are not publicly available; luckily, I gained access to the signed agreement between a developer and residents in the Zeeburgerpad. For Oostenburg-Noord, I had to rely on interviews to glean the most important contractual obligations. Development agreements in Hamburg and New York were easier to retrieve – especially in Hamburg, where all development agreements must be publicly accessible. By analyzing development agreements, I gained useful data on the goals of the project, the goals of the local government, the instruments used to achieve these goals, the obligations of the respective parties, and provisions for delays, non-compliance, financial guarantees, monitoring and project management, the transfer of rights, termination of contract and the risks and responsibilities of the parties.

I consulted newspaper articles to learn more about the political contexts of the development projects (see Appendix B for a full overview). I used broad search terms, with the Nexis Uni database to find as many news articles as possible on my cases in Amsterdam and Hamburg. Since the cases in New York were extensively documented by news outlets, I narrowed my search to articles in the New York Times, the New York Post and New York Daily News.

I also attended participation meetings in the three cities to get a better feel of the practice of participation. With my limited time, I could only attend one meeting in Hamburg and four meetings in New York; in Amsterdam I attended 40 participation meetings (mainly in the K-Buurt and for the case of Oostenburg-Noord). City tours also provided valuable information. In Hamburg, a civil servant showed me around Neue Mitte Altona; a friend introduced me to activist spots. In New York, a liaison from the developers showed me around Essex Crossing, while a tour by the Tenement Museum gave me valuable information about the history of the Lower East Side. Alongside such tours, I spent hours walking and cycling through Amsterdam, Hamburg and New York.

PART II: CONTRACTS IN ACTION

In the second part of this dissertation I analyze the empirical data. In chapter five, I describe the role of planning consultants in participatory processes. In chapter six, I show how actors use different moral standards to bend development processes towards their goals. Next, in chapter seven I analyze how contractual relations are formed during participatory processes. Finally, in chapter eight I analyze the contents of agreements co-negotiated by residents.

5. Consultants as intermediaries

5.1 Introduction

In recent years, most planning systems have placed more emphasis on citizen participation in urban development projects (UDPs). The emphasis on citizen engagement has led to the transformation in urban development of governance networks, (contractual) agreements, and professions, such as consultants who specialize in participation (Lee, 2015; Raco, Street and Freire-Trigo, 2016). Consultants are increasingly responsible for organizing participatory processes; therefore, the methods of consultancy firms and their perceptions toward citizen participation (co)determine whether the outcomes of participatory processes are incorporated in the (contractual) agreements that manage UDPs. A conflicting understanding of what citizen participation entails between consultants (and the developers who hire them) and citizens can undermine local democracy (Lee, 2015; Vogelpohl, 2018a).

Although consultants are increasingly important in UDPs, there is scant knowledge regarding the opinions of consultants on the merits of the involvement of citizens in UDPs. This study contributes to opening up that black box. We examine the perceptions of consultants in two Dutch consultancy firms and propose a distinction in their opinions toward citizen participation. These findings can be used to further explore how consultants engage with citizens. As this study is part of a broader research project that aims to study the use of private law tools (instead of public law tools) - which are used by both public and private actors for the realization of public goods (such as urban development) - we were also interested in consultants' notions of the use of contracts as a tool to incorporate citizens' interests in UDPs (Camacho, 2013; van den Hurk and Hueskes, 2017).

5.2 Privatization of participation in urban development

In UDPs, consultancy firms have various responsibilities to government agencies, commercial parties and citizens, which range from making financial calculations to the drafting of strategic plans and development agreements (DAs). For this research, we regard consultancy firms as commercial parties that act as intermediaries for principals of the public or private sector, giving them (strategic) advice or managing their projects and processes (Raco, Street and Freire-Trigo, 2016; Vogelpohl, 2018b).

Since the 1980s, the planning and realization of UDPs has increasingly become a public-private enterprise (Raco, Street and Freire-Trigo, 2016; Vogelpohl, 2018a). The trend has at least two important indications, the first being that commercial parties have taken over tasks that were previously fulfilled by the public sector, including the design and planning of urban development plans and participatory processes, and the second being that city governments have increasingly made use of new organizational tools from the market sector, such as performance-based indicators and bond financing, to organize their work (Boltanski and Chiapello, 2005; Taşan-Kok, 2010; Janssen-Jansen, & Van der Veen, 2017). In these governance networks of public and private actors, (contractual) agreements are used to coordinate responsibilities and formalize relations (Janssen-Jansen, & Van der Veen, 2017). The contracts, which, in the context of UDPs, can be labeled as development agreements (DAs), codetermine what is being built and what is not. Hence, contracts influence how citizens' interests are incorporated in UDPs. Because of the growing importance of contracts in urban development, this tendency has been labeled as contractualization (Vincent-Jones, 2007; Raco, 2013; Lloyd, 2015).

5.3 Outline of the research

Our focus is on the role of consultants in citizen participatory processes in UDPs, and we therefore concentrate our research on planning consultants. All

the planning consultants we encountered have experience in organizing citizen participatory processes and have considerable knowledge about urban planning. In this article, we regard planning consultants as important but 'understudied' actors in urban planning and aim to generate insight into their way of operating, their decision-making processes and their different notions by focusing on citizen participation. Therefore, we scrutinize the different perceptions that planning consultants can have toward involving citizens in UDPs. We aim to obtain a better understanding of how planning consultants operate by investigating their perceptions of citizen involvement in urban development.

We review the relevant literature in the second section to provide some more insight into the role of consultants in UDPs. In the third section, we outline the methodology that we use to answer the research question and formulate the propositions that guide our research. Then, the consultants' perception about involving communities in urban development are described in the fourth section, followed by a reflection on the relationship between principals and consultants in the fifth section. We describe how the different perceptions of consultants toward citizens' participation are related to the use of (contractual) agreements in UDPs in the sixth section, and the paper ends with a conclusion and suggestions for further research.

5.4 Consultancy, contracts and urban planning

In this section, we first outline the relationship between the ongoing privatization of urban planning and the role of (planning, legal and management) consultants in urban planning before we describe the impact that consultants have on urban planning. Finally, we discuss how (contractual) agreements reinforce the need for consultants, and vice versa.

The continuing privatization in urban planning has resulted in the growing involvement of consultants in urban planning, as described in the introduction. Because a wide variety of actors are involved in urban planning, the ability of consultants to solve problems related to cooperation and coordination is valuable (Grijzen, 2010). Consultants act as mediators between the actors by understanding their interests and the organizational contexts in which they operate (Caloffi and Gambarotto, 2017). It is important to note that the increased role of consultants in urban planning is not only related to market-oriented reforms; the wish to implement collaborative and communicative planning policies has inspired many planners and local administrators (Raco, Street and Freire-Trigo, 2016). Citizen participation in UDPs comes in many varieties, which range from consulting citizens to community-led development projects (Arnstein, 1969; Beaumont and Nicholls, 2008). Most planning systems in the Western world have adopted rules and procedures to ensure that affected actors are heard by the planning authorities and can make, when necessary, objections against developments through legal procedures (Innes and Booher, 2004; Michels and de Graaf, 2010).

Because consultants work on a programmatic basis, they can generate and spread ideas quickly. Consultants are known to produce 'fast policies', i.e., consultancy firms fit standardized solutions to the local context (Prince, 2012; Vogelpohl, 2017). The policies are fitted to the local context by either quantitative data or quickly gathered input from interviews with well-known actors and established decision-makers (Prince, 2014; Vogelpohl, 2018a). The fast policy process changes the circumstances in which the policy is produced (Vogelpohl, 2018a). Thus, not only is the policy itself changing, but the way in which the policy is produced is also altered (Swyngedouw, Moulaert and Rodriguez, 2002). Every problem is turned into a project, thereby ignoring the structural problems in cities. After the project is finished, the consultants leave, although the problems are not necessarily solved. Moreover, government agencies lose the opportunity to gain expertise and practical knowledge by

hiring consultants (Grijzen, 2010). Combined with budget cuts in public administration, this loss reinforces the dependence of government agencies on the expertise of consultants (Prince, 2012; Raco, 2013; Vogelpohl, 2018b). Grijzen (2010) stresses the loss of the knowledge and the capacity to solve complex problems in (local) planning departments because of the hiring of planning consultants, which strengthens the dependence of those departments on said consultants.

In practice, consultants tend to reproduce the power inequalities between (and within) communities and the city elites. Citizens are mostly seen as passive actors who need to be taken on board (Vogelphohl, 2018a). This viewpoint reproduces the existing power inequalities within cities and limits the empowering possibilities of participatory processes (McCann, 2001; Vogelphohl, 2018b). The main task of consultants is to fulfill the assignments of their principals. Hence, consultants have an incentive to frame the outcomes of participatory processes to suit the needs of their principals. Consequently, democratic concerns may have less priority or could be discarded entirely (McCann, 2001; Vogelphohl, 2018a). Moreover, developers can use the perceived impartiality of consultants to show their commitment to incorporating citizens' interests in UDPs (Raco, Street and Freire-Trigo, 2016).

As we described in the introduction, the transition of urban development toward a public-private enterprise has not only increased the involvement of consultants but also the use of contracts to regulate partnerships and achieve policy goals. (contractual) agreements are preferred because they are flexible tools that can be tailor-made and adapted to changing circumstances more easily than can public regulations (Boltanski and Chiapello, 2005; Vincent-Jones, 2007). In turn, consultants are hired to create and coordinate (contractual) agreements between public and private actors (Caloffi and Gambarotto, 2017).

While it is known that most UDPs require tailor-made governance contracts, it is not a well-established practice to form contracts with citizens. Previous research shows that citizens' interests are often not translated into written agreements (Raco, 2013; Metzger, Allmendinger and Oosterlynck, 2015; Savini, 2016). (contractual) agreements are often dominated by financial arrangements instead of by social goals (van den Hurk and Hueskes, 2017; Vincent-Jones, 2007; Raco, 2013). In previous research, we emphasized contracts as a tool for organization (Janssen-Jansen, & Van der Veen, 2017). Starting from the American example of 'community benefits agreements', we studied various examples of 'community contracts' (i.e., contracts with citizens and local organizations that contain the conditions for their support and their specific policy goals), and we introduced the term 'project collectivity' to describe the local interests that come with UDPs.

As we believe that consultants codetermine whether such a tool is used or even considered, in this research, we asked them for their opinions regarding contracting with citizens in UDPs.

5.5 Methodology

To guide this research, we developed four propositions. The first two propositions focus on perceptions within consultancy firms, while the last two focus on how these perceptions influence the behavior of consultants. The first proposition states that the perceptions of consultants concerning the involvement of citizens in urban development differ within consultancy firms. We developed this proposition because we wanted to explore how the perceptions of citizen involvement are shared, or not shared, within consultancy firms. The second proposition roughly explores whether the expertise of a consultant is related to their perceptions as an employee of a consultancy firm. We assume that whether a consultant works for a legal department or a design department matters in how they perceive the involvement of citizens in urban development.

The third proposition states that consultants incorporate or exclude citizens' interests in UDPs regardless of the preferences of their principals. The relationship between consultants and their principals can range from the belief that consultants are neutral actors because they are hired by their principals to the notion that consultants are a type of 'shadow government' who make the behind-the-scenes decisions (Hodge and Bowman, 2006). The increased involvement of consultants in producing public policy is linked to market-style reforms and is known as the creation of a 'consultocracy'. The 'consultocracy' replaces traditional bureaucracies, and this process is used to depoliticize public administration. Political issues are presented as managerial and are solved by the hiring of consultants. Thus, according to this view on consultants, consultants are not neutral actors but are instead political actors (Saint-Martin, 1998; Hodge and Bowman, 2006). We developed this proposition because we wanted to explore the relationship between principals and consultants. The fourth proposition states that consultants prefer agreements that incorporate citizens' interests into urban development that are not enforceable by a court of law. We formulated this proposition to probe which type of agreements consultants prefer to use to incorporate citizens' interests in urban development and how preference this relates to their perceptions.

We used semistructured interviews and the Q-method to determine what perceptions consultants have regarding the involvement of citizens in urban development. The Q-method is a methodology that helps explore patterns in numerous possible perceptions on a certain topic. This method is a helpful tool to formulate typologies of perceptions concerning topics that are difficult to interpret without clear problem boundaries (Uittenbroek, 2014; Cuppen et al., 2015). Hence, the Q-method was appropriate to further explore the thought processes of consultants because there is not yet much theoretical or empirical research on this topic.

With the Q-method, respondents must sort statements within a fixed distribution that ranges from 'strongly disagree' to 'strongly agree'. In this study, after the statements were sorted, the existing perceptions within the consultancy firm were analyzed with the use of factor analysis. Thereafter, we asked the respondents questions in a semistructured interview using a topic list. During the interviews, we reflected on the statement sorting and focused on the way in which the consultants engage with citizens, how they make agreements with citizens and how the principal influences the relationship between the employee and the community.

The Q-method is performed through six steps. In the first three steps and the last step, the researchers need to perform interpretative work. The fourth step is performed by the respondents, and the fifth step is performed by the publicly available software PQMethod for Mac OS X version 2.35 (Robbins and Krueger, 2000; Kampen and Tamás, 2013). The first step of the Q-method is to state a research question, which here was as follows: 'What kind of perceptions do employees of consultancy firms have toward the value of involving citizens in urban development?' Second, a broad spectrum of statements about the research question is created. These statements are based upon quotes from scientific articles, policy documents and local or national newspapers. In this research, the Lexis Nexis database was used to find relevant news articles discussing community and citizen involvement in urban development.

Third, a sample of the statements is taken to function as a Q-sample. The sample aims to represent diverse opinions and a broad range of concepts. We selected statements that reflect various ways to translate citizens' interests into agreements, the political, social and economic aims of citizen involvement, and the role of actors concerning citizen involvement. For example, we selected statements such as 'citizens should codesign UDPs' or 'conflicts in urban development processes emerge from not enough effort being put into finding agreement with citizens' (see appendix A for all statements). We tested the Q-

sample in a workshop with practitioners and researchers. The feedback of the workshop was used to select the final Q-sample. The workshop showed that the Q-sample had too many statements that strongly valued citizen involvement in urban development; therefore, the respondents had trouble dividing the statements in the fixed distribution. As suggested by the workshop participants, statements were added that controlled for the statements that were positive toward citizen involvement.

The fourth step requires respondents to rank the Q-sample. In this study, each statement had to be arranged in a fixed normalized distribution range of nine categories, from 'strongly disagree' to 'strongly agree', which forced the respondents to position the statements relative to all the other statements. This process allowed a comparison of the relative weight of each statement in the Q-sample.

In the fifth step, we examined the underlying patterns of the sorted Q-samples using a factor analysis. Because this study is explorative and we did not use existing theories about the perception of consultants, we analyzed the data with the use of a principal component analysis (PCA) and a varimax rotation. A PCA maximizes the variability within the data, and the varimax rotation is suitable to explore data without the support of theoretical knowledge (Ramlo, 2016).

A PCA extracts a wide range of factors from the data. Each factor represents a perception of respondents with a comparable perception about citizen involvement. Because we wanted to reduce complexity and have parsimonious results, factors with an eigenvalue equal to or higher than one and at least three loaded respondents were selected (Raje, 2007). Thereafter, a varimax rotation was used to find uncorrelated significant factors.

The sixth step is interpreting the data (Cuppen, Bosch-Rekvelde, et al. 2015; Robbins and Krueger, 2000). For the interpretation of the data, we described the highest scoring statements of each factor, as well as those statements the respondents disagreed the most about. The semistructured interviews were

also used to interpret the factors. During the interviews, we reflected on the statement sorting, asked how the consultant managed their relationship with the principal, why they were hired, what type of citizens they engaged with and how they made agreements with citizens.

5.6 Cases: Antea Group and Over Morgen

We asked employees of two consultancy firms to participate in this cross-sectional research. All of the participants in our research are planning consultants who are familiar with urban development processes. We organized several meetings in which we discussed their work and our research. Furthermore, we worked from their offices to become familiar with their way of working. The two consultancy firms were chosen because of their size (one large, one small) and their willingness to cooperate.

The first consultancy firm is called Antea Group (AG), which is the biggest consultancy firm in the Netherlands, with branches all over the country and offices in France, Belgium and the USA. The company was founded as an engineering firm but has evolved into a consultancy firm that is involved in all aspects and phases of urban development and land use. Today, over 3,500 employees work for AG, with approximately 1,400 of them employed in the Netherlands. The senior employees of AG selected the first eight employees to sort the Q-sample. Consultants working in different departments of AG were selected to obtain a broad range of views on citizen involvement. We used snowball sampling to find the other eight employees of AG.

The second consultancy firm is called Over Morgen (OM), which is a small consultancy firm with approximately 50 employees. OM specializes in area development projects with a societal impact, such as urban renewal, energy transition and legal advice. We interviewed four OM employees. Because OM does not work with different departments, we could not preselect employees

from different departments to obtain a broad range of views on citizen involvement. However, the employees who participated in the study differ based on their seniority within the company.

5.7 The perceptions of consultants on involving citizens in urban development

The results of the principal component analysis showed three factors with an eigenvalue higher than one and more than three loadings. Eighteen of the twenty Q-sorts were loaded within the three factors (see table 5). Respondents 5 and 16 loaded in more than one factor and were therefore not used to describe the factors. In the next paragraphs, we will introduce the three typologies that resulted from our Q-analysis. We describe the typologies by analyzing the statements that the respondents either identified strongly with (4) or disagreed strongly with (-4). Moreover, we use the statements that the respondents agreed or disagreed with to a lesser degree (3 or -3) for our analysis. The statements are interpreted with the use of semi-structured interviews.

Table 5: Significant Q-sort loadings in factor types (Authors)

Informant:	Factor 1	Factor 2	Factor 3
1			0.67x
2			0.60x
3		0.61x	
4	0.53x		
5			0.52
6	0.63x		
7			0.67x
8	0.69x		
9			0.60x
10		0.46x	
11			0.57x
12	0.68x		
13		0.76x	
14	0.55x		
15	0.56x		
16	0.51		
17		0.70x	
18			0.62x
19		0.77x	
20		0.56x	
% Expl. Var.	16	18	17

5.7.1 Factor 1: Proceduralists

The respondents of the first factor identified strongly with statement 6, i.e., 'not enough effort is put into finding agreement with citizens', and statement 27, i.e., 'citizens in UDPs only focus on their own private interests'. The respondents who identified with this perspective were relatively negative regarding the role of citizens in participatory processes during the interviews. They argued that

the opinions of citizens who are positive about a UDP are often overruled by outspoken citizens who are critical of a UDP. The consultants aim to make clear agreements with citizens, as without them, they fear that time and money will be wasted. Mistakes that are made early on in the urban development process can result in distrust, which can distort the urban development process as a whole.

To a lesser degree, the holders of this perspective agreed with statements 1, 8 and 18, which state that it is necessary to write down agreements with citizens or citizen representatives, that citizens should codesign UDPs and that only outspoken citizens express their opinions during participatory processes, respectively. During the interviews, the consultants argued that citizens need to participate in the urban development process because they are the end users of the project. Writing down the agreements with citizens is necessary because it provides clarity during the participatory process. Respondent 4 described that in her experience, only a certain group of citizens who have their own agenda attend public meetings, but this group does not represent all citizens who are affected by urban development.

The consultants who identified with this perspective argued in the interviews that outspoken citizens could negatively influence the mood of those meetings but that the meetings were needed to identify possible problems and to test plans. Alternative ways of interacting with citizens are seen as fruitful, but they often take too long and cost too much time, according to the principals.

The respondents strongly disagreed with statements 20 and 30, which state that citizens are only involved in UDPs to disguise budget cuts and that the position of citizens is best articulated by NGOs, respectively. In the interviews, the consultants often said that participatory processes were expensive and that they do not go together with budget cuts. The consultants also explained in the interviews that NGOs often have different goals than individual citizens and that therefore, NGOs do not articulate the position of citizens better than citizens themselves.

The consultants who identified with this perspective also disagreed, although to a lesser extent, with statements 9, 10 and 26, which note that citizens should have the possibility to give a go/no-go for a project, that citizens should only be involved through consultation and that the reason for not giving citizens a role in the urban development process is because they do not have the knowledge and expertise to give a meaningful contribution, respectively. The negative scores on these statements show that this group of consultants sees the role of citizens as being highly instrumental, i.e., citizens need to have a role in the urban development process because they are the end users of the project. However, the consultants explained that citizens do not need the ability to give a go/no-go for a project because they already have much influence. They fear that more influence for citizens would mean that nothing would be built anymore.

We labeled the consultants who identified strongly with this factor as the proceduralists. We chose this term because these consultants believe that much conflict within UDPs comes from not thinking enough about how agreements are made with citizens. They also assert that if citizens have too much influence, then it takes too much time to develop a project. The following quote is representative of the logic of the proceduralist consultants:

“As long as you know what their interests are, and if you know their struggles, then you can give them the feeling that they are being heard. You cannot develop a project that everybody likes; that is just not possible. Then you have to go into another trajectory [if citizens obstruct an UDP]; legal frameworks are available. We live in the Netherlands, luckily, where everything is neatly organized if you identify the possible threats and plan the process well.” (Respondent 8, 2017).

5.7.2 Factor 2: Citizen empowerers

The respondents belonging to the second factor strongly agreed with statements 6 and 19, which reflect that conflicts in urban development processes emerge because not enough effort is put into finding agreement with citizens and that citizens do not have enough time to participate actively in every UDP, respectively. The respondents who identified with this perspective noted that it is important to emphasize finding agreement with citizens but that citizens have many different responsibilities. Therefore, there is a limit to what you can expect citizens to do in an urban development process. Nevertheless, these consultants firmly believe that the involvement of citizens greatly improves the outcomes of the urban development process.

To a lesser extent, the consultants agreed with statements 2, 4 and 15, which state that conflicts with citizens in urban development processes can be prevented by making informal agreements, that there is a need for new legal instruments to organize the involvement of citizens better and that involving citizens in urban development makes it easier to solve political problems, respectively. In the interviews, the consultants explained that having personal contact with and making informal agreements with citizens is very important. In particular, investing in relations with citizens who are against urban development plans is important because they are knowledgeable as the users of an area. Respondent 19 also described that the internal processes in municipalities are not clear to citizens, especially because the internal departments within a municipality do not always agree with each other. When enthusiastic citizens want to participate, they are often disappointed by the slowness of those internal processes or become demotivated by bureaucratic obstacles. Respondent 10 explained that political problems are solved more easily when more citizens are involved in urban development processes because they can break through the bureaucratic bottlenecks. Therefore, new legal tools are needed to make it easier for citizens to participate.

The respondents strongly disagreed with statements 22 and 26, which state that it is more important that a UDP is beneficial for economic development than that the interests of citizens are safeguarded and that a reason to not involve citizens in UDPs is that they do not have sufficient knowledge and expertise to make valuable contributions, respectively. The consultants explained that they see the involvement of citizens in UDPs as important because they are very knowledgeable about the project; therefore, their expertise is an aspect that needs to be used during the development of the UDP. To a lesser extent, the respondents also disagreed that the involvement of citizens in UDPs only succeeds through the help of NGOs and with statements 9, 10 and 22, which state that citizens should have the ability to decide whether a UDP is a go or a no-go, that involving citizens in UDPs is only useful through consultation and that it is more important that a UDP adds to economic development than that it incorporates the interests of citizens, respectively. The consultants were more or less against the go/no-go ability for citizens because they argued that some projects are of importance to a larger area, thus citizens should not be the only ones who decide. However, only using citizens for consultation or economic benefit is wrong, according to the consultants. The statements show that the consultants see the involvement of citizens as something that is intrinsically valuable, rather than just instrumental.

We labeled the consultants who identified with this factor as the citizen empowerers because the respondents who identified with this factor are quite critical of the role of the government but strongly believe that citizens can greatly improve UDPs. They also think that if citizens play a significant role in the UDP, it will help to solve political problems. They see the involvement of citizens as an opportunity to break through impasses. The following quote is a good example of the logic of a citizen empowering consultant:

“I think that the knowledge and expertise resides with citizens instead of on the other side of the table. People know a lot, people work; they are not stupid. I

really think it is ridiculous if you think like that. It is not respectful toward citizens. They know the environment and make use of it. The designs only become more beautiful." (Respondent 3, 2016).

5.7.3 Factor 3: Balancers

The respondents who correspond to the third factor strongly agreed with statements 18 and 39, which reflect that if citizens can become involved in an UDP, then only outspoken citizens participate and that the bureaucracy of the government prevents the involvement of citizens in urban development, respectively. The respondents who identified with this perspective noted the importance of involving citizens but also acknowledged that they do not reach every population group. In the interviews, the consultants noted that it is very hard to reach elderly people, people with lower education levels, or people with a minority background.

To a lesser extent, they agreed with statements 5, 16 and 25, which state that asking citizens to commit to legally binding agreements in UDPs discourages citizens from getting involved, that the added value of actively involving citizens in urban development is that different population groups meet and that involving citizens in urban development is necessary as a counter power to civil servants and the private sector, respectively. In the interviews, the consultants stated that it was helpful to write down agreements with citizens but that asking citizens to commit to legally binding agreements is asking too much from them. They also stressed the importance of involving citizens in UDPs because they prevent the private sector and the government from being too dominant, and UDPs are a helpful tool for allowing citizens to meet other citizens.

These respondents strongly disagreed with statements 13 and 35, which state that citizens have enough legal and political means to influence policy and that the private sector listens better to citizens than to the government because they know what the market wants, respectively. Respondent 7 has written a

book on how he was not taken seriously as a citizen when a new station was built near his home. He stated that everyone who works in urban development should participate in a whole urban development process once to learn how important it is to take citizens seriously. Respondent 11 described how political and legal instruments are mostly used by politicians, civil servants and the private sector but not by citizens.

This group of consultants disagreed to a lesser degree with statements 2, 11 and 37, which express that conflicts with citizens in urban development processes can be prevented by making informal agreements, that citizens need to have the feeling that they are involved but real influence or codesigning responsibilities are unnecessary and that civil servants represent everybody's interests in UDPs, respectively. The consultants who identify with this perspective explained in interviews that citizens need to be taken seriously and that sometimes civil servants or politicians prevent this because they have other interests than the citizens. It is therefore important that all the actors speak from their own expertise and that they develop a shared perspective on the UDP. Consequently, citizens need to be involved in a meaningful way.

We classified the respondents who identified with this factor the balancers because they are looking for a new balance between citizens and other actors. We chose this definition because these consultants argue that involvement in UDPs can be beneficial but that the interests of citizens should be weighed against the interests of other actors. The balancer is a consultant who sees all the competing interests in a project as a puzzle. Finding a balance between all the interests is the balancer's main drive. The following quote reflects the thinking of a balancer consultant:

“If you talk about what I just said, going from your own interest for the broader community, that only succeeds when you know what the other interests are and where they come from. But then you need to see each other and speak together,

and give space to each other, and feel safe to talk about it." (Respondent 9, 2017)

5.7.4 Reflection on the Q-sort

After the analysis of the Q-sort, we sent a short survey to the respondents, along with the research results. In the survey, we asked whether they recognized our typologies in their colleagues, whether they could recognize themselves in one of the three typologies (factors) and whether they recognized themselves in the typology in which they were loaded. The three typologies were recognized by most respondents, and they could recognize themselves in the typologies. The balancer was the typology that was least recognized; two of the four balancer respondents who reacted identified more with either a proceduralist or a citizen empowerer. In the comments, they argued that they could recognize themselves as a balancer but either as a balancer who was more positive about citizens or a balancer who was more negative about citizens. Subsequently, we organized a workshop to reflect on the typologies with the consultants. In the discussion with the consultants, we focused on better defining the balancer typology. This process resulted in formulating the balancer as a consultant who sees UDPs as puzzles of competing interests.

Answering the question as to why consultants identify with a certain factor type is, based on this research, difficult. First, the correlation of the respondents' Q-sorts with the factors varies. Therefore, the results should be interpreted with caution. Second, the work experience or departments are reasonably spread across the different factor types (see table 6). Nevertheless, the consultants who work for the real estate and law departments both share the proceduralist perspective. This outcome makes sense because their job is to give legal advice, which fits with the proceduralists' perception that clear (written down) agreements with citizens are necessary. All three typologies of consultants are

found among the employees of AG, while at OM, there are no consultants who share the proceduralist perspective. Overall, there is not a concentration of certain typologies within a department or firm. More research is needed to explain the variation of factor types within consultancy firms.

Table 6: Factor types with the department and function of the respondents (Authors)

Informant:	Factor type:	Years having worked at Antea:	Working experience before Antea:	Department:
4	Proceduralists	1.5	Public party	Real estate & Law
6	Proceduralists	14	Public party	Real estate & law
8	Proceduralists	24	No	Architecture
12	Proceduralists	11	Market party	Water & Environment
14	Proceduralists	19	No	Infrastructure
15	Proceduralists	1	Market and public party	Water & Environment
3	Citizen empowerer	6.5	Market party	Spatial Planning
10	Citizen empowerer	11	Public party	Planning
13	Citizen empowerer	4.5	Market party	Architecture
17	Citizen empowerer	0.5	Public party	-
19	Citizen empowerer	5	Market party	-
20	Citizen empowerer	1	Market party	Communication
1	Balancer	27	No	Infrastructure

2	Balancer	11	Public party	Water & Environment
7	Balancer	27.5	No	Spatial planning
9	Balancer	11	No	Spatial planning
11	Balancer	6	Market party	Contracts
18	Balancer	0.5	Research	-

5.8 Translating citizens' interests into (contractual) agreements

To explore how the different perceptions could influence the behavior of planning consultants, we asked how the consultants incorporated citizens' interests into agreements. We asked what kind of agreements they used based the distinction between agreements that are enforceable by a court or are not enforceable by a court and/or are written down or are not written down (van der Veen, 2009). We wanted to find variation in the ways used to find agreement with communities but not necessarily in the frequency with which the consultants used different ways to find agreement.

The most common way to incorporate citizens' interests in UDPs is through legally unenforceable agreements that are written down. The examples mentioned by the consultants were the reports of public hearings and the results of design sessions; public hearings were by far the most frequently mentioned example of an agreement with citizens. All types of consultants stated that they used this type of agreement. Citizens can submit their views on the UDP, and the developers of the UDP are legally required to comment on their views. Therefore, public meetings are often organized to consult with

citizens. The consultants described how they also use public meetings to identify which citizens are enthusiastic about the project and which citizens are against the plan. The enthusiastic citizens can be an asset to the plan because they can point out which parts of the plan can be improved, while the citizens who are against the plan are identified because they can obstruct the process. Most of the consultants argued that taking the citizens who are against the plan aside and talking with them often helps to prevent them from taking legal steps against the UDP.

Another example of legally unenforceable agreements that are written down and used in UDPs to incorporate citizens' interests are design sessions. Using design sessions to design an UDP together – or at least partially – with citizens helps to create support for that UDP.

Agreements that are legally unenforceable and not written down, such as oral commitments, are often used by all types of consultants to cater to the needs of critical citizens. In separate meetings, consultants listen to the needs of critical citizens and agree orally to incorporate some of the needs into the UDP. Only 3 of the 20 interviewed consultants had experience with agreements with communities that were written down and enforceable in court. Interestingly, two of these consultants identified with the proceduralist perspective. The other consultant did not identify strongly with any one of the three factors. In two projects, citizens signed agreements to run public services, such as the management of green space or waste management. In one project, citizens could negotiate with the developer about the design of the project. Written down and enforceable agreements with communities are based on our empirical findings quite rare.

Legally enforceable agreements that are unwritten, i.e., oral commitments that can be proven were not used to incorporate citizens' interests.

The interviews showed that the consultants often rely on legally unenforceable agreements with citizens. This type of agreement is used by all consultants. The consultants explained that few legally enforceable agreements with citizens were created because communities were often reluctant to sign such agreements. Interestingly, two proceduralists had experience incorporating citizens' interests into written down, enforceable agreements. This outcome can be explained by the fact that consultants who share the proceduralist perspective value clarity during the participatory process. One of the statements that they agreed strongly with is statement 6, i.e., 'not enough effort is put into finding agreement with citizens'. Putting effort into finding agreement with citizens, combined with writing down those agreements, can provide clarity and prevent tensions during the participatory process.

5.9 Relationship between the principal and the consultant

To scrutinize the relationship between consultants and their principals, we asked the consultants why their principals hired them and how they proceeded when they disagreed with their principals. The consultants stated that they were mostly hired because of their expert knowledge. The consultants described the expert knowledge in two ways, namely, knowing how to get things done and knowing certain skills. Respondent 4, who identified with the proceduralist perspective, and respondent 7, who identified with the balancer perspective, also mentioned that they are sometimes hired because of the trust issues between communities and public authorities. The consultants are then presented as mediators between all the actors. Respondent 4 nuanced their ability to be seen as neutral actors because citizens could give them the benefit of the doubt, but that they were still seen as being intermediaries of government agencies or commercial parties.

When the consultants were asked how they disagree with the principals, they mostly answered that they give advice. The consultants present alternatives to the preferences of the principals, and they can strongly urge an alternative.

However, in the end, the decisions are made by the principals. If the consultants do not agree with the principal, they discuss the situation within the firm. When asked to give examples of situations in which they had disagreed with the principals, they often gave examples where they had disagreed with politicians. Respondent 2, who identified with the citizen empowerer group, described a situation in which an alderman ignored the outcome of a participatory process and the consultant had to go with the decision of the alderman. However, the consultant actively reached out to citizens to point out their rights and informed them how they could legally object to the alderman's decision. Thus, based on their own perception, consultants—not surprisingly—claim that the principal makes the most important decisions. When they do not agree with the principal, they give alternative advice, but in the end, they follow the instructions of the principal.

5.10 Conclusion

Planning consultants are increasingly hired to organize participatory processes. However, research that investigates the interaction of consultants with citizens during development processes is rare. Our study identified three different perceptions of consultants toward citizen involvement in urban development. The study investigated the perceptions of planning consultants, which gives us insight into how planning consultants approach citizen participation.

Every UDP has different needs and problems concerning citizen participation, and our research indicates that consultants will approach those needs and problems differently. For example, consultants who share the proceduralist perspective will prefer to provide clarity about the role of citizens in the UDP, e.g., through a written down agreement. They do this to prevent tensions and identify the potential hiccups in the development process, not to give citizens influence. Their view on the involvement of citizens in urban development is thus quite instrumental. Contrary to this, consultants who identify as citizen

empowerers believe that UDPs are greatly improved when citizens are involved extensively. They aim to protect citizens from bureaucratic obstacles and search for new legal tools to incorporate citizens' interests into UDPs. They see the involvement of citizens in urban development as something intrinsically good. The consultants who share the balancer perspective weigh the interests of the citizens against the interests of the other actors and do not necessarily prioritize the problems that are identified by citizens. Thus, proceduralists, citizen empowerers and balancers identify needs and problems during the development process differently and solve them differently.

Within consultancy firms, there are wide-ranging perceptions of citizen involvement in urban development planning. This finding underlines the first proposition, which states that the perceptions of consultants concerning the involvement of citizens in urban development differ within consultancy firms. Compared to the perceptions of the consultant, the expertise of the consultant seems to be less relevant. The second proposition states that the department or the work experience of a consultant influences their perceptions as an employee of a consultancy firm. Our research cannot support this proposition. We could not find clear patterns in the perceptions of consultants and their departments or their former work experience.

In the context of citizen participation and UDPs, the idea that a 'shadow government' or a 'consultocracy' exists needs to be nuanced. The third proposition stated that consultants incorporate or exclude citizens' interests in urban development independent of the preferences of the principal. Based on the interviews, we cannot support this proposition. Consultants can challenge principals by giving advice, but in the end, they act according to the preferences of their principal. The consultants interviewed in this study all explained that their principal is the main decision-maker, and their role is only to give advice. Of course, this finding is only based on the perceptions of the consultants themselves. Hence, in the relationship between the principal and the

consultant, the principal – for example, a politician – is decisive. However, the practice of hiring consultants has changed the context in which those decisions are made. This context is coconstructed through the work of the consultants. Because this outcome is only based on the perceptions of consultants themselves, this relationship needs further research.

This outcome also stresses an important point in the discussion around the role of consultants in urban planning. The involvement of consultants in urban development has been criticized because they reproduce (or increase) the existing inequalities in cities, structural problems are largely ignored because consultants leave the project when their contract ends, and such involvement increases the dependence of government agencies on consultants (Grijzen, 2010; Raco, Street and Freire-Trigo, 2016; Vogelpohl, 2018a).

Consultants are hired by other parties and are bound by the contract they have with their principals. Treating consultants as ‘one-size-fits-all’ actors will damage the legitimacy of UDPs. Therefore, those who are responsible for hiring consultants should be aware of which consultancy firm is hired and which consultant is assigned to the job.

As Raco, Street and Freire-Trigo (2016) have stated, consultants are reflexive social actors with specific ethical standards. A code of conduct can outline what the responsibilities and duties of a consultant are when they fulfill public roles. The code of conduct can also be used as an evaluative and comparative tool. Periodic reviews of how consultancy firms perform and how they apply the codes of conduct could improve the firms' transparency. Furthermore, we think it is important that government agencies arrange for consultancy firms to transfer their practical knowledge about citizens and their interests to the government after a project is finished. Provisions about mutual learning processes should be incorporated into contracts with consultancy firms. Vogelpohl (2018a) has found evidence that predefining the role of consultants can greatly improve the degree of cooperation between all actors.

The fourth proposition is that consultants prefer agreements that incorporate citizens' interests into urban development that are not enforceable by a law court. This proposition is supported by our empirical work; cases in which citizens' interests were translated into agreements that are enforceable by a court were exceptions, whereas cases in which citizens' interests were translated into agreements that were not enforceable by a court seem to be common practice.

This study is explorative and aims to open up the black box of the role of consultants in urban development. Because this topic is relatively understudied, this study is a set-up for more research. The main method used in this research was the Q-method. Although the Q-method is a helpful instrument for developing typologies, it is important to note that none of the consultants fit perfectly into one of the three typologies we developed. The loadings of the consultants in the factors can vary strongly. Furthermore, the perceptions of consultants are not static and may adapt to different situations and times/periods.

6. Good residents, bad residents

6.1 Introduction

The turn to citizen participation as an instrument to solve urban problems is a growing trend in many Western cities, a corollary of the tendency of national government agencies to devolve responsibilities to local actors (Walker, McQuarrie and Lee, 2015; Baiocchi and Ganuza, 2017). But citizen participatory processes in urban redevelopment harbor numerous contradictions. Although the organizational and legal tools that shape development projects present “citizen’s interests” as a coherent, unequivocal set of goals, in practice residents often have competing interests. A (sometimes contentious) debate about the neighborhood’s needs precedes their incorporation into policy documents, news articles and contracts. As we will argue, what are eventually deemed “citizen’s interests” are far from self-evident, but the product of co-ordination efforts to direct a group of actors towards a common good (Thévenot, 2002). In this paper we critically examine the role of participation in formulating urban policy. We show how “citizen’s interests” receive meaning through participatory processes and are claimed by both government agencies and (different groups of) residents.

Decades of experimentation with citizen participation show paradoxical results. On the one hand, participation is hailed as a transformative force that strengthens the influence of residents over their neighborhoods (Fagotto and Fung, 2006; Albrechts, 2012). On the other hand, citizen participation can devolve into mere window-dressing, an item to be ticked on a list that effectively cements the decision-making power of government agencies and commercial parties under the guise of citizen participation (Swyngedouw, 2005; Walker, McQuarrie and Lee, 2015; Ahmadi, 2017; Levine, 2017). Especially the debate on post-politics (Swyngedouw, 2007; McAuliffe and Rogers, 2018)

has shed light on how citizen participation can frame politics as a negotiation rather than a conflict of interests. In this article we answer two inter-related questions: (1) How are “citizens’ interests” defined in agreements that manage urban redevelopment projects? (2) When—under what conditions—are citizens able to alter the trajectory of urban development?

Although we acknowledge that citizen participatory processes often reproduce social inequalities and buttress the status quo, we do not a priori assume that they only serve as window dressing. To better understand how and when neighborhood residents are able to influence the course of urban redevelopment, we engage in a sociology of critique of the participatory process (Boltanski and Thévenot, 1999; Thévenot, 2002; Boltanski et al., 2014). The sociology of critique provides a framework for studying participatory democracy that: (1) takes the critiques of actors (residents, commercial parties, government agencies) seriously, thus acknowledging their reflexivity; (2) traces their critiques back to pragmatic registers—bonds of trust in principles, actors and objects that are used to navigate uncertain situations that ask for public coordination—thereby enabling comparison between cases; and (3) challenges the dichotomy between antagonism and consensus, showing how compromises are established through a highly contingent process of denunciation and disagreement.

Citizen participatory processes, we argue, reward “entrepreneurial” behavior and citizens who are active, enthusiastic, flexible, communicative and committed to finding innovative solutions to society’s problems (Boltanski and Chiapello, 2005a). Following Boltanski and Chiapello (2005), we call this tendency the “entrepreneurial logic”. Actors who invoke the entrepreneurial logic often pursue their aims through instruments such as subcontracting, flexible specialization and out-sourcing (Boltanski and Chiapello, 2005).

Although the entrepreneurial logic is omnipresent, it is not omnipotent; our research found instances of residents successfully mobilizing critique to impose their own logic on the development project. They do this by delegitimizing the participatory process, developers and city officials, by claiming the mantle of the neighborhood's "true" representatives, and by mobilizing politicians and the media. A group of citizens successfully claiming the mantle of the neighborhood's "true" representatives, however, can lead to the exclusion of residents who do not have comparably influential positions in the participatory process.

Our research makes two contributions to the debate on participatory democracy in urban planning. The first is a better understanding of how participatory processes are coordinated through moral standards. Although all residents are invited to participate, some residents are more welcome than others; entrepreneurial citizens are treated as good citizens while other citizens are not. This reconfiguration of the moral categories of citizens leads to the reproduction of social inequalities. The city's resources are shifted towards solving problems defined by entrepreneurial residents, who are often already well connected—thereby compromising the aims of policies designed to serve the general public. Our second contribution concerns how the material arrangements of the participatory process coordinate actors' actions. We show, for example, how the choice for workshops rather than public meetings affects residents' influence over the development project. We begin by introducing the sociology of critique and the concept of "pragmatic registers". We then describe our methods and analyze our case studies before ending with a concluding discussion.

6.2 Pragmatic registers and the sociology of critique

The sociology of critique—as developed by Boltanski and Thévenot (1991) and others—describes how people's actions are coordinated through the use of

pragmatic registers when they engage in collective rather than individual action. In these situations they need to be prepared for public critique and justification (Thévenot, 2002). For example, when a planned high rise will block their view, residents will try to lower the maximum allowable height of buildings. By mobilizing the support of other actors through petitions, court cases or the media, they seek to coordinate actions in support of their interests. Changing the direction of a public process entails four distinct moves.

The first is to transcend local particularities to furnish a general argument (Boltanski and Thévenot, 1999). Complaining that a high rise will block the view from a balcony may enlist little sympathy; however, reasoning that the high rise will make the neighborhood too dense and crowded may win converts. By making the reasoning more general, more actors will be inclined to support the argument.

The second move links lines of reasoning to ideas about justice by placing the argument within historical stories and political narratives (Ibid.). Residents can argue that the high rise will irrevocably change the atmosphere of their working-class neighborhood. The argument is now even more general; it links the characteristics of the current situation to historical equivalences and narratives about neighborhoods that have lost their character through redevelopment. By throwing into sharp relief the threat of the high rise, the argument comes to appear as the right thing to do—or in a word, justified (Ibid.). Rallying against the high rise is not only fighting for one's neighborhood; it is fighting for the rights of working-class people and therefore for justice, a normative principle. Through this move, people can distinguish between “good” and “bad” actors.

The third move entails mobilizing objects to navigate uncertain situations. When a development project is under public scrutiny, objects can become

symbolic references as well as agents that structure situations (Thévenot, 2002). For example, blank sheets with post-its show participants during a public meeting that they can write down their ideas if they are hesitant to speak up during discussions, thereby signaling a less hierarchical, creative way of reaching out to communities. Objects thus have qualities that support people's actions, while people also need competencies to make use of objects (Sayes, 2014). Crucially for our purposes, objects also mediate politics. When a resident writes on a post-it that she is against a development project, the project will not automatically be stopped. The writing on the post-it will likely be translated into a graph that summarizes how many contributions were made during the participatory process. The more contributions, the more legitimate the process. Although objects can co-ordinate human actions, their ability to do so always needs to be tested (Thévenot, 2002). Objects are not always successfully mobilized, for example when residents refuse to use the post-its and the wall remains empty.

The fourth move entails criticizing and evaluating which line of reasoning is the most justified in a given situation. Introducing a line of argument in a discussion opens space for counter-arguments. A resident may argue that high-rises will benefit the neighborhood as more people can support public facilities. Another resident may refer to neighborhoods that have been gentrified by new high rises. During discussions, multiple arguments and counter-arguments will emerge, which actors will weigh against each other. Discussions during participation meetings are not only based on language; actors will evaluate the worth of the arguments through the actors and objects associated with the argument. Boltanski and Thévenot (2006: 140) call these lines of reasoning pragmatic registers: sets of principles, persons, objects and relations that help to guide actors through situations that need normative judgement and appeal towards a specific notion of the common good.

Actors appeal to (parts of) different pragmatic registers in different contexts but will have a clear preference for certain registers over others (Frère, 2004). Pragmatic registers are not only rhetorical; they need to encounter the world to show whether they can co-ordinate the actions of disparate actors (Thévenot, 2002). When there is no or little resistance to the applied pragmatic register, it will be used to legitimize future actions (Boltanski and Thévenot, 2006).

6.3 The context of Amsterdam

To better understand participatory processes in urban development, we juxtapose two development projects in Amsterdam. Over the course of 3 years, we interviewed 57 actors active in participatory processes and attended 25 participation meetings in the region of Amsterdam. Amsterdam furnishes a critical case for studying the global trend to turn to citizen participation as a solution for urban problems (Flyvbjerg, 2001). Over the years, the Dutch welfare state has been reformed into a “participation society”—comparable to the “big society” agenda in the UK—in which citizens are made responsible for public tasks, in large part through the creation of new participatory structures (Verhoeven and Tonkens, 2013; Baiocchi and Ganuza, 2017). Since the 1980s, Amsterdam—like most other cities—has adopted a range of market-oriented policies to promote economic growth (Uitermark and Bosker, 2014; Savini et al., 2016). Among other things, this has led to a reduction in social housing, which fell from 55.1% of the city’s total housing stock in 2002 to 45.6% in 2014 (Hochstenbach, 2017). This process was largely driven by government agencies that argued there was too much affordable housing in Amsterdam (Van Gent, 2013).

State-led gentrification fueled a liberal discourse of entrepreneurialism in the city (Savini et al., 2016). In line with the entrepreneurial logic, the city government embraced bottom-up initiatives and citizen participation to attract

investments from small businesses and entrepreneurial residents, while private consulting firms were often responsible for organizing and executing these participation initiatives (Stapper, Van der Veen and Janssen-Jansen, 2020). Larger urban redevelopment projects were often divided into smaller plots that could have temporary and differentiated functions, allowing neighborhoods to grow “organically” (Buitelaar, Galle and Sorel, 2014; Van Karnenbeek and Janssen-Jansen, 2018). In Dutch the approach is known as *organische gebiedsontwikkeling*, which can be translated as “citizen-linked incremental urban development”.

While the broader contexts of our two case studies are similar, the outcomes of their respective participatory processes are not. This provides us with analytical leverage. In this article, we pursue a differentiating comparative analysis whereby we aim to find variation in the outcomes of the same process (Pickvance, 2001).

6.4 Methods

Our analysis builds on the idea of pragmatic registers as developed by Thévenot, Moody, and Lafaye (2000), Boltanski and Chiapello (2005), and Boltanski and Thévenot (2006) (see Table 7). We analyzed policy documents (18), newspapers articles (15) and interviewed the main actors (26), inquiring about their roles and views on the most important actors and critical moments in the development process. We used their answers to create timelines of key events. We identified the kind of agreement (land use plan, policy document or development agreement) and the pragmatic registers mobilized around these agreements, ranking them and placing them in our timelines.

We carefully read the documents and coded the parts that framed the document with the help of ATLAS.ti. For example, a land use plan contains a lot of technical information. This is useful for our analysis, since the choice to

include or exclude certain types of technical information tells something about how the land use plan is framed, while the choice for a detailed or flexible land use plan says something about how the plan is justified. We briefly describe the five pragmatic registers we found in the data below.

Table 7: Pragmatic registers (Authors based on Thévenot et al. 2000; Boltanski and Chiapello 2005; Boltanski and Thévenot 2006)

	Entrepreneurial register	Domestic register	Civic register	Market register	Green register
First move: linking the particular to the general	Activity, adaptability, flexibility, trust, communication	Tradition, hierarchy, protection, respectability, authority, honor	Civic duty, rights, the people, legitimacy, membership, delegation	Competition, valuable, profitable, possession	Greenness, climate-neutral, no-waste, ecologically friendly
Second move: historical and political narratives	Self-organizing, out-of-the-box, managers, coaches, innovators, creatives, consultants	Duty, obligation, father, king, superiors, elder, relative, neighbor	Solidarity, struggle, elected officials, the party, representatives	Self-interest, consumption, competitors, clients, buyers, sellers	Sustainability, renewability, environmentalists
Third move: mobilizing objects	Digital tools, new organizational devices, sub-contracting	Good manners, etiquette, titles, rank, character	Law, committees, lists, criteria, decree, codes	Wealth, money, status, property	Pristine wilderness, animals, plants, nature
Fourth move: criticizing and evaluating	Innovativeness	Ceremonies, respectability, authority	Committees, elections, jury, representativeness	Deal, transaction, contract	Ecological footprint

The entrepreneurial register's guiding principle is activity. High levels of activity link the particular to the general. The historical and political narrative of the

entrepreneurial register promotes flexibility, resilience and self-organization. The ability to control one's working routines are highly valued; there is little distinction between private and working life. Security and stability are less valued. Objects such as new projects and actions, new organizational tools and digital devices are seen as worthy. Innovativeness is the measuring stick to determine the worth of other actors, objects and actions (Boltanski and Chiapello, 2005).

The domestic register's set of principles privilege tradition and protection. The particular is linked to the general through good manners, authority and hierarchy. The historical and political narrative of the domestic register is based on a sense of duty and obligations. Valued actors include relatives, neighbors and superiors. Objects such as the home and gifts are seen as worthy. Situations are judged by evaluating the respectability or authority of actors, objects and actions (Boltanski and Thévenot, 2006).

The civic register's guiding principle is civic duty. The democratic process with elections, delegations and rights, establishes the relation between the particular and the general. The historical and political narrative of the civic register is the narrative of struggle, solidarity and elections. Objects such as the party, elected officials and law are highly valued. Uncertain situations are navigated by evaluating whether the actors, objects and actions are representative (Boltanski and Thévenot, 2006).

The principles of the market register are based on competition. Profitability and efficiency link particular situations to a general framework. There is a strong belief that the invisible hand of the market will make the world a better place. The historical and political narrative thus promotes the pursuit of self-interest and effectiveness. Money, property and wealth are the valued objects of the

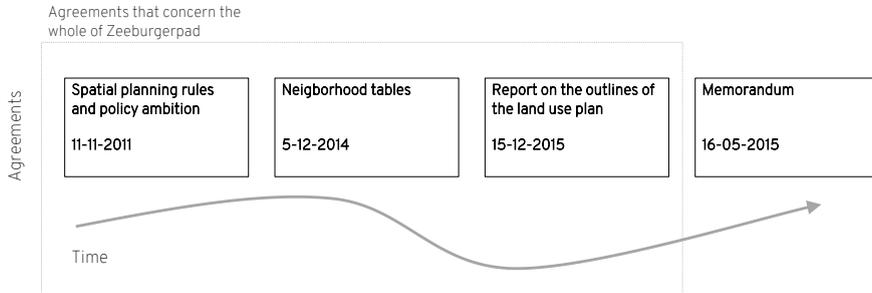
market register. Deals, transactions and contracts bring clarity in uncertain situations (Boltanski and Thévenot, 2006).

The green register's principles are directed toward creating a climate-neutral, no-waste, ecological world. The particular is transcended by greenness. Living in harmony with animals and plants is the basis of the historical and political narrative of the green register. Environmentalists are highly valued. Objects such as animals, plants and wilderness are highly esteemed. Reducing the ecological footprint on the planet is a way of criticizing and evaluating situations (Thévenot, Moody and Lafaye, 2000).

6.5 Zeeburgerpad

Zeeburgerpad is located in rapidly gentrifying Amsterdam East, where the city's strategy of liberalizing the housing market has led to a steep rise in property values (Uitermark and Bosker, 2014). The percentage of residents with non-western migration backgrounds in the areas surrounding Zeeburgerpad remained stable between 2005 (21.5%) and 2015 (21%) (Gemeente Amsterdam, 2020), as did the percentage of residents with lower educational attainment (15% in 2010 and 16% in 2015) (Gemeente Amsterdam, 2020). A brownfield site hosting industrial and commercial activities as well as people living in houseboats, the city began preparing plans to redevelop the Zeeburgerpad area in 2009, including the building of 684 new housing units. Towards this end, the city opted for a strategy of citizen-linked incremental urban development. This strategy, when previously applied in Amsterdam East, had won praise from journalists and developers; a 2013 newspaper article—"In Amsterdam East they are still building houses" (Zonneveld, 2013)—examined why housing projects in this neighborhood were more successful than in other parts of the city. Figure 2 is a timeline of the most important agreements in the development of Zeeburgerpad.

Figure 2: Agreements in Zeeburgerpad (Authors)



6.5.1 The participatory process in Zeeburgerpad

In 2011 the city produced a memo outlining its ambitions for Zeeburgerpad (Gemeente Amsterdam, 2011a). In the memo, the city argued that the area mainly consists of outdated industrial and commercial buildings, and to develop the area, flexibility is needed to give “creative entrepreneurs a maximum amount of freedom” (Ibid.). As the district alderman explained: “the plan is designed during the crisis, we assumed that it would result in an organic process, with lots of small-scale initiatives” (Interview, District Alderman 1 Zeeburgerpad, 10 October 2017). To attract investors, the municipality turned to a new planning tool called the spelregelkaart—literally “rules of the game” but which we hereafter call “spatial planning rules”. These rules, which must be followed for a development proposal to be approved, outline the municipality’s ambitions for the area and provide a global framework for its development. Spatial planning rules are less rigid and detailed than land use plans, thus giving potential developers greater flexibility (Gemeente Amsterdam, 2011b). This is still quite unusual in Amsterdam, where land use plans are often very detailed.

Developers proposing plans for the Zeeburgerpad area needed to follow the spatial planning rules. Next, they needed to gain support from neighborhood residents. How developers organized neighborhood outreach was up to them; they only had to prove to the municipality that outreach had been substantive.

A plan following the spatial planning rules and receiving neighborhood support would lead to the municipality and developer signing a principal agreement indicating that the proposal is in line with the area's desired development. If commercial parties did not concretize their plans within a year, the agreement would be terminated. The municipality's goal to attract commercial parties worked as several developers began designing plans for the transformation of Zeeburgerpad, with three of them receiving a principal agreement from the municipality.

A neighborhood consultation meeting, however, revealed that residents had grown concerned about the plans. Organized by the housing corporation DUWO, these meetings created tensions between developers and residents. While the housing corporation wanted to build housing for PhD students, neighborhood residents were against this, citing concerns about student behavior (DUWO, 2014). According to the residents, the consultations were top-down and left them feeling that there was nothing left to negotiate: "David and Goliath, that is how it was" (Interview, Resident 1 Zeeburgerpad, 2 October 2017).

This episode led to the creation of the Buurtgroep (neighborhood group), a neighborhood organization claiming to represent the interests of the neighborhood in the urban development process. They collected 200 signatures to prove that the group could speak for the area's residents. Most of the leaders of the Buurtgroep were active in an organization that represents the interests of people living in house boats in Amsterdam. They wrote a manifesto containing their vision for Zeeburgerpad: "We decided to write an alternative plan, not plan A but plan B" (Interview, Resident 2 Zeeburgerpad, 2 October 2017). The vision was of small-scale, sustainable mixed-use buildings. All developments should have a relation to the neighborhood, fit into the area, and be limited in height (Zeeburgerpad, 2014).

As the neighborhood organization trusted neither the municipality nor private developers to take their interests into account, they began lobbying politicians in the district council and initiated a legal challenge against the spatial planning rules. They were successful in both their lobbying and legal efforts. The Council of State, the legal body that oversees spatial planning in the Netherlands, ruled that the spatial planning rules did not have a legal basis and forced the municipality to design and implement a new land use plan in the summer of 2014.

This compelled the municipality to begin developing a new land use plan. Retaining its belief that flexibility was needed to attract investors, the municipality now altered its own “spatial planning rules” and organized “neighborhood tables” to which all neighborhood residents were invited to discuss developers’ proposals (Reuten, 2014). When a proposal was deemed desirable, it would receive a principal agreement from the municipality and the residents. This approach, advised by the research consultancy firm Tertium, was short-lived. “It did not lead to anything. It was one of the many attempts there. And we had said, this is not going to be the next attempt, but it became the next attempt” (Interview, Consultant 1 Zeeburgerpad, 1 March 2017).

The municipality then produced a report with the outlines of a new land use plan to be adopted by the district council, partly written by consultants from the firm De Wijde Blik. The consultants had organized a participatory process with residents, including the Buurtgroep. The report noted that the area’s land owners and entrepreneurs wanted flexibility while the residents wanted a detailed plan. Although the report was more in line with the articulated interests of the Buurtgroep, its members were not satisfied. Due to effective lobbying, the district council made many detailed amendments. While the municipality sought to include in the land use plan the three initiatives that had

achieved a principal agreement, residents perceived these as shady, as the outcome of the municipality's preferential treatment of developers: "He [a civil servant] was talking with the investors and land owners to see in which way he could seduce them to invest" (Interview, Resident 1 Zeeburgerpad, 2 October 2017). The criticism resonated within the district council: "The point is that you never know how far and how concrete those agreements are, but you recognize it because of the tempo of how things are done" (Interview, District Council Member 1, 13 November 2017). One of the land owners, however, disputed any notion of preferential treatment: "We almost never got to speak to the alderman, we were there only once, and that really took a lot of effort" (Interview, Landowner 1 Zeeburgerpad, 16 January 2018). This led to the withdrawal of two of the three principal agreements.

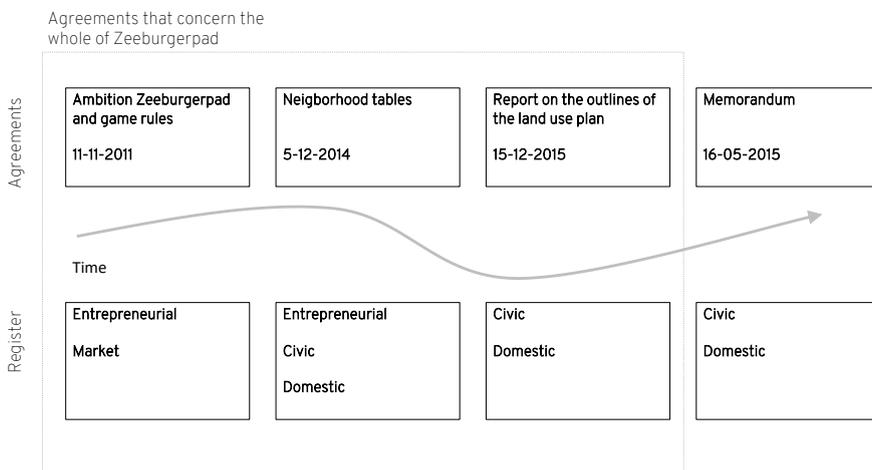
One of the three principal agreements was eventually included in the final report because the land owners and the residents found a compromise. The land owners had wanted to build a budget hotel for backpackers, which was opposed by residents worried about noise. As the municipality had only given a principal agreement when consultation was organized between residents and land owners, the latter hired consultants from the firm XOOMlab to mediate with the residents. After two meetings, and partly due to the backing of the Buurtgroep, the residents and the land owner decided to negotiate an agreement. In their memorandum, they agreed that the hotel would be a high-end rather than a budget establishment in order to attract less noisy guests, and that the land owners would pay for a concierge who would remain in contact with the residents. The agreement was signed by both the Buurtgroep and the residents living directly across from the development. But in the end, some residents felt pressured to sign the agreement: "That went reasonably okay, in good consultation, but as befits a developer, there was no hesitation in putting heavy pressure when needed" (Interview, Resident 2 Zeeburgerpad, 2 October

2017). Finally, in August 2018, the land use plan was adopted by the city council, formalizing the decisions made in the report.

6.5.2 Pragmatic registers used in Zeeburgerpad

Several pragmatic registers were invoked over time to justify the project (see Figure 3).

Figure 3: Pragmatic registers used in Zeeburgerpad (Authors)



In the first phase, the municipality, seeking to attract investors, sought to transcend local particularities towards a general argument and to link this argument to historical stories and political narratives by invoking the market and entrepreneurial registers. Policymakers made such moves by presenting the area as a potentially valuable location—“favorably located, near other successfully transformed areas” (Gemeente Amsterdam, 2011)—and emphasizing the flexibility in the planning process: “maximum freedom for creative entrepreneurs” (ibid.). The spatial planning rules were a material manifestation of the entrepreneurial register used to navigate the uncertainty of the financial crisis by providing flexibility: “the facades need to be able to be used for different functions, in order to guarantee flexibility in the future”. The

idea behind spatial planning rules is that actors will negotiate about the area's development; in a land use plan the functions of the area are already fixed. To effectively participate in a process built around spatial planning rules, one must possess entrepreneurial qualities such as being a skilled negotiator.

The Buurtgroep's alternative plan was justified by appealing to the civic register: "we went into the neighborhood to talk to everybody and ask for support for our ideas" (Zeeburgerpad, 2014). In its appeals the Buurtgroep did not limit itself to a single pragmatic register; it also outlined the need for sustainable housing (valued objects of the green world) and space for mixed-use areas (valued objects of the entrepreneurial world). Furthermore, the Buurtgroep argued, all developments should fit the neighborhood (relations of worth in the domestic world). In sum, the Buurtgroep used different registers to appeal to as broad a public as possible. There remained a great deal of uncertainty over which line of reasoning would mobilize the most support, illustrating the often highly contingent nature of efforts to move from local particularities to a general argument. "You need to have the right arguments, but even better you need an alternative plan. In order to tell why the alternative is better, for everybody and everything" (Interview, Resident 1 Zeeburgerpad, 2 October 2017).

While land developers and commercial parties began making plans using the spatial planning rules, the residents wanted more certainty. As described above, they tried to apply different registers to mobilize support. Registers are not only rhetorical; they need to encounter the world to show that they are able to co-ordinate action (Thévenot, 2002). The civic register was able to mobilize the most support for the Buurtgroep, with the newspaper *De Telegraaf* even publishing an article with the title "Neighborhood on the barricades" (Coenradie, 2014).

The civic register places high esteem on elected representatives and democratic procedures. Spatial planning rules as a new organizational tool seemed irrelevant to the residents, who preferred the use of public meetings. The Buurtgroep also felt betrayed by their political representative who advocated for the use of spatial planning rules: “I never felt that he [the district alderman] was on our side” (Interview, Resident 1 Zeeburgerpad, 2 October 2017). The principles invoked by the residents thus clashed with those of the alderman, a conflict that came to eclipse the other pragmatic registers.

The second phase introduced the “neighborhood tables”—the first attempt to construct a mode of legitimation with elements combining the civic and entrepreneurial registers. The neighborhood tables were a new, flexible organizational tool to steer discussions and to enable decision-making among stakeholders. By allowing for citizen representation in the form of a committee, the neighborhood tables were a compromise between the valued practices and objects of the civic and entrepreneurial registers. Again, residents needed entrepreneurial qualities—to be skilled negotiators—to make use of the neighborhood tables. While the neighborhood tables were organized to find common ground between citizens and developers, the arrangement did not hold when tested: “Yes, that was a nice idea, but it led to nothing” (Interview, Resident 2 Zeeburgerpad, 2 October 2017). The neighborhood tables failed as political mediators and could not co-ordinate the actions of the involved actors.

Hereafter, mainly traditional public law instruments—highly valued in the civic register—were used in Zeeburgerpad. While the civic register was used to justify actions in the last phase of the development process, the domestic register grew more prominent over time, which became fully apparent when members of the Buurtgroep pushed to exclude PhD students, developers and budget tourists from the neighborhood. Again, this shows the contingency involved in transcending local particularities to support a general argument. While the civic

register upholds the equality of all citizens, the Buurtgroep used the valued persons and actions of the domestic register to distinguish between citizens. PhD students, developers and budget tourists were seen as suspect as they would not respect the neighborhood's norms of behavior. One of the members of the Buurtgroep explained in the newspaper *Het Parool*: “temporary residents, students and hotel guests will not fit into the neighborhood” (Zonneveld, 2014). By appealing to the domestic register, the Buurtgroep thus claimed the mantle of the neighborhood's “true representatives”. In the city council, the majority of politicians voted in favor of the demands of the Buurtgroep to block two of the three initiatives that had received principle agreement. While both the Buurtgroep and the municipality claimed to represent the area's residents, the Buurtgroep claimed to have the backing of its “real” residents. It distinguished between real residents and outsiders by following the domestic register: “You have two family businesses here. They have been here for such a long time, they are involved with the neighborhood. And you could sense that, their consultation was normal” (Interview, Resident 1 Zeeburgerpad, 2 October 2017).

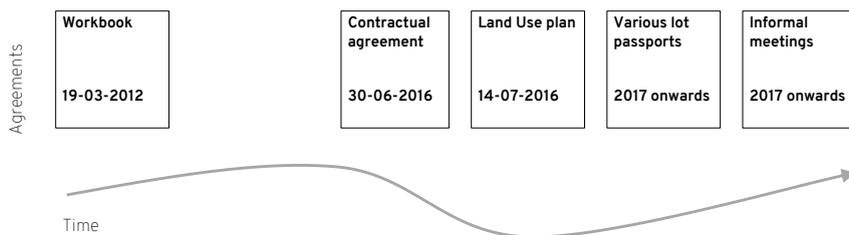
The principal agreement between XOOMlab and the municipality was incorporated in the plan because both the land owner and the residents were willing to compromise. The agreement—a compromise based on the registers of the domestic and civic worlds—began with the land owner committing to timely and satisfactory consultation with residents and the Buurtgroep, specifying how and when consultations would take place (Schalken, Omwonenden and Buurtgroep, 2015). The domestic register was most prominently mobilized in the compromise: “then we found a mutual feeling of respect, which can be attributed to the initiative-taker who presented himself as an Amsterdammer and an entrepreneur, not a resident, but a neighborhood entrepreneur, and this led to a feeling of equality” (Interview, Consultant 2 Zeeburgerpad, 1 December 2017).

6.6 Oostenburg-Noord

Oostenburg-Noord is located in the eastern part of the city center of Amsterdam, where the city's strategy of selling off the social housing stock has led to fewer low-income inhabitants and rising property prices (Uitermark and Bosker, 2014). The percentage of residents with a non-western migration background declined from 26.6% in 2005 to 24.5% in 2015 in the areas surrounding Oostenburg-Noord, while that of residents with lower educational attainment fell from 23% in 2010 to 18% in 2015 (Gemeente Amsterdam, 2020).

Oostenburg-Noord is part of the formerly industrial harbor area owned by the state corporation Rijksvastgoedbedrijf (Central Government Real Estate Agency). Part of the area was purchased by a private developer before the financial crisis. With the exception of one large office building, most of Oostenburg-Noord remained undeveloped as the financial crisis undermined the plans to further develop the area. In 2009, a private land owner sold his land to the housing association Stadgenoot, which began making plans for its development in 2012. Figure 4 is a timeline of the agreements in the development of Oostenburg-Noord.

Figure 4: Timeline of agreements in Oostenburg-Noord (Authors)



6.6.1 The participatory process in Oostenburg-Noord

Stadgenoot hired Urhahn, an architectural firm, to draft a plan. Urhahn is nationally known for its citizen-linked incremental urban development strategy, which it calls the “spontaneous city” (Buitenlaar, Grommen and Van der Krabben, 2018). The other land owner, the Rijksvastgoedbedrijf, was mainly interested in selling the land at a high price and was barely involved in designing plans for the area. In 2012, Urhahn presented its vision in its non-statutory spatial plan, called the “workbook”. The main challenges were articulated by one of the designers: “It was crisis, so they had a bit of a bad feeling about the development, so we designed a plan that was quite flexible” (Interview, Architect Oostenburg, 10 January 2018). The area was divided into lots and sold, with each lot receiving a “lot passport” containing rules for development. The rules sought to promote creativity while regulating variation in building heights and between building blocks.

The workbook elicited a written response from the neighborhood organization Eilandengroep, which was generally positive about the plans. This letter outlined the aims for the area’s development, including high ambitions for sustainability and the creation of a mixed-use area with different types of housing units and building heights. In a meeting with the municipality, the Eilandengroep signaled that it was worried that the lot passports would not guarantee enough differentiation in the height of buildings and asked for stricter rules.

In 2014, the municipality and Stadgenoot began work on the land use plan. As the neighborhood was known for its activist citizens, the municipality and Stadgenoot wanted an innovative participatory process. “Those people are really active, and we tried, at the moment we started developing the land use plan, to involve the neighborhood” (Interview, Civil Servant Oostenburg-Noord, 12 December 2017). Members of the Eilandengroep proposed organizing

workshops in Pakhuis de Zwijger, a public venue in the neighborhood. The municipality and Stadgenoot agreed. The workshops confirmed that residents wanted high rises concentrated along the railway, the wharfs to be kept accessible to the public, and variety in building heights and housing units.

Most neighborhood objectives related to urban design were incorporated into the plans. For example, the wharfs remained 70% accessible to the public and the high rise was located near the railway. But assuming that developers would only build relatively small, expensive apartments, the Eilandengroep was worried about excessive uniformity in the area's housing units. It therefore proposed raising the planned quota of social housing units from 20% to 30%, and regulating the amount of social housing and the size of units through public law instruments, not through private ones such as lot passports. But the Eilandengroep's requests were largely ignored, with Stadgenoot stating that it would regulate the size of the apartments through lot passports.

One of the area's residents, with support from the Eilandengroep, lobbied for the area's industrial artefacts to receive monument status. The shipyard consisted of two large halls. The resident claimed that their design was unique for the Netherlands and deserved monument status. Stadgenoot opposed these plans as it would lose valuable land. To de-escalate the conflict, an independent party was hired to review the monument status of the industrial artefacts. With the historic value of the old industrial buildings validated by independent research, Stadgenoot agreed to compromise: one of the halls of the shipyard would be demolished and one would remain.

Meanwhile, the issue of social housing remained unresolved and eventually led to conflict between the resident's group and the housing association. The conflict partly revolved around how to measure the planned quota of social housing, with the Eilandengroep championing square meters and Stadgenoot,

housing units. According to the Eilandengroep, the plans reserved only 14% of the square meters for social housing. “The district alderman said that in 10 years there wouldn't be any social housing left in the city center. He clearly did not want to fight for social housing” (Interview, Resident 1 Oostenburg-Noord, 23 November 2017). In an opinion piece in the newspaper *Het Parool*, a member of the Eilandengroep noted that the core business of Stadgenoot is to develop social housing; this is what it should do in Oostenburg-Noord, developing not only small apartments but housing for families (Verhulst, 2016). The conflict was resolved when the municipal council raised the share of square meters for social housing from 14% to 20%, forcing the municipality to revisit the development agreement it had signed with Stadgenoot and the Rijksvastgoedbedrijf. The land use plan was adopted with only eight official comments and no appeals to court. “That is very rare for Amsterdam. So I think, yes, the way we worked, that was very effective. And I am very proud of that” (Interview, Civil Servant Oostenburg, 12 December 2017).

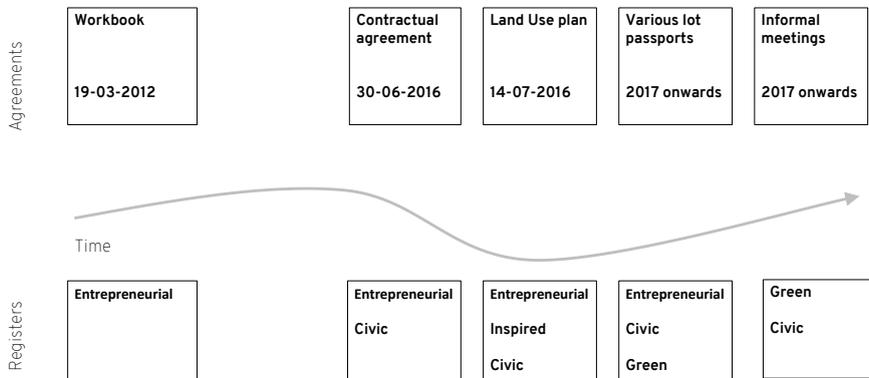
The housing association thereafter invited the Eilandengroep to monthly informal meetings, partly in order to prevent future conflicts. After the Central Government Real Estate Agency sold its land, the developer also joined these meetings, where members of the Eilandengroep pressured Stadgenoot to choose buyers who would build apartments large enough for families. Due to this pressure from the Eilandengroep, Stadgenoot revised the lot passports to include the desired size of the apartments and, together with private developers, decided to make use of a sustainable energy system in the area. The land use plan was finalized in July 2018. After its signing, the municipality and the housing association embraced citizen initiatives to establish community facilities and to build cooperative housing for the elderly. The idea to build a community facility was embraced partly due to a recent deadly shooting that killed an innocent 17 year-old bystander, Mohamed Bouchikhi. The shooting shocked the neighborhood and led to new efforts to bridge

inequalities in the area (Pen, 2018).

6.6.2 Pragmatic registers used in Oostenburg-Noord

Several pragmatic registers were invoked over time to justify the project (see Figure 5).

Figure 5: Pragmatic registers used in Oostenburg-Noord (Authors)



Like the registers activated in Zeeburgerpad, there is a lot of fluctuation in the registers activated in Oostenburg-Noord. The architectural firm’s workbook described future residents as entrepreneurs: “Everybody is an entrepreneur on the city wharf, future residents and initiative takers are partakers in producing the city” (Urhahn, 2012). This quote shows that the worthiness of citizens is established based on the entrepreneurial and market registers, with the former underlining the value of those who participate in new projects and the latter valuing the city itself as a product. Once again, entrepreneurs are seen as good citizens by both developers and the municipality, and are invited to join the project. But this way of transcending local particularities to a general argument clashed with the evaluation of the Eilandengroep, which saw neighborhood residents as inhabitants with political rights through the lens of the civic register.

The actors agreed to organize workshops to gather input for the project's design. While much of their argumentation invoked the civic register, the Eilandengroep activated the valued objects of the entrepreneurial register to propose the workshops, as “an organic way of responding and thinking about new ideas” (Eilandenoverleg, 2013). In this they were appealing to a prevalent narrative in Amsterdam, one that welcomed citizen-linked incremental urban development as a solution for the problems of the housing market. But Stadgenoot and the municipality saw the workshops more as a way to by-pass the Eilandengroep. For them, the workshop was a new organizational tool, a valued object of the entrepreneurial world: “What I really appreciated was that the no-yellers, and the notorious no-yellers, that you meet a lot during public meetings, were checked by other residents [because the public meeting was organized as a workshop]” (Interview, Civil Servant Oostenburg-Noord, 12 December 2017). While members of the Eilandengroep had proposed the workshops, they felt that the format encouraged residents to debate the project amongst themselves rather than get answers from developers; they appealed to the civic register and for official public meetings to systematically gather citizen input. In order to navigate workshops, one needs entrepreneurial qualities such as creativity and negotiation skills, while public meetings value civic qualities such as reports and voting. The workshops mediated politics, channeling potential criticism towards other citizens rather than towards the municipality or developers.

In the second phase, the main disagreements centered on the development agreement and the land use plan, the amount of social housing and the monumental status of industrial artefacts. Stadgenoot activated the qualified objects of the market register to justify its actions: “Every euro you do not earn in Oostenburg-Noord will be missed when you want to invest in buildings in West [a district with more social housing]” (Interview, District Alderman

Oostenburg-Noord, 11 September 2018). The housing association published a report on the costs of turning one of the industrial artefacts into a monument (Stadgenoot, 2015). Normally, such financial reports are not publicly available; Stadgenoot did so to transcend local particularities towards the general argument of the market register.

The Eilandengroep invoked the civic register to mobilize support for more social housing: “Project developers are lining up because the land value is shooting up, but Stadgenoot screws back the amount of social housing” (Verhulst, 2016). This clearly clashed with the market register activated by Stadgenoot, which argued that profits from Oostenburg-Noord would be invested in other areas: “As a housing association, we must make the most of our resources” (Langen, 2016). The Eilandengroep then mobilized the actors of the civic register by appealing to the municipal council, forcing the municipality to revisit the (contractual) agreements it had with the housing association and the Central Government Real Estate Agency.

To prevent future conflict, the Eilandengroep and Stadgenoot agreed to have informal meetings to discuss developments. The informal meetings were a compromise. Stadgenoot activated the entrepreneurial register in the hope that the meetings would lead to citizen-driven initiatives: “it would be good when the residents and also entrepreneurs would help to...organize activities...or organize the maintenance [of public space]” (Project Manager at Stadgenoot Oostenburg-Noord, 19 December 2017). The land developers—appealing to the market register—used these meetings to gather information about the market: “We are going to build in the neighborhood, so it is good to know who lives there” (Land Developer Oostenburg-Noord, 2018). The Eilandengroep, however, saw these meetings as a means to gain influence; its members asked questions and made proposals appealing to the civic register. For example, they criticized the size of the planned apartments, arguing that

not only students and singles should be able to live in the area. It was in this informal setting that the Eilandengroep, appealing to the green register, successfully persuaded Stadgenoot to adopt sustainable energy resources. “There are elements of sustainability in the plan, and that is not only because of the residents, but it [their pressure] helped” (Project Manager at Stadgenoot Oostenburg-Noord, 19 December 2017). The compromise shows how different registers can co-ordinate with one another. The compromise was reinforced (Thévenot, 2002) when members of the Eilandenoverleg began developing plans for community facilities through the informal meetings.

The lot-passports were justified or criticized by different actors in different ways. Stadgenoot, appealing to the entrepreneurial register, saw them as a way to develop the area incrementally: “We start today and let the area grow like a garden” (Damen, 2012). Urhahn also appealed to the entrepreneurial register as a way to encourage creativity: “rules are necessary to provide other lots with security, within the rules we promote creativity” (Urhahn, 2012). For both, the lot-passports were a legitimate and flexible planning tool. But both the Eilandengroep and the developer criticized the lot-passports. The Eilandengroep, appealing to the civic register, saw them as problematic because the rights of residents were not sufficiently protected. In contrast, the land developer saw them as too rigid: “They say it is flexible, but there is no space for flexibility” (Interview, Land Developer Oostenburg-Noord, 20 February 2018).

The entrepreneurial register was present from the outset until the end of the development process in Oostenburg-Noord. Stadgenoot and the municipality adapted the development process according to input from neighborhood residents, with willingness to adapt the process creating room to find compromises. However, members of the Eilandengroep did not feel that they had substantial influence over the development process.

6.7 Discussion and conclusion

While participation represents the idea that citizens should be involved in urban development, decades of experimentation have led to mixed results. On the surface, residents appear empowered because they have the opportunity to influence developments. But participatory processes can also be used by developers and government agencies to neutralize resident objections. Public meetings are replaced by “co-creation workshops”, planning instruments become increasingly “flexible”, and residents are encouraged to set up and run community facilities that support the local economy (Albrechts, 2012; Ahmadi, 2017; Baiocchi and Ganuza, 2017). In public meetings, residents rely on civic practices such as voting and participation on committees to formulate citizens’ interests. In co-creation workshops, residents need entrepreneurial qualities such as creativity and negotiation skills to be heard. Flexible planning instruments encourage residents to negotiate and be adaptable. Entrepreneurial qualities are also needed to set up and run community facilities. This not only affects the material organization of urban policy, but how categories of citizens are valued. Entrepreneurial citizens are seen as good citizens, implicitly devaluing non-entrepreneurial citizens.

This study has shown how “citizen’s interests” receive meaning through participatory processes. The “citizens’ interests” that are ultimately incorporated into official plans and documents do not necessarily reflect the needs of the entire neighborhood. Above all, they are defined by entrepreneurial residents and government agencies. Although both Oostenburg-Noord and Zeeburgerpad contain large numbers of residents with non-western migration backgrounds and lower educational levels, the leaders of the citizen groups were mainly white, highly educated and well connected. Social inequalities were reproduced and amplified through the use of participation as an instrument to solve urban problems, directing the city’s

resources towards problems identified by entrepreneurial residents—the same privileged residents who were further empowered through the participatory process.

Both government agencies and residents claimed that they could formulate “citizens’ interests”. In both Oostenburg-Noord and Zeeburgerpad, residents challenged the municipality defining “citizens’ interests” in entrepreneurial terms, at times enlisting outside support to do so. But only in Zeeburgerpad were residents able to change the direction of the development process and claim the mantle of the “true” representatives of the neighborhood. This allowed them to exclude other less well positioned actors from the decision-making process. They did so by assembling support from politicians, courts and the media and by denouncing the participatory process, delegitimizing both the developers and civil servants. The residents of Oostenburg-Noord directed their criticism mainly at the municipality and the developers; only later did they reach out to the media and politicians. The residents of the Zeeburgerpad were thus quicker and more thorough in their efforts to assemble outside support; they gave interviews in local media, lobbied politicians and started a legal procedure to alter the direction of the development process.

This study shows that city planners should consider the question who benefits from participation. Too often participation is assumed to be a democratic way of solving urban problems. Participation can be a useful tool to involve residents in the process of making policy. However, the way participation is organized can privilege some residents above others. Therefore, policy makers should be aware of the differences between residents in terms of access to participation and other political and legal arenas. Moreover, city governments should set up structures to monitor and evaluate participation. Especially concerning the exclusion of residents.

This study advances the literature on participatory democracy by using tools from the sociology of critique to explain the decoupling of participation from influence. The existing literature tends to view citizen participation as either empowering or as a tool to buttress the status quo. By analyzing case studies through the concept of pragmatic registers, we show that residents, developers and civil servants can bend participation to achieve their own goals. It also shows that the use of participation to solve urban problems leads to the creation of new boundaries between residents who have entrepreneurial qualities and residents who do not. The material arrangements of citizen participation amplify this process.

7. Private ordering of public processes

7.1 Introduction

Contracts are mostly studied as economic instruments, meant to regulate business relations. However, government agencies have increasingly been using contracts to achieve public goals (Vincent-Jones, 2007). Although contracts have always played an important role in the field of urban development, their importance has gained traction at the cost of public law since the 1980s. For instance, urban development projects are realized in governance networks regulated through contracts (van der Veen and Korthals Altes, 2012; Raco, Street and Freire-Trigo, 2016; Van den Hurk and Taşan-Kok, 2020). Next to the increased use of contracts, participatory processes have become an integral part of urban development and urban politics (Innes and Booher, 2004; Fagotto and Fung, 2006; Albrechts, 2012). There is a strong belief among policy makers that participation can solve the perceived democratic deficit and strengthen social cohesion (Walker, McQuarrie and Lee, 2015). This study concentrates on the role of contracts as a mechanism to incorporate or exclude the interests of residents into development projects. The purpose of this research is to show, through a detailed description, the consequences of contractual governance for resident participation in urban development.

Most research on this topic focuses on community-benefit agreements (CBAs), which are development agreements negotiated by residents and developers (Baxamusa, 2008). Research on CBAs shows that they can enhance the influence of residents, but developers can also use the agreements to manipulate residents. The literature mainly asserts that unfair CBAs are the result of unequal negotiation processes (Been, 2010; Camacho, 2013; Janssen-Jansen and van der Veen, 2017). Camacho (2005) notes that except for CBAs, development agreements are predominately negotiated by government

agencies and developers, excluding residents. In general, participatory processes are organized after a development agreement is negotiated (Camacho, 2013). This suggests that participatory processes are determined by prior agreements between government agencies and commercial parties. Research from Raco (2013) and Savini (2016) underlines that contracts limit the ability of residents to influence decisions. Public law arrangements - such as land use plans - often regulate how residents will be involved in decision making processes. Contracts often lack agreements on participatory processes (Savini, 2016). Moreover development agreements regulate the relations of actors for long periods of time, which makes development agreements inflexible concerning new political realities (Raco, 2013). Taşan-Kok et al (2019) states that contracts often do not contain measures to ensure democratic accountability. However, when properly designed they could be used to enhance the influence of residents on urban development (Taşan-Kok et al, 2019).

Broader research on participatory democracy shows that that participatory processes can lead to more influence of residents on development projects (Fagotto and Fung, 2006; Albrechts, 2012). However, barriers exist in the ability of government agencies to implement the outcomes of participatory processes (Selznick, 1949; Blakeley, 2010). Furthermore, participatory processes are criticized by several authors as being 'post-political' (Swyngedouw, 2005; Metzger, Allmendinger and Oosterlynck, 2015; McAuliffe and Rogers, 2018). According to post-political theory, politics is concerned with "the set of practices and institutions through which an order is created, organizing human coexistence" (Mouffe, 2005, p9), while the political is the dimension of conflict and antagonism (Mouffe, 2005, p9). Post-politics is the condition where conflict is replaced by consensus. This cements decision-making power in the hands of urban elites, because other groups are forced to work together with them toward consensus. Participation functions as window-dressing, while real

decision-making power is transferred to municipal experts and commercial parties.

In order to advance the literature on participatory democracy and contractual governance, I explore how contracts manifest on the ground during participatory processes for development projects. What is the impact of participation on contracts? And vice-versa, what is the role of development contracts – signed between developers and government agencies – on citizens' involvement? Hence, the main question of this article is: what is the relationship between formal development contracts and (tacit) agreements with residents during participatory processes?

In the next section, I discuss definitions of contracts and participation. Hereby, I emphasize that both contracts and participation come in matters of degree. Thereafter I describe the methodological approach of this study. After the method section, I analyze how contractual relations between developers and residents have formed in the cases of Oostenburg-Noord in Amsterdam and Neue Mitte Altona in Hamburg. The article ends with a conclusion and discussion of the empirical results.

7.2 Contracts

Contracts are agreements, but not all agreements are contracts. This difference is important in order to analyze the role of contracts in participatory processes. Agreements are designed to give parties assurance about particular actions, whereas contracts are explicit commitments (Eisenberg, 2018). Parties that have come to an agreement do not necessarily have the intention to be bounded by law, but parties that have concluded a contract have the intention to be legally bound (Treitel, 2003; Smits, 2014; Kötz, 2017). Legal in this sense means that parties assume their agreement does not interfere with law, public policy or good morals (Smits, 2014). In participatory processes, residents and

neighborhood organizations are inclined to come to agreement, but in most cases refrain from having the intention to be legally bound. Non-binding agreements provide enough flexibility to adjust agreements, while contracts carry the risk of litigation. Thus, agreements come in many forms on a continuum of enforceability.

Contracts can be studied and defined in several ways. A doctrinal approach to studying considers that contracts are used to enforce promises (Smits, 2014; Kötz, 2017; Eisenberg, 2018). Transaction cost economics assumes that contracts are tools designed to minimize transaction costs (Williamson, 1979, 1981). Relational contract theory argues that relational norms and trust defines the contract (Macaulay, 1963, 2003; Macneil, 1980). The doctrinal approach analyzes legal obligations, transaction cost economics studies the transaction and relational contract theory studies relations. Since this research studies contracts as a governance tool to achieve public goals, I have chosen to work from the perspective of relational contract theory. The focus on transactions or legal obligations bares the risk of over- or underemphasizing major factors that influence the creation and function of a contract (Granovetter, 1985). Moreover, when the transaction costs or legal obligations are identified, they become proxies for the real interaction between actors and the relations (Macneil, 1980).

Relational contract theory revolves around the study of relations. According to the theory, contracts are relations among actors who have exchanged, are exchanging, or expect to exchange in the future (Macneil, 1980). Macaulay (1963, 2003) argues that agreements can be more or less contractual. Agreements are negotiated around two types of issues: the planning of the exchange and procedures for non-performance. Those issues can stipulate performances or leave room for dealing with contingencies. An agreement is contractual when it is legally enforceable (Macaulay, 1963).

Moreover, a contract is never fully discrete (Macneil, 1980). Even with simple exchanges, such as buying coffee from a coffee machine, there are plenty of relational interactions: from the card you use to buy the coffee to your expectations of the coffee, everything is shaped by interactions that frame the contract. The contract is unwritten, but nevertheless it is a contractual relation. This has led to the question of whether relations are either a substitute for written down agreements or are strongly intertwined but complementary to them (Schepker et al., 2014). Interestingly, Macaulay (1963) found – and this has been backed up by other empirical research since (Poppo and Zenger, 2002; Schepker et al., 2014; Van den Hurk and Taşan-Kok, 2020) – that legal sanctions for defective performances are rarely used during long-term projects. Maintaining a good relation with the parties during a long-term project is often deemed to be more important than forcing the other party to perform.

7.3 Participation and planning in Amsterdam and Hamburg

Since the 1970s, there has been a tendency in both the North America and Europe to decentralize and devolve public responsibilities to local authorities and implement participatory mechanisms (Raco, 2013; Baiocchi and Ganuza, 2017). Participation is seen as a remedy for the perceived democratic deficit in society (Walker, McQuarrie and Lee, 2015). In this article, we regard participation as the activity of making policy with citizens. Participation can range from consultation to citizen control (Arnstein, 1969).

7.3.1 Participation and planning in Amsterdam

Amsterdam is the economic center of the Netherlands and its largest city, with almost 2.5 million inhabitants in the metropolitan area. The city is divided into eight administrative boroughs, called *stadsdelen*. Until 2016, the administrative boroughs were responsible for preparing land use plans and coordinating development projects. Every administrative borough, except for the harbor,

had its own council and executive branch. Since 2016 those responsibilities have been transferred to the central city. Before the 1990s the majority of the housing in Amsterdam was owned by housing associations, but since then private homeownership has been promoted. This brought down the housing stock of housing associations to 45.6% in 2015 (Hochstenbach, 2017).

In Amsterdam, residents can comment on changes in land use plans (Needham, 2007). Next to this statutory obligation, the municipality organizes participatory processes to build support for development plans. The participation meetings vary from consultation rounds to projects with more substantial influence of residents. The last decade, there has been an effort to include residents as developers in development projects. Although this happens more frequently around the world, for the Netherlands it is a new trend. This is part of a strategy to incrementally develop areas, in order to grow development projects “organically” (organische gebiedsontwikkeling) (Buitelaar, Grommen and Van der Krabben, 2018).

7.3.2 Participation and planning in Hamburg

Hamburg is Germany's second-largest city with almost 4 million residents in its metropolitan area. In Germany's federal system, Hamburg is both a state and a municipality, which means that it is more autonomous than most other German cities. Spatial plans are made by the executive branch, called the Senate, and adopted by the legislative branch, called the Bürgerschaft. The city is divided into seven boroughs that have their own councils and administrative leaders. However, large-scale urban development projects are often the responsibility of the Senate. Hamburg is predominantly a city of tenants, with 76% of the apartments rented (Vogelpohl and Buchholz, 2017). The city also has an ambitious program to stimulate housing cooperatives (Scheller and Thörn, 2018).

The Christian Democrats led the Hamburg government between 2002 and 2011. In this period, market-oriented and pro-growth urban policies were

adopted, resulting in state-led gentrification processes (Novy and Colomb, 2013). Moreover, for development deals the highest-bidder principle was introduced and the lock-in period of rent-controlled social housing was reduced from 30 years to 15 years (Vogelpohl and Buchholz, 2017).

Planning law in Germany stimulates discussion concerning potential changes in land use among stakeholders (Schmidt, 2009). Social movements, especially the *Recht auf Stadt* – Right to the City – movement launched protests against the market-oriented housing policies of the city (Novy and Colomb, 2013; Vogelpohl and Buchholz, 2017). The influence of the movement on the politics of Hamburg was strong. For example, the squatting of the Gängeviertel complex did not lead to eviction by the police; instead, the municipality decided to buy back the complex from an investor (Novy and Colomb, 2013). Partly in response to the movement, the city of Hamburg created an institute, called *Stadwerkstatt* to stimulate participation in 2012. Moreover, the municipality introduced the *transparenzportal* (“transparency register”), in which all the contracts and documents that the municipality produced were published.

7.4 Methods

In order to scrutinize how contractual relations emerge during participatory processes, I analyze development projects along the line of relational contract theory. Relational contract theory assumes that agreements are not set in stone and can be adjusted. Agreements and contracts work either complementarily or supplementarily to achieve the goals of actors. Agreements do not need to be written down, as long as both parties have given their consent and are aware of the specificities of the deal. For the purpose of this research I make a distinction between (tacit) agreements and contracts. (Tacit) agreements are non-binding agreements, whereas contracts are legally binding agreements.

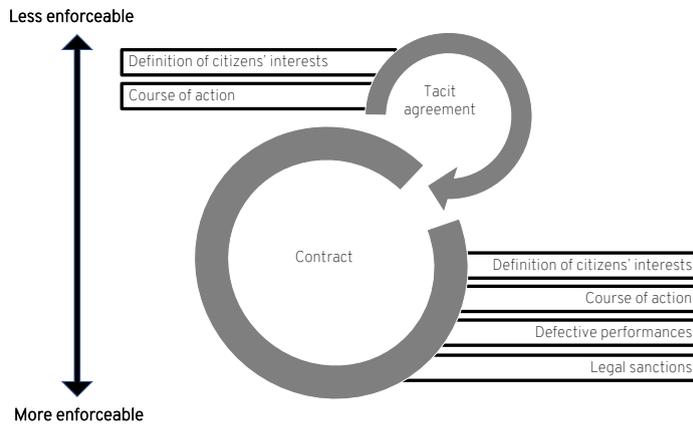
To apply relational contract theory to public outreach processes I formulated four dimensions of agreements in participatory processes. The first dimension

is a definition of the citizens' interests. Participatory processes are often contentious; different residents have different needs, desires and goals. However, in policy documents and agreements the interests of residents are generally presented as unequivocal. Therefore, I use the term citizens' interests to refer to the set of goals that is reproduced in policy documents and agreements as the needs of residents. I use the plural form of citizens to avoid implying a unifying set of interests. The second dimension is clarity on a specific course of action to reach the goals of the parties. For example, the parties have agreed that residents will be involved in designing a public park. Therefore they agree to install a citizen committee when the tender for the park needs to be drawn up. Both the definition of the citizens' interests and the course of action are non-binding agreements.

The next two aspects make an agreement more contractual because they bind the parties to specific actions. The third dimension is the incorporation of regulations on defective performances in the agreement. Defective performances are not a breach of contract, but situations where parties cannot reasonably fulfill the obligations of the contract. For example, if the parties have agreed to designate housing for low-income families, but no low-income family applies for one of the houses, the obligations of the contract are not met. Contracts can contain terms that stipulate that the land owner allocate housing freely when if no low-income family has applied within a period of three months. Lastly, contracts can incorporate legal sanctions in the contract, including fines and other penalties as compensation for non-performance.

The different dimension of agreements are interrelated and on a continuum of enforceability. (Tacit) agreements define how the performances stipulated in contracts will be enacted, which is then in turn abstracted into new (enforceable) agreements. Furthermore, enforcing the agreement is often prevented by the formulation of new (tacit) agreements (see figure 6).

Figure 6: Contractual relations in participatory processes Source: (Author)



The framework will be applied to two developments: one in Amsterdam and one in Hamburg. The aim of comparing the cities is to look for variation or similarities in how contractual relations emerge. There are three reasons for choosing Amsterdam and Hamburg. First, the respective planning systems have moved toward more regulatory flexibility and embracing contractual governance. In Amsterdam this has occurred through the (national) introduction of flexible land use plans and anterior development agreements (antérieure overeenkomsten) (Buitelaar, Galle and Sorel, 2011); in Hamburg this happened through the use of urban development measures (Städtebauliche Entwicklungsmaßnahmen), and the introduction of statutory urban development agreements (Städtebaulicher Vertrag) (Schmidt, 2009).

Second, the response to the new policies is different. In Hamburg the introduction of market-oriented policies was met with large scale demonstrations in 2013-2014 (Novy and Colomb, 2013; Vogelpohl and Buchholz, 2017), whereas in Amsterdam new civil society actors embraced a more liberal discourse of entrepreneurialism (Savini et al., 2016). Third, most literature about contractual governance and participatory processes writes about Anglo-Saxon cases (Been, 2010; Camacho, 2013; Janssen-Jansen and

van der Veen, 2017). Studying two cases in continental Europa can lead to new insights.

In the city of Amsterdam I interviewed 57 actors active, and in the city of Hamburg I interviewed 26 actors active in urban development. During the interviews I asked open questions such as: 'what were the critical moments during the project?', 'who were the key actors in the project?', 'how were the citizens' interest defined in the project?' 'what was the role of agreements and contracts in the project?', and 'what were the core contractual obligations?'. Based on those interviews I decided to zoom in on two cases. For the analysis of the Amsterdam case I studied 13 documents (policy documents and contracts) and used 13 interviews actors. For the Hamburg case I investigated 11 documents (policy documents and contracts) and used 13 interviews.

7.5 Oostenburg-Noord

Oostenburg-Noord is located in the city center, but is more associated with the eastern part of Amsterdam. Governmental strategies of liberalizing the housing market and countering segregation has led to a decrease of lower-income inhabitants and a rise in house values in the area (Uitermark and Bosker, 2014). Oostenburg-Noord is a former industrial area, close to the old eastern harbor of Amsterdam which deindustrialized in the 1970s. The neighborhood is known for its working class history, with a network of well-organized, active citizens. The land in Oostenburg-Noord is owned by two landowners: a housing association called Stadgenoot and the development agency of the national government, called Rijksvastgoedbedrijf.

Due to the financial crisis, Stadgenoot needed to experiment with their development strategy in order to attract investors. The architectural firm Urhahn was hired by Stadgenoot to create a vision for the project. This firm is known for its strategy of cooperating with residents (Uitermark and Bosker, 2014) Through meetings and focus groups with residents they created the

document 'City Wharf Oostenburg' (Urhahn, 2012). They proposed to develop the area incrementally, using bottom-up initiatives and participatory tools to steer development. Due to the bad housing market, Stadgenoot decided to divide the area into smaller lots. Small investors or private entrepreneurs could buy the lots and realize their own projects within the larger urban development project.

The Eilandenoverleg (EO) is a neighborhood organization that represents the residents of Oostenburg-Noord. Initially EO was content with the development strategy of the housing association. As a neighborhood organization it attempted to define the citizens' interests for the residents of Oostenburg-Noord. Through a letter to Stadgenoot it stressed the importance of high green ambitions for the area, the need for social housing and a desire for space for small- and medium-sized businesses, creative entrepreneurs and cultural activities (Eilandenoverleg, 2013). Moreover, EO proposed to Stadgenoot to organize public meetings to create guidelines for the development with the neighborhood. These public meetings could lead toward the terms for further cooperation. Stadgenoot agreed to EO's proposal and organized four meetings in a nearby public venue. Thus, eventually the parties attempted to create a definition of the citizens' interests together. They agreed on a specific course of action - the organization of public meetings. However, there were contradictory assumptions about how these meetings would be organized and what the role of EO was. A civil servant was very positive about the workshops: 'Look, they [notorious naysayers] could share their opinion, which is important, because you need to know what is going on in the neighborhood. But hearing the other stories, and we could do that through the meetings, went really, really well.' [Civil servant 1, Oostenburg-Noord, 12-12-17]. Whereas a member of EO was more critical: 'The themes were discussed in small groups. In those groups professionals [architects and developers] were quite dominant. The residents were underrepresented.' [Resident 1, Oostenburg-Noord, 23-11-17].

The principles that were formulated included making the areas near the water publicly accessible, limiting access for cars, creating green spaces and developing a square for the neighborhood. During the last public meeting, Stadgenoot asked EO to respond to the principles. In their response, EO criticized the organization of the meetings. The members of EO argued that the meetings were attended by many civil servants, architects, and designers, but not necessarily residents of the neighborhood. Moreover, the residents had no influence on the topics that were discussed. They also criticized that by dividing the meetings up into themes, structural issues were ignored. EO pushed for the following issues: locating the high rise buildings near the railroad, increasing the amount of social housing, building a noise barrier to limit the noise of the trains and limiting the accessibility of cars to the area as much as possible. But there was also praise from EO, as they thought the plans were promising and they offered to cooperate with Stadgenoot (Eilandenoverleg, 2013). Although EO and Stadgenoot had the same goal, they had contradictory assumptions about how the public meetings would be organized. Therefore there was no clear (tacit) agreement between the resident organization and the developer. The EO claimed to be the representative of the neighborhood, but the public meetings showed different opinions about how the citizens' interests should be defined. The assertion of EO that the public meetings were dominated by professionals could be easily dismissed as arguments of 'nay-sayers'. Hence, EO could only influence the definition of the citizens' interests in a limited way and did not achieve a strong position to negotiate with the developers or the municipality.

For both Stadgenoot and Rijksvastgoedbedrijf agreed that realizing social housing in Oostenburg-Noord was not a priority for them. 'We concluded with each other that 20% social housing and 80% market rate housing would balance the housing stock in the neighborhood' [Civil servant 1 Oostenburg-Noord, 12-12-17]. Together, Stadgenoot and Rijksvastgoedbedrijf negotiated an

anterior development agreement with the municipality, which specified the responsibilities of the parties for the project, including the amount of social housing and who was accountable for the public space. The agreement was not available to the public and EO did not take part in the negotiations.

After the anterior development agreement was signed the land use plan was created. Some of the citizens' interests as formulated by EO and the residents were incorporated into this plan. The waterfront remained 70% publicly accessible, high rise buildings were located near the railroad and car parking facilities were limited. Moreover the plan stressed the importance of high green ambitions and stimulated the development of a renewable energy cooperative for the neighborhood. Although these provisions were encouraged, they were not obligatory (Gemeente Amsterdam, 2016a). Though some of the demands of EO were incorporated in the flexible land use plan, both EO and the developers still had conflicting assumptions about the amount of social housing needed for Oostenburg-Noord.

The lack of clarity about social housing became a conflict between the municipality, Stadgenoot and EO. The municipality and Stadgenoot intended to develop 16% of the total land area into social housing (20% of the total amount of housing units was reserved for social housing). 'We ended up with 20% social housing and 80% market rate housing, to balance out the neighborhood' (the neighborhood has predominately social housing) [Civil servant 1, Oostenburg, 12-12-17]. A member of EO published an opinion piece in the local newspaper to criticize the low amount of land that was designated for social housing. EO argued that at least 35% of the total land area should be reserved for social housing. EO also reached out to local politicians. 'We had talks with them. Before every council meeting we sent them our written responses to new developments' [Resident 1, Oostenburg-Noord, 23-11-17]. Thus, EO argued that more social housing was in the interest of residents, while the housing association and the municipality argued the less social housing was needed.

The reason for this position was that there were already many social housing units in the neighborhood.

When the flexible land use plan came to a vote in the municipal council, a majority of the councilors sided with EO's definition of citizens' interests of EO. This meant that the land use plan demanded that at least 20% of the land would be reserved for social housing, while the commissioner had already signed a development agreement that designated 16% of the total land for social housing. The disparity between the flexible land use plan and the development agreement was solved through an amendment to the development agreement. 'We left the development agreement for what it was, we made an amendment, and that took into account the demands of the council. This was signed by the parties [developers and municipality] and approved by the council' [Civil Servant 1, Oostenburg, 12-12-17]. The initial agreement for 16% of the total land to be used for social housing was raised to 20%. The amendment fixed one of the contradictory assumptions between EO and the developers, although EO would still have preferred more social housing.

After the flexible land use plan was adopted by the municipal council, and the amendment was signed by the parties, the Rijksvastgoedbedrijf decided to sell their land. The buyer of the land was a joint venture between the investor Stonewell and the developer VORM. VORM took the lead in negotiating and managing the project from the side of the joint venture. The tender process was not directed to deliver the interests of residents, but was primarily focused on the highest price. 'Only the price mattered. You didn't need to hand in a design, and there were no extra points for sustainability' [Consultant 1, Oostenburg, 20-02-18].

The relation between EO and the developers was hurt by the conflict over social housing. To prevent future conflict, Stadgenoot proposed to organize meetings between EO, the developers and the municipality. In exchange for their consent, EO got access to the decision-making process of Stadgenoot, VORM and the

municipality. The meetings were used by the EO to pressure the developers into aligning with their definition of citizens' interests such as using renewable energy sources, increasing the size of the housing units and building community facilities. By attending the meetings, EO and the developers started to form agreements about the performances of the parties. First of all, there was a tacit agreement about the course of action. Stadgenoot organized the meetings, and EO and the other parties could set the agenda. EO was especially concerned about the size of the apartments, the sustainability of the project and the community facilities. Secondly, a tacit agreement about citizens' interests such as the size of the apartments was formed by putting the topics on the meeting agenda. The developers were therefore encouraged to include a minimum size of the apartments into the sub-contracts to prevent the development of micro-apartments. 'We are going to look whether we can formulate rules for the land area designated for social housing, the division of the typology of the units, and the size of the units. I won't say that we will regulate it very narrowly, but we will look into it' [Housing Association Manager 1, Oostenburg, 19-12-17].

Thirdly, a tacit agreement about the citizens' interests concerning high green ambitions was formed. The developers announced that the project would use renewable energy sources. Stadgenoot already wanted high green ambitions for the project, so when EO pressed for renewable energy sources they agreed. The influence of the EO on this tacit agreement was mostly indirect, through agenda-setting. 'No, we did not listen very directly to them, but the fact that the residents were involved of course made the municipality and the housing association promise that we must do something about sustainability. And we must do something about social housing, or we would get in trouble. So only that is already influential' [Consultant 1, Oostenburg, 20-02-18]. Finally, an agreement, including a shared definition of citizens' interests, a course of action and regulations on defective performances, was made about community facilities with residents. The plan for the community facilities s proposed by

three members of EO, which was eventually declined. Stadgenoot could assist with the community center, but could not cover all the costs. So the initiative takers needed to create a plan that proved to be financially sound. Because they lacked the expertise to design a professional plan, they applied for a subsidy to get professional help. With the subsidy they got funding to hire a consultant, who helped formulate a plan that was more in line with the standards of the developers. With the improved plan, Stadgenoot agreed to sign an agreement to create the community center. In the agreement there was a condition on defective performances that stipulates Stadgenoot only supports the community facility when other parties support it financially.

In the first phase of the interactions between the neighborhood organization and the developers there were contradictory assumptions about the development process. The neighborhood organization assumed that they would be negotiating party. However, they could not claim to be the representatives of the neighborhood, so their position could be dismissed as the position of nay-sayers. Hence, the municipality and the developers signed an anterior development agreement together without the involvement of residents. The relations between the actors remained at the level of contradictory assumptions until the conflict over social housing emerged. Because of the conflict, the developers and the municipality changed their contract and added some of the terms of the residents into an amendment. Hereafter the relations changed; through informal meetings, four (tacit) agreements between the developers and the municipality were made. The informal meetings show that relations can substitute written agreements and that when the relations change, the agreements can change as well. However, residents need to claim their position in order to be accepted as a negotiating party. Notably, agreements about the design of the project, such as the public space, were made more easily than agreements on social housing.

This finding is different from most research that shows that relations complement but do not substitute written agreements (Schepker et al., 2014). EO was not involved in the negotiation of the anterior development agreement or the tender process. Thus, the notion that relations are substitution for written agreements in interactions with residents also indicates that these agreements are secondary to agreements between developers and the municipality.

Table 8: Contractual relations in Oostenburg (Author)

	(Tacit) agreement	Contract
Social housing		x
Meetings between actors	x	
Size of appartments		x
High green ambitions	x	
Community facility	x	

7.6 Neue Mitte Altona

Mitte Neue Altona is located in Altona, a popular borough of Hamburg. Altona was founded as an independent city and absorbed by Hamburg in 1937. Especially the southwest part of Altona, in which Neue Mitte Altona is located, is gentrifying and known for having a strong activist culture (Franzén, 2005). The project of Neue Mitte Altona was made possible by the decision of Deutsche Bahn (the German railroad operator) to move the railroad station from Altona to Diebsteich, which opened up the area for housing development. The land was owned by Deutsche Bahn, two other large land owners and some smaller land owners.

In order to designate the area for housing development, the municipality decided to make use of section 165 of the German building code. This section

allows government agencies to start making plans for development via the so-called urban development measure, which allows a municipality to either force landowners into negotiation about future developments or to buy the property from the landowners. This measure can only be used when there is a proven need for the public (Schmidt, 2009). Simply arguing that there is a lack of housing is not enough; there should be precise probability calculations about the development of housing and the population in the (metropolitan) area (Beck online, 2019). Moreover, the municipality needs to measure precisely what the value of the land is with and without the development (Beck online, 2019). 'So it is a very strict law. We cannot use it all the time and everywhere of course; only if you have special interests of the city, and if you have an area that will be transformed in its land usage in the coming years' [Consultant 1 Neue Mitte Altona, 15-03-18]. The proposed land use plan allowed for housing, which was very profitable as the negotiations started before the financial crisis. Thus, the landowners agreed to negotiate a development agreement. Alongside the three main landowners, three real estate investors were included in the negotiations of the development agreement.

The first step towards the development agreement was made in 2007. The Senate of Hamburg approved the start of the 'Vorbereitende Untersuchungen' or preliminary investigations that are a requirement of the urban development measure. The negotiations between the municipality and the landowners led to an agreement about the financial obligations of the parties in 2010. Residents were excluded from these talks. After the rough financial obligations were outlined, the preparation of the preliminary investigations continued. These investigations substantiated the claim that there was a public need for the development, and led to unequivocal and precise agreements among the negotiating parties on the program, financing and planning of the project. The negotiations about the preliminary investigations centered around topics such as housing, green spaces and the financial commitments of the parties.

Residents were not directly involved in the negotiation process, but the municipality organized an extensive participatory process to define the citizens' interests. Workshops, seminars and walks were organized to gather input from residents. In total more than 600 recommendations were made by residents (Freie und Hansestadt Hamburg, 2013). The masterplan of Neue Mitte Altona was created with input from residents that were part of the tender jury (without voting rights) and through the organization of workshops (Freie und Hansestadt Hamburg, 2013). The participatory process resulted in underlining the importance of the following citizens' interests: the preservation of historical buildings, having at least 20% of the housing units designated for self-build cooperatives, the realization of a public park, stimulating cycling instead of car transport, a high degree of accessibility for people with a disability, only small-scale commercial spaces and enough participation opportunities for residents (Freie und Hansestadt Hamburg, 2013). The participatory process conveyed citizens' interests, but lacked a clear course of action. From the side of the municipality there was an intention to incorporate the outcomes of the participatory process in the plans, but there was no explicit commitment.

Two citizens' groups started to play a major role in the development process. The first group was the Koordinierungsgremium (KG), which was installed by the municipality in light of the public sentiment concerning citizen participation. The municipality saw KG as an advisory board. KG organized itself according to the principles of the *Recht auf Stadt* movement. During assemblies, they formulated statements about the development project, and those statements were then discussed and voted on. The topics that were mostly voted on concerned the role of citizens in decision-making processes, housing cooperatives and social housing, space for small-scale entrepreneurs, noise control, green ambitions and a preference for mobility focused on the bike. For KG it was also important that the new neighborhood included the

Altonaer Mischung (Altona mixing) of housing units, small shops and workplaces. All meetings were transcribed live, in order to increase transparency. In total, 12 meetings were organized and 389 statements were voted on (Birzer, Brinkmann and Gessenharter, 2011). The municipality and KG had conflicting assumptions about the course of action after their recommendations were formulated. The municipality saw the recommendations as advice, while KG had assumed that its definition of citizens' interest would be fully implemented into the agreements that managed the development project.

The second group was Eine Mitte für Alle (EMfA). The main goal of this group was to make Neue Mitte Altona fully accessible for people with a disability. The non-profit organization Q8 supported the group in organizing several meetings. These meetings were well attended and resulted in a list of recommendations. 'They initiated a forum, Eine Mitte für Alle. Around thirty people came together to continuously work on the topic of inclusion and urban development especially for Mitte Altona.' [Project Coordinator EMfA 1, Neue Mitte Altona, 13-03-18]. The recommendations included citizens' interests such as the creation of fully accessible housing, job counseling for people with a disability, professional neighborhood management that is sensitive to the issues of people with a disability, high green ambitions and the need for places of worship. Those recommendations were written in contractual terms, so that they could be easily implemented in contracts. EMfA lobbied local politicians and developers in order to get their recommendations adopted.

Between April and September 2012, the preliminary investigations and the masterplan for Neue Mitte Altona were published. The KG group criticized the preliminary outcomes. 'From my point of view it was camouflage' [Activist 1, Neue Mitte Altona, 22-03-18]. In a pamphlet called 'a moratorium for Neue Mitte Altona' KG declared themselves - and the legitimacy of Neue Mitte Altona

- dead. The members of KG argued that the participatory process lacked transparency, the proposed realization of 33% social housing and 33% rent-controlled housing was too low, old users of the area could not come back, the plan on preservation of historical buildings was unclear, the development did not reflect the Altonaer Mischung, the mobility concept was not green enough and developers made too much profit (Koordinierungsgremium Mitte Altona, 2012, 2015). Some of the citizens' interests as formulated by KG were eventually included in the urban development agreement that was signed in May 2014. For example, the agreement controls the rents of shops, ensures preservation of historical buildings, establish self-build cooperatives and small scale businesses and outlines a mobility strategy focused on bikes. However, KG argued that their recommendations were watered down. For example, they wanted more than 66% rental housing in the area, since 80% of the inhabitants of Hamburg are tenants. Moreover, the urban development agreement underlined the importance of accessibility for people with disability. The formulation in the contract did not have any clarity about a course of action to achieve this. The Senate of Hamburg adopted a strategy to realize the recommendations of EMfA, but that did not include the land owners of Neue Mitte Altona. Nevertheless, there was a tacit agreement between the parties to make Neue Mitte Altona accessible for people with a disability.

Table 9: Contractual relations in Neue Mitte Altona (Author)

	(Tacit) agreement	Contract
Self-build cooperatives		x
Public park		x
Accessibility for people with a disability	x	
Preservation of historic buildings		x
Participatory process	x	
Sustainable mobility		x
Social housing		x
Small scale businesses		x

Like Oostenburg-Noord, the case of Neue Mitte Altona shows the importance of the development agreement. The negotiations of the financial obligations of the parties preceded the possibilities for residents to get involved in the decision-making process. As in the case of Oostenburg-Noord, the participatory process as organized by the municipality was criticized by a group of residents. Moreover, the ability of residents to get involved in Neue Mitte Altona was limited because of the strict legal requirements needed to make use of an urban development measure. The involvement of different organizations representing the interests of residents was more fragmented in Neue Mitte Altona than in Oostenburg-Noord. While the inputs of the participatory process of the municipality and EMfA led to tacit or (contractual) agreements, KG and the municipality did not come to an agreement. Nevertheless, it should be noted that their recommendations concerning rent control for shop owners and mobility focused on bikes were incorporated, including legal sanctions, in the development agreements. Thus compared to the case of Oostenburg-Noord, the efforts of KG resulted in more (contractual) agreements than the efforts in Amsterdam.

Like the issue of social housing in Oostenburg-Noord, KG criticized issues that had already been accepted in an agreement between developers and the municipality. Unlike the residents of Oostenburg-Noord, KG was not able to force the municipality into making adjustments in the agreements, leading to the dissolution of KG, which undermined the legitimacy of the project. EMfA was able to use the tacit agreements, like EO in Oostenburg-Noord, to enforce their goals for Neue Mitte Altona. While KG criticized issues such as the profit rates of the developers, EMfA's issues were focused on accessibility, making them more compatible with the goals of the developers. The case shows, like the case of Oostenburg-Noord, that tacit agreements can function as substitutes for contracts. The two cases show the precarious position of residents in participatory processes. They can be invited to participate, but there is often a lack of clarity on a clear course of action for how their input will be used. The way KG defined the citizens' interests was seen as advice, which significantly diminished KG's position of KG in the negotiation process significantly.

7.7 Discussion and conclusion

Contracts are increasingly used to achieve public goals. The aim of this article has been to scrutinize how contracts are manifested during participatory processes for development projects. The appeal of using contracts to deliver public goals is that they can provide context-specific solutions for local problems. This could potentially work to the benefit of residents. However, this study found that (contractual) agreements between commercial parties and/or government agencies precede the opportunities for residents to get involved. Nevertheless, agreements are not set in stone. They can be adjusted to include issues articulated by residents. Through mobilization of outside support, residents can form either tacit or (contractual) agreements with developers. Most empirical evidence suggests that relations are more complementary than substitutes for written down agreements (Poppo and Zenger, 2002; Schepker et al., 2014). Yet, most research investigates relations between businesses. This

research suggests that contractual relations between government agencies, developers and residents are predominately formed through tacit agreements. This study has four main contributions. Firstly, (contractual) agreements between developers and government agencies constrain the ability of residents to be involved in a project. This shifts the arena of public decision making from public meeting to contractual negotiations. This study showed in a detailed way the consequences of contractual governance for resident participation in urban development. Whereas participatory processes promise that residents can be involved, consequential decisions – especially concerning the exchange value of the project - are already regulated through contracts. The political and legal environment of cities influences to what extent this occurs. In Amsterdam there is less pressure from social movements to open up contractual negotiations to the public, so developers are less inclined to make (contractual) agreements with residents. This finding seems to affirm the arguments of post-political scholars.

However, secondly, this study has shown that agreements can be adjusted. This implies that contracts can be both used by municipal experts and commercial parties to consolidate power, but also by residents. This nuances the notion that contracts make contemporary planning post-political (Raco, 2015). Contracts can be politicized too. Tacit agreements in Oostenburg-Noord and Neue Mitte Altona helped to deliver outcomes of participatory processes. Therefore, the notion of post-political theory should be nuanced. Participatory processes and contracts can limit the influence of residents over their neighborhood. But when residents mobilize support from (local) media and politicians they can bend agreements towards their goals.

Thirdly, there is a divarication of positions within the negotiation process of agreements. Residents need to earn their position and their position remains precarious. Their recommendations can be dismissed as nay-saying or simply advice. Moreover, the ease of forming contractual relations is related to the profitability of developers. Agreements that relate to public space are more

easily made than agreements that relate to housing. Thus, residents that criticize how projects are financed are more likely to be excluded from the negotiation process. Moreover residents that are familiar with political processes are more likely to be able to negotiate deals than residents that lack political access.

Finally, this research suggests that tacit agreements are substitutes for more (contractual) agreements in participatory processes. This implies that studying written agreements in order to scrutinize contractual relations between developers and residents would not be sufficient. Transaction costs economics, which is the most prevalent way of studying contracts in the public sector (Schepker et al., 2014), would limit the focus of the research to transactions and opportunistic actors. Studying a wide variation of contractual relations, along the lines of relational contract theory (Macaulay, 1963; Macneil, 1980), gives a more detailed understanding of contractual governance and urban politics - especially since relational contract theory takes into account that actors operate to maintain relations and good reputations, which makes tacit agreements central to the analysis.

8. Contracting with citizens

8.1 Introduction

Cities are never finished. Construction craters and cranes dominate most urban landscapes. Planning new development projects brings large groups of actors together, whose cooperation is mediated through (contractual) agreements (van der Veen and Korthals Altes, 2011). Urban projects serve various public and private purposes: they create housing, strengthen local economies, and revitalize neighborhoods (Swyngedouw, Moulaert and Rodriguez, 2002; Fainstein, 2010; Taşan-Kok, 2010). When urban development has a public purpose, this is partly formulated through participatory processes that include non-professionals. The goal of organizing participation is to give residents influence over changes in their neighborhoods. However, city government officials and developers often draw up contracts outlining the goals of a project prior to organizing participation (Camacho, 2013). This implies that residents have only limited influence over development projects.

This study investigates development projects in which local residents were involved in negotiating contracts and agreements from an early stage in the process. These projects constitute exceptions rather than the rule, which makes them a good starting point for developing empirically supported premises about what contractual means residents can use to influence urban development. I studied four projects in total: Neue Mitte Altona and Paloma Viertel in Hamburg, and Essex Crossing and the Kingsbridge Armory in New York City. The projects shed critical light on the question of how residents can become co-negotiators of urban development contracts and agreements. They share in common the inclusion of agreements formulated by local residents, which were used to negotiate each project's main development agreement. However, the cases vary in the types of contracts or agreements used to leverage residents' interests. I study how residents' interests are incorporated

into (contractual) agreements, when they have the opportunity to negotiate (contractual) agreements in ways that they find meaningful.

Contracts are primarily studied as instruments that regulate business relations, and not as governance tools for achieving public policy goals. Research on the role of residents in drawing up contracts focuses on community-benefit agreements (CBAs) (Baxamusa, 2008; Been, 2010; Janssen-Jansen and van der Veen, 2017), which are contracts negotiated between civic organizations and developers. Research on CBAs reveals mixed results in terms of bettering communities. Some CBAs are clear with regard to they will deliver benefits to neighborhoods, while in other CBAs developers handpick the CBA's beneficiaries (Been, 2010; Camacho, 2013; Janssen-Jansen, & Van der Veen, 2017).

Furthermore, the research on contractual governance is divided on the question of whether contracts enhance or undermine democratic practices. For instance, Raco (2013) and Savini (2016) state that contracts are rigid instruments that prove inflexible when new circumstances arise. In contrast to land use plans, contracts often do not contain procedures to provide residents with the means to oppose development plans (Savini, 2016). Operational efficiency and the goals of commercial actors are privileged over democratic accountability. Moreover, contracts regulate the actions of all actors for long periods of time period but are however insensitive to new political realities (Raco, 2013). In contrast, Janssen-Jansen and van der Veen (2017) and Taşan-Kok et al. (2019) note that contracts can be used for public purposes and to increase accountability. Contracts can give residents more opportunities for shaping projects than land use plans because the latter are mostly bound to physical infrastructure (Janssen-Jansen and van der Veen, 2017). Moreover, contracts are often focused on regulating the performance of the contracting parties, but they may also be used to enforce democratic accountability (Taşan-Kok et al., 2019).

For the purpose of this study, I use relational contract theory to understand agreements. Relational contract theory defines contracts as relations among actors that are engaging in or plan to engage in an exchange in the future (Macneil, 1980). Since contracts are embedded in relations, this implies that when relations change, agreements between parties can also change (Macneil, 1980; Granovetter, 1985). However, the complexities of relations among actors cannot be captured by only focusing on contracts (Granovetter, 1985). These are regulated through agreements that are more or less contractual, and more or less legally binding (Macaulay, 1963). Especially in the case of urban development projects, which are long-term projects, new agreements can complement or take the place of (parts of) contracts. Thus, after developers and government agency officials have signed a contract, a new agreement with residents can alter the direction of the development process. Relational contract theory provides a framework that accounts for both agreements that are legally binding and agreements that are not. Since the aim of this study is to investigate various forms of agreements that are co-negotiated by residents, a broad definition of agreements and contracts is useful. Moreover, since I study projects in two different states, I focus on how contracts govern relations, rather than on doctrinal traditions regarding contracts.

All contracts are agreements, but not all agreements are contracts (Smits, 2014). An agreement does not entail an explicit commitment, but can be seen as an assurance that an exchange will take place (Smits, 2014; Eisenberg, 2018). The assurance can be quite robust, since breaking agreements may be considered morally wrong. Breaking an agreement can cause harm to an actor's reputation, thus affecting future opportunities for cooperation (Poppo and Zenger, 2002). A damaged reputation is harmful because trust among the parties of an agreement is often more important than the existence of a contract that enforces commitments (Macaulay, 2003; Poppo, Zhou and Li, 2016). However, breaking an agreement does not have legal consequences. For

example, inviting your partner to dinner, and not showing up, could result in a relationship crisis. However, breaking this promise will not result in a court case (Smits, 2014). The same goes for non-binding agreements in urban development. Breaking a non-binding agreement can result in political problems or damage to one's reputation, but will not have legal consequences. Contracts are agreements that include legal sanctions, and are thus enforceable (Macaulay, 1963; Smits, 2014; Eisenberg, 2018). Breaking them can result in litigation. When residents and developers have signed a contract with each other, the residents have the option to sue the developers in case of non-performance. In the four cases in my study, written agreements among residents concretized the needs, desires, and ideas of the neighborhood. These "neighborhood agreements" were then used to draw up agreements or contracts between residents, government agencies, and developers.

In the next section, I review the literature on the capacities (contractual) agreements have. Afterwards, I outline the methodology I used and describe the cases to which I applied it. Next, I compare the cases based on their benefits to their respective neighborhoods, planning, monitoring, and flexibility. Finally, in the discussion and conclusion, I summarize and reflect on my findings.

8.2 Contractual capacities

In order to understand the importance of (contractual) agreements, I make use of the work of Smith (2001) on texts and institutions. As Smith (2001, p160) notes, texts provide a standardized way to coordinate the actions of actors in multiple spaces and at different times. Texts can mediate and regulate actions because they are recognizable to different actors across different situations. While texts may be variously interpreted, they guide actions in a specific direction (Smith, 2001). Therefore, texts are instruments that organizations can use to institutionalize the actions of their members. Although agreements are not necessarily texts, the same logic can be applied to them as well. The terms

of agreements are reproduced in policy documents and land use plans. Across multiple sites and in different situations, they coordinate the actions of actors towards a desired future. Agreements provide scripts that limit the future activities of actors connected to a project. Since contingencies can emerge, those limitations are not definitive. However, the more rigid the agreement, the more restrained are future activities. This is not necessarily useful because long-term projects are necessarily complex. Thus, it would be beneficial to enlarge the scope of contracts to include options for future activities. The capacity that agreements have to frame the future by restricting or permitting actions across time and space sets them apart from policy documents and land use plans. Policy documents are aspirational and lack the ability to control activities. By contrast, land use plans can restrict activities significantly. However, they lack the capacity to account for contingencies. While certain aspects of land use plans can be negotiated, depending upon the jurisdiction, agreements are then used to negotiate those aspects.

Schepker et al. (2014) and Faems (2008) note that contracts that regulate complex projects have three ways of shaping actors' interactions. First, contracts consist of parts that safeguard, coordinate, and adapt mechanisms (Faems, 2008; Schepker et al., 2014). Safeguarding restricts and protects the rights of the contracting parties and relates to terms in a contract that outline what happens in case of non-performance. These terms can contain legal sanctions. Because legal sanctions do not evolve along with the relations among parties, they constitute a more structural than relational attribute of a (contractual) agreement. (Faems et al., 2008). Second, the coordinating mechanism of a contracts organizes how the exchange it governs among the contracting parties is performed. It relates to the parts of a contract that outline a project's goals, the roles and responsibilities of the involved parties, and the process for monitoring all of these (Argyres and Mayer, 2007; Schepker et al., 2014). Third, a contract's adapting mechanism establishes protocols for

contingencies. Thus, it refers to the parts of the contract that specify what happens in the case of unforeseen events. These can include terms for renegotiation, unanticipated circumstances, and legislative changes (Faems, 2008; Brown, Potoski and Van Slyke, 2009; Van den Hurk and Taşan-Kok, 2020).

Van der Veen and Janssen-Jansen (2017) distinguish sets of values that can be used to guide the negotiation processes of agreements co-designed by residents, such as CBAs. CBAs should be studied by scholars based on their democratic inclusiveness. This entails that outreach to neighborhoods should be organized in a way to reach the broadest possible coalition of community groups. Since community groups tend to be very diverse, rigid requirements for membership in negotiation teams is inadvisable (Baxamusa, 2008). In some cases, developers cherry-pick community groups with which negotiate the CBA. This results in CBAs that are considered by scholars and public opinion unfair towards the neighborhood as a whole (Been, 2010; Janssen-Jansen, & Van der Veen, 2017). Next, it is crucial that the promises made to residents are clearly formulated and be enforceable. One way to address this is to create oversight committees that can oversee the implementation of CBAs (Baxamusa, 2008). Moreover, residents should have clear ways to hold accountable the organizations that coordinate the benefits the neighborhood receives (Janssen-Jansen, & Van der Veen, 2017). This implies that the duties of the parties should be clearly formulated, and the responsibilities of all parties made evident. For example, when developers promise to invest in a neighborhood, it should be clear which groups will receive the funding, and when they receive the money (Janssen-Jansen & Van der Veen 2017).

According to Taşan-Kok et al. (2019), contracts can be used to enforce accountability, as incentive-based, performance-oriented, management-oriented or democratic-accountability mechanisms. As incentive-based accountability mechanisms, contracts specify legal fines, penalties, or bonuses the parties to them receive (Taşan-Kok et al., 2019). In terms of performance-

oriented accountability, they establish the means for reaching project goals and the protocols for parties to report to each other, and the bases for monitoring the performance of all the parties (Taşan-Kok et al., 2019). As management-oriented accountability mechanisms, they prescribe how cooperation and communication among parties is organized. Finally, contracts' democratic accountability mechanisms outline how residents are involved, while guaranteeing transparency and legitimacy with regard to non-contracting parties and external communications (Taşan-Kok et al., 2019).

To summarize, contracts and agreements are mechanisms that coordinate the actions of actors with regard to a desired future. Contracts and agreements are embedded in relations, with terms that can be adjusted or differently interpreted over time. In this study, I refer to the terms in contracts and agreements that articulate the benefits to a neighborhood as neighborhood benefits. These neighborhood benefits are formulated by residents through participatory processes. The terms that make up the neighborhood benefits are comparable to Janssen-Jansen and van der Veen's (2017) inclusiveness and democracy value, and Taşan-Kok et al.'s (2019) democratic accountability. The sections in a contract that outline how parties are supposed to cooperate I call the terms for planning and monitoring. In those sections, the parties agree upon how to organize the realization of the benefits to a neighborhood. The planning and monitoring terms are comparable to Faems (2008) and Schepker et al.'s (2014) coordination mechanism, Janssen-Jansen and van der Veen's (2017) transparency and accountability value, and Taşan-Kok et al.'s (2019) performance- and management-oriented accountability. Flexibility refers to the potential for (contractual) agreements to adjust to new circumstances. For example, a contract outlines that the developer will build shops, but the demand for shops declines. Does the contract allow the parties to switch to developing housing instead of shops? This term is comparable to Faems (2008) and Schepker et al.'s (2014) adaptation. Lastly, I compare how residents can compel

the fulfillment of promises through an agreement's enforceability—those sections that outline what fines or incentives exist related to realizing neighborhood benefits. Enforceability is comparable to Faems (2008) and Schepker et al. (2014)'s safeguards, Janssen-Jansen and van der Veen's (2017) enforceability and Taşan-Kok et al.'s (2019) incentive-based accountability.

8.3 Methodology

For this study, I investigated development projects in two cities: Hamburg and New York. In Hamburg, the projects were located in Neue Mitte Altona and Paloma Viertel. The development of the project Neue Mitte Altona began in 2014, and the project of Paloma Viertel is slated to start in 2021. In New York City, I studied the projects at Essex Crossing and the Kingsbridge Armory. The construction for Essex Crossing started in 2015. The agreement for the Kingsbridge Armory was signed in 2013. However, the developer has had difficulty raising capital for the project. Thus, at the moment of writing, the development has not yet started.

The cases are selected because they are critical (Flyvbjerg, 2001), regarded as 'good examples' of successful participatory processes. Part of the participatory process in Neue Mitte Altona was named a best practice by UN Habitat (United Nations, 2016). Paloma Viertel constituted, according to Archdaily, a case study of collaboration between the community and developers (Gintoff, 2015) and praised by news outlets such as Die Zeit: "The project gained national renown as a groundbreaking example" (Twickel, 2020). The New York Times praised the Essex Crossing development, stating it "heals a civic wound" (Kimmelman, 2019) as did Citylab in "Why Essex Crossing is Model Mega-Development" (Russel, 2019). There are several development projects in New York with CBAs, but the Kingsbridge Armory one is considered the only one that is transformative (Stein, 2019).

My research consisted of interviews with 51 key actors—26 in Hamburg and 25 in New York City—with members of community organizations and government

agencies, as well as developers. In addition, I examined the respective project contracts to understand how they aimed to deliver the outcomes of participatory processes.

This study does not aim to generalize. Its aim rather is to show that (contractual) agreements emerge based on the outcomes of participatory processes. In addition, I want to demonstrate that there are various contractual forms in which neighborhood benefits can be embedded. While research has been done on CBAs, other contractual forms are salient as well. For instance, the agreement for Neue Mitte Altona is a development agreement between the municipality, property owners, and investors. The agreement for Paloma Viertel is also a development agreement between the property owner and the municipality, but with strong references to guidelines for development that are defined by residents, as well as responsibilities for representatives of the neighborhood. The agreement for Essex Crossing is a request for proposal (RFP), which was formulated by government agencies with strong reference to guidelines defined by residents and the role of the community board. The agreement for the Kingsbridge Armory is a CBA, negotiated and signed by a developer and community organizations. I compare these (contractual) agreements based on their terms concerning neighborhood residents, planning, monitoring, flexibility and enforceability.

8.4 Critical cases in Hamburg

Urban development in Germany is regulated through restrictive land use and site development plans (Schmidt, 2009). Land use plans in Germany are legally binding to all parties and designed with input and comments from and reviews by all affected parties—including government agencies, commercial parties, and residents (Schmidt, 2009). The city council of Hamburg needs to vote on any changes to land use plans.

Along with land use plans, German municipalities have two other planning instruments employed in steering development; development measures and development contracts. Development measures are a special regulation in German planning law that designate areas for the use of the public good. This makes it possible to force property owners to cooperate with municipalities in order to develop particular areas, although the requirements for using a development measure are stringent (Beck online, 2019). Development contracts are meant to realize objects in the municipality with regard to spatial planning and to come to financial agreements among various parties (Beck online, 2020). These instruments provide municipalities with more flexibility concerning development than development measures but are still regulated by law.

The aim of Germany's planning instruments is to create equal and fair living conditions for residents from all regions (Waterhout, Othengrafen and Sykes, 2013), spurred by Germany's reunification in 1990. In practice, spatial policies consolidate segregation. Government actions pertaining to "problematic neighborhoods" is directed towards social mixing (Gruner, 2010), the goal of which is to prevent the concentration of disadvantaged citizens in specific neighborhoods. Nevertheless, instead of overcoming segregation, these policies often reinforce (racial) segregation processes (Gruner, 2010).

8.4.1 Neue Mitte Altona

Neue Mitte Altona is a large development project planned in Hamburg. The area became suitable for the development of housing and retail because the German railway operator, Deutsche Bahn, decided to relocate the city's train station. The area is located in between the gentrified neighborhood of Altona and the city center, which makes it prime real estate. The development is supposed to consist in total of 130,000 m², with 30,000 m² for retail, small businesses, and parks. The rest of the area is allocated to create 1,600 housing units.

In order to develop the area, the municipality made use of a development measure. This meant that property owners and the municipality agreed upon the outlines of the project, consisting of agreements mainly concerning financial obligations and risks, before residents could become involved. The municipality organized an extensive participatory process with more than 600 contributions from residents (Freie und Hansestadt Hamburg, 2013). These contributions were used to draw up a (contractual) agreement between the city and the developers. Cooperation with the Q8 group, which represents people with disabilities, resulted in a plan to make Neue Mitte Altona barrier-free. Q8 developed a set of 30 recommendations, written in contractual terms, as the basis for their negotiations with the municipality (Q8, 2015). Despite the many opportunities for participation in the development process, the project was also heavily criticized by activists and in the media. In particular, the agreements between the property owners and the municipality concerning financial risks and obligations were condemned. One group involved in the participatory process withdrew its support for the project in protest (Koordinierungsgremium Mitte Altona, 2012, 2015).

8.4.2 Paloma Viertel

The Paloma Viertel will be a mixed-used development in Hamburg. The project is located in St. Pauli, a neighborhood known for its working-class history, activism, and red-light district. The project aims to make use of 2,500 m² for small businesses and cultural organizations, followed by 200 housing units. Before the site became a development project, it was a social housing complex with shops. People referred to the area as “Esso-Hauser” because an Esso gas station was located in the complex. Hamburg’s Right to the City (Recht auf Stadt) movement demonstrated against the building’s demolition. However, since the building was on the brink of collapsing due to a lack of maintenance, the municipality decided to evacuate its residents and demolish it. There was a great deal of public frustration regarding the municipality’s decision.

Consequently, the city invited a group of residents, PlanBude, to be responsible for organizing the participatory process. PlanBude consisted of social workers, architects, planners, and academics, all of whom had a strong connection with St. Pauli. Moreover, the group received support from the influential left-wing Right to the City movement (Vogelpohl and Buchholz, 2017). PlanBude was responsible for the participatory process and summarized the outcomes in the St. Pauli Code (PlanBude, 2015), the agreement regarding neighborhood benefits. PlanBude were also negotiators in the development agreement between the city and the developers.

8.5 Critical cases in New York City

New York City's planning system is complex and fragmented. Land use plans and zoning regulations are the municipality's main steering instruments. Changes in land use plans need to be confirmed through a public reviewing process, called the Uniform Land Use Review Procedure (ULURP) (Angotti, 2008). In the ULURP process, community boards, which are advisory committees that represent 59 New York City districts, can provide opinions about proposed changes to land use. Board members are supposed to represent the residents, entrepreneurs, and activists in a district. They are not elected but appointed by the borough president and the city council member representing a specific district (Angotti, 2008).

After a community board has submitted its proposal, the borough president reviews it, and then the City Planning Commission votes on it. After the City Planning Commission has voted on the proposal, the city council has can vote on the proposal. The mayor has the power to veto any proposal.

Despite the extensive ULURP process, New York is a patchwork of different legal regulations that allow private parties to circumvent public control. There are zoning plans, called as-of-right development, that allow for development without public review (Marcus, 1984); transferable development rights that can circumvent public control (Been and Infranca, 2013); inclusionary zoning that

allows for development in exchange for building affordable housing (Stabrowski, 2015); preservation of historic districts through public-private partnerships (Guinand, 2020); and Business Improvement Districts (BIDs) that privately manage public services in large parts of the city (Armstrong et al., 2007; Zukin et al., 2009).

In the US, fragmentation of the planning system has allowed and promoted racial segregation (Rothstein, 2017). The practice of red-lining and the process of gentrification have created vast inequality along race and class lines in New York, and elsewhere (Angotti, 2008; Freeman, 2019).

8.5.1 Essex Crossing

Essex Crossing is a large urban development project on New York's Lower East Side. The project is slated to create 32,500 m² of office space, 27,500 m² space for retail, a park with an area of 9,250 m², and 1,000 housing units. The location was kept undeveloped since 1967. The site contained a public housing complex that was demolished. The municipality promised the tenants that they would be able to move into the new development; however, the development has been postponed for decades. This displaced the old inhabitants of the public housing complex. Political contestation over the area prevented plans from being realized. Especially because Speaker for the New York State Assembly Sheldon Silver, who represented the district since 1977, blocked the plans that included affordable housing. The gridlock was broken open after local activists and community organizations started to cooperate to design a development plan. Through an extensive participatory process, they outlined an agreement of neighborhood benefits. Partly as a result of pressure from the media, the municipality decided to start negotiating with residents. Meanwhile, Sheldon Silver was arrested and convicted on corruption charges. The negotiations between the municipality and residents resulted in an RFP that included the outcomes of the residents' participatory process.

8.5.2 Kingsbridge Armory

The Kingsbridge Armory project would redevelop a former armory into the world's largest ice-skating rink. The armory is located in the Northwest Bronx. An older plan proposed developing the armory into a shopping mall. The borough president, Rubén Díaz Jr., vetoed this plan because he feared that it would lead to gentrification and the displacement of local businesses. The plan to develop an ice-skating center was not uncontroversial; residents in the neighborhood did not have a strong connection to ice skating. However, the plan was designed in such a way that local businesses and residents might benefit from the investment. The developer signed a community benefits agreement (CBA) with local organizations. The CBA included agreements to invest some of the profits in the neighborhood, provide living wages for employees, and procure from local entrepreneurs.

The CBA was signed in 2013, but construction has yet to start. The developer struggled with finding investors in the project. In 2017, the governor of New York State provided significant investment in the project. Nevertheless, as of this writing, the developer is still seeking investors.

8.6 Neighborhood benefits

Neighborhood benefits are the contractual promises to local residents that can range from building community facilities to implementing energy grids to rent control. In this section, I compare the neighborhood benefits written into the contracts of each of my case studies (see Table 10).

Table 10: Neighborhood benefits (Author based on CBP for KNIC (2013), Seward Park Mixed-Use Development RFP (2013), Städtebaulicher Vertrag "Mitte Altona" (2014) and Städtebaulicher Vertrag Paloma-Viertel (2018))

	Neue Mitte Altona	Paloma Viertel	Essex Crossing	Kingsbridge Armory
Housing Mix	33% social housing, 33% rent-controlled housing, 33% free market housing; of these 20% housing cooperatives	40% social housing, 40% free market, 20% housing cooperatives (70% subsidized)	50% affordable housing, rent stabilization for affordable housing units	
Commercial Space	Rent control for small shops (1,200 m2 and under)	Rent control for cultural organizations, 24-hour shop, Local supermarket/ Drugstore	Essex Street Market	Mentoring program, Technical assistance, Small business incubator, Grant program, Free internet, Local procurement plan (25-51% local procurement)
Public Space and Transportation	Public park (1.3 million euro) Traffic calming (2.5 million euro) Barrier-free accessibility	Extensive use of the surface of buildings Design of facades	Public park Design principles	Incentivizing public transportation
Public Facilities	State-subsidized daycare (300 children) Public school		Public school Community facility	Developing and building out community space (rent is \$1/year for 99 years) Public school
Sustainability	Preference for sustainable and affordable energy			Creation of renewable energy scholarship, Green action plan, Waste management program, The developer will use LEED silver as a building standard.
Jobs			MWBE Utilization plan 50% of new permanent jobs for the target population; 40% will be promoted to a higher paid job.	20%-40% full time Living wages Job training 25% of construction jobs to target population

Additional Priorities	Housing for reintegrating people	Former tenants have priority; No conversion to condominiums. Construction deadlines.	Former tenants have priority; Dormitory housing is prohibited; Partnerships with local organizations; Affordable housing will be developed from the start.	Developers to invest \$8 million + yearly 1% of annual gross ice rink rental revenue up to \$25 million, plus 2% annual gross ice rink rental revenue exceeding \$25 million in community; Priority access for community.
-----------------------	----------------------------------	--	--	---

Except for the one at the Kingsbridge Armory, the projects all contain agreements that address housing. There is a striking difference between the cases from Hamburg and New York. Essex Crossing has 50% affordable housing. Affordable housing in New York means housing for both low-and middle-income groups. In Essex Crossing, 20% of the housing units are designated for tenants earning 60% of the median area income. This is in contrast with Neue Mitte Altona and Paloma Viertel, which will provide 33%-40% social housing.

Moreover, Neue Mitte Altona and Paloma Viertel both have rent-control for small shops and cultural organizations. Paloma Viertel and the Kingsbridge Armory have the most articulated plans for boosting local small businesses. For instance, Paloma Viertel aims to realize a ‘subculture cluster’ and create spaces for businesses that were housed in the old complex. The CBA for the Kingsbridge Armory includes plans to create small business incubators, a mentoring program, and a local procurement plan, among other agreements. Both agreements contain precise terms on how local small businesses will profit from the development.

Both Paloma Viertel and Essex Crossing refer to design principles that are the outcomes of participatory process. During the participatory process it became clear that residents found it important that the design of the project resembled the local culture. The terms that regulate public space are the most specific in the case of Paloma Viertel. That contract is designed around the different

components of the construction with detailed terms regarding how public space should be designed and maintained. This is quite complicated since the design contains a climbing wall and a skating park on the roof of the complex. The contract regulates that between 7 AM and 10 PM, the public space should be open to the public and that a neighborhood organization or a third party should manage it.

Neue Mitte Altona, Essex Crossing, and the Kingsbridge Armory all include space for the development of a public school; Neue Mitte Altona also provides for daycare facilities and aims to make its public space barrier-free for people with a disability. The community organizations involved in the Kingsbridge Armory project secured the ability to rent community facilities for 99 years for \$1 dollar/ year. The Neue Mitte Altona plan outlines a preference for sustainable and affordable energy, while the Kingsbridge Armory one is quite precise in its green ambitions. The developer is obliged to articulate a green action plan and a waste management program to the community. Moreover, LEED (leadership in energy and environmental design) standards will be used in the project.

The New York cases also contain detailed descriptions of how neighborhood residents should receive employment from the development. There are quotas for construction and retail jobs allocated to residents. The CBA for the Kingsbridge Armory ensures that employees would receive living wages and have the opportunity to be hired full time. Moreover, both in the agreement for Essex Crossing and the CBA of Kingsbridge Armory there are plans in place that would promote companies that are minority- or woman-owned business enterprises (MWBES). The Paloma Viertel and Essex Crossing CBAs stipulate that former, displaced tenants have priority in receiving housing. In the case of Essex Crossing an organization, tenants have been displaced since 1967. The neighborhood organization SPARC therefore searches for former tenants and helps them through the application procedure for affordable housing.

The CBA for the Kingsbridge Armory has a long-term commitment to invest in neighborhood organizations. The developer is obliged to invest \$8 million, plus

1% of the annual gross ice rink rental revenue (up to \$25 million) each year, plus 2% of the annual gross ice rink rental revenue exceeding \$25 million to neighborhood organizations. This ensures that neighborhood organizations will benefit from the development long after construction is completed.

8.7 Planning, monitoring, and flexibility

The analysis of the planning, monitoring, and flexibility mechanisms shows different approaches to manage the relations of the contracting parties (see Table 11).

Table 11: Planning, monitoring, and flexibility (Author based on CBP for KNIC (2013), Seward Park Mixed-Use Development RFP (2013), Städtebaulicher Vertrag "Mitte Altona" (2014) and Städtebaulicher Vertrag Paloma-Viertel (2018))

	Neue Altona	Mitte Paloma Viertel	Essex Crossing	Kingsbridge Armory
Involvement of Residents in Planning	Park	The entire process	Selection of proposal	Green action plan, Design, Community facilities
Monitoring	Accessibility for people with a disability, Housing for reintegrating people	Design, The entire process	Taskforce	Hiring employees, Contracting construction, Procurement, Equal access to stadium for all genders
Flexibility				Hiring, Contracting construction, Procurement

The agreements were all signed by developers or government agencies; neighborhood organizations only signed the Kingsbridge Armory CBA. However, both the agreements of Paloma Viertel and Essex Crossing refer often to principles that were formulated through participatory processes. As to delivering on the outcomes of the participatory process, Neue Mitte Altona's

agreement is the least specific. Its only explicit agreement concerns how the park will be designed in cooperation with residents. Neighborhood organizations' role in the planning is more explicitly formulated in the agreements regarding Paloma Viertel and Essex Crossing than in the two other places. PlanBude, representing the interests of residents, is involved in all future steps for developing Paloma Viertel. For example, the property owner is obliged to sell the land of the subculture cluster and the housing cooperatives to a purchaser PlanBude and the municipality of Hamburg select. This contingency ended up delaying the development of the project. The property owner could not find a purchaser who wanted to buy the land because the subculture cluster and the housing cooperatives will be under rent control. In the end, the municipality of Hamburg bought the land to prevent further delays in the project. Members of PlanBude are also part of the design advisory board, which will have oversight on all design decisions.

In Essex Crossing, the community board was involved in selecting the proposal for development. It can comment upon and recommend proposals, but the municipality has the final say. However, the final proposal for Essex Crossing was selected along the lines of the outcomes of the participatory process. The community board, the municipality, and the developers have held regular meetings to monitor the progress of the project. This is not explicitly outlined in the request for proposals, thus making all the more apparent the importance of partnerships with neighborhood organizations.

The Kingsbridge Armory agreement is the most detailed concerning the planning role of neighborhood organizations. The developer is obliged to work with residents in integrating native plants and developing storm water management; ensuring that the design reflects the culture of the Northwest Bronx; guaranteeing community use of the ice-skating rinks and accepting responsibility for training all employees, contractors, and tenants in the green action plan.

Promised benefits to neighborhoods are monitored through various methods. In Neue Mitte Altona, evaluations of the mobility plan, the achievement of accessibility for people with a disability, and the success of reintegration of former residents into new housing will take place. In Paloma Viertel, the design advisory board monitors the architectural designs. At Essex Crossing, a community board taskforce will continue its partnership with the municipality. The Kingsbridge Armory project has the most robust monitoring opportunities for neighborhood organizations. The developer and tenants need to provide a report each quarter on the hiring of employees. Each employer must likewise provide information on and results of local procurement processes. When employers fail to reach the targets set for local hiring or procurement, they are required to develop an action plan.

The agreements regarding Neue Mitte Altona, Paloma Viertel, and Essex Crossing do not specify clearly how to deal with contingencies. Therefore, they do not allow for much flexibility with regard to delivering on the promises the developers have made to those neighborhoods. The Kingsbridge Armory agreement obliges both the developer and employers to come up with action plans when they fail to perform their obligations. The action plans need to be approved by the neighborhood organization. This mechanism gives the involved parties opportunities to adapt to unforeseen events.

8.8 Enforceability

The agreements for Neue Mitte Altona, Paloma Viertel, and the Kingsbridge Armory all include enforceability mechanisms to ensure the interests of residents (see Table 12).

Table 12: Enforceability of Contracts (Author based on CBP for KNIC (2013), Seward Park Mixed-Use Development RFP (2013), Städtebaulicher Vertrag "Mitte Altona" (2014) and Städtebaulicher Vertrag Paloma-Viertel (2018))

	Neue Altona	Mitte	Paloma Viertel	Essex Crossing	Kingsbridge Armory
Contract Enforceability	Neighborhood management, Daycare, Park, Mobility goals		Management of public space, Housing cooperatives, Housing or construction		Local hiring, Funding neighborhood benefits, Procurement

For both development projects in Hamburg, the agreements include specific legal sanctions, while the agreement for the Kingsbridge Armory refers to the option of seeking remedy through the courts. In the case of Neue Mitte Altona, the municipality can fine the developers if they fail to create daycare facilities, realize the mobility concept, or allow for neighborhood management. Moreover, 1.3 million euros will be transferred to the municipality to fund completion of the park, which will be designed in cooperation with residents at the same time the housing units are completed. In Paloma Viertel, a neighborhood organization or third party is supposed manage the complicated design of public space. If the property owner fails to allow a neighborhood organization or third party to manage these obligations, the owner will have to formally explain the failure to perform this obligation to the municipality. Moreover, the owner have to forge a new agreement with the municipality. When the obligations concerning

housing or construction deadlines are not met, the owner will be financially penalized.

If the developer or businesses renting space in the renovated Kingsbridge Armory fail to act according to the procurement, hiring, or green action plans, the neighborhood organization can seek remedy through the court system. The terms of the Kingsbridge Armory CBA are thus more flexible than those for the projects in Hamburg. The penalties of the Kingsbridge Armory CBA are based on action plans that will be developed should the parties fail to perform their obligations, which need to be approved by the neighborhood organizations. This arrangement provides time for the involved parties to adapt to new circumstances before legal steps are undertaken.

8.9 Discussion and conclusion

Most agreements in urban development are negotiated between city governments and developers with little involvement from residents. While agreements are increasingly used as governance tools to achieve public policy goals, there is not much research on the variety of agreements residents of areas under development use to achieve their goals. For this research project, I studied four 'black swan' agreements co-negotiated by residents. My focus is on how contracts govern the relations of actors and incorporate the outcomes of participatory processes in (contractual) agreements. I have compared four key aspects of agreements: planning, monitoring, flexibility, and enforceability. At the planning stage of development contracts, residents can be involved as individuals or as neighborhood organizations. In the case of Neue Mitte Altona, the development contract outlines how individual residents will be selected to design a park in the area. In the other cases, neighborhood organizations were appointed to help plan projects. These organizations were also the negotiators in the (contractual) agreements for developing their neighborhoods. Project monitoring is ensured through promises of reports delivered by the developer or by installing an oversight committee. Reports are used to evaluate the

fulfillment of neighborhood benefits, for example, success in promoting green forms of mobility. Oversight committees are responsible for holding the developer accountable. In the case of the Kingsbridge Armory, both approaches were combined, making the CBA for the Kingsbridge Armory also the most flexible. If the commercial parties are unable to deliver upon their promises, they are obliged to develop an action plan that must be approved by a designated neighborhood organization. If they fail to deliver upon the promises made in the action plan, legal sanctions are available. This allows for more flexibility in the case of the Kingsbridge Armory project than in the other cases, for which legal sanctions are available, but no opportunities to adjust to the circumstances to changes over time.

Table 13: Means of incorporating participatory process outcomes into (contractual) agreements
 Author based on CBP for KNIC (2013), Seward Park Mixed-Use Development RFP (2013), Städtebaulicher Vertrag "Mitte Altona" (2014) and Städtebaulicher Vertrag Paloma-Viertel (2018))

	Neue Mitte Altona	Paloma Viertel	Essex Crossing	Kingsbridge Armory
Agreement Type	Development agreement	Development agreement (negotiated by neighborhood organization)	Request for proposal	Community benefit agreement
Planning	Individual residents involved	Neighborhood organization (PlanBude)	Neighborhood organization (Community board)	Neighborhood organization
Monitoring	Reports	Committee	Committee	Reports and committee
Flexibility	-	-	-	Reports and committee
Enforce-ability	Structural	Structural	-	Relational

This article contributes to understanding the various contractual forms available to residents seeking to incorporate their goals in urban development projects in their neighborhoods. Contracts are criticized as rigid or undemocratic tools (Raco, 2013; Savini, 2016), but also praised as ways to enhance transparency and accountability (Janssen-Jansen, & Van der Veen, 2017; Taşan-Kok et al., 2019). In this study, departing from a model that examines only one kind of contract, I compared a development agreement, a development agreement directly negotiated by a neighborhood organization, a request for proposal, and a CBA. Moreover, I investigated how the residents' interests can be incorporated in (contractual) agreements, when residents have the opportunity to negotiate (contractual) agreements in a meaningful way. The cases I examine are exceptions rather than the rule, but two premises can nevertheless be postulated from them.

First, contracts can be used to create transparency in development processes. The agreements make clear what occurs when residents provide input regarding how they would like to see their neighborhoods developed through participatory processes. Second, agreements can be used as accountability mechanisms. Each agreement examined here included means for monitoring the progress of development projects and included legal sanctions. Through these mechanisms, neighborhood organizations and residents can hold developers accountable to their promises. These conclusions are not an explicit endorsement of the usefulness of agreements, but rather reveal the usefulness of scrutinizing agreements related to urban development. Rather than viewing contracts solely as tools of the private sector, we can investigate them as governance tools. Future research should explore this further, and also examine whether, when pushed to do so, residents use the options that agreements provide for litigation.

PART III: TO CONTRACT OR NOT TO CONTRACT

In the last part of the dissertation, I compare the different case-studies and present the main findings of this research. In chapter nine, I analyze the changing logics of participation and in chapter ten I discuss whether contracts reflect or change the political and social systems in which they are embedded.

9. Logics of participation in Amsterdam, Hamburg, and New York

The main question of this dissertation was how the outcomes of citizens' participation are incorporated into contracts and agreements when residents are co-negotiators. In this chapter I summarize my main findings on how different logics shape participatory processes and reflect on the new boundaries and inequalities created through participatory processes.

Since the 1960s, cities in Western Europe and North America have been experimenting with citizens' participation in urban development. The general aim has been to give citizens more influence over policy. Although the precise logic of participation varies from project to project, similar tendencies are observable during certain time periods. In **chapter 3**, I argued that participation and planning consultants help to circumvent the tensions between development projects' need for public legitimacy and the goals of developers. The capitalist-democracy contradiction is administered by organizing participation and hiring consultants to construct compromises.

As I noted in the introduction, my research focused on three logics underpinning participation. The civic logic aims to empower citizens through organizing democratic procedures and the use of legislation to realize public goals. Actors appealing to the civic logic invoke the "common will of the people" to justify their actions (Boltanski and Thévenot, 2006, pp. 185–193). The market logic aims to foster economic growth through competition. Participation is organized as market research and portrays the citizen as a customer. Actors appealing to the market logic justify their actions in terms of efficiency (Ibid., pp. 193–203). The entrepreneurial logic directs actors to innovate, collaborate and start new projects. Citizens are stakeholders in solving societal problems.

Actors appealing to the entrepreneurial logic justify their actions in terms of innovation (Boltanski and Chiapello, 2005, pp. 373–408).

9.1 Logics in municipal policies

While the organization of participation varied from project to project, municipal policies often set out the parameters. In this section, I outline the logics used in municipality-wide policies in Amsterdam, Hamburg and New York. The descriptions of citywide municipal policies are limited to the administrations in power during the main events of the projects I studied (ca. 2007-2016).

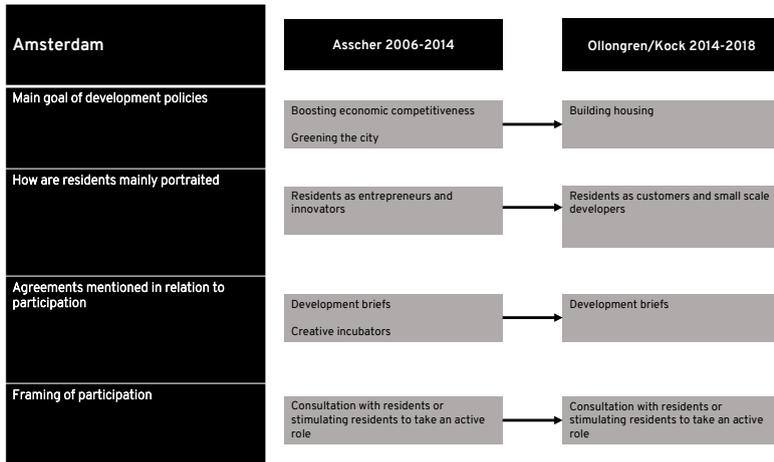
In Amsterdam, the labor party-led Asscher administration advanced a comprehensive spatial vision for urban planning. The strategic document Economically Strong and Sustainable (Gemeente Amsterdam, 2011b) outlined plans to make Amsterdam economically competitive and to invest in high quality housing and in the city's greening. The role of residents in urban development – who were presented as eager to take active roles in new projects (Ibid., p. 18) – was justified through the entrepreneurial and market logics. The spatial vision promoted the idea of incremental urban development, supported by creative entrepreneurs and residents acting as small-scale developers. Thus, along the line of the entrepreneurial logic, participation needs to stimulate an active role of residents in the development process. In the document “leidraad participatie”, the municipality and housing associations described how participation should be organized in urban renewal projects by appealing to the market logic. Residents were mostly portrayed as end-users of the neighborhood and development projects (Volkshuisvestingsoverleg, 2010, p. 14). The document advises participation in every phase of a development process, but without giving citizens co-decision power. Participation is organized to build support for urban renewal and streamline the development process (Volkshuisvestingsoverleg, 2010, p. 5).

The next administration, Ollongren/Kock, was politically more centrist. Many development projects ground to a halt during the economic crisis, adding to Amsterdam's housing shortage. Ollongren/Kock thus relied more on the market logic than the entrepreneurial logic in their planning decisions. The experience of the crisis inspires an adaptable development strategy "responsive to economic changes" (Gemeente Amsterdam, 2016b, p. 4). The development of housing was considered more important than participation "In order to flexibly respond to changing market demands, we need to offer a diverse set of development locations" (Gemeente Amsterdam, 2016b, p. 23). Although the city still created opportunities for residents to act as developers (Gemeente Amsterdam, 2016b, p. 23).

As land is mostly publicly owned and leased for private use, the municipality of Amsterdam has a great deal of control over urban development (Savini et al., 2016). The municipality creates development briefs containing conditions for development on publicly owned land. In an update of the policy concerning development briefs, participation needs to be part of development projects' explorative phase (Gemeente Amsterdam, 2017, p. 11). The municipality recommends to organize participation to give stakeholders the ability to give advice, rather than giving residents co-decision making power.

Participation in Amsterdam was mostly framed through the entrepreneurial and market logics. The city promoted an active form of participation, especially small-scale developments by residents and creative entrepreneurs (see Figure 7).

Figure 7: Municipal policies concerning participation in urban development in Amsterdam (Author based on Gemeente Amsterdam, 2009, 2011, 2016 and Volkshuisvestingoverleg, 2010)



In Hamburg, the Christian Democrats led the executive branch between 2001 and 2011, and were responsible for producing a comprehensive spatial vision for the city. In its vision, the city promoted development policies that boost economic competitiveness and make Hamburg a family-friendly city (Freie und Hansestadt Hamburg, 2007, p. 14). In working towards the latter goal, the administration encouraged investment in quality housing (Ibid., p. 6). The market logic is invoked to justify the goal that city needs to become a thriving and international city and therefore needs to “attract companies and qualified people to the city” (Ibid.,14).

The involvement of residents in urban policy was partly justified through the market logic. To attract investments into neighborhoods, the municipality introduced business improvement districts where businesses and property owners could organize improvements to the

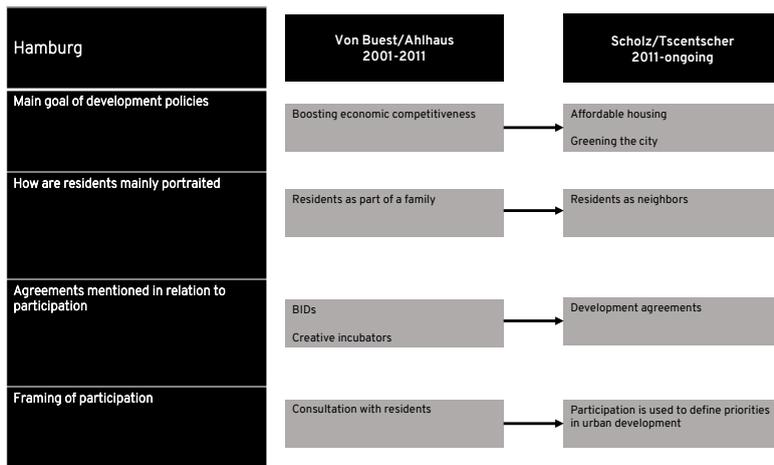
neighborhood. The successful policy was expanded to other residents in 2007 (Freie und Hansestadt Hamburg, 2020a).

The civic logic was invoked in the parts of the comprehensive spatial vision addressing participation, including public dialogues about urban development and the creation of new settings to foster discussion (Freie und Hansestadt Hamburg, 2007, p. 49). Policy concerning the creative sector outlined a more entrepreneurial form of participation: “the potential of spatial development can be used beyond conventional forms of participation: the user becomes a developer” (Freie und Hansestadt Hamburg, 2010, p. 100).

After 2011, the left-wing Scholz/Tsentscher administration made participation more central in its policies and created a new agency, the Stadwerkstatt, to promote consultation, participation and new means of public dialogue. The entrepreneurial logic was used to justify the creation of the new agency. According to the mission of Stadwerkstatt, citizens are partners of the municipality in developing new approaches to face Hamburg’s current problems and challenges (Freie und Hansestadt Hamburg, 2020b). The policy document *Grüne, gerechte, wachsende Stadt am Wasser* appeals to the civic logic to justify participation, which should form the basis of all development projects (Freie und Hansestadt Hamburg, 2014, p. 29). Hamburg should become an open and international “people’s city” where a diverse group of people live together as friendly neighbors (Ibid., p. 69).

To summarize, Hamburg witnessed a clear shift in how it justified participation. During the Von Buest/Ahlhaus administration, participation mainly meant consultation with clients in the housing market or with entrepreneurs willing to invest in the neighborhood. During the Scholz/Tsentscher administration, participation became a tool to define priorities in development projects. The entrepreneurial and civic logic were used to justify this shift (see Figure 8).

Figure 8: Municipal policies concerning participation in urban development in Hamburg (Author based on Freie und Hansestadt Hamburg, 2007, 2014, 2020a, 2020b).



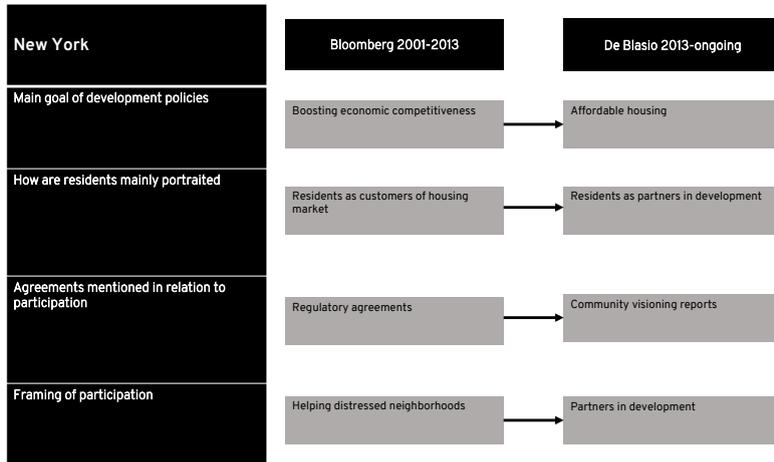
In New York City, Bloomberg was mayor between 2001 and 2013. Unlike Amsterdam and Hamburg, New York lacks a comprehensive approach to city planning. The main urban development goals of the Bloomberg administration, outlined in the New Housing Marketplace Plan, is updated after each election (City of New York, 2010). Bloomberg's administration aimed to create more affordable housing as well as new housing for moderate and middle income households (Ibid., p. 2). Financial incentives and rezoning were the main instruments to achieve these goals. Through rezoning, an area receives a new

designation. While rezoning proposals are subject to review by community boards (Angotti, 2008), they can be sidelined by agreements such as Memoranda of Understanding or Community Benefit Agreements (Angotti, 2010). The financial incentives include tax exemptions, bond market financing and short-term loans (City of New York, 2010, p. 2). The involvement of residents in urban development was mainly framed by the market logic, in terms of supply and demand (Ibid., p. 3).

Participation became more important in urban planning after De Blasio's election as mayor of New York City in 2013. According to the administration's plan *Housing New York*, residents were to be involved in identifying areas well-suited to the development of affordable housing (City of New York, 2014, p. 8). Like *Stadwerkstatt* in Hamburg, the administration created an agency – the Office for Neighborhood Strategies – to promote participation (City of New York, no date). An entrepreneurial logic was used to organize participation, it encourages an active role of residents in urban development. The Office for Neighborhood Strategies organized vision workshops for areas identified for rezoning. The workshops created community visions on how the neighborhood should develop in the coming years, outlining development priorities. The community visions were used to find “quick wins” in collaboration with residents and other stakeholders (City of New York, 2020).

To sum up, the Bloomberg administration mainly used the market logic to frame participation. After De Blasio's election, the entrepreneurial logic was used to justify participation as part of the city's affordable housing policies (see Figure 9).

Figure 9: Municipal policies concerning participation in urban development in New York (Author based on City of New York, 2010, 2014, 2020).



Municipal policies in Amsterdam, Hamburg and New York reveal the entrepreneurial logic of participation growing in importance over time. This helps us to understand the growing use of contracts, participation and consultants in urban development. Public meetings, now considered outdated, are increasingly being replaced by co-creation workshops, while planning instruments are based on negotiation and residents are encouraged to take over responsibilities from the welfare state. The entrepreneurial logic is often invoked in combination with the market logic in municipal policies. The market logic values efficiency and competition, whereas the entrepreneurial logic values innovation and collaboration. The justification that participation will encourage empowerment or enhance democratic practice is heard less often, suggesting that the logic of participation itself is also evolving. Participation as a right is being eclipsed by participation as a responsibility.

Although we observe the broadly similar tendencies of invoking the market and entrepreneurial logics to justify and organize participation in Amsterdam, Hamburg and New York, they play out differently in the three cities. In

Amsterdam and Hamburg, municipal governments have greater leverage over developers and are able to enforce policies such as mandatory social housing. While the city of New York also aims to enforce affordable housing, this includes both middle-class and social housing units. Amsterdam and Hamburg both have comprehensive visions for spatial planning; without such a planning instrument, New York's spatial policy is more fragmented, making it harder to enforce citizens' interests in each project.

9.2 Critiques, compromises and consultants

The influence of the executive branch has its limits. Although municipalities increasingly appeal to the entrepreneurial logic, this can clash with the logics of residents and commercial parties. As we saw in **chapter 6**, the municipality of Amsterdam mainly used the entrepreneurial logic to press for a flexible, incremental approach to planning based on negotiating. But residents mobilized support from the media, politicians and the courts to alter the direction of the projects, mainly invoking the civic logic to justify their actions and criticize the plans. The residents of Zeeburgerpad were better able to achieve their goals than the residents of Oostenburg-Noord; they were quicker and more thorough in their efforts to assemble outside support. Notably, in both cases developers had to give in to the interests of residents. In Zeeburgerpad, the developers had to scale back their plans due to building height restrictions. In Oostenburg-Noord, residents had to compromise more with developers' goals but were able to reach agreements on the size of the apartments and the amount of social housing. These agreements cut into developers' profit margins. These local compromises were not consensual; some actors were disappointed by the final results. But the compromise was stable enough to coordinate the actions of the actors towards a common goal – realizing the project.

While I selected these cases because residents were able to meaningfully influence agreements, I also noted the mobilizing power of residents in other projects in Amsterdam: K-Buurt, Landtong Nieuwe Meer and Havenstraatterrein. To a greater or lesser extent, the same held for the projects I explored in New York: Essex Crossing, Columbia University, Sandero Verde, Kingsbridge Armory and The Peninsula. Residents in New York also organized at the borough or city-wide level. Under the banner of Housing Justice for All, neighborhood organizations were able to pressure politicians to reform housing laws in 2019 (Ferré-Sadurní, McKinley and Wang, 2019). In these battles over legal reform, neighborhood organizations mostly invoked the civic logic, arguing that housing should be affordable to all New Yorkers. They also criticized how the City of New York defined affordability: as much as \$4,762 per month for a three-bedroom apartment (City of New York, 2020). Developers and their allies used the market logic to argue that greater government control over the housing market would lead to their bankruptcy and further housing problems in the city.

In Hamburg, the *Recht auf Stadt* movement mobilized thousands to demonstrate against pro-market housing policies by invoking the civic logic. While this movement grew powerful and led to changes in municipal housing policies, this did not mean the civic logic dominated other logics. The *Recht auf Stadt* movement demanded more transparency and resident involvement in decision making. The municipality responded by making all agreements and documents publicly available in its transparency portal (excluding financial obligations, which remained secret to protect the privacy of commercial parties). Although the municipality created a new agency to improve participation, the *Stadwerkstatt*, it did not guarantee residents decision making power; the agency mainly justifies its projects through the entrepreneurial logic. Nevertheless, these compromises between activists and the municipality were able to coordinate the conflicting aims of contentious actors towards a

common goal, providing both public legitimacy and creating opportunities for commercial parties . The compromises were thus able to administer the capitalist-democracy contradiction and set actors on a specific course.

The compromises also displaced part of the critique. While the portal increased transparency, one must possess expert knowledge to understand the agreements and documents (more than 1,200 documents about Neue Mitte Altona have been published online). And while Stadwerkstatt stimulates participation, it does not guarantee residents decision making power. The more often these compromises are reproduced, the more ingrained they become, eventually generating new logics. It also remains possible that these compromises will one day fall apart. The point is that although these logics may appear to be omnipresent, they are not omnipotent. Through political action, compromises between different logics are assembled to direct actors towards common goals. The compromises only include parts of the social critique while displacing its other parts.

Planning consultants are often responsible for assembling compromises. They are hired because they appear to be “neutral” actors focused on the process rather than the outcome. Their position as outsiders is often used to gain the trust of different actors in the project. For instance, contentious relations in the Lower East Side had prevented the development of Essex Crossing for decades. A planning consultant was hired to act as an intermediary between the different parties and to broker a deal. Because the planning consultant could gain the trust of the actors, he succeeded in bringing the parties together. Consultants are increasingly hired to perform public responsibilities: formulating policy, executing plans and organizing participation.

While the idea of the “consultocracy” captures the fear that consultants are becoming a shadow government with influence over public policy, my case-

studies suggest that we have no reason to assume that planning consultants are the new puppet masters of urban policy, their influence is more subtle. In **chapter 5**, we saw how planning consultants claim that their principals have the final say. This does not mean that consultants are neutral actors as they have their own professional principles. Especially when they are hired to bring parties together, they will work with all involved to obtain this objective. This seems to hold even when it works against the interests of their principal. The planning consultants I interviewed noted that if the principal pushed for decisions that conflicted with their moral and professional standards, they would end their cooperation. The planning consultant in Essex Crossing noted that although he worked for all parties, his sympathies lay with the residents; he therefore pushed government agencies and commercial parties harder.

Although planning consultants are not a shadow government, the way they operate and advise their clients transforms how urban policy is formulated. Consultants are hired on a project basis to solve problems or to organize a process. They marshal available quantitative data and collect their own data through interviews with “key stakeholders”. Since they have limited time, they tend to talk to actors who are already involved in the project, reproducing their viewpoints. The data are used to produce policies based on standardized models. When they leave the project, the problems are not necessarily solved. This fragments urban policy and makes it more difficult to deal with structural problems.

9.3 New boundaries and inequalities

Although organized residents can influence the course of urban development, participatory processes can also reproduce social inequalities. Residents need to have negotiation skills, political know-how and access to the media to effectively situate themselves as stakeholders in the project. Because planning institutions encourage the entrepreneurial logic, residents need to be

entrepreneurs to successfully play the game. The residents in Oostenburg-Noord hired a consultant to make a glossy professional plan; the residents in Essex Crossing had to pressure politicians and the media to support their goals; the complex contract negotiations in Paloma took years to complete.

Inequalities in society are not erased when residents enter workshops or public meetings. The leaders of residents' groups whom I met, especially in Amsterdam and Hamburg, were almost invariably white and highly educated, and often already had experience with organizing and in politics. Social privileges – related to but not determined by class and race – influence participatory processes in two main ways. The first concerns available time. Being active in a participatory process takes a lot of time – to attend and prepare for meetings, to talk to the media, to lobby politicians. One civil servant in Hamburg, who argued that having time is a privilege, referred to active residents as the *Zeitadel* (time-nobility). In Paloma Viertel, the developers used their surfeit of time to obstruct resident influence, first by postponing planning decisions and later by planning negotiation meetings during working hours.

The second way in which social privilege influences participatory processes concerns how residents express themselves. Speaking up during meetings requires the ability to persuasively express one's ideas. White middle-class men assume this authority more often than others (Young, 1990, p. 184; Levine, 2017, p. 1170). In the participation meetings I attended, I saw that higher educated people were better at formulating their desires in the language of policy than residents without college degrees. In order to get their needs translated into agreements, residents need to think strategically and express their concerns in clear language. During a vision meeting in East-Harlem, one resident kept repeating that an option was not on the table, that the project would not go through. The moderator tried to divert the discussion by saying that her concerns were noted, but the resident kept returning to the issue. The

organizers of participatory processes are aware that the usual suspects attend the meetings. In Neue Mitte Altona, the municipality organized focus groups with members of under-represented groups; in Essex Crossing, the plans were translated into other languages.

Alongside the reproduction of social inequalities, participation can also lead to the reconfiguration of moral categories. The logics that inform discussions in participatory processes are coordinated through moral standards. All residents are invited to participate, but some residents are more welcome than others. Depending on the moral standards invoked during the participatory process, some residents are seen as worthy citizens while others are not. Basing participation on the entrepreneurial logic privileges those citizens who are active, flexible and possess negotiating know-how. Entrepreneurial citizens come to be seen as “good” citizens; other citizens who lack entrepreneurial capacities are by implication devalued.

As we saw in **chapters 6** and **7**, groups of residents often achieve influence in participatory processes by claiming to be the true representatives of the neighborhood, portraying government agencies and developers as outsiders who should listen to them. But this same strategy can also undermine the criticisms of fellow residents, who are cast as unworthy to represent the neighborhood. The Koordinierungsgremium of Neue Mitte Altona argued that the municipality was only working for investors and developers, and – despite the contributions of fellow residents in 400 workshops and the success of Q8 – denounced the participatory process as meaningless. In turn, their position was diminished towards giving advice instead of having co-decision making power by the municipality. Alongside reproducing social inequalities, participation can thus lead to new moral boundaries that divide neighborhoods and cities. Claiming to be – and being recognized as – good citizens places some residents in privileged positions. This dynamic can channel the city’s resources towards

solving problems the “good citizens” have defined through the participatory process, thereby compromising policies designed to serve the general public.

In the introduction I defined democratic decision-making as a mediating relation between citizens and their representatives. Representation is a cycle of authorization and accountability. Authority is bestowed to representatives to make political decisions; representatives in turn should be accountable for their actions. When residents, government agencies or developers are able to organize participation according to their own logic and moral standards, they circumvent the mediating relation between citizens and their representatives. By encouraging claims to be worthy citizens and the neighborhood's true representatives, the politics of participation can lead to co-optation and the displacement of critique. This can occur in a direct way, as happened when the residents of Zeeburgerpad devalued students as unworthy neighbors. It can also happen in more subtle ways, as happened in Essex Crossing when activists who wanted more public housing were deemed unreasonable. If politicians decide to exclude students or accept less public housing, their constituencies can vote them out of office. When residents claim to be the neighborhood's true representatives, they need to lose legitimacy before their positions will change. The cycle between authorization and accountability is thus less open than through elected representation.

10. The politics of contracts

To understand how politics are interwoven in contracts, I studied how contractual relations between residents and other actors take shape. More specifically, I studied cases in Amsterdam, Hamburg and New York where residents had managed to co-negotiate contracts and agreements. In **chapter 3**, I argued that contracts and agreements help to administer the tensions between developers' need for planning interventions and evade constraints. Contracts can be used to administer the planning-property contradiction. Whereas legislation decides how interventions are imposed, contracts allow actors to negotiate the constraints they find acceptable. In the introduction I posed the question whether contracts themselves have political agency. Does the increased use of contracts as a governance tool transform urban politics? Or do contracts reflect the politics of the actors who designed the contract?

The limited research on this subject in urban governance mainly argues that agreements, contracts and partnerships reflect the interests of urban elites (Swyngedouw, Moulaert and Rodriguez, 2002, p. 561; Camacho, 2005, p. 6; Raco, Street and Freire-Trigo, 2016, p. 235) or that they are tools to hold urban actors accountable when designed well (Baxamusa, 2008, p. 263; Janssen-Jansen and van der Veen, 2017, p. 220; Taşan-Kok et al., 2019, p. 1122). My research affirms that contracts can do both. Contracts that reflect the interests of urban elites can be adjusted over time to serve other purposes; much depends on the ability of affected residents to mobilize. This leaves the question whether contracts also have political agency. The following sections outline the benefits of studying contracts as relations and ask whether the use of contracts indeed transforms urban politics.

10.1 Contracts as relations

In **chapter 2** I outlined three prominent approaches to studying contracts. The legal approach assumes that actors are reasonable and contracts are built around specific terms to which the parties have agreed. In order to understand a contract, one must study its legality. The economic approach to studying contracts considers actors to have (bounded) rationality and to be self-interest maximizers. Contracts are designed to govern transactions. In order to understand a contract, one must study transaction costs. The sociological approach to studying contracts assumes that actors are embedded in relations and act based on trust. Contracts are frameworks to coordinate exchanges. In order to study a contract, one needs to study the relations in which the contract is embedded. In this dissertation I have chosen the sociological approach.

The sociological approach enables the detailed study of how contractual relations form and change over time. In **chapter 7**, we saw how contracts between government agencies and developers determined how residents can be involved in a project. Civil servants and developers negotiated the parameters of the project – including the amount of social housing and how the project is to be financed – before residents could be involved in the process. Although residents were asked to participate, it was only after the consequential decisions had been made. But contracts are not set in stone. In Oostenburg-Noord, the existing agreement was changed following pressure from residents to include more social housing. Residents also participated in several tacit agreements about urban design and the size of apartments. The benefit of studying contracts through a sociological lens is that we can see how contracts evolve over time as different actors leave their mark on the initial agreement.

In **chapter 8**, we saw how contracts can govern relations. By incorporating the rights and responsibilities of neighborhood organizations, residents gained

decision making power. Including sections about monitoring, flexibility and enforceability influenced how relations between actors developed over time. The cases I described in **chapter 8** are exceptions rather than the rule. They nevertheless show that contracts can be used to enhance the influence of residents over development projects.

The findings of **chapters 7 and 8** were made possible by the sociological approach to studying contracts. Focusing on the relations between actors revealed that contracts can be adjusted over time – and along a continuum of enforceability. The residents of the Lower East Side first tabled a set of community criteria to signal their position vis-à-vis developers; the residents of Paloma Viertel did the same with their “St. Pauli Code”. These “neighborhood agreements” – which presented citizens’ interests as a coherent set of goals – served as assurances to residents that their interests would be represented. While these agreements were unenforceable, government agencies and commercial parties acknowledged them and – to a certain degree – aligned their actions with them. Later in the development process, these neighborhood agreements were often incorporated into agreements signed by the municipality and developers, at which point they became enforceable. Neighborhood agreements thus became more contractual over time. Agreements can nudge actors towards specific courses of action. When agreements become enforceable, they have the ability to restrict the actions of government agencies, commercial parties and residents.

The sociological approach to studying contracts thus allows us to see how contractual relations develop over time. By focusing on the relations between actors, it becomes clear how and why. This makes the sociological approach well-suited to studying how citizens’ interests are incorporated into (contractual) agreements. One of its limitations is that it tells us little about legal obligations or project costs. Although jurisprudence and transaction costs

also bear on citizens' interests, they are captured in terms of legal cases or money.

The legal approach would search for evidence of an offer and an acceptance of that offer. As we saw in **chapter 7**, the neighborhood organization in Oostenburg-Noord took exception to how it was involved in the project and was invited to participate in informal meetings to talk through decisions with the developers. Through these meetings, residents could influence decisions about greening the project and apartment size. It could be argued that the residents entered into an agreement with the developers through their conduct. By attending and participating in the informal meetings, they accepted the offer of the developers; in exchange for public legitimacy, they were able to influence some specific decisions. But taking such moments as turning points runs the risk of overemphasizing the importance of isolated events and underemphasizing the interactions that preceded and followed them. A judge could, through doctrinal principles and assuming that all parties are acting reasonably, interpret actors' intentions and determine their contractual obligations – both written and unwritten. While this give courts the opportunity to fill in the gaps in contracts, the majority of contracts do not end up in court.

The problem with the economic approach to studying contracts is that once the transaction cost is identified, “they take over as surrogates for the real interaction between the relations and the transaction” (Macneil, 2000, p. 891). The assumption that actors behave opportunistically and seek to minimize transaction costs is questionable, especially within participatory governance. As we saw in **chapter 7**, tacit agreements are substitutes for more (contractual) agreements in participatory processes. While tacit agreements may bear on a project's transactions costs, this is not necessarily the case; residents may be seeking to use space for neighborhood activities, which costs nothing, but is important for residents. And as we saw in **chapters 6 and 7**, the formulation of

citizens' interests is a political process guided by different logics and moral standards which go beyond transaction costs or opportunism. This suggests that solely focusing on transaction costs when studying contractual relations leaves a lot of ground uncovered; we need to study a wider variation of contractual relations to achieve a more nuanced understanding of contractual governance in urban politics.

10.2 Contracts as governance tools

Contracts and agreements are tools that frame the future by restricting or permitting actions, across time and space. In **chapter 3** I argued that politics is the process in which decisions are made about how to live together; politics is also the space in which the social order is criticized, confirmed or transformed. (Contractual) agreements have the ability to construct political orders, restricting or permitting actors to make political decisions or to participate in decision making. Kingsbridge Armory's CBA made it obligatory to involve neighborhood organizations, creating a political space where neighborhood representatives would be recognized as decision makers. The development agreement of Paloma Viertel gave neighborhood organizations control over decisions concerning public space. They sought to regulate how public space is used to prevent its commodification and to make the area as accessible as possible for different groups. The contract thus dictated how residents of the city should live together.

Broadly similar practices are observed in Amsterdam, Hamburg and New York. Residents need to mobilize outside support to become co-negotiators. During contractual negotiations, it is more achievable to make agreements about public design than about issues that related to the profitability of the project. However, the use of contracts and agreements, the organization of participation, and the motives of different urban actors have local variegations. For instance, the reasons of developers in Kingsbridge Armory to negotiate deals with residents differ from those behind the municipality of Amsterdam's

efforts to stimulate CBA-inspired agreements in Zeeburgerpad. The developers in New York wanted access to public land; while the municipality was looking for new ways of development land in the face of the financial crisis. The political and social outcomes of policies also differ between the three cities. For example, the contracts negotiated in New York were often less politically transformative than those in Hamburg. In New York residents aimed to include affordable housing; while residents in Hamburg could force the municipality to buy back property from developers. In general, developers have more influence over development agreements in New York than in Amsterdam and Hamburg. The municipality has more leverage over developers in Amsterdam and Hamburg. In Amsterdam, most of the land is publicly owned and Amsterdam does not depend on local taxes. In both cities the legal system gives municipalities the final say over most spatial development, whereas New York knows 'as-of-rights development' and other legal loopholes that circumvent public control (see: Angotti, 2008). Lastly, social movements in New York and especially in Hamburg pressure government agencies and developers to incorporate the interests of residents in development projects.

The agreements I studied were co-negotiated by residents and thus included provisions to give neighborhood resident organizations decision making power. They are, however, exceptions to the rule. Most development agreements are negotiated between government agencies and developers and lack provisions stipulating how residents can influence the project. Even in the cases I studied, it was not self-evident that residents would be co-negotiators; they had to pressure government agencies and developers to be recognized. In Oostenburg-Noord, residents wanted more social housing but a signed agreement between government agencies and commercial parties had already determined the number of social housing units. The residents were told that it was impossible to add more social housing, and the agreement and other policy documents were used to depoliticize the issue. It remains plausible that

contracts and agreements were used to depoliticize issues in other projects as well. Especially since most development agreements are signed by the executive branch and commercial parties – without a city council vote – they can bypass public debate. Therefore, public decisions come to be structured by private agreements.

Moreover, in the cases I studied the ease of forming contractual relations is related to the profitability of developers. Agreements that relate to public space are easier made than agreements that relate to housing. Which shows the influence of market forces on participatory processes in urban development. However, this does not imply that agreements about public design are meaningless. For instance the achievement of Q8 to make Neue Mitte Altona barrier free for people is transformative. Instead of designing a neighborhood for the majority, the public design accommodates a underprivileged minority. This leaves the question whether contracts that depoliticize are the result of developers and government agencies undermining public debate? Or do we need to conclude that contracts are political agents?

As I argued in the introduction and showed in the empirical chapters, contracts are increasingly used to achieve public policy goals. This mode of governance focuses on cooperation between government agencies, commercial parties and residents. This new political configuration promises to increase participatory democracy since contracts are better suited to deliver customized solutions than legislation. The specific benefits that accrue to parties and how planning interventions are designed can be customized through contracts in a way that legislation cannot achieve. There is a long history of agreements used to achieve classist and racist goals (Du Bois, 1903, pp. 243–245; Rothstein, 2017, p. 155) but also a history of government agencies harnessing procurement to confront social inequalities (McCrudden, 2004, p. 257) or using private law to balance structurally unequal relations among private parties (Bartl, 2015, p. 579); the city of New York, for example,

encourages minority and female-owned businesses through its procurement processes. This shows agreements as reflections of social and economic systems in which they are embedded.

However, contracts are more than the sum of their terms. Residents who negotiate contracts circumvent elected officials as representatives of the neighborhood; their ability to negotiate deals gives these residents the aura of being good citizens. In this sense, the contract is the embodiment of such worthiness. For example, the residents of Essex Crossing succeeded in negotiating a deal with the municipality and developers, which guaranteed that 50% of the housing units would be affordable. The project, however, was built on public land made available through the demolition of public housing; in the eyes of local Puerto Rican and Chinese activists, the project should have realized 100% public housing. The New York Times nevertheless praised Essex Crossing as a model-development project: "...while some Lower East Siders remain leery, a relative lack of vocal opposition to Essex Crossing since 2013 ... seems testament to the virtue and value of arduous, upfront negotiations and plans" (Kimmelman, 2019). In this case, the residents who negotiated the deal were lauded as virtuous citizens. The contract appears to have the ability to distinguish between "good" and "bad" citizens. Although contracts attribute worthiness to citizens, much depends on the content of the negotiated deal. Neighborhood organizations in West-Harlem negotiated a Community Benefit Agreement with Columbia University which lacked clarity about how the benefits would be delivered and were criticized for giving in too easily. The Puerto Rican and Chinese activists had asked too much; the neighborhood organizations of West Harlem too little. The worthiness is thus attributed after the deal is negotiated. Thus, contracts do not have political agency, but they can create new moral and political boundaries between residents. The boundaries created between citizens through contracts bear on class, race and other social privileges, but such social privileges do not determine contractual negotiations.

The agreements I studied revealed how agreements were used by residents to implement rent control to prevent gentrification (Paloma Viertel), to enforce living wages (Kingsbridge Armory), and to make infrastructure barrier-free (Neue Mitte Altona).

Contracts do not simply reflect political and social structures; their specific characteristics can transform them. As public goals are increasingly achieved through contracts, those residents who can navigate contractual negotiations are lauded as good citizens, implicitly devaluing all other citizens. This transforms the political and social structure of cities as municipal resources are directed towards goals defined by actors with the prowess to negotiate deals. In this sense, contracts condition the agency of actors. Residents who are better negotiators have greater opportunities to influence political decisions, while contracts can create local political orders by arranging how decisions are made. That said, it is not the contracts themselves but the actors who make use of them that are making the political decisions. Contracts, moreover, are not set in stone as residents can mobilize support from other actors to revisit their terms. Political action eventually trumps contracts.

10.3 How to study contracts and what to study next

My dissertation explains the consequences of contractual governance on participatory processes as follows. Government agencies and developers enter into (contractual) agreements to govern development projects. As these agreements precede the ability of residents to get involved, they therefore also structure participatory processes. Nevertheless, astute residents can mobilize support from the media, politicians and courts to position themselves as co-negotiators in these agreements. Planning consultants are often hired to construct compromises between the parties. Contracts co-negotiated by residents can be designed in such a way that they hold parties accountable for delivering promises to the neighborhood, even to reduce social inequalities.

Residents who are able to effectively negotiate deals are lauded as good citizens. In contractual negotiations, residents are often represented by neighborhood organizations, which shifts the responsibility of representation from elected officials to neighborhood organizations.

My research was designed along the principles of critical pragmatism. I sought to take actors seriously rather than a priori assuming to know the real reasons why they act in certain ways. We saw that residents are neither deluded nor perfectly rational actors seeking to maximize their own interests. Their actions – as well as those of commercial parties and government agencies – are guided by moral standards, which can be confirmed, criticized or even transformed. Through the lens of critical pragmatism, we saw that collective political action by residents, although invoking the common good, can devalue other actors.

All this suggests that social scientists should take contracts seriously. Rather than dismissing them as private sector tools designed to enforce the interests of commercial parties, social scientists might study how contractual relations form and change over time. Being aware of unequal power relations is necessary, but the assumption that urban elites are always the dominant forces behind contracts does not hold up to empirical scrutiny. Studying the details and nuances of contractual processes gives us insight into how actors' reflexive engagement with structural features can lead to new political and sociological imaginaries.

I conclude by posing three questions for future research. This dissertation has shown that contractual relations are formed through political action and appeals to moral standards. The actors who are able to claim the mantle of true representatives can powerfully influence how contractual relations materialize. Researchers who study contracts as governance tools should therefore ask:

1. Which groups claim the mantle of being the true representatives?

Valuable sources to answer this question include newspaper articles, policy documents and interviews. By analyzing how different moral standards and logics are invoked over time, it becomes clear which groups can claim the mantle of being true representatives. It also helps to understand how citizens' interests are formulated and how the capitalist-democracy tension is administered. What is the relation between representatives and the represented? Which actors are seen as worthy and which actors are devalued? Understanding how, when and who claims the mantle of the true representative gives us insight into which actors are recognized and accepted as co-negotiators of agreements and which actors are excluded from negotiations. My research focused on critical cases where residents were co-negotiators. Future research could compare typical and atypical cases to study how moral and political boundaries between actors are drawn.

This dissertation has shown that contracts are not set in stone, that they can be adjusted through tacit agreements. To understand how contracts are used as governance tools, researchers should not only focus on written contracts. The current study of urban development projects revealed that there are often multiple (tacit) agreements coordinating the actions of actors. Studying tacit agreements is an important part of uncovering the meaning of contracts in urban governance. Researchers studying how contracts are harnessed as governance tools should thus ask:

2. What kinds of (tacit) agreements are made over time?

This question is best answered by studying contracts and agreements and interviewing actors. Interviews can shed light on how contracts are used to coordinate actors and whether there were tacit agreements between them.

This will furnish insight into how (tacit) agreements are used to achieve the goals of different actors. Are tacit or (contractual) agreements used to incorporate the interests of residents? Do contractual relations change over time? Understanding how (tacit) agreements evolve over time will give us insight into how development projects are governed. It will show which hierarchies exist between actors and whose interests are privileged in the agreements.

Future research might focus on whether legislation has the same tendency to privilege entrepreneurial residents. What changes when urban politics is regulated through contracts rather than legislation? Further research is needed on how contractual governance can lead to the fragmentation of urban policy. Negotiating issues on a project basis may be making it more difficult to solve structural problems.

My research revealed several contractual forms used to incorporate citizens' interests in development projects. Analyzing contracts to find out how promises to the neighborhood are implemented, monitored and enforced provides insight into the various ways in which residents can achieve their goals. Researchers who study how contracts inform relations of governance should thus ask:

3. How are these agreements monitored and enforced?

We need to study the content of contracts to answer this question. How are promises to the neighborhood written into the contract? How are these promises enforced and how is progress monitored? Alongside studying written agreements, interviews provide insight into how tacit agreements work and how benefits accrue to residents. Can agreements help to prevent gentrification? Can customized contracts strengthen the influence of residents

over their neighborhood? Future research can study whether and how contracts are used to depoliticize issues. The potential of agreements to enhance democratic practices should also be explored. How are benefits to the neighborhood written into agreements? Are they enforceable? What happens when unforeseen events occur? While the current study mainly focused on how contracts are negotiated and drawn up, more research is needed on whether residents use litigation to enforce promises to the neighborhood. In business relations, actors tend to avoid litigation; this may also be the case in governance relations. More research is needed on how contracts are used to solve societal problems ranging from environmental issues to gentrification.

To conclude, government agencies and developers sign (contractual) agreements to govern development projects. As these agreements precede residents' involvement, they structure participatory processes. The organization of the actual participatory process is often outsourced to planning consultants. As intermediaries, these consultants shape the context in which citizens' interests are, or are not, incorporated into (contractual) agreements. Although government agencies and developers already have agreements in place, their agreements are not set in stone. Residents can mobilize support from the media, politicians, and the courts to adjust (contractual) agreements. Contracts can then be used to hold parties accountable, to deliver on earlier promises. Contracts can thus be used to circumvent public processes or to enhance the influence of residents over development projects. Neighborhood organizations play an important role in negotiating contracts. In contractual negotiations, they represent the neighborhood, with the responsibility of representation shifting from elected officials to local organizations. This has three significant consequences. First, the social inequalities of race, class and other social privileges are reproduced; those who are already well-positioned in society are better able to navigate often labyrinthine rules and regulations. Second, residents who are able to successfully participate in development

processes are deemed good citizens, implicitly devaluing those who do not or cannot participate. Third, contracts are not simply a reflection of social and political system. Residents that can navigate contractual negotiations can direct municipal resources towards their goals. Hence, contracts can transform the social and political system in which they are embedded.

Bibliography

Ahmadi, D. (2017a) 'Serving diverse communities: The role of community initiatives in delivering services to poverty neighbourhoods', *Cities*. Elsevier, 69, pp. 86–94.

Albrechts, L. (2012) 'Reframing strategic spatial planning by using a coproduction perspective', *Planning Theory*, 12(1), pp. 46–63.

Amsterdam, G. (2011) *Ambitie Zeeburgerpad*. Amsterdam. Available at: https://www.amsterdam.nl/publish/pages/447431/8_20111111_ambitie_zeeburgezeeb.pdf (Accessed 11 August 2020)

Angotti, T. (2008) *New York for sale: Community planning confronts global real estate*. Cambridge and London: The MIT Press.

Angotti, T. (2010) *Land use and the New York city charter*. New York. Available at: <http://www.hunter.cuny.edu/ccpd/repository/files/charterreport-angotti-2.pdf> (Accessed: 11 August 2020)

Argyres, N. and Mayer, K. J. (2007) 'Contract design as firm capability: An integration of learning and transaction cost perspectives', *The Academy of Management Review*, 32(4), pp. 1060–1077.

Armstrong, A., Ellen, I.G., Schwartz, A.E., and Voicu, I. (2007) *The benefits of business improvement districts: Evidence from New York City*. Furman Center for Real Estate & Urban Policy, New York. Available at: <https://furmancenter.org/files/publications/FurmanCenterBIDsBrief.pdf> (Accessed: 11 August 2020)

Arnstein, S. R. (1969) 'A ladder of citizen participation', *Journal of the American Institute of Planners*, 35(4), pp. 216–224.

Baiocchi, G. and Ganuza, E. (2017) *Popular democracy: The paradox of participation*. Stanford: Stanford University Press.

Bartl, M. (2015). *Internal market rationality, private law and the direction of the union: Resuscitating the market as the object of the political*. *European Law Journal*, 21(5), 572–598.

Baxamusa, M. H. (2008) 'Empowering communities through deliberation the model of community benefits agreements', *Journal of Planning Education and Research*, 27(3), pp. 261–276.

Beaumont, J. and Nicholls, W. (2008) 'Plural governance, participation and democracy in cities', *International Journal of Urban and Regional Research*, 32(1), pp. 87–94.

Beck online (2019) § 165 Städtebauliche Entwicklungsmaßnahmen. Available at: <https://beck-online.beck.de/> (Accessed: 12 August 2019).

Beck online (2020) §Städtebaulicher Vertrag. Available at: https://beck-online.beck.de/Dokument?vpath=bibdata%2Fkomm%2FErZiBiKoBauGB_81%2FBauGB%2Fcont%2FErZiBiKoBauGB.BauGB.P11.T0.htm (Accessed: 23 March 2020).

Been, V. (2010) 'Community benefits agreements: A new local government tool or another variation on the exactions theme?', *University of Chicago Law Review*, 77(1), pp. 5–35.

Been, V. and Infranca, J. (2013) 'Transferable development rights programs: Post-zoning?', *Brooklyn Law Review*, 78(2), pp. 435–466.

Birzer, M., Brinkmann, M. and Gessenharter, W. (2011) Anlage B zum Masterplan Mitte Altona Teil1: Bürgerforderungen. Hamburg. Available at: [https://www.hamburg.de/contentblob/3304200/0c99cd32c30222b419273d5b5ad26c15/data/auszug-aus-kommentierten-buergerforderungen-mit-bezug-zum-masterplan-anlage-b-teil-2\).pdf](https://www.hamburg.de/contentblob/3304200/0c99cd32c30222b419273d5b5ad26c15/data/auszug-aus-kommentierten-buergerforderungen-mit-bezug-zum-masterplan-anlage-b-teil-2).pdf) (Accessed 11 August 2020)

Blakeley, G. (2010) 'Governing ourselves: Citizen participation and governance in Barcelona and Manchester', *International Journal of Urban and Regional Research*, 34(1), pp. 130–145.

Boltanski, C. et al. (2014) 'Sociology of critique or critical theory? Luc Boltanski and Axel Honneth in conversation with Robin Celikates', in *The spirit of Luc Boltanski: Essays on the 'Pragmatic sociology of critique'*. London, UK: Anthem Press.

Boltanski, L. (2011) *On critique: A sociology of emancipation*. English edition. Cambridge: Polity Press.

Boltanski, L. and Chiapello, E. (2005) *The New Spirit of Capitalism* (Ebook). London, UK: Verso.

Boltanski, L., Rennes, J. and Susen, S. (2014) 'The fragility of reality: Luc Boltanski in conversation with Juliette Rennes and Simon Susen', in Susen, S. and Turner, B. S. (eds) *The spirit of Luc Boltanski: Essays on the pragmatic sociology of critique*. London, New York and Delhi: Anthem Press, pp. 591–613.

Boltanski, L. and Thevenot, L. (1999) 'The sociology of critical capacity', *European Journal of Social Theory*, 2(3), pp. 359–377.

Boltanski, L. and Thévenot, L. (2006) *On justification: Economies of worth*. Translated. Princeton: Princeton University Press.

Brenner, N. and Theodore, N. (2002) 'Spaces of neoliberalism: Urban restructuring in North America and Western Europe', *Antipode*, 34(3), pp. 341–347.

Brown, T. L., Potoski, M. and Van Slyke, D. M. (2009) 'Contracting for complex products', *Journal of Public Administration Research and Theory*, 20, pp. 41–58.

Buitelaar, E., Galle, M. and Sorel, N. (2011) 'Plan-led planning systems in development-led practices: an empirical analysis into the (lack of) institutionalisation of planning law', *Environment and Planning A*, 43, pp. 928–941.

Buitelaar, E., Galle, M. and Sorel, N. (2014) 'The public planning of private planning: an analysis of control and spontaneity in the Netherlands', in Andersson, D. E. and Moroni, S. (eds) *Cities and Private Planning*. Edward Elgar Publishing Limited, pp. 248–268.

Buitelaar, E., Grommen, E. and Van der Krabben, E. (2018) 'The self-organizing city: an analysis of the institutionalization of organic urban development in the Netherlands', in Squires, G., Heurkens, E., and Peiser, R. (eds) *Companion to Real Estate Development*. New York: Routledge, pp. 169–182.

Callon, M. (1998) 'Introduction: The embeddedness of economic markets in economics', in Callon, M. (ed.) *The Laws of the Markets*. Oxford: Blackwell Publishers, pp. 1–58.

Caloffi, A. and Gambarotto, F. (2017) 'Cognitive distance in public procurement and public – private partnerships : An analysis of the construction sector', 35(5), pp. 765–783.

Camacho, A. E. (2005) 'Mustering the missing voices: A collaborative model for fostering equality, community involvement and adaptive planning in land use decisions. Installment Two', *Stanford Environmental Law Journal*, 24, pp. 3–70.

Camacho, A. E. (2013) 'Community benefit agreements: a symptom, not the antidote, of bilateral land use regulation', *Brooklyn Law Review*, 78(2), pp. 355–383.

CBP for KNIC (2013) KNIC Partners and KARA Execution draft Available at: <http://northwestbronx.org/wp-content/uploads/2015/08/Exhibit-A-Community-Benefits-Program-1-1.pdf> (Accessed: 30 July 2018)

Coase, R. H. (1937) 'The nature of the firm', *Economica*, 4(16), pp. 386–405.

Coase, R. H. (1960) 'The problem of social cost', *The Journal of Law and Economics*, 56(4), pp. 837–877.

Coenradie, K. (2014) 'Buurt op de bres voor Zeeburgerpad', *De Telegraaf*, 3 September, p. 9.

Cuppen, E., Bosch-Rekveltdt, M.G.C., Pikaar, E., and Mehos, D.C. (2015) 'Stakeholder engagement in large-scale energy infrastructure projects: Revealing perspectives using Q methodology', *International Journal of Project Management*. Elsevier Ltd and Association for Project Management and the International Project Management Association, 34(7), pp. 1347–1359.

- Damen, T. (2012) 'Wonen op oude VOC-werf, tussen de hippe bedrijfjes', *Het Parool*, 3 April, p. 13.
- Davidoff, P. (1965) 'Advocacy and pluralism in planning', *Journal of the American Institute of Planners*, 31(4), pp. 331–338.
- Du Bois, W. E. B. (1903). *The souls of black folks* (Ebook). The Project Gutenberg Ebook.
- DUWO (2014) Informatieavond voor de omwonenden van Zeeburgerpad 45, 46 en 47. Amsterdam. Available at: https://www.duwo.nl/fileadmin/user_upload/Publicaties/Zeeburgerpad-terugkoppeling-informatieavond-29-januari-2014.pdf (Accessed: 11 August 2020)
- Ebke, F. W. and Steinhauer, B. M. (1995) 'The doctrine of good faith in German Contract Law', in Beatson, J. and Friedmann, D. (eds) *Good faith and fault in contract law*. Oxford: Clarendon Press, pp. 171–191.
- Eilandenoverleg (2013) *Reactie op planvorming oostenburg-noord*. Amsterdam. Available at: https://www.buurtorganisatie1018.nl/s/2015-04-21-Concept-zienwijze-bestemmingsplan_-Buurtwerkgroep-Oostenburg-Noord-Eilandenoverleg-v3.pdf (Accessed: 11 August 2020)
- Eisenberg, M. A. (1995) 'Relational contracts', in Beatson, J. and Friedmann, D. (eds) *Good faith and fault in contract law*. Oxford: Clarendon Press, pp. 291–305.
- Eisenberg, M. A. (2018) *Foundational principles of contract law*. New York: Oxford University Press.
- Emirbayer, M. (1997) 'Manifesto for a relational sociology', *American Journal of Sociology*, 103(2), pp. 281–317.
- Faems, D., Janssens, M., Madhok, A. and Van Looy, B. (2008) 'Toward an integrative perspective on alliance governance: Connecting contract design, trust dynamics, and contract application', *The Academy of Management Journal*, 51(6), pp. 1053–1078.
- Faems, D. (2008) 'Toward an integrative perspective on alliance governance: Connecting contract design, trust dynamics and contract application', *The Academy of Management Journal*, 51(6), pp. 1053–1078.
- Fagotto, E. and Fung, A. (2006) 'Empowered participation in urban governance: The Minneapolis neighborhood revitalization program', *International Journal of Urban and Regional Research*, 30(3), pp. 638–655.
- Fainstein, S. S. (2010) *The just city*. Ithaca: Cornell University Press.
- Ferré-Sadurní, L., McKinley, J. and Wang, V. (2019) 'Landmark deal reached on rent protections for tenants in N.Y.', *New York Times*.

Flyvbjerg, B. (2011) 'Case study', in Denzin, K. N. and Lincoln, S. Y. (eds) *The Sage Handbook of Qualitative Research*. 4th edition. Thousand Oaks, CA: Sage, pp. 301–316.

Flyvbjerg, B. (2001) *Making social science matter*. Cambridge: Cambridge University Press.

Flyvbjerg, B. (2002) 'Bringing power to planning research: One researcher's praxis story', *Journal of Planning Education and Research*, 21(4), pp. 353–366.

Foglesong, R. E. (1986) *Planning the capitalist city: The colonial era to the 1920s*. Princeton: Princeton University Press.

Franzén, M. (2005) 'New social movements and gentrification in Hamburg and Stockholm: A comparative study', *Journal of Housing and the Built Environment*, 20, pp. 51–77.

Freeman, L. (2019) *A haven and a hell: The ghetto in black America*. New York: Columbia University Press.

Freie und Hansestadt Hamburg (2007) *Räumliches Leitbild Entwurf: Wachsende Stadt - Grüne Metropole am Wasser*. Hamburg. Available at:

<https://www.hamburg.de/contentblob/155068/65b62ad9195e940e29ed0453626aac90/data/raeumliches-leitbild.pdf> (Accessed: 11 August 2020)

Freie und Hansestadt Hamburg (2014) *Grüne, gerechte, wachsende Stadt am Wasser: Perspektiven der Stadtentwicklung für Hamburg*. Hamburg. Available at:

<https://www.hamburg.de/contentblob/4309812/72bbf7e42477706605e49ed206a8e7a2/data/broschuere-perspektiven.pdf>.

Freie und Hansestadt Hamburg (2020a) *Private Initiativen zur Stadtteilentwicklung*. Available at: <https://www.hamburg.de/bid/4350374/business-improvement-districts/> (Accessed: 8 June 2020).

Freie und Hansestadt Hamburg (2020b) *Was will die Stadtwerkstatt*. Available at:

<https://www.hamburg.de/aufgabe/3364706/was-will-stadtwerkstatt/> (Accessed: 11 August 2020)

Freie und Hansestadt Hamburg (2010) *Kreative Milieus und offene Räume in Hamburg*. Hamburg. Available at:

<https://www.hamburg.de/contentblob/2052460/980c6596b81fd651f4f18748b7d8d25f/data/gutachten-kreative-milieus.pdf> (Accessed: 11 August 2020)

Freie und Hansestadt Hamburg (2013) *Masterplan Mitte Altona: Fundamente für ein neues Stück Stadt*. Hamburg. Available at:

<https://www.hamburg.de/contentblob/3878498/6eb7b579840b36bec10a2b72f525dd01/data/>

broschuere-masterplan-mitte-altona.pdf (Accessed: 11 August 2020)

Freie und Hansestadt Hamburg (2014) Perspektiven der Stadtentwicklung. Hamburg. Available at: <https://www.hamburg.de/contentblob/4388464/1c6718acb9bc4b27eeffd5ee63cd5cf5/data/d-6-dialog-broschuere.pdf> (Accessed: 11 August 2020)

Frère, B. (2004) 'Genetic structuralism, psychological sociology and pragmatic social actor theory proposals for a convergence of French sociologies', *Theory, Culture & Society*, 21(3), pp. 85–99.

Friedmann, J. (1993) 'Toward a non-euclidian mode of planning', *Journal of the American Planning Association*, 59(4), pp. 482–485.

Fung, A. (2004) *Empowered participation*. Princeton: Princeton University Press.

Ganuza, E. and Francés, F. (2012) 'The deliberative turn in participation: The problem of inclusion and deliberative opportunities in participatory budgeting', *European Political Science Review*, 4(2), pp. 283–302.

García-Lamarca, M., & Kaika, M. (2016). 'Mortgaged lives': the biopolitics of debt and housing financialisation. *Transactions of the Institute of British Geographers*, 41(3), 313–327.

Gemeente Amsterdam (2011a) Spelregels Zeeburgerpad 11-11-2011. Amsterdam. Available at: https://www.amsterdam.nl/publish/pages/447431/7_20111111_spelregels_zeebuzeeburg.pdf (Accessed: 11 August 2020)

Gemeente Amsterdam (2011b) Structuurvisie Amsterdam 2040 Economisch sterk en duurzaam. Available at: www.amsterdam.nl/publish/.../structuurvisie_def_maart2011_web.pdf. (Accessed at 21-06-2020)

Gemeente Amsterdam (2016a) Bestemmingsplan Stadswerf Oostenburg Toelichting. Amsterdam. Available at: https://www.planviewer.nl/imro/files/NL.IMRO.0363.A1404BPSTD-VG01/t_NL.IMRO.0363.A1404BPSTD-VG01.html (Accessed: 11 August 2020)

Gemeente Amsterdam (2016b) Koers 2025: Ruimte voor de stad. Available at: https://www.amsterdam.nl/publish/pages/869895/koers_2025_-_ruimte_voor_de_stad_versie_april_20161.pdf (Accessed: 11 August 2020)

Gemeente Amsterdam (2017) Plaberum 2017. Amsterdam. Available at: https://storage.googleapis.com/capstone01/blvc/2019/01/2c6135b9-plaberum_2017_bestuurlijk_vastgestelde_beschrijvingen.pdf (Accessed: 11 August 2020)

Gemeente Amsterdam (2020) Kerncijfers gebieden. Available at: <https://data.amsterdam.nl/specials/dashboard/kerncijfers-gebieden/2b48132b-d877-40df->

9c31-0bfc74f3ff54/ (Accessed: 24 January 2020).

Van Gent, W. P. C. (2013) 'Neoliberalization, housing institutions and variegated gentrification: How the "third wave" broke in Amsterdam', *International Journal of Urban and Regional Research*, 37(2), pp. 503–522.

Gintoff, V. (2015) Why NL Architects + BeL's winning proposal for Hamburg's St. Pauli won't win you over with glossy renders, *Archdaily*. Available at: <https://www.archdaily.com/776710/why-nl-architects-plus-bels-winning-proposal-for-hamburgs-st-pauli-wont-win-you-over-with-glossy-renders> (Accessed: 22 April 2020).

Granovetter, M. (1985) 'Economic action and social structure: the problem of embeddedness', *American Journal of Sociology*, 91(3), pp. 481–510.

Grijzen, J. (2010) *Outsourcing planning: What do consultants do in regional spatial planning in the Netherlands*. Amsterdam University Press.

Gruner, S. (2010) "'The others don't want ...": Small-scale segregation: Hegemonic public discourses and racial boundaries in German neighbourhoods', *Journal of Ethnic and Migration Studies*, 36(2), pp. 275–292.

Guinand, S. (2020) 'Re-arranging public-private partnerships: The case of South Street Seaport New York', *Journal of Urban Affairs*, forthcoming, pp. 1–17.

Harvey, D. (1989) 'From managerialism to entrepreneurialism: The transformation in urban governance in late capitalism and geography', *Geografiska Annaler*, 71(1), pp. 3–17.

Harvey, D. (2006) *The limits to capital*. London and New York: Verso.

Hesselink, M. W. (2004) *Contractenrecht in perspectief*. Den Haag: Boom Juridische uitgevers.

Hochstenbach, C. (2017) 'State-led gentrification and the changing geography of market-oriented housing policies', *Housing, Theory and Society*. Routledge, 34(4), pp. 399–419.

Hodge, G. and Bowman, D. (2006) 'The "consultocracy": the business of reforming government', in *Privatization and Market Development: global movements in public policy ideas*, pp. 97–127.

van den Hurk, M. and Hueskes, M. (2017) 'Beyond the financial logic: Realizing valuable outcomes in public-private partnerships in Flanders and Ontario', *Environment and Planning C: Politics and Space*, 35(5), pp. 784–808.

Van den Hurk, M. and Taşan-Kok, T. (2020) 'Contractual arrangements and entrepreneurial governance: Flexibility and leeway in urban regeneration projects', *Urban Studies*, forthcoming, pp. 1–19.

- Innes, J. E. and Booher, D. E. (2004) 'Reframing public participation: strategies for the 21st century', *Planning Theory & Practice*, 5(4), pp. 419–436.
- Jacobs, J. (1958) 'Downtown is for people', in Birch, E. L. (ed.) *The urban and regional planning reader*. New York: Routledge, pp. 126–131.
- Janssen-Jansen, & Van der Veen, M. (2017) 'Contracting communities: conceptualizing community benefits agreements to improve citizen involvement in urban development projects', *Environment and Planning A*, 49(1), pp. 205–225.
- Jessop, B. (1997) 'The entrepreneurial city: Re-imagining localities, re-designing economic governance, or re-structuring capital?', in Jewson, N. and MacGregor, S. (eds) *Realsing cities: New spatial division and social transformation*. London: Routledge, pp. 28–41.
- Kaika, M., & Thielen, K. (2006). Form follows power: A genealogy of urban shrines. *City*, 10(1), 59–69.
- Kaika, M. (2017). Between compassion and racism: How the biopolitics of neoliberal welfare turns citizens into affective "idiots." *European Planning Studies*, 25(8), 1275–1291.
- Kampen, J. K. and Tamás, P. (2013) 'Overly ambitious: contributions and current status of Q methodology', *Quality and Quantity*, pp. 1–18.
- Van Kernenbeek, L. and Janssen-Jansen, L. B. (2018) 'Playing by the rules? Analysing incremental urban developments', *Land Use Policy*, 72, pp. 402–409.
- Kimmelman, M. (2019) *Essex Crossing is the anti-Hudson Yards*, *New York Times*.
- Knijn, T., & Selten, P. (2005). The rise of contractualism in public services. In J. W. Duyvendak, T. Knijn, & M. Kremer (Eds.), *Policy, people, and the new professional* (pp. 19–33). Amsterdam: Amsterdam University Press.
- Koordinierungsgremium Mitte Altona (2012) Ein Moratorium für Mitte Altona. Available at: <https://www.hamburg.de/contentblob/3304236/44992acf6b67ee15e9360a1927171d16/data/dokumentation-des-koordinierungsgremiums-vom-2-2-2012.pdf> (Accessed: 11 August 2020)
- Koordinierungsgremium Mitte Altona (2015) Moratorium Altona. Available at: http://wiki.rechtaufstadt.net/index.php/Moratorium_Altona (Accessed: 17 March 2020).
- Kötz, H. (2017) *European Contract Law*. Second Edi. Oxford: Oxford University Press.

Kremer, M., & Tonkens, E. (2005). Authority, trust, knowledge and the public good in disarray. In J. W. Duyvendak, T. Knijn, & M. Kremer (Eds.), *Policy, people, and the new professional* (pp. 122–136). Amsterdam: Amsterdam University Press.

Langen, M. de (2016) 'Gegoochel', *Het Parool*, 6 April, p. 25.

Lee, C. W. (2015) *Do-it-yourself democracy: The rise of the public engagement industry*. New York: Oxford University Press.

Levine, J. R. (2016) 'The Privatization of political representation: Community-based organizations as nonelected neighborhood representatives', *American Sociological Review*, 81(6), pp. 1251–1275.

Levine, J. R. (2017) 'The paradox of community power: cultural processes and elite authority in participatory governance', 95(3), pp. 1155–1179.

Lloyd, G. (2015) *Provenance, planning and new parameters*. Amsterdam

Logan, R. J. and Molotch, H. L. (1987) *Urban futures: The political economy of place*. Berkeley, Los Angeles and London: University of California Press.

Macaulay, S. (1963) 'Non-contractual relations in business: A preliminary study', *American Sociological Review*, 28(1), pp. 55–67.

Macaulay, S. (2003) 'The real and the paper deal: Empirical pictures of relationships, complexity and the urge for transparent simple rules', *The Modern Law Review Limited*, 311(1), pp. 44–79.

Macneil, I. R. (1980) *The new social contract: An inquiry into modern contractual relations*. New Haven: Yale University Press.

Macneil, I. R. (2000) 'Relational contract theory: Challenges and queries', *Northwestern University Law Review*, 94(3), pp. 877–907.

Marcus, N. (1984) 'TDR, zoning lot merger and the well-considered plan', *Brooklyn Law Review*, 50(4), pp. 967–912.

McAuliffe, C. and Rogers, D. (2018) 'Tracing resident antagonisms in urban development: Agonistic pluralism and participatory planning', *Geographical Research*, 56(2), pp. 219–229.

McCann, E. J. (2001) 'Collaborative visioning or urban planning as therapy? The politics of public-private policy making', *Professional Geographer*, 53(2), pp. 207–218.

Mccrudden, C. (2004) 'Using public procurement to achieve social outcomes', *Natural Resources Forum*, 28(28), pp. 257–267.

Merriam-Webster (2020a) Agreement. Available at: <https://www.merriam->

webster.com/dictionary/agreement (Accessed: 21 July 2020).

Merriam-Webster (2020b) Contract. Available at: <https://www.merriam-webster.com/dictionary/contract> (Accessed: 21 July 2020).

Metzger, J., Allmendinger, P. and Oosterlyncck, Stijn (2015) 'The contested terrain of European territorial governance', in Metzger, J., Allmendinger, P., and Oosterlyncck, S. (eds) *Planning against the political: Democratic deficits in European territorial governance*. New York and London: Routledge, pp. 1–29.

Michels, A. and de Graaf, L. (2010) 'Examining citizen participation: Local participatory policy making and democracy', *Local Government Studies*, 36(4), pp. 477–491.

Needham, B. (2007) *Dutch land use planning: Planning and managing land use in the Netherlands, the principles and the practice*. The Hague: Sdu Uitgevers.

Novy, J. and Colomb, C. (2013) 'Struggling for the right to the (creative) city in Berlin and Hamburg: New urban social movements, new "spaces of hope"?' *International Journal of Urban and Regional Research*, 37(5), pp. 1816–1838.

Osborne, D. (1993) 'Reinventing government', *Public Productivity & Management Review*, 16(4), pp. 349–356.

Pen, H. (2018) 'Na de schietpartij zet Wittenburg een stap vooruit', *Het Parool*.

Pickvance, C. G. (2001) 'Four varieties of comparative analysis', *Journal of Housing and the Built Environment*, 16(1), pp. 7–28.

Planbude (2015) St. Pauli Code. Available at: <https://planbude.de/st-pauli-code/> (Accessed: 11 June 2020).

Poppo, L. and Zenger, T. (2002) 'Do formal contracts and relational governance function as substitutes or complements?', *Strategic Management Journal*, 23(8), pp. 707–725.

Poppo, L., Zhou, K. Z. and Li, J. J. (2016) 'When can you trust "trust"? Calculative trust, relational trust, and supplier performance', *Strategic Management Journal*, 741(April 2015), pp. 724–741.

Prince, R. (2012) 'Policy transfer, consultants and the geographies of governance', *Progress in Human Geography*, 36(2), pp. 188–203.

Prince, R. (2014) 'Calculative cultural expertise? Consultants and politics in the UK cultural sector', *Sociology*, 48(4), pp. 747–762.

Principles of European Contract Law art. 2:101: (1) (2002). Available at: <https://www.jus.uio.no/lm/eu.contract.principles.parts.1.to.3.2002/> (Accessed: 10 August 2020)

- Q8 (2015) Konkretisierung inklusiver strukturen in Mitte Altona: Empfehlungen des Forums eine Mitte für alle. Available at: <https://www.q-acht.net/altona/archiv/2015/2015-03-16-konkretisierung-inklusive-strukturen-mitte-altona.pdf> (Accessed: 11 August 2020)
- Raco, M. (2013) 'The new contractualism, the privatization of the welfare state, and the barriers to open source planning', *Planning Practice and Research*, 28(1), pp. 45–64.
- Raco, M. (2015) 'Conflict management, democratic demands, and the post-politics of privatisation', in Metzger, J., Allmendinger, P., and Oosterlynck, S. (eds) *Planning Against the Political: Democratic Deficits in European Territorial Governance*. New York and London: Routledge, pp. 153–171.
- Raco, M., Street, E. and Freire-Trigo, S. (2016) 'The new localism, anti-political development machines, and the role of planning consultants: lessons from London's South Bank', *Territory, Politics, Governance*, 4(2), pp. 216–240.
- Raje, F. (2007) 'Using Q methodology to develop more perceptive insights on transport and social inclusion', *Transport Policy*, 14, pp. 467–477.
- Ramlo, S. (2016) 'Centroid and theoretical rotation: Justification for their use in Q methodology research', *Mid-Western Educational Researcher*, 28(1), pp. 73–92.
- Restatement (Second) of Contracts §1 (1981) Washington, D.C.: American Law Institute.
- Restatement (Second) of Contracts §2 (1981) Washington, D.C.: American Law Institute.
- Reuten, T. (2014) *Stand van zaken Zeeburgerpad*. Amsterdam.
- Robbins, P. and Krueger, R. (2000) 'Beyond bias? The promise and limits of Q method in human geography', *Professional Geographer*, 52(4), pp. 636–648.
- Rose, N. (2000) 'Governing cities, governing citizens', in Isin, E. F. (ed.) *Democracy, citizenship and the global city* (Ebook). London and New York: Routledge, pp. 251–289.
- Rothstein, R. (2017) *The color of law: A forgotten history of how our government segregated America* (Ebook). New York and London: Liveright Publishing Corporation.
- Russel, J. S. (2019) *Why Essex Crossing is a model mega-development*, Citylab. Available at: <https://www.citylab.com/design/2019/09/essex-crossing-development-nyc-real-estate-lower-east-side/596818/> (Accessed: 22 April 2020).
- Saint-Martin, D. (1998) 'The new managerialism and the policy influence of consultants in government: An historical-institutionalist analysis of Britain, Canada and France', *Governance*, 11(3), pp. 319–356.

- Savini, F. et al. (2016) 'Amsterdam in the 21st century: Geography, housing, spatial development and politics', *Cities*. Elsevier Ltd, 52, pp. 103–113.
- Savini, F. (2016) 'Don't blame public law: The legal articulation of certainty in Amsterdam land-use planning', *Town Planning Review*, 87(4), pp. 459–479.
- Schalcken, P., Omwonenden and Buurtgroep (2015) Memorandum. Amsterdam.
- Schapper, P., Veiga Malta, J. N. and Gilbert, D. L. (2006) 'An analytical framework for the management and reform of public procurement', *Management*, 6, pp. 1–26.
- Scheller, D. and Thörn, H. (2018) 'Governing "sustainable urban development" through self-build groups and co-housing: The cases of Hamburg and Gothenburg', *International Journal of Urban and Regional Research*, 42(5), pp. 914–933.
- Schepker, D. J. et al. (2014) 'The many futures of contracts: Moving beyond structure and safeguarding to coordination and adaptation', *Journal of Management*, 40(1), pp. 193–225.
- Schmidt, S. (2009) 'Land use planning tools and institutional change in Germany: Recent developments in local and regional planning', *European Journal of Social Theory*, 17(12). d
- Selznick, P. (1949) *TVA and the grass roots: A study in the sociology of formal organization*. Berkeley and Los Angeles: University of California Press.
- Smith, D. E. (2001) 'Texts and the ontology of organizations and institutions', *Studies in Cultures, Organizations and Societies* 7(2) pp. 159–198.
- Smits, J. M. (2014) *Contract law: A comparative introduction*. Cheltenham: Edward Elgar Publishing Limited.
- Stabrowski, F. (2015) 'Inclusionary zoning and exclusionary development: The politics of affordable housing in North Brooklyn', *International Journal of Urban and Regional Research*, 39(6).
- Stadgenoot (2015) *Exploitatie behoud werkspoorhal(len) Oostenburg*. Amsterdam Available at: https://www.buurtorganisatie1018.nl/s/Werkspoorhallen_-_11_Memo_Grondexploitatie_dd_23_augustus_2015_-1.pdf (Accessed: 11 August 2020)
- Städtebaulicher Vertrag "Mitte Altona" (2014) Freie und Hansestadt Hamburg, Aurelis and PANTA. 9 May 2014 WS 012 MM 14 – V Available at: <https://www.hamburg.de/staedtebaulicher-vertrag/> (Accessed: 11 August 2020)
- Städtebaulicher Vertrag "Paloma-Viertel" (2018) Freie und Hansestadt Hamburg and Bayerische Hausbau 29 October 2018 Available at: <https://planbude.de/wp->

content/uploads/2019/03/Akte_000.00-04.pdf (Accessed: 11 August 2020).

Seward Park Mixed-Use Development RFP (2013) NYCEDC and HPD 9 January 2013 Available at: <https://docs.google.com/open?id=0B4elzUF5UOI9YTE3YVRIR2hIMUK> (Accessed: 10 May 2019)

Stapper, E. W., Van der Veen, M. and Janssen-Jansen, L. B. (2020) 'Consultants as intermediaries: Their perceptions on citizen involvement in urban development', *Environment and Planning C: Politics and Space*, 38(1), pp. 60–78.

Stein, S. (2019) *Capital city: gentrification and the real estate state*. London and New York: Verso.

Swyngedouw, E. (2005) 'Governance innovation and the citizen: the Janus face of governance-beyond-the-State', *Urban Studies*, 42(11), pp. 1991–2006.

Swyngedouw, E. (2007) 'The post-political city: Re-imagining democracy in the neoliberal city', in BAVO (ed.) *Urban Politics Now*. Rotterdam: NAI Publishers. Available at: https://www.researchgate.net/publication/281318055_The_post-political_city (Accessed: 30 July 2020), pp. 1-27.

Swyngedouw, E., Moulaert, F. and Rodriguez, A. (2002) 'New geographies of power, exclusion and injustice neoliberal urbanization in Europe : Large-scale urban development projects and the new urban policy', *Antipode*, 34, pp. 542–577.

Taşan-Kok, T. (2010) 'Entrepreneurial governance: Challenges of large-scale property-led urban regeneration projects', *Tijdschrift voor Economische en Sociale Geografie*, 101(2), pp. 126–149.

Taşan-Kok, T. et al. (2019) 'Changing public accountability mechanisms in the governance of Dutch urban regeneration', *European Planning Studies*, 27(6), pp. 1107–1128.

Tavory, I. and Timmermans, S. (2014) *Abductive analysis: Theorizing qualitative research* (Ebook). Chicago and London: The University of Chicago Press.

The City of New York (2010) *New housing marketplace plan: Creating a more affordable, viable, and sustainable city for all New Yorkers*. New York. Available at: http://americas.uli.org/wp-content/uploads/sites/125/ULI-Documents/NHMP_NYC_in-layout_FINAL.pdf. (Accessed: 21 July 2020)

The City of New York (2014) *Housing New York, A five borough, ten-year plan*. Available at: <https://www1.nyc.gov/assets/hpd/downloads/pdfs/about/housing-new-york.pdf> (Accessed: 11 August 2020)

The City of New York (2020) *NYC neighborhood planning playbook*. Available at: <https://www1.nyc.gov/site/hpd/services-and-information/nyc-neighborhood-planning-playbook.page> (Accessed: 8 June 2020).

- The City of New York (no date) Office of neighborhood strategies. Available at: <https://www1.nyc.gov/site/hpd/about/office-descriptions.page> (Accessed: 19 May 2020).
- Thévenot, L. (2002) 'Which road to follow? The moral complexity of an "equipped" humanity', in Law, J. and Mol, A. (eds) *Complexities: Social Studies of Knowledge Practices*. Durham and London: Duke University Press, pp. 53–87.
- Thévenot, L., Moody, M. and Lafaye, C. (2000) 'Forms of valuing nature: arguments and modes of justification in French and American environmental disputes', in Thévenot, L. and Lamont, M. (eds) *Rethinking Comparative Cultural Sociology: Repertoires of Evaluation in France and the United States*. Cambridge: Cambridge University Press, pp. 229–273.
- Treitel, G. (2003) *An outline of the law of contract*. Eleventh e. New York: Oxford University Press.
- Twickel, C. (2020) *Kaufen, wo andere nicht mehr können*, Zeit Online. Available at: <https://www.zeit.de/hamburg/2020-02/hamburg-reeperbahn-paloma-viertel-immobilien-grundstueck-neubau> (Accessed: 22 April 2020).
- Uitermark, J. (2009) 'An in memoriam for the just city of Amsterdam', *City*, 13(2–3), pp. 347–361.
- Uitermark, J. and Bosker, T. (2014) 'Wither the "undivided city"? An assessment of state-sponsored gentrification in Amsterdam', *Tijdschrift voor Economische en Sociale Geografie*, 105(2), pp. 221–230.
- Uitermark, J. and Duyvendak, J. W. (2008) 'Citizen participation in a mediated age: Neighbourhood governance in the Netherlands', *International Journal of Urban and Regional Research*, 32(1), pp. 114–134.
- Uittenbroek, C. J. (2014) 'Organizational values and the implications for mainstreaming climate adaptation in Dutch municipalities: Using Q-methodology', in *How mainstream is mainstreaming?: the integration of climate adaptation into urban policy*, pp. 45–65.
- United Nations (2016) *Good practices of accessible urban development: Making urban environments inclusive and fully accessible to all*. New York: United Nations.
- Urhahn (2012) *Werkboek Stadswerf Oostenburg, de ontwikkeling op weg*. Amsterdam
- van der Veen, M. (2009) *Contracting for better places. A relational analysis of development agreements in urban development projects*. Delft: Delft University Press.
- van der Veen, M. and Korthals Altes, W. K. (2011) 'Urban development agreements: do they meet guiding principles for a better deal?', *Cities*. Elsevier Ltd, 28(4), pp. 310–319.
- van der Veen, M. and Korthals Altes, W. K. (2012) 'Contracts and learning in complex urban

- projects', *International Journal of Urban and Regional Research*, 36(5), pp. 1053–1075.
- Verhoeven, I. and Tonkens, E. (2013) 'Talking active citizenship: Framing welfare state reform in England and the Netherlands', *Social Policy and Society*, 12(3), pp. 415–426.
- Verhulst, J. (2016) 'Geen woningen voor gezinnen', *Het Parool*, 4 April, p. 1.
- Vincent-Jones, P. (2007) 'The new public contracting: Public versus private ordering?', *Indiana Journal of Global Legal Studies*, 14(2), pp. 259–278.
- Vogelpohl, A. (2017) 'Consulting completed: Temporal aspects of expertise in urban development during times of fast policies', *Geographica Helvetica*, 72(1), pp. 65–76.
- Vogelpohl, A. (2018a) 'Consulting as a threat to local democracy? Flexible management consultants, pacified citizens, and political tactics of strategic development in German cities', *Urban Geography*, pp. 1–21.
- Vogelpohl, A. (2018b) 'Global expertise, local convincing power: Management consultants and preserving the entrepreneurial city', *Urban Studies*, 56(1), pp. 97–114.
- Vogelpohl, A. and Buchholz, T. (2017) 'Breaking with neoliberalization by restricting the housing market: Novel urban policies and the case of Hamburg', *International Journal of Urban and Regional Research*, 41(2), pp. 266–281.
- Volkshuisvestingsoverleg, A. (2010) 'Leidraad participatie', Amsterdam Available at: <https://assets.amsterdam.nl/publish/pages/411329/leidraadparticipatiea4digitaledigita.pdf> (Accessed: 11 August 2020)
- Walker, E. T., McQuarrie, M. and Lee, C. W. (2015) 'Rising participation and declining democracy', in Lee, C. W., McQuarrie, M., and Walker, E. T. (eds) *Democratizing inequalities: Dilemmas of the New Public Participation*. New York: NYU Press, pp. 3–23.
- Waterhout, B., Othengrafen, F. and Sykes, O. (2013) 'Neo-liberalization processes and spatial planning in France, Germany, and the Netherlands: An exploration', *Planning Practice and Research*, 28(1), pp. 141–159.
- Williamson, O. E. (1979) 'Transaction-cost economics: The governance of contractual relations', *The Journal of Law and Economics*. 22(2) pp. 233-262.
- Williamson, O. E. (1981) 'The Economics of organization: The transaction cost approach', *American Journal of Sociology*, 87(3), pp. 548–577.
- Williamson, O. E. (1993) 'Opportunism and its Critics', *Managerial and decision economics*, 14(2), pp. 97–107.

Young, I. M. (1990) *Justice and the politics of difference*. New York: Princeton University Press.

Young, I. M. (2000) *Inclusion and democracy*. New York: Oxford University Press.

Zeeburgerpad, B. (2014) *Visie Buurtgroep Zeeburgerpad*.

Zengerling, C. (2019). Governing the city of flows: How urban metabolism approaches may strengthen accountability in strategic planning. *Urban Planning*, 4(1), 187–199.

Zonneveld, J. (2013) 'In Oost bouwen ze nog wel huizen', *Het Parool*, p. 17.

Zonneveld, J. (2014) 'Zeeburgerpad vreest komst grote jongens', *Het Parool*, p. 12.

Zukin, S. et al. (2009) 'New retail capital and neighborhood change: Boutiques and gentrification in New York City', *City and Community*, 8(1), pp. 47–64.

Appendix A: Statements used for the q-sort

1	It is necessary to write down agreements with citizens or citizen representatives.	3	1	2
2	Conflicts with citizens in urban development processes can be prevented by making informal agreements (legally non-binding).	2	3	-3
3	Incorporating citizens' interests in urban development is preferably done by making agreements that are legally binding.	2	-2	0
4	There is a need for new legal instruments to organize the involvement of citizens better.	-2	3	-1
5	Asking citizens to commit to legally binding agreements in urban development projects discourages citizens from getting involved.	-1	1	3
6	Conflicts in urban development processes emerge because not enough effort is put into finding agreement with citizens.	4	4	1
7	Enthusiastic citizens should design the decision-making process concerning urban development projects themselves.	0	1	-1
8	Citizens should co-design urban development projects.	3	2	1
9	Citizens should have to ability to decide whether an urban development project is a go or a no-go, when the urban development project is presented to them.	-3	-3	0
10	Involving citizens in urban development projects is only useful through consultation.	-3	-3	-1
11	Citizens need to have the feeling that they are involved; real influence or co-designing responsibilities are unnecessary.	-1	-2	-3
12	The common interest as articulated by the city government is more important than the will of local citizens.	1	0	-2

13	Citizens have sufficient legal and political tools to influence urban policies, so special ways of involving citizens are unnecessary.	0	-2	-4
14	Involving citizens in urban development leads to much-needed democratic innovation.	0	2	1
15	Involving citizens in urban development makes it easier to solve political problems.	1	3	0
16	The added value of actively involving citizens in urban development is that different population groups meet.	1	2	3
17	Actively involving citizens in urban development in urban development is an adequate instrument to decrease social spatial inequalities.	-1	0	2
18	If there is an opportunity to participate in an urban development project, only outspoken citizens participate.	3	0	4
19	Citizens do not have enough time to participate actively in every urban development project.	0	4	0
20	Citizens are only being involved in urban development projects to disguise budget cuts.	-4	-1	-1
21	The economic development of a city is more important than the wishes of citizens.	0	-3	-2
22	It is more important that an urban development project adds to economic development than incorporating the interests of citizens.	-2	-4	-1
23	Involving citizens in urban development projects saves money and time.	-2	2	-1
24	Involving citizens in urban development is important in order to deliver bottom-up change in municipalities.	1	2	2
25	Involving citizens in urban development is necessary as a counter power to civil servants and the private sector.	-1	-2	3
26	The reason for not giving citizens a role in the urban development process is because they do not have the knowledge and expertise to make a meaningful contribution.	-3	-4	-2

27	Citizens in urban development processes are only focused on their own private interests.	4	-1	1
28	Involving citizens in development plans succeeds only through the involvement of NGOs.	-2	-2	-2
29	NGOs do not represent the interests of local citizens in urban development.	-1	1	0
30	The position of citizens is best articulated by NGOs.	-4	-1	-2
31	NGOs prevent innovative bottom-up initiatives from taking off.	-1	0	0
32	The private sector sees the involvement of citizens in urban development as part of market research.	0	0	0
33	The private sector suppresses the possibility of citizens participating in urban development projects because they fear extra costs or a loss of time.	2	-1	1
34	The government listens more to the private sector than to citizens, which means that attempts to involve citizens often fail.	-2	0	1
35	The private sector listens better to citizens than the government, because they know what the market wants.	0	-1	-4
36	Urban development projects where citizens are involved are successful because the governments lead the projects.	2	1	2
37	Civil servants represent everybody's interests in urban development projects.	2	-1	-3
38	Civil servants perceive protesting citizens as obstructers that are only focused on their own interests, and they do not take their concerns seriously.	1	0	2
39	The bureaucracy of the government prevents the involvement of citizens in urban development.	1	1	4

Appendix B: Newsarticles

Nr	Project	Paper	Title	Date	Author	Words
1	Oostenburg-Noord	Het Parool	Het Storkterrein als voorstelling	29-09-2001	Peter van Brummelen	759
2	Oostenburg-Noord	Het Parool	Niet veel Amsterdammers.....	30-07-2004	Lodewijk Bakker	716
3	Oostenburg-Noord	Het Parool	Brieven	8-05-2016	Jeroen Verhulst	474
4	Oostenburg-Noord	NRC Handelsblad	Oostelijke Eilanden Masterplan marineterrein: bekijk de eilanden als geheel, er valt zoveel te winnen	24-03-2018	Rob van Dijk, Marius Ernsting and Lex Gründeman	416
5	Oostenburg-Noord	Het Parool	Oostenburg kann best wat steun gebruiken	14-06-2018	-	461

Nr	Project	Paper	Title	Date	Author	Words
1	Zeeburgerpad	Het Parool	In Oost bouwen ze nog wel huizen	1-03-2013	Joost Zonneveld	316
2	Zeeburgerpad	Het Parool	Zeeburgerpad vreest komst grote jongens	28-02-2014	Joost Zonneveld	359
3	Zeeburgerpad	Het Parool	Buurt op de bres voor Zeeburgerpad	3-09-2014	Kirsten Coenradie	343
4	Zeeburgerpad	Het Parool	Verzet tegen hotels gevaar voor de stad	24-January-2015	-	347
5	Zeeburgerpad	Het Parool	De laatste rommelplek van de oostelijke havens	14-08-2015	Lambiek Berends	679
6	Zeeburgerpad	Het Parool	Komt hier hoogbouw of blijft het groen?	22-08-2015	Ton Damen	657

Nr	Project	Paper	Title	Date	Author	Words
1	Neue Mitte Altona	Taz, die Tageszeitung	Traum ist erlaubt: Mitte Altona mit einem Bürgerforum beginnt die Planung für das Gelände nördlich des Bahnhofs Altona. Sozial und ökologisch stellen die Anwohner sich ihre Nachbarschaft vor	07-June- 2010	Sven- Michael Veit	581
2	Neue Mitte Altona	Welt am Sonntag	Die neue Mitte Altona nimmt Gestalt an	21- November- 2010	Olaf Dittmann	148
3	Neue Mitte Altona	Taz, die Tageszeitung	Beteiligte wollen bremsen; Stadt Entwicklung Anwohner und Initiativen fordern ein Moratorium für die Planung zur Neuen Mitte Altona.	2- February- 2012	Lena Kaiser	430
4	Neue Mitte Altona	Taz, die Tageszeitung	Votum für Planung stopp: Neue Mitte Altona das Bürgerforum entscheidet sich mit großer Mehrheit für ein Moratorium	04- february- 2012	-	303
5	Neue Mitte Altona	Taz, die Tageszeitung	Vorbild Ottensen: Planung Rot- Grün in Altona verlangt sozialen mix für Neue Mitte	28-April- 2012	-	99
6	Neue Mitte Altona	Taz, die Tageszeitung	Lieber nochmal rechnen; Stadt Entwicklung bevor die Planungen zum groß Projekt Neue Mitte Altona endgültig festgezurr werden, prüft die Stadt die Finanzierungsmodalitäten	6-july-2012	Lena Kaiser	482
7	Neue Mitte Altona	Taz, die Tageszeitung	Bahn frei für die Mitte Altona; Stadtentwicklung Deutsche Bahn geht die Verlagerung des Bahnhofs Altona an.	9-July- 2012	Sven- Michael Veit	422
8	Neue Mitte Altona	Taz, die Tageszeitung	Verschenkte Chance; Kommentar: Lena Kaiser über die Neue Mitte Altona	16-August- 2012	Lena Kaiser	216
9	Neue Mitte Altona	Taz, die Tageszeitung	Wem gehört Altona; Neue Mitte was auf dem Gelände nördlich des Altonaer Bahnhofs entstehen soll, ist nicht heraus; Während die Eigentümer	23-August- 2012	Lena Kaiser	438

			Gewerbeflächen favorisieren, fordert eine Initiativen sozialen Wohnungsbau			
10	Neue Mitte Altona	Taz, die Tageszeitung	ECE darf planen und bauen; Stadtplanung Senat und Projektentwickler einig über Konzept für Neue Mitte Altona.	12-September-2012	Marco Carini	400
11	Neue Mitte Altona	Taz, die Tageszeitung	Wir brauchen Platz; Stadt Entwicklung das Netzwerk autofreie Mitte Altona will im Planungsprozess mitmischen	03-June-2013	-	390
12	Neue Mitte Altona	Die Welt	Harte Kritik an Neuer Mitte Altona: Internes Behördenpapier: Stadt plant ungesunde und minderwertige Wohnbebauung	20-june-2013	Axel Tiedemann	473
13	Neue Mitte Altona	Taz, die Tageszeitung	Neue Mitte in der Bandschleife; Stad 13Entwicklung Die Bahn verschiebt die Entscheidung über den Umzug des Bahnhofs Altona und blockiert damit die plane für die Neue Mitte	9-September-2013	Kai Von Appen	652
14	Neue Mitte Altona	Die Welt	Gelände für Neue Mitte Altona kontaminiert; 3500 Wohnungen sollen hier entstehen	20-September-2013	Nina Paulsen	245
15	Neue Mitte Altona	Die Welt	Mitte Altona: Weitere Verzögerungen; Die Stadt verhandelt noch mit Investoren.	8-October-2013	Iris Hellmuth	482
16	Neue Mitte Altona	Die Welt	Altona verkauft Schulhofe für den Wohnungsbau: mehr als 1000 neue Wohnungen geplant	9-december-2013	Axel Tiedemann	283
17	Neue Mitte Altona	Taz, die Tageszeitung	Neue Mitte kann losgehen; Altona der Senat einigt sich mit Grundstückseigentümern auf Grundlagen für das größte bau Projekt nach der Hafencity	18-december-2013	Marco Carini	515
18	Neue Mitte Altona	Die tageszeitung	Schöne Neue Mitte Altona: Bauprojekt Senat und Grundstückseigentümer einigen sich, Kritiker vermissen Transparenz	27-December-2013	-	612

19	Neue Mitte Altona	Taz, die Tageszeitung	Bahn verspätet sich weiter; Altona über dem Umzug des Bahnhofs wird später entscheiden. Bauprojekt Neue Mitte auf der Kippe	18-february-2014	-	321
20	Neue Mitte Altona	Taz, die Tageszeitung	Bahn frei für Neue Mitte Altona	02-July-2014	Lena Kaiser	548
21	Neue Mitte Altona	Spiegel Online	Hamburgs neuer Hauser	30-July-2014	Franziska Bossy	542
22	Neue Mitte Altona	Taz, die Tageszeitung	Neue Mitte Altona	31-July-2014	-	92
23	Neue Mitte Altona	Taz, die Tageszeitung	Neue Mitte Altona kriegt Profil: Wettbewerb Oberbau Direktor stellt entwurfe ersten Bauabschnitt vor.	31-July-2014	Marco Carini	464
24	Neue Mitte Altona	Taz, die Tageszeitung	Bahn frei für neue Wohnformen; Wohnprojekte I Hamburg fordert Baugemeinschaften, indem es 20 Prozent des städtischen Baulandes reserviert, auf dem Wohnungen entstehen.	13-September-2014	Hannes Stepputat	572
25	Neue Mitte Altona	Taz, die Tageszeitung	Noch ein Schulhof auf dem Dach; Enge die Neue Stadteilschule in Mitte Altona soll Park- und Dachflächen als Schulhof nutzen.	15-October-2014	Kaija Kutter	610
26	Neue Mitte Altona	Suddeutsche Zeitung	Mix aus Denkmälern und Neubauten: Hamburg bekommt nach der Hafencity ein weiteres städtebauliches Groß Project – das Stadtviertel Neue Mitte Altona	24-October-2014	Sabine Richter	1081
27	Neue Mitte Altona	Die Welt	Start für einen neuen Stadtteil: Spatenstich für die Neue Mitte Altona – mittelfristig Sollen hier 2fast 3500 Wohnungen entstehen	19-November-2014	Axel Tiedemann	535

28	Neue Mitte Altona	Die Welt	Bahn frei für die Große Neue Mitte Altona: Vertrag zur Bahnhof-Verlegung unterzeichnet.	20- December- 2014	Axel Tiedemann	840
29	Neue Mitte Altona	Die Welt	Start für das neue Altona: Bauarbeiten für Hamburgs zweitgrößtes Bau Projekt beginnen	25- February- 2016	Eva Eusterhus	932
30	Neue Mitte Altona	Zeit Online	Wie viel Grün Bekommt das neue Altona? Die ersten Wohnungen von Mitte Altona werden gebaut – doch wird es in Hamburgs zweitgrößten wohn Projekt auch grün geben?	25- February- 2016	Mark Spörrle	2267
31	Neue Mitte Altona	Handelsblatt	Immobilienprojekt Neue Mitte Altona; Vorbildliche Inklusion in Hamburg	3- November- 2016	Reiner Reichel	1006
32	Neue Mitte Altona	Bild	Die größten bau Projekte der Stadt von oben: Aussicht auf 4581 Wohnungen	29-August- 2018	Michaela Klauer	386
33	Neue Mitte Altona	Welt online	Bezirkschefin Liane Melzer; In dieser Art zu bauen liegt die Zukunft	13-January- 2019	Eva Eusterhus	1352
34	Neue Mitte Altona	Die Welt	In dieser Art zu bauen liegt die Zukunft: Altona boomt, kaum ein andere Bezirk schiebt so viele Groß Projekte an.	14-January- 2019	Eva Eusterhus	1293
35	Neue Mitte Altona	Hamburger Morgenpost	Neue Mitte Altona: Manhattan lasst Grüßen	27- December- 2019	-	711
36	Neue Mitte Altona	Hamburger Morgenpost	Neue Mittel Altona: Autoarmes Quartier7gescheitert? Stadt setzt neue Regeln durch	21-April- 2020	Mike Schlink	494

Nr	Project	Paper	Title	Date	Author	Words
1	Paloma Viertel	Immobilien Zeitung	City Nord Hamburg; Zum 50. Geburtstag nur noch wenige Plätze frei	26-February-2009	-	1604
2	Paloma Viertel	Die Welt	Verjüngskur für das Esso-Haus; Einstige Kozernzentrale in der City Nord wird für 25 Millionen Euro saniert – Hotelneubau geplant	13-October-2009	Gisela Schütte	439
3	Paloma Viertel	Taz, die Tageszeitung	Kampf um St. Pauli; Gentrifizierung auf dem Areal der "Esso Häuser" am Speilbudenplatz könnte die Politik eine der letzten Chancen nutzen, der Yuppiesierung von St. Pauli etwas entgegenzusetzen	22-September-2010	Lena Kaiser	564
4	Paloma Viertel	Taz, die Tageszeitung	Büroturm im Sperrgebiet; Wohnungsmangel 6000 Menschen demonstrieren in Hamburg gegen leer stand.	25-October-2010	Lena Kaiser and Kai von Appen	767
5	Paloma Viertel	Taz, die Tageszeitung	Unter Konsensdruck; Abriss Das Areal der "Esso Häuser" am Spielbudenplatz ist umkämpft.	22-November-2010	Lena Kaiser	506
6	Paloma Viertel	Taz, die Tageszeitung	Esso-Häuser: Abriss rückt näher; Gentrifizierung Der Investor, der über die Zukunft der "Esso Häuser" am Speilbudenplatz 7entscheidet, hält Abriss der Häuser für sinnvoll	17-May-2011	Lena Kaiser	509
7	Paloma Viertel	Taz, die Tageszeitung	Verdrängt wird niemand; St. Pauli an den Esso-Häusern am Spielbudenplatz scheiden sich die Geister	23-May-2011	Lena Kaiser	655
8	Paloma Viertel	Taz, die Tageszeitung	Charme verliert gegen Geld; Reeperbahn Investor beendet die Gespräche mit der Initiative für den Erhalt der "Esso Häuser" und will	8-February-2012	Janis Dietz	529

			einen Neubau am Spielbudenplatz.			
9	Paloma Viertel	Taz, die Tageszeitung	Kein Abriss ohne Kompromiss; Esso Häuser Nach dem Alleingang der Bayerischen Hausbau, den Dialog mit der Anwohner-Initiative aufzukündigen, stellen sich Bezirkspolitiker von GAL und SPD quer	10-February-2012	Lena Kaiser	518
10	Paloma Viertel	Taz, die Tageszeitung	Esso-Initiative Außen vor; Stadtentwicklung der Investor Bayerische Hausbau will exklusiv mit seinen MieterInnen sprechen	19-March-2012	KNÖ	292
11	Paloma Viertel	Taz, die Tageszeitung	Tauziehen um Erhalt der Esso-Häuser geht weiter; Gentrifizierung Stadt will Gutachten bezahlen.	13-October-2012	LKA	325
12	Paloma Viertel	Die Welt	Umstrittenes Gutachten auf Staatskosten zu Esso-Häusern; Stadt 13zahlt für weitere Expertise zum Zustand der Gebäude am Spielbudenplatz	11-January-2013	Ulrich Gassdorf	882
13	Paloma Viertel	Welt Online	Esso-Häuser; Gutachten auf Staatskosten sorgt für Streit	11-January-2013	Ulrich Gassdorf	904
14	Paloma Viertel	Die Welt	Prominente Abrissgegner; Persönlichkeiten aus Wirtschaft und Kultur machen sich in einem gemeinsamen Manifest für den Erhalt der maroden Esso-Häuser an der Reeperbahn stark	11-June-2013	Ulrich Gassdorf; Marlies Fischer	665
15	Paloma Viertel	Die Welt	Umstrittene Esso-Häuser offenbar stark baufällig; Gutachten wird Donnerstag veröffentlicht	12-June-2013	Ulrich Gassdorf	203
16	Paloma Viertel	Die Welt	Mieter der Esso-Häuser erhalten Recht auf Rückkehr; Bayerische Hausbau will	20-July-2013	Anne Fuchs; Charlotte Gerling;	733

			Ersatzwohnungen auf St. Pauli stellen.		Friederike Ulrich	
17	Paloma Viertel	Taz, die Tageszeitung	Esso-Häuser kommen weg; Gentrifizierung die Bayerische Hausbau hat die Abriss des Komplexes an der Reeperbahn beantragt, der Bezirksamtsleiter sieht dagegen kein Mittel	16-August-2013	Carsten Bisping	486
18	Paloma Viertel	Die Welt	Abriss der Esso-Häuser wird wohl genehmigt; Hitziges Informationstreffen mit Anwohnern	25-August-2013	-	297
19	Paloma Viertel	Welt am Sonntag	Karriere in der Mitte der Stadt; Bezirksamtsleiter Andy Grote ist seit 15 Monaten Herr über den Kiez und die Innenstadt.	25-August-2013	Ulrich Gassdorf	1200
20	Paloma Viertel	Die Welt	Es ist ein totaler Schlamassel; Ein Streitgespräch über die Zukunft der Esso-Häuser an der Reeperbahn.	30-August-2013	Ulrich Gassdorf and Daniel Szewczyk	1962
21	Paloma Viertel	Taz, die Tageszeitung	Zukunft für Clubs ungewiss; Esso-Häuser Clubs sollten zu gleichen Konditionen zurückkehren, aber davon ist jetzt keine Rede mehr	27-September-2013	Dominik Brück	299
22	Paloma Viertel	Die Welt	Esso-Häuser: Steg soll Umzug leiten; Noch wohnen 90 Parteien im Abbruchhaus	30-August-2013	Ulrich Gassdorf	173
23	Paloma Viertel	Die Welt	Hamburg Kompakt; Reeperbahn: Mieterinitiative zeigt Besitzer der Esso-Häuser an	9-October-2013	-	606
24	Paloma Viertel	Spiegel Online	Polizei evakuiert Esso-Häuser wegen Einsturzgefahr	15-December-2013	-	379
25	Paloma Viertel	Welt Online	Hamburg; Einsturzgefahr – Häuser auf Reeperbahn evakuiert	15-December-2013	-	335

26	Paloma Viertel	Welt Online	Hamburg; Solidaritäts-Demo für Mieter der "Esso-Häuser"	16-December-2013	Daniel Schäfer, Axel Tiedemann, André Zand-Vakili and Michaela Klauer	843
27	Paloma Viertel	Die Welt	Einsturzgefahr: Esso-Häuser über Nacht evakuiert; Weil Gebäude plötzlich schwankt, müssen Bewohner ihre Wohnungen überstürzt verlassen	16-December-2013	Daniel Schäfer, André Zand-Vakili and Axel Tiedemann	629
28	Paloma Viertel	Spiegel Online	Hamburger Esso-Häuser sind unbewohnbar	17-December-2013	-	365
29	Paloma Viertel	Taz, die Tageszeitung	Weihnachten im Hostel; Alle raus! Die maroden Esso-Häuser an der Hamburger Reeperbahn sind am Wochenende evakuiert worden	18-December-2013	Marta Popowska	692
30	Paloma Viertel	Die Welt	Esso-Häuser: Ehemalige Bewohner erheben schwere Vorwürfe; Viele der 91 Betroffenen werden die Weihnachtstage in Hotels verbringen	19-December-2013	Denis Fengler	780
31	Paloma Viertel	Welt Online	Nach Evakuierung; Mieter der "Esso-Häuser" erheben schwere Vorwürfe	19-December-2013	Denis Fengler	796
32	Paloma Viertel	Taz, die Tageszeitung	Wer ist schuld?; Esso-Häuser nach der Evakuierung der maroden Gebäude müsse die Eigentümerin Bayerische Hausbau belangt und nicht belohnt werden, findet die Initiative Esso-Häuser	19-December-2013	Lena Kaiser	501
33	Paloma Viertel	Die Zeit	Rettet den Schmutz!; In Hamburg eskaliert ein Streit um Wohnhäuser auf St. Pauli.	19-December-2013	Maximilian Probst	462

34	Paloma Viertel	Taz, die Tageszeitung	Touri36st in der eigenen Stadt; Umzug Andreas Sidiropoulos ist einer der Bewohner der Esso-Häuser, die ihre Wohnung wegen akuter Einsturzgefahr verlassen mussten.	24-December-2013	Ilka Kreuzträger	775
35	Paloma Viertel	Die Welt	Esso-Häuser: Montag beginnt Räumung; Bewohner dürfen nicht selbst Kisten packen	26-August-2014	Friederike Ulrich	246
36	Paloma Viertel	Die Welt	Angriff auf die Polizei: St. Pauli stellt sich gegen die Gewalttäter; Initiative überreicht gemeinsame Erklärung.	3-January-2014	Denis Fengler	819
37	Paloma Viertel	Die Welt	Geheimpapier: Staatsschutz warnt vor weiteren linksradikalen Anschlägen; Szene ist nacht Polizei-Einschätzung durch Auseinandersetzung um Rote Flora, Esso-Häuser und Flüchtlinge gewaltbereiter geworden	6-January-2014	André Zand-Vakili	669
38	Paloma Viertel	Taz, die Tageszeitung	Umzug ins Zwischelager; Evakuierung Die Bewohner der Hamburger Esso-Häuser packen ihre Sachen.	6-January-2014	Janto Rössner	510
39	Paloma Viertel	Zeit Online	Ach wie schön lebt es sich in der Gefahrenzone; Polizisten im Ganzkörperpanzer, 40Polizeisporter auf Spähfahrt und mittendrin im Hamburger Gefahrengbiet: 50.000 Bewohner.	8-January-2014	Jan Freitag	1105
40	Paloma Viertel	Die Welt	Stadt im Fokus; Esso-Häuser; Abbruch der Esso-Häuser unter Auflagen	17-January-2014	-	265
41	Paloma Viertel	Welt Online	Reeperbahn; Geisterbau- Esso-Häuser sind fast komplett geräumt	17-January-2014	-	335

42	Paloma Viertel	Spiegel Online	Eine Stadt schreit sich an	20-January-2014	Fabian Reinbold	997
43	Paloma Viertel	Die Welt	Hamburg Kompakt; St. Pauli: Viele Ex-Esso hausbewohner noch ohne Ersatzwohnung	8-February-2014	-	500
44	Paloma Viertel	Welt Online	Hamburger Reeperbahn; Abriss der berühmten Kiez-Tankstelle hat begonnen	13-February-2014	-	400
45	Paloma Viertel	Taz, die Tageszeitung	Mut zur Lücke; Verhärtete Fronten die Bayerische Hausbau erhöht den Druck; Sie will die "Esso-Häuser" am Spielbudenplatz auf St. Pauli zwar in Kürze abreißen, aber nur neu bauen, wen die SPD von ihrer Forderung abrückt, dass dort zur Hälfte Sozialwohnungen gebaut werden sollen	21-February-2014	Lena Kaiser	645
46	Paloma Viertel	Welt Online	Hamburg; Investor droht mit riesiger Baulücke auf Esso-Areal	21-February-2014	-	357
47	Paloma Viertel	Die Welt	Esso-Häuser: Investor setzt Bezirk Mitte unter Druck; Bayerische Hausbau will das Ensemble abreißen, aber nicht die geforderte Menge Sozialwohnungen bauen	22-February-2014	Axel Tiedemann	798
48	Paloma Viertel	Die Welt	Esso-Häuser: Neubau ungewiss; Investor und Bezirk streiten um Quote	14-March-2014	-	144
49	Paloma Viertel	Taz, die Tageszeitung	Eine gewisse Blockade; Esso Häuser Die Bayerische Hausbau hat angedroht, am Spielbudenplatz nicht neu zu bauen.	18-March-2014	Lena Kaiser	680
50	Paloma Viertel	Die Welt	Grüne: Stadt soll Esso-Häuser kaufen; Eigentümer Bayerisch Hausbau lehnt ab.	8-April-2014	Ulrich Gassdorf	397

51	Paloma Viertel	Welt Online	Bürgerbeteiligung; Esso-Häuser-Initiative pocht auf Mitspracherecht	24-April-2014	-	606
52	Paloma Viertel	Taz, die Tageszeitung	Ein Container für Ideen; Stadtentwicklung Bürgerinitiativen fordern ein Mitspracherecht bei der Planung der Esso Häuser	25-April-2014	Stef	306
53	Paloma Viertel	Die Welt	Anwohner wollen selbst Ideen für Neubau auf Esso-Areal entwickeln; Initiative fordert verbindliches Mitspracherecht bei der Planung	25-April-2014	Daniel Schäfer	754
54	Paloma Viertel	Taz, die Tageszeitung	Abriss – und dann?; Gentrifizierung I Das Ende der Esso-Häuser rückt näher, die Diskussion, was aus dem Gelände wird, ist noch nicht vorbei	10-May-2014	Meret Michel	714
55	Paloma Viertel	Taz, die Tageszeitung	Gewalt ohne Folgen; Gentrifizierung II Die Esso-Häuser-Security ging einen Bezirkspolitiker der Piraten körperlich an – doch die Staatsanwaltschaft winkt ab	10-May-2014	KVA	428
56	Paloma Viertel	Taz, die Tageszeitung	Die Esso-Häuser	10-May-2014	-	115
57	Paloma Viertel	Welt Online	Reeperbahn; Esso-Häuser-Investor bietet Kompromiss an	30-May-2014	Ulrich Gassdorf	902
58	Paloma Viertel	Die Welt	Stadt im Fokus; Esso-Häuser: Pauli-Initiative will Investor-Angebot prüfen	31-May-2014	-	153
59	Paloma Viertel	Die Welt	Teure Bürgerbeteiligung bei Neubau auf Esso-Gelände; Mitte stellt Beteiligungsverfahren für fast 100.000 euro vor.	23-July-2014	Insa Gall and Ulrich Gassdorf	761
60	Paloma Viertel	Taz, die Tageszeitung	Vorschläge in Lego; Planbude die Anwohner können jetzt mitbestimmen, was auf dem Areal der	30-October-2014	Katharina Schipkowski	534

			ehemaligen Esso-Häuser gebaut wird.			
61	Paloma Viertel	Immobilien Zeitung	Hamburg: 60% geförderte Wohnungen für Esso-Häuser Areal	20-May-2015	Friedhelm Feldhaus	609
62	Paloma Viertel	Immobilien Zeitung	Bayerische Hausbau knackt den St.-Pauli-Code	28-May-2015	-	657
63	Paloma Viertel	Taz, die Tageszeitung	Esso-Häuser: Alle voll des Lobes; Stadentwicklung Städtebaulicher Wettbewerb für Grundstück am Spielbudenplatz endet mit einstimmiger Jury-Entscheidung.	24-September-2015	Gernot Knodler	466
64	Paloma Viertel	Die Welt	Niederländer planen Dachgärten auf Esso-Areal; Siegerentwurf des städtebaulichen Wettbewerbs zur Gestaltung des Geländes auf St. Pauli gekürt	24-September-2015	Jannik Schappert	802
65	Paloma Viertel	Welt Online	Hamburg; Niederländer planen Dachgärten auf Esso-Areal	24-September-2015	Jannik Schappert	803
66	Paloma Viertel	Immobilien Zeitung	NL und BeL setzen den St.-Pauli-Code um	1-October-2015	-	279
67	Paloma Viertel	Taz, die Tageszeitung	Esso-Areal wird beplant; Bürgerwerkstatt Neubebauung des Esso-Areals am Spielbudenplatz nimmt konkrete Formen an	20-July-2016	-	216
68	Paloma Viertel	Die Welt	Der St. Pauli-Code steht; Stadt und Investor präsentieren die Architektur der neuen Esso-Häuser	24-September-2016	Maritn Emermacher	843
69	Paloma Viertel	Hamburger Morgenpost	So cool werden die neuen Esso-Häuser; St. Pauli Live-Clubs, XXL-Balkon, Basketball-Platz auf dem Dach – und rund 200 Wohnungen.	24-September-2016	Ankea Janssen	434

70	Paloma Viertel	Zeit Online	170.000 Euro im Müll; Was jedes Jahr so in den Hamburger Mülleimern landet.	26-September-2016	Mark Spörrle	3044
71	Paloma Viertel	Zeit Online	Wie sollen die neuen Esso-Häuser heißen?; Der Neubau bracht einen Namen – "Esso" darf nicht darin vorkommen	19-April-2017	Mark Spörrle	2801
72	Paloma Viertel	Welt Online	Reeperbahn; Aus dem Ex-Esso-Areal wird das Paloma Viertel	30-May-2017	-	171
73	Paloma Viertel	BILD	Wo die Esso-Häuser standen, entsteht jetzt das Paloma Viertel; So wird der Kiez zusammengewürfelt	31-May-2017	Jörg Köhnmann	333
74	Paloma Viertel	Hamburger Morgenpost	Neubau heißt Paloma-Viertel	31-May-2017	Mike Schlink	82
75	Paloma Viertel	Taz, die Tageszeitung	Irgendwann loslassen können; Abgang nach 18 Jahren im Amt ist für Hamburgs Oberbaudirektor Jörn Walter nächste Woche Schluss.	3-July-2017	Lena Kaiser, Gernot Knödler	1661
76	Paloma Viertel	Bild	Quartier auf Esso-Häuser-Gelände fertig zusammengewürfelt; La Paloma, Oje	8-October-2017	Jörg Köhnemann	249
77	Paloma Viertel	Welt Online	Esso-Häuser; So geht es im Paloma-Viertel auf dem Kiez weiter	8-May-2018	-	617
78	Paloma Viertel	Taz, die Tageszeitung	Es wird sozial; Die Nachfolge der Esso-Häuser am Spielbudenplatz nimmt Form an: Viel geförderter Wohnraum soll ab 2019 gebaut werden.	9-May-2018	Philipp Steffens	514
79	Paloma Viertel	Immobilien Zeitung	Prozess zum Paloma-Viertel ist als Schablone ungeeignet	17-May-2018	-	375

Nr	Project	Paper	Title	Date	Author	Words
1	Kingsbridge Armory	Daily News	Duty calls at armory. City calls for plans on building overdue for revamp	27-September-2006	Bill Egbert	432
2	Kingsbridge Armory	The New York Times	An armory, long furlough, soon to get its orders	5-November-2006	Jennifer Bleyer	718
3	Kingsbridge Armory	Daily News	Task force sounds off: City drops gag order on armory plans, and local leaders say it's all good	15-May-2007	Bill Egbert	406
4	Kingsbridge Armory	The New York Times	A neighborhood in waiting – Correcting appended	12-August-2007	Jake Mooney	1564
5	Kingsbridge Armory	The New York Times	Yet again, a majestic armory contemplates its future	28-October-2007	Gregory Beyer	289
6	Kingsbridge Armory	Daily News	Ups and downs in Bronx: Boro dug in as major changes got underway	30-December-2007	Bob Kappstatter	1076
7	Kingsbridge Armory	Daily News	Related wins armory rehab project	21-March-2008	Bill Egbert	408
8	Kingsbridge Armory	The New York Post	Mall of duty- Armory's \$310m retail rehab	21-April-2008	Tom Topousis	376
9	Kingsbridge Armory	The New York Times	City says the Kingsbridge Armory will become a shopping center	22-April-2008	Timothy Williams	912
10	Kingsbridge Armory	Daily News	Coalition waging battle with armory developer for Kingsbridge benefits	25-April-2008	Bill Egbert	329
11	Kingsbridge Armory	The New York Times	Bronx groups demand a voice in a landmark's revival	25-June-2008	Terry Pristin	1233
12	Kingsbridge Armory	Daily News	Shopping for approval. Public hearing on	2-October-2008	Bill Egbert	458

			Kingsbridge Armory mall plan			
13	Kingsbridge Armory	Daily News	Battle brewing over tax break for armory developer	10-March-2009	Bill Egbert	404
14	Kingsbridge Armory	Daily News	Small biz owners fight bx. Big-box store plan	16-July-2009	Albor Ruiz	569
15	Kingsbridge Armory	Daily News	Armory goes to people: Public hearing on controversial plan to be held tonight	27-July-2009	Mike Jaccarino	290
16	Kingsbridge Armory	Daily News	An armory food fight: Public hearings focus on market plan	10-September-2009	Bill Egbert	425
17	Kingsbridge Armory	The New York Times	Proposed supermarket divides Bronx community	30-September-2009	Terry Pristin	1293
18	Kingsbridge Armory	The New York Times	Planners accept proposal for mall at Bronx Armory	20-October-2009	Sam Dolnick	634
19	Kingsbridge Armory	The New York Times	Coalition vows wage fight over Kingsbridge Armory mall proposal	17-November-2009	Sam Dolnick	1082
20	Kingsbridge Armory	Daily News	Wages stall mall: Bloominixes armory projects pay mandate	18-November-2009	Frank Lombardi	513
21	Kingsbridge Armory	Daily News	Build bridge to good Bronx jobs	19-November-2009	Errol Louis	630
22	Kingsbridge Armory	Daily News	Armory plan standoff, council panel set to kill deal if builder won't pay living wage	23-November-2009	Bill Egbert	365
23	Kingsbridge Armory	The New York Times	Voting 45-1, council rejects \$310 million plan for mall at Bronx armory	15-December-2009	Sam Dolnick	882

24	Kingsbridge Armory	The New York Post	A Bronx bummer – Mike's armory plan shot down	15-December-2009	Sally Goldenberg	374
25	Kingsbridge Armory	Daily News	Council armory assault nixes bx. Shopping mall	15-December-2009	Frank Lombardi	373
26	Kingsbridge Armory	Daily News	Kissing jobs goodbye	15-December-2009	Editorial	504
27	Kingsbridge Armory	The New York Post	Mike's call to armory – will veto council's vote to kill 1200 jobs	16-December-2009	David Seifman	453
28	Kingsbridge Armory	The New York Times	A stimulus that's short of stimulating	16-December-2009	Jim Dwyer	733
29	Kingsbridge Armory	The New York Post	Lunatics in charge – council's mad Kingsbridge vote	17-December-2009	Steve Cuozzo	774
30	Kingsbridge Armory	The New York Post	Mike rips blunder in the Bronx	17-December-2009	David Seifman	150
31	Kingsbridge Armory	The New York Post	Kingsbridge Commissar	18-December-2009	-	413
32	Kingsbridge Armory	The New York Times	Council overrides veto, blocking plan for armory mall	22-December-2009	Sam Dolnick	538
33	Kingsbridge Armory	Daily News	Council gives 'Bah! Humbug!' to Mike vetoes	22-December-2009	Erin Einhorn and Frank Lombardi	494
34	Kingsbridge Armory	The New York Post	'No jobs': A promise he'll keep	23-December-2009	-	203

35	Kingsbridge Armory	Daily News	Bad job on jobs	24-December-2009	Editorial	434
36	Kingsbridge Armory	Daily News	Diaz maps plan for Bronx of the future	26-February-2010	Bob Kappstatter	599
37	Kingsbridge Armory	Daily News	Ruben's second thoughts	11-March-2010	Editorial	161
38	Kingsbridge Armory	Daily News	Armory task force	24-March-2010	Bill Egbert	388
39	Kingsbridge Armory	The New York Post	Empty Armory Haunting Ambitious Bronx Beep	28-March-2010	David Seifman	271
40	Kingsbridge Armory	Daily News	This domino must not fall	3-April-2010	Editorial	464
41	Kingsbridge Armory	Daily News	An armory tug of war: Plan to move new schools in and boot military units stalls	7-April-2010	Brendan Brosh and Daniel Beekman	423
42	Kingsbridge Armory	Daily News	Domino Effect	10-April-2010	Editorial	379
43	Kingsbridge Armory	The New York times	Community pacts questioned in the zoning process	28-April-2010	Terry Pristing	1336
44	Kingsbridge Armory	The New York Times	Wage proposal for workers at subsidized projects may prompt a fight at city hall	24-May-2010	Sam Dolnick	631
45	Kingsbridge Armory	Daily News	Living wage kills projects, Bloomy says	25-May-2010	Erin Einhorn	246
46	Kingsbridge Armory	Daily News	Churches fighting for living wages	10-October-2010	Albor Ruiz	543
48	Kingsbridge Armory	The New York Post	In the Bronx, an empty sore instead of jobs	12-December-2010	Candice M. Glove	471
49	Kingsbridge Armory	Daily News	Diaz jobs the Bronx	14-December-2010	Editorial	399

50	Kingsbridge Armory	Daily News	Don't gimme shelter. Beep rips Mike's Wakefield bid	17-December-2010	Mike Jaccarino and Kate Lucadamo	358
51	Kingsbridge Armory	The New York Post	I'll be savior of armory – Rolls-Royce Rev.'s Bx. Conversion BID	21-June-2011	David Seifman	468
52	Kingsbridge Armory	Daily News	BEEP's taking heat on armory report	30-June-2011	Bob Kappstatter	743
53	Kingsbridge Armory	The New York Post	Deal near after armory debacle	12-January 2012	David Seifman	558
54	Kingsbridge Armory	The New York Times	As wage concerns ebb, Bronx armory push is revived	12-January-2012	Kate Taylor and David W. Chen	753
55	Kingsbridge Armory	Daily News	Setting the state Diaz's state of borough will boast development	23-February-2012	Daniel Beekman	567
56	Kingsbridge Armory	Daily News	Rodeo is a-coming! Cowboys will gallup into vacant armory	6-March-2012	Daniel Beekman	491
57	Kingsbridge Armory	Daily News	What a n-ice idea! Kingsbridge Armory rink on the mark	21-March-2012	Daniel Beekman	423
58	Kingsbridge Armory	Daily News	Beep's power play. Diaz push to turn armory into ice center	24-August-2012	Tanyanika Samuels	442
59	Kingsbridge Armory	The New York Times	Ice center with 9 rinks is proposed for Bronx armory	24-August-2012	Winnie Hu	575
60	Kingsbridge Armory	The New York Post	Diaz in the penalty box	29-August-2012	Editorial	361
61	Kingsbridge Armory	Daily News	Cooler than ice: Legends urge hip-hop museum in place of sports center	18-September-2012	Daniel Beekman	453
62	Kingsbridge Armory	Daily News	Risky propositions	24-September-2012	Editorial	519

63	Kingsbridge Armory	Daily News	Cheers and jeers at forum: One would-be armory developer attended 2 nd meet, another didn't	19-October-2012	Daniel Beekman	443
64	Kingsbridge Armory	Daily News	Forgotten armory Diaz nearly omits mega-project from boro address	20-February-2013	Denis Slattery	441
65	Kingsbridge Armory	Daily News	Armory plans to be unveiled	22-April-2013	Tanyanika Samuels	356
66	Kingsbridge Armory	The New York Times	Plan for ice center in Bronx armory moves forward	24-April-2013	Winnie Hu	780
67	Kingsbridge Armory	Daily News	Worth the skate armory set to become Kingsbridge national ice center	25-April-2013	Jennifer H. Cunningham	379
68	Kingsbridge Armory	Daily News	Cut from same blade green-friendly both inside & out at Kingsbridge ice center	2-June-2013	Jennifer H. Cunningham	448
69	Kingsbridge Armory	Daily News	Ice, Ice, Baby! CB7 backs massive skating palace planned for Kingsbridge Armory	19-September-2013	Jennifer H. Cunningham	502
70	Kingsbridge Armory	The New York Times	Scrutiny over Bronx councilman's demands for ice center plan	22-November-2013	Winnie Hu	1014
71	Kingsbridge Armory	The New York Times	City council approves an ice center for the Bronx	11-December-2013	Winnie Hu	672
72	Kingsbridge Armory	The New York Times	Plans for huge ice center in Bronx stall	7-June-2014	Winnie Hu	543
73	Kingsbridge Armory	The New York Times	Plan to build ice center in the Bronx stalls amid a feud	9-June-2014	Winnie Hu	541

75	Kingsbridge Armory	Daily News	Ice cold move: Rink developer pulls out of festival promise	19-June-2014	Jennifer H. Cunningham	442
76	Kingsbridge Armory	Daily News	Real cold news armory neighbors hit with big rent hikes	21-July-2014	Pete Barrett	414
77	Kingsbridge Armory	Daily News	Bid to thaw armory cold war	7-October-2014	Ben Kochman	269
79	Kingsbridge Armory	Daily News	Rant and rave pol rips dance party planned for Armory	15-October-2014	Denis Slattery	486
80	Kingsbridge Armory	Daily News	Thinking rink developer, city ink Kingsbridge Armory deal	17-October-2014	Ben Kochman	324
81	Kingsbridge Armory	Daily News	Let Bill build	27-September-2015	Editorial	475
82	Kingsbridge Armory	The New York Post	DeB puts messier dream on ice	4-April-2016	Rich Clader	445
83	Kingsbridge Armory	Daily News	A Kingsbridge too far	10-April-2016	Editorial	448
84	Kingsbridge Armory	The New York Times	Bronx ice center plan hangs in the balance	11-April-2016	Charles V. Bagli	1171
85	Kingsbridge Armory	Daily News	Messier's slapshot over rink	13-April-2016	Denis Slattery	205
86	Kingsbridge Armory	The New York Post	Messier fires \$lap (slap) shot at de Blasio	13-April-2016	Rich Clader	108
87	Kingsbridge Armory	The New York Times	A lawsuit, then a compromise offer on a stalled Bronx ice center plan	14-April-2016	Charles v. Bagli	719
88	Kingsbridge Armory	The New York Times	After suit, city offers developer a compromise on a stalled Bronx ice center plan	15-April-2016	Charles v. Bagli	719
89	Kingsbridge Armory	The New	Prayers for pucks Messier in Bronx rink plea	6-May-2016	Rich Calder	296

		York Post				
--	--	--------------	--	--	--	--

Nr	Project	Paper	Title	Date	Author	Words
1	Essex Crossing	The New York Times	Essex Crossing, a renewal project 60 years in the making; Works in progress	15-June-2017	Helene Stapinski	961
2	Essex Crossing	The New York Times	Essex Crossing is the Anti-Hudson Yards; Critic's Notebook	7-November-2019	Michael Kimmelman	1925
3	Essex Crossing	The New York Times	It's vast, varied, even virtuous	11-November-2019	Michael Kimmelman	1834
4	Essex Crossing	The New York Times	I.C.P. to reopen at Essex Crossing	14-January-2020	James Estrin	494
5	Essex Crossing	The New York Times	Photography at Essex Crossing	15-January-2020	James Estrin	491
6	Essex Crossing	The New York Times	New York marketplace embraces its immigrant past; square feet	2-April-2019	Jon Hurlde	1377
7	Essex Crossing	The New York Times	New Essex Street market opens in an enormous new space	15-May-2019	Florence Fabricant	1324
8	Essex Crossing	The New York Times	Brand-new melting pot on the Lower East Side	3-April-2019	Jon Hurlde	1265
9	Essex Crossing	The New York Times	Urban renewal 60 years in the making	18-June-2017	Helene Stapinski	880
10	Essex Crossing	The New York Times	New food halls sprout up in the New York City; Front burner	3-September-2019	Florence Fabricant	731
11	Essex Crossing	Daily News	A plague for your woes: Developers vs. LES locals on new housing mega-complex	2-October-2019	Michael Gartland	437
12	Essex Crossing	The New York Times	Forgotten but not gone	15-March-2015	Ginia Bellafante	932
13	Essex Crossing	The New York Times	New food halls sprout up in New York City	4-September-2019	Florcen Fabricant	670

14	Essex Crossing	The New York Times	They kept a lower east side lot vacant for decades	23-March-2014	Russ Buettner	2705
15	Essex Crossing	The New York Times	Fight to save a cherished urban garden moves to court	8-March-2019	Luis Ferré-Sadurní	1419
16	Essex Crossing	The New York Times	Where gritty meets trendy	3-April-2016	Julie Besonen	1383
17	Essex Crossing	Daily News	Grower East Side Bloomy's \$1B super project even includes a farm	19-September-2013	Mara Gay	411
18	Essex Crossing	Daily News	The height of farming: Roof harvest to make Lower East side a garden spot	31-July-2019	Carla Roman	431
19	Essex Crossing	The New York Times	Housing plan brings tumult to an urban oasis	24-September-2015	David W. Dunlap	797
20	Essex Crossing	The New York Times	Tumult in a Manhattan Oasis over an affordable housing plan: Building blocks	23-September-2015	David W. Dunlap	855
21	Essex Crossing	The New York Times	A newer Lower East Side	26-July-2015	Ronda Kaysen	679
22	Essex Crossing	Daily News	No cheap housing, no sleep: Protest	17-July-2015	Carter Coudriet and Denis Slattery	110

Summary

Contracts are increasingly harnessed as governance tools to achieve public goals. In urban development, government agencies and commercial parties sign contracts to stipulate the goals of those projects. Participatory processes are often organized after government agencies and commercial parties have come to an agreement. This limits the influence of residents over development projects. This thesis explores how contracts manifest and form on the ground during participatory processes in development projects. How are the outcomes of participatory processes translated in contracts and agreements? In this study, I focus on negotiation processes where residents had a meaningful role. Since participatory processes are often organized by planning consultants, I pay attention to their role as intermediaries. In order to answer my research question, I study development projects in Amsterdam, Hamburg and New York.

Prior research on contractual governance and urban politics shows that contracts are used to circumvent public processes and advance the goals of urban elites. However, research also shows that contracts can be designed to enhance democratic accountability. The field of urban studies lacks detailed, comparative, descriptions about how residents navigate participatory processes in order to incorporate their goals in agreements and contracts.

In **chapter 2** I outline three approaches to studying contracts; a legal, economic and sociological approach. The legal approach focuses on the legality of agreements and presumes actors act in a reasonable way. The economic approach studies the transaction costs associated with contracts and understands actors as maximizing their interests. The sociological approach scrutinizes the relations that are governed by contracts and assumes that actors act through bonds of trust and embeddedness. Since I study contracts as a governance tool, I follow a sociological approach in this thesis.

In **chapter 3** I describe the main concepts of the thesis. Actors are reflexive beings with critical capacity to criticize and shape political order. For the purpose of my research, I analyze urban politics through two contradictions: the capitalist-democracy contradiction and the planning-property contradiction. The capitalist-democracy contradiction is the tension between the need for public legitimacy and market forces. The planning-property contradiction is the tension between the need for government intervention and aversion to constraints on the private sector. Planning consultants and participatory processes are used to administer tensions between public legitimacy and market forces, while contracts are used to regulate tensions between planning and property. The actions of actors in urban development are guided through moral standards. These moral standards bridge particular situations to generalities, and are used to coordinate the actions of parties in public disputes. The moral standards affect how contracts, planning consultants, and public participation are shaped. The goals of contracts and agreements materialize in specific neighborhoods; they both shape and are shaped by the neighborhood, while the composition of the neighborhood determines whether the political order imposed through the plans is justified or criticized.

In **chapter 4** I describe the research strategy of this dissertation. I have chosen to study cities that are (a) experimenting with contracts to achieve public goals, (b) have robust participatory structures and (c) have well-organized groups that act as representatives for residents. Within the cities I have selected to study critical cases that (a) had an agreement between residents and developers, (b) residents or neighborhood organizations acted independently, (c) the agreements were finalized and accepted by all parties, and (d) were accessible for research.

Planning consultants are increasingly hired to organize citizen participatory processes for urban development projects. In **chapter 5** I explore, the ways in which planning consultants engage in and perceive the involvement of citizens in urban development projects remains relatively understudied. This chapter explores planning consultants' perceptions toward citizens in urban development processes. Employees from two consultancy firms in the Netherlands were interviewed, and several focus groups were organized. This research shows that consultants have wide-ranging views concerning the ways of incorporating citizens' interests in urban development projects. With the use of Q-methodology, a typology of how consultants engage with citizens is proposed. Furthermore, we show that the different perceptions of consultants lead to a different approach in identifying the needs and problems of citizens. This finding gives insight into the environment in which decisions about urban development are made.

While participatory processes in urban development are meant to increase citizen influence, decades of experimentation have led to mixed results. In **chapter 6** I answer two inter-related questions: (1) How are "citizens' interests" defined in agreements that manage urban redevelopment projects? (2) When—under what conditions—are citizens able to alter the trajectory of urban development? By analyzing cases through the concept of "pragmatic registers", we show how residents, developers and civil servants can bend citizen participation—and its material arrangements from workshops and public meetings to contracts and policy documents—to serve their own purposes. The organizational and legal tools used in urban planning, we argue, privilege entrepreneurial citizens who are active, flexible and possess negotiating know-how. Participatory processes (re)produce moral categories, with entrepreneurial residents seen as the "good" residents who henceforth become the focus of urban policy. These categories, however, can be challenged by other residents who mobilize support from politicians, the media and courts.

This in turn sparks new debates about who truly represents the neighborhood, creating new boundaries between residents.

In **chapter 7**, I investigate the implications of the increased use of private law instruments for participatory democracy. Through a detailed description of two case studies in Amsterdam and Hamburg, I show the consequences of contractual governance for participatory democracy in urban development. The interests of commercial parties and government agencies are incorporated in contracts, whereas the interests of residents are incorporated in (tacit) agreements. Most empirical evidence suggests that tacit agreements are complementary to (contractual) agreements. However in participatory processes tacit agreements are substitutes for contracts. Moreover, the case studies show that there is a tension between the mobilization strength of residents and potential profits for developers. Adjustments to public space and design are easier made than adjustments concerning (social) housing.

This has four implications for our understanding of participatory democracy and urban politics. First, the arena of public decision making has shifted from public meetings to contractual negotiations. Second, agreements and contracts can be tools to achieve the goals of urban elites, but also politicized in order to advance the interests of residents. Moreover, agreements and contracts are not set in stone and can be adjusted. Third, mobilization by residents can influence, adjust and politicize agreements. However, residents need to be able to mobilize and negotiate. This creates new boundaries between residents that are able to make deals and those that are excluded. Four, investigating how contracts transform urban politics should take a broad view on how contractual relations are formed and focus on both tacit and (contractual) agreements.

Contracts are used to govern largescale urban development projects. Residents are often excluded from contractual negotiations, which limits their influence over development projects. In **chapter 8**, I compare four 'black swan'

cases in which residents succeeded in negotiating agreements over developments in their neighborhoods. I examine the cases of Neue Mitte Altona and Paloma Viertel in Hamburg and those of Essex Crossing and the Kingsbridge Armory in New York.

In each case, the residents were influential, but the outcomes are different. The benefits of the project to the neighborhood were first assessed by an organization that represents residents or involves individual residents. Next, the project is monitored through oversight committees or by providing reports to representatives of the neighborhood. The agreements in three of the four cases were relatively rigid. Lastly, the contracts were designed by involved parties to include penalties or mitigation processes when parties failed to perform their obligations. This research project contributes to the body of literature on contractual governance and participatory democracy by showing how agreements are designed when residents are involved in negotiation processes. This study shows that contracts can be used as accountability mechanisms and enhance residents' influence over development projects in their neighborhoods.

In **chapter 9**, I analyze how the use of contracts, planning consultants, and participation shifted in Amsterdam, Hamburg, and New York in the past decades. Citywide municipal policies stimulate participation by invoking market and entrepreneurial logics. Residents are seen as end-users of development projects or encouraged to take over responsibilities from government agencies and commercial parties. Although citywide municipal policies encourage the market and entrepreneurial logic, these logics are not omnipotent. Residents can mobilize support from media, courts and politicians by claiming the mantle of being the true representatives of the neighborhood. In this way they can bend participatory processes and agreements towards their goals. This creates new political and moral boundaries between residents

how have the ability to navigate contractual negotiations and those that lack that ability.

In **chapter 10**, I discuss the consequences of contractual governance on participatory democracy. I argue that residents that are able to negotiate deals with developers are attributed the worth of being “good” citizens. Social inequalities – related, but not determined by race, class, and other social privileges – are reproduced. Those that are already privileged within society have a better capacity to navigate development processes. Contracts are not simply a reflection of social and political system. The contract is the embodiment of the worthiness of being a good citizen. Residents that can navigate contractual negotiations can direct municipal resources towards their goals. In this way contractual governance transforms the social and political systems in which they are embedded.

Nederlandse samenvatting

Contracten worden in toenemende mate gebruikt om publieke doelen te bereiken. Daarmee is er een verschuiving van het publiekrecht naar het privaatrecht als sturingsmechanisme voor de overheid. Deze verschuiving is ingezet omdat er een maatschappelijke vraag lijkt te zijn naar maatwerk in plaats van collectieve regelingen. Privaatrecht lijkt beter maatwerk te kunnen leveren dan publiekrecht.

Dit is ook het geval op het terrein van ruimtelijke ordening. Overheden en marktpartijen tekenen overeenkomsten om de doelen van vastgoedprojecten vast te leggen. Dit gebeurt vaak zonder goedkeuring van de gemeenteraad. Participatieprojecten worden vaak georganiseerd nadat overheden en marktpartijen hun afspraken al hebben vastgelegd. Hierdoor is er dus pas publieke inmenging nadat er al belangrijke afspraken zijn vastgelegd. Dit beperkt de invloed van bewoners op ruimtelijke ordening. Mijn proefschrift onderzoekt hoe contracten zich manifesteren tijdens participatieprocessen. Hoe worden de uitkomsten van participatieprocessen vertaald in contracten en overeenkomsten? Daarnaast onderzoek ik of contracten een optelsom zijn van alle betrokken belangen of dat besturen door middel van contracten ook leidt tot veranderingen in politieke besluitvormingsprocessen.

In mijn onderzoek richt ik mij op gebiedsontwikkelingsprocessen waarbij buurtbewoners een betekenisvolle rol speelden. Omdat participatie vaak wordt georganiseerd door planningsadviseurs besteed ik ook aandacht aan hun rol als tussenpersoon. Om mijn onderzoeksvraag te beantwoorden vergelijk ik projecten in Amsterdam, Hamburg en New York.

Eerder onderzoek naar de rol van contracten in stedelijke politiek schetst het beeld dat contracten worden gebruikt om publieke processen te omzeilen. Door middel van achterkamertjespolitiek en niet-publieke overeenkomsten besluiten overheden en ontwikkelaars over stedelijke politiek. Onderzoek toont echter ook aan dat – mits goed ontworpen – contracten ontworpen kunnen worden om de democratische controle over vastgoedprojecten te versterken.

In de literatuur is er een gebrek aan onderzoek dat de condities blootlegt wanneer contracten gebruikt worden om democratische praktijken te versterken en wanneer contracten democratische processen ondermijnen. Daarom presenteert dit onderzoek een gedetailleerde vergelijkende studie over hoe buurtbewoners participatieprocessen navigeren en hun doelen vertalen naar contractuele afspraken.

In hoofdstuk 2 schets ik drie benaderingen voor het bestuderen van contracten; een juridische, een economische en een sociologische. De juridische benadering richt zich op de afdwingbaarheid van overeenkomsten en veronderstelt dat actoren op een redelijke manier handelen. De economische benadering bestudeert het contract door middel van de transactiekosten. De sociologische benadering onderzoekt de relaties die worden beheerst door contracten en gaat ervan uit dat actoren handelen via banden van vertrouwen en hun relaties met de omgeving. Aangezien ik contracten onderzoek als bestuursinstrument die relaties tussen verschillende groepen actoren reguleert, volg ik in dit proefschrift een sociologische benadering.

In hoofdstuk 3 beschrijf ik de belangrijkste concepten van het proefschrift. Een belangrijk uitgangspunt van mijn onderzoek is dat actoren handelen vanuit morele standaarden. Deze morele standaarden helpen actoren om onbekende situaties te beoordelen en coherent te maken. Morele standaarden zijn gidsen die aangeven welke personen en objecten betrouwbaar zijn. Voor sommige mensen zullen dit gekozen politici zijn voor andere mensen kunstenaars. Deze personen zijn gelinkt aan objecten; je herkent een gekozen politici omdat hij of zij werkt vanuit het gemeentehuis. Samen vormen principes, personen en objecten morele standaarden. Morele standaarden creëren een link tussen het specifieke en het algemene, waardoor actoren weten hoe ze in onbekende situaties moeten handelen. Alhoewel actoren geneigd zijn om vanuit specifieke morele standaarden te werken zijn actoren ook reflexief. Zodra blijkt dat een morele standaard niet geschikt is voor in een bepaalde situatie, kunnen zij andere morele standaarden toepassen. De logica die voortvloeit uit deze morele standaarden kan leiden tot conflicten; als er verschillende logica worden toegepast worden objecten en subjecten op verschillende manieren geconstrueerd.

Voor mijn onderzoek analyseer ik de stadspolitiek aan de hand van twee spanningen: de spanning tussen marktwerking en democratie en de spanning tussen planning en eigendom. De spanning tussen marktwerking en democratie wordt veroorzaakt door de aversie van marktpartijen tegen overheidsingrijpen en de noodzaak van publieke legitimiteit. De spanning tussen planning en eigendom is de spanning tussen collectieve actie en het beschermen van eigendomsbelangen. Planningsadviseurs en participatieprocessen worden ingezet om de spanningen tussen publieke legitimiteit en marktwerking te beheersen. Planningadviseurs en participatieprocessen kunnen lokale oplossingen opleveren waarbij de belangen van marktpartijen worden afgestemd op de belangen van buurtbewoners. Contracten worden gebruikt om de spanning tussen planning en eigendom te reguleren. Ze worden gebruikt om een compromis te vinden tussen de eigendomsbelangen en publieke behoeftes.

In hoofdstuk 4 beschrijf ik de onderzoeksstrategie van mijn onderzoek. Ik heb ervoor gekozen om steden te bestuderen die (a) experimenteren met contracten om publieke doelen te bereiken, (b) robuuste participatiestructuren hebben en (c) een breed ontwikkeld veld van organisaties hebben die optreden als vertegenwoordigers van bewoners. De casussen die ik heb geselecteerd om te onderzoeken voldoen aan de volgende criteria: (a) er is een overeenkomst tussen bewoners en ontwikkelaars, (b) bewoners of buurtorganisaties hebben onafhankelijk gehandeld, (c) de overeenkomsten werden afgerond en aanvaard door alle partijen, en (d) waren toegankelijk voor onderzoek.

Er worden steeds vaker planningsadviseurs ingehuurd om participatieprocessen te organiseren. In hoofdstuk 5 verken ik hoe adviseurs denken over de wijze waarop buurtbewoners betrokken moeten worden en hoe zij afspraken zouden moeten maken met burgers. Met behulp van de Q-methode heb ik planningsadviseurs van twee bureaus geïnterviewd. Op basis hiervan heb ik drie ideaaltypen opgesteld van hoe adviseurs omgaan met burgers. Adviseurs werken aan de hand van de opdracht die zij hebben gekregen en kunnen hun eigen opvattingen tot een zekere hoogte aan de kant schuiven. Echter zorgen de verschillende denkbeelden die adviseurs hebben leiden tot een andere benadering bij het identificeren van de behoeften en

problemen van burgers. Hierdoor kunnen ze de context veranderen waarin beslissingen worden genomen.

Participatie wordt georganiseerd om de invloed van buurtbewoners te vergroten, maar decennia van experimenten hebben geleid tot gemengde resultaten. In hoofdstuk 6 beantwoord ik twee vragen: (1) hoe worden de belangen van burgers gedefinieerd in overeenkomsten over stedelijke ontwikkelingsprojecten? (2) Wanneer (onder welke voorwaarden) zijn burgers in staat het ontwikkelingsprocessen te veranderen? Door casussen te analyseren aan de hand van morele standaarden wordt zichtbaar hoe bewoners, ontwikkelaars en ambtenaren burgerparticipatie kunnen ombuigen naar hun eigen doeleinden. Met name “ondernemende burgers” blijken baat te hebben bij de hedendaagse organisatorische en juridische instrumenten die bij stadsplanning gebruikt worden. Deze “ondernemende burgers” hebben beschikken over kennis over onderhandelen en het opzetten van projecten. Hierdoor (re)produceren participatieprocessen morele standaarden, waarbij de “ondernemende burgers” worden gezien als goede burgers. Dit proces is niet deterministisch en morele standaarden kunnen worden aangevochten. In plaats van ondernemendheid kunnen andere standaarden – bijvoorbeeld representatie – belangrijk worden in het participatiedebat. Het aanvechten van deze morele categorieën gebeurt via het mobiliseren van steun van politici, media en rechtbanken. Dit leidt weer tot nieuwe discussies over wie de buurt echt vertegenwoordigt, waardoor nieuwe grenzen tussen bewoners ontstaan.

In hoofdstuk 7 onderzoek ik de implicaties van het toegenomen gebruik van contracten als bestuursinstrument voor participatie. Aan de hand van een gedetailleerde beschrijving van twee casussen in Amsterdam en Hamburg laat ik zien hoe contracten zich manifesteren tijdens participatieprocessen. De belangen van commerciële partijen en overheidsinstanties worden vastgelegd in contracten, alvorens buurtbewoners kunnen participeren. Bovendien laten de casestudies zien dat bewoners meer invloed hebben over de openbare ruimte en het ontwerp dan over (sociale) woningbouw. De afspraken in contracten zijn niet in beton gegoten; burgers kunnen door middel van niet-bindende afspraken hun doelen verwezenlijken.

Het gebruik van contracten als sturingsmechanisme heeft vier implicaties voor ons begrip van participatie en stedelijke politiek. Ten eerste verschuift de arena van openbare besluitvorming naar contractuele onderhandelingen. Ten tweede zijn wijzigingen in contractuele afspraken mogelijk, o.a. door het sluiten van niet-bindende afspraken. Ten derde als burgers afspraken willen wijzigen moeten ze voldoende steun mobiliseren. Hierdoor ontstaan er nieuwe grenzen tussen bewoners die beschikken over het vermogen om te onderhandelen over overeenkomsten en bewoners die dat niet kunnen. Ten vierde, voor onderzoek over hoe contracten stedelijke politiek beïnvloeden is het belangrijk om een brede kijk op afspraken te hebben. Zowel bindende als niet-bindende afspraken moeten worden onderzocht.

Alhoewel bewoners vaak worden uitgesloten van contractuele afspraken zijn er voorbeelden van projecten waarin bewoners wel invloed hebben op contracten. In hoofdstuk 8 vergelijk ik vier casussen waarin bewoners erin slaagden om overeenkomsten te sluiten over ontwikkelingen in hun wijk. De casussen zijn Neue Mitte Altona en Paloma Viertel in Hamburg en Essex Crossing en Kingsbridge Amrory in New York.

De casussen zijn geselecteerd omdat de bewoners invloedrijk waren, maar de uitkomsten van participatieprocessen op verschillende manieren verwerkt werden in de contracten. De variatie in de contracten blijkt met name op de volgende vier fronten. Ten eerste worden de baten van het project beoordeeld door een organisatie die bewoners organiseert of door individuele bewoners. Ten tweede wordt een project gemonitord door toezichtcomités of door rapporten die verstrekt worden aan vertegenwoordigers van de buurt. Ten derde kunnen de afspraken die gemaakt worden rigide zijn of meer responsief. Tot slot kunnen in de contracten afspraken worden gemaakt over boetes als afspraken niet worden nageleefd.

Dit hoofdstuk laat zien dat contracten kunnen worden gebruikt als verantwoordingsmechanisme en de invloed van bewoners op ontwikkelingsprojecten in hun wijk vergroten.

In hoofdstuk 9 analyseer ik hoe het gebruik van contracten, planningsadviseurs en participatie de afgelopen decennia in Amsterdam, Hamburg en New York is verschoven. Stadsbreed gemeentelijk beleid in alle drie de steden stimuleert

participatie waarbij burgers medeverantwoordelijk worden gemaakt voor hun buurt. Bewoners worden gezien als eindgebruikers of aangemoedigd om verantwoordelijkheden van overheden over te nemen. Het gaat dus niet om het recht op inspraak, maar om het delen van verantwoordelijkheid. Hoewel stadsbreed gemeentelijk beleid deze logica aanmoedigt, is deze logica niet alomtegenwoordig. Bewoners kunnen steun van media, rechtbanken en politici mobiliseren en de rol van de ware vertegenwoordigers van de buurt op zich nemen. Op deze manier kunnen ontwikkelingsprocessen worden omgebogen richting de doelen van buurtbewoners.

In hoofdstuk 10 bespreek ik de gevolgen van het gebruik van contracten voor de participatiedemocratie. Ik beargumenteer dat buurtbewoners die in staat zijn om deals te sluiten met ontwikkelaars worden gezien als “goede” burgers. Sociale ongelijkheden, gerelateerd aan ras, klasse en andere sociale privileges, worden hierdoor gereproduceerd. Degene die al bevoorrecht zijn in de samenleving, hebben een beter vermogen om ontwikkelingsprojecten en contracten te beïnvloeden dan andere buurtbewoners. Hierin blijken contracten niet simpelweg een optelsom van de belangen van betrokkenen. Het contract is de belichaming van het ideaal van een burger die in staat is om te onderhandelen met overheden en marktpartijen. Buurtbewoners die succesvol zijn in contractuele onderhandelingen kunnen sterk beïnvloeden hoe publieke middelen worden ingezet. Op deze manier transformeren contracten de sociale en politieke omgeving waarin ze ingebed zijn.

DO CONTRACTS HAVE POLITICS?

**Contracts, planning consultants, and urban development
in the age of participation.**

What can contracts and agreements tell us about citizen participation in urban development? Contracts are increasingly harnessed as governance tools to achieve public goals. Consequentially, participatory processes are increasingly organized to gain support for policy proposals and give influence to citizens. In my research, I studied how residents co-negotiate contracts with commercial parties and government agencies in development projects. I compared cases in Amsterdam, Hamburg and New York.

The findings show that government agencies and commercial parties tend to sign contracts that stipulate the goals of projects before participatory processes are organized. Thus, the influence of residents over projects is limited. However, contracts are not set in stone and can be adjusted when residents mobilize support. In the conclusion, I analyze how these practices create new boundaries between citizens.