Let’s Make A Deal Zoning

Friday, March 4, 2011 2:30-3:45 pm
The Old Guys’ Diner
Your diner guys

Orlando “Meatloaf and Potatoes” Delogu

Ed “Chicken Fried Steak” Ziegler

Dwight “Side of Fries with Gravy” Merriam
Is it right and good to turn zoning into a deal-making process?
Ed “Chicken Fried Steak” Ziegler

An Overview:
Zoning Discretion, Conditions
and Negotiated Decisions
1. Zoning approval with conditions
2. Rezoning with conditions
3. Conditional rezoning
4. Illegal contract zoning
5. City/developer agreements
6. Developer/private party agreements
7. Developer/public agency agreements
8. Annexation agreements
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Contract Zoning Case Law
Church v. Town of Islip
(N.Y. 1960)
Sylvania Electric Products Inc. v. City of Newton, (Mass. 1962)
Chrismon v. Guilford County, (NC 1988)
Are there—should there be, any articulated state or local legislative policies, general rules as to when, where, under what circumstances contract zoning may be used?
Yes.
What is the appropriate role of the municipal legislative body vis-a-vis the planning board in dealing with a contract zoning proposal?
It depends.
Can should elected city officials, a planning board, negotiate with developers as to the scope of, and/or the conditions that might attach to, a contract zoning proposal?
Yes, with care.
Are there, should there be some meaningful standards that alert a reasonably intelligent developer to the criteria by which his contract zoning proposal will be judged?
Yes and no.
Is there any way to insure that contract zoning proposals will be dealt with in a fair, an even handed way?
No.
Some final notes...
Dwight
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Merriam
Where does this leave us?
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...is open for your comments, questions and comfort food for thought...