

Profile of a Successful Negotiation: The Crest Street Experience

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How do you define "success" in a negotiated settlement? The following case study defines it as "Crest St"—a low income neighborhood moved out of the way of a highway in Durham, North Carolina. Although the parties didn't immediately concur with this appellation, their smiles belie their sense of pride in the outcome.

The Crest Street area in Durham, North Carolina, is an established, low-income, black neighborhood typical of many found in southern cities. It is intergenerational, with relatives exchanging greetings daily, small truck gardens, and the kind of house style that lends itself to porch-sitting. Nonetheless, an outsider merely passing through may not give it a second thought. But a strong sense of community makes Crest Street very important to many people.

In 1981, Crest Street had the look of a neighborhood low on the list of the city's agenda. The streets were in disrepair and houses had been run-down and abandoned. Indeed, the city had something different in store for the area—an expressway. There was an urgent demand for highway expansion, and Crest Street was slated for destruction.

A year later, on December 15, 1982, the City of Durham, the North Carolina Department of Transportation (NCDOT) and the Crest Street Community Council agreed on a mitigation plan that would relocate the entire neighborhood. Since 1959, the NCDOT had planned to extend the Durham East-West Expressway to U.S. 15-501. The proposed route travels just north of Duke University and the Veteran's Administration Hospital. This article documents the success of the relocation project by detailing the negotiation process.

The article is divided into four parts. Part I presents the prenegotiation phase, addressing the issues,

objectives, and institutional constraints faced by each of the stakeholders. Part II, the negotiation phase, discusses the techniques used, stages of the process, alternatives generated, and the resulting settlement. Post settlement is discussed in Part III, presenting the implementation and monitoring of the program, while Part IV presents an analysis of the negotiation process based on some evaluatory criteria.

I. The Pre-negotiation Phase.

The major participants in the negotiation included the City of Durham (City), the Crest Street Community Council (Council), the North Carolina Department of Transportation (NCDOT), Duke University (Duke), and the Federal Highway Administration (FHWA). Outside groups also active at various stages of the negotiations included Durham County, the Durham Committee on the Affairs of Black People, the People's Alliance, and the Durham Voter's Alliance.

After the project's proposal in 1959, the City and the Department of Housing and Urban Development (HUD) showed reluctance in granting funds until a decision was made on the Expressway. Consequently, this placed the City of Durham in an

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A typical Crest Street residence prior to 1984.

awkward position. They lacked the necessary resources to provide assistance to the Crest Street residents for improvements, and they saw the need for an Expressway to alleviate traffic circulation problems within the City. The City's support for the proposed expressway was, as proposed, in conflict with the neighborhood's desire to remain a cohesive community with adequate living conditions. Minor street improvements (approximately \$50,000 worth) were finally approved a few years prior to the relocation of the neighborhood.

Opposition to the "Crest Street" portion of the Expressway began as early as 1972, when a suit was brought to enjoin construction based on violations of the North Carolina Equal Protection Act. In 1973, District Court granted a preliminary injunction. These legal activities took place prior to the formation of the Crest Street Community Council in 1975.

The First Attempt.

In 1978, the City Council directed the staff to prepare a relocation plan for the Crest Street neighborhood. General data on the neighborhood was collected and a Citizen Participation Plan de-

vised to involve citizens in the rehousing plan. The plan was never implemented. In retrospect, participants feel that the failure to implement the Citizen Participation Plan was mainly due to the plan's emphasis on broad representation. As meetings between the parties progressed, it was found that a limited perspective provided by a few citizens who had already gained respect and support from the neighborhood could best serve the community's interest.

Around the same time as the failed Citizen's Participation Plan, the Crest Street Community Council filed an Administrative Complaint with the United States Department of Transportation. The complaint proposed that routing of the expressway by the North Carolina Department of Transportation was an act of racial discrimination against the neighborhood. Very soon thereafter all work ceased when the City Council voted against the Expressway. But after the elections, the new City Council reinstated the plan, made it a top priority, and began to exert pressure on the NCDOT and Governor's Office for assistance in the relocation of the Crest Street Community.

In 1980, the USDOT advised the State that construction of the expressway would violate the Civil Rights Act of 1964, thus validating the Administrative Complaint. After debating for ten years, all stakeholders began to push for a negotiated settlement. Time, attitude, and resources were the major factors in pushing all parties to begin to negotiate an agreement.

II. The Negotiation Phases.

There were essentially two phases to the negotiation process. After the USDOT informed the State that the administrative complaint was valid, the City, FHWA, and the NCDOT met to come up with a plan of action. A Steering Committee was formed, comprised of top officials from each interested party: the NCDOT, FHWA, City, County, the Crest Street Community Council, Durham Committee on the Affairs of Black People, Duke University and the People's Alliance. The formation of the committee occurred on April of 1980, with the first meeting in June of that year.

The Steering Committee was essentially the first phase of the negotiation process. One of their primary undertakings was to appoint a task force to study the neighborhood. Task force members, as opposed to Steering Committee members, were not

early opposition

participation plans

elected officials or particularly visible representatives for their respective agencies. As mid-level administrators and technicians, the first assignment of the task force was to coordinate a survey of Crest Street residents so that opinions on various issues could be compiled. Besides appointment of the task force, the Steering Committee reviewed five alternative routings of the freeway generated by the NCDOT.

One can surmise from the minutes and opinions expressed during this time that positional bargaining, posturing, and bad faith negotiations were the rule, rather than the exception during this first phase of negotiations. Power relationships were established at the expense of a negotiated settlement. The steering committee was unable to move beyond their political posturing, and the first phase ended when the City Council rezoned some property adjacent to the neighborhood from "residential" to "commercial" on November 10, 1980. The neighborhood notified the Department of Highways that they were reassessing their role in the Steering Committee and would not participate in a task force meeting scheduled for November 24th.

At this point, a ten month impasse began during which a series of separate meetings were held between the NCDOT and the other parties. The NCDOT reassessed their role in the negotiations and identified alternative courses of action in January of 1981. Essentially, they had three: (1) drop the project—a politically and economically costly alternative; (2) push the project through and run the risk of losing good relations with all parties, including the FHWA, and eventually going to court over the project; or (3) negotiate a settlement. Of the three alternatives, the latter was the most desirable.

Between January and October of 1981, each of the major parties to the conflict met separately with the NCDOT. Basically, the NCDOT's aim was to get the neighborhood and the City to resolve their differences. On October 15, a full meeting of the task force took place, signaling a new phase of the negotiations. Although the same parties representing the same interests were there, members of the politically visible Steering Committee no longer participated.

Power Relationships.

When the task force reconvened, the relationship between the members were significantly different. Most of this change can be attributed to the legiti-

macy the neighborhood gained by virtue of the preliminarily successful Administrative Complaint filed with the USDOT, and of the 1980 Steering Committee walk-out in protest of city actions.

Significant in this new round of meetings was the relative lack of any power struggles between the parties. The task force saw the Expressway extension as a problem to be solved by team effort. Consequently, it was at this point that the personalities of the task force members really aided in negotiating a settlement. As one interviewee put it, "the chemistry was just right for a settlement." The staff from the City and the NCDOT ended up working closely together to solve the problem. The Council clarified that they were only opposed to the effects of the freeway extension, and not to the freeway itself. This made it possible for genuine progress to commence. The FHWA played a vital role on these sessions by interpreting the laws governing NCDOT conduct broadly so that solutions could be generated.

Second phase negotiations took place from October of 1981 to December of 1982. Meetings were held two to three times a month. The negotiators themselves had severe time constraints that gave the proceedings a sense of urgency—a factor that aided the settlement.

During the course of the second phase of the negotiations, an approximate three year time table was imposed on the agreement. This greatly aided all the parties in ensuring prompt and timely compliance with settlement provisions.

In the beginning of the negotiations, the NCDOT suffered from a poor image in the eyes of the Crest Street Community Council, and not without reason, based on the precedent set when the Expressway displaced a similar community in the late 1960's. This bias had to be resolved before the negotiations could continue successfully. However, as a result of the meetings between the Council and the NCDOT, the Council's attitude toward the NCDOT changed, and the neighborhood realized the NCDOT was willing to work with them.

Strategies and Alternatives Generated.

Despite the willingness of the parties to work together during this second phase of negotiations, their sense of urgency, and their respect for the concerns of each actor, the mitigation plan and the negotiated settlement would never have been signed if some key events had not occurred. Primary among these was the state legislation approval of

the right chemistry

sense of urgency

key events

last resort housing funds for public agencies (N.C. General Statute §. 133-10.1). The funds, approved in 1980, had been used before, but the NCDOT administration had not made a habit of using them. The flexibility shown by the NCDOT and FHWA negotiators made it possible for those funds to be used. If other parties had been involved, it is quite possible that those funds may have never been utilized, and consequently, no settlement reached.

new design ideas

Another significant event concerned the amount of land needed to build the interchange. This became a major problem in resolving the dispute. About the time the negotiations were underway, a new interchange concept, called the "urban diamond" was being tested in Florida. It's attractiveness was due to its conservative use of land as compared to contemporary interchange designs, allowing the interchange to be "squeezed" onto significantly less acreage. Subsequently, this design was incorporated into the Crest Street plan.

The NCDOT, because it was able to use last resort

housing funds, waived the usual requirement that the City acquire a share of the right-of-way for a major state roadway within its bounds. This waiver freed money for rehabilitation and relocation, and encouraged cost-sharing efforts between the City and the NCDOT. This decision by NCDOT was a significant break through in the negotiations. Previously, the City had a "bottom line" for monies to be used for Crest Street Neighborhood improvements, which was not barely enough to complete the needed rehabilitation for the neighborhood.

A litany of route alternatives were produced throughout both phases of the negotiation process. All but one was introduced by the NCDOT. By December 1981, three alternatives had been tentatively selected. At this point, the neighborhood demanded that a mitigation plan accompany each alternative. The mitigation plans were formulated and eventually a revised version of the best alternative was adopted by the parties. In general, each alternative route and respective mitigation plan was reviewed, then relative strengths and weaknesses were discussed to arrive at the selected agreement.

Outcome Settlement.

The mitigation plan signed by the Durham City Council, the NCDOT and the Crest Street Community Council contains the mitigation efforts proposed by the above parties, and input from the FHWA. Funds used for the relocation project included general revenue bonds, Section 8 New Construction, Section 202, Section 8 Moderate Rehabilitation, and Community Development Block Grants. In one area, the NCDOT paid all costs within the Expressway corridor, with area activities cost shared between the State DOT ($\frac{2}{3}$ of the costs) and the City ($\frac{1}{3}$ of the costs). Commercial redevelopment is proposed for part of the City's land, with costs paid by the City and proceeds from sales shared by NCDOT and the City of Durham.

Construction and rehabilitation of dwelling units consists of the following:

- 65 houses rehabilitated (moved)
- 21 units in Hicks Elementary School rehabilitated (moved)
- 8 condominiums rehabilitated in place
- 12 new single family homes
- 45 Crestview Apartments
- 4 houses rehabilitated in place.

Recreation facilities include a park, baseball field, and a community center. The NCDOT is responsible



Before...an abandoned school.

for construction of a noise abatement wall and landscaping along the right-of-way.

In order to accomplish the relocation project, the City and NCDOT agreed to offer relocation assistance benefits (which includes last resort housing benefits) for all displaced Crest Street residents. Relocates had basically three options under the last resort housing provision: (1) to remain owner-occupants and purchase a replacement dwelling with relocation assistance based on rehabilitation costs, mortgage costs, cost of property acquisition, and fair market value of the existing lot; (2) to remain as tenants eligible for rental assistance payments, through state funding (last resort housing) and/or federal assistance (Section 202 federal loans); or (3) to convert from tenant to home-owner through deferred mortgage loans provided by the City.

Both the City and the NCDOT agreed to assist the community with grant and subsidy applications. Today, the relocation assistance has resulted in an increase in home ownership from 15% to almost 90% of the Crest Street residents.

A second plan, the Crest Street Community Redevelopment Plan, completed by the city on March 31, 1983, provides a more detailed description of the overall agreement, indicating project costs, project proposals, and steps for implementation.

III. Post Settlement Phase.

Task Force meetings continued once a week for almost two years. Presently, meetings are held once a month at City Hall. The parties now attending the negotiations include one neighborhood representative, and two representatives from both the City and the NCDOT. Sometimes an auditor or other interested party attends. All problems and progress reports are discussed at the meeting.

Presently, the relocation of residents is complete. Most relocates have chosen to own their own home as opposed to renting it, and also have chosen renovation over newly built homes. City costs have exceeded earlier estimates, and are up to \$4.9 million as a result of neighborhood preferences and ill-advised land appraisals.

The relocation site continues to be under enormous growth pressure. A portion of the potential relocation land was sold during the negotiation process to establish a racquet ball club. Currently, the VA Hospital located directly south of the relocation site wants to lease some property to build a five level parking deck. It is also anticipated that this property



After... a new senior center.

will appreciate considerably as a result of the East-West Expressway.

Post Settlement-Settlement.

The NCDOT placed a renovated house/office near the site to facilitate relocation. They maintained a staff that worked closely with the City in improving the site and coordinating financing for the residents. They also coordinated all construction and moving of structures. The City and the NCDOT have a maintenance agreement for landscaping, site improvements, and infrastructure.

Few changes have been made to the original Redevelopment Plan and Municipal Agreement. Largely due to the combined efforts of all parties in preventing further amendments and hence further complications to the project, those changes that have been made have been relatively minor. For instance, due to the number of people who wish to own their own home rather than to rent, the apartments planned were changed into condominiums.

important factors

Evaluation

Jim Arthur, as a mediator for the New England Mediation Institute, has had extensive experience in dealing with parties to development disputes and in working with those parties to bring about a mutually acceptable resolution. At a recent session as a guest lecturer at the U.N.C. School of Law, he was asked to identify factors he felt to be essential to successful negotiation. He identified six factors: (1) agreement on the essential parties involved in the dispute; (2) agreement on what the critical issues at hand are; (3) a balance of power between the essential parties involved in the negotiations; (4) a sense of urgency to settle among the parties; (5) flexibility as to an acceptable settlement; and (6) uncertainty regarding the ultimate correctness of the course of action being pursued by each party.

These criteria are similar to factors identified by others in the field of mediation. As a tool for evaluating negotiation success, criteria can identify factors that aid and hinder negotiations. This provides a means of learning how to improve the negotiation process.

Agreement of Essential Parties.

The old adage "too many cooks spoil the broth" is as applicable to negotiated settlement as it is to the culinary arts. If too many parties are involved in an attempt to resolve a dispute, negotiations may become so complex that final settlement is impossible. Furthermore, successful implementation of a negotiated settlement is only possible if all parties critical to the settlement are involved in the negotiation process.

Resolution of the Crest Street dispute involved paring down the number of parties from those merely interested to those essential to implementation of the agreement. During the two years in which negotiations took place, no fewer than nine separate groups were, at various times, offered the opportunity to participate in the negotiations. However, all parties eventually realized that no more than five of these groups were vital to the success of the negotiated outcome. Therefore, the task force who forged the final mitigation plan were: (1) the City, whose municipal limits included both the Crest Street Neighborhood and the proposed Expressway segment; (2) the NCDOT, which served as project overseer and final authority over the proposed

freeway; (3) the Council, whose members represented the neighborhood to be displaced; (4) Duke University, which was a major landowner of properties adjoining the neighborhood relocation area; and (5) the FHWA, a sort of de facto mediator early on in the process, which represented the substantial federal interests (both legal and monetary) in the dispute resolution. It was soon evident that only three parties—the City, the Council, and the NCDOT—were essential to the resolution and implementation of the final mitigation plan. Only these parties signed the final agreement.

Critical Issues.

Just as it is important to include all parties pertinent to the final agreement, it is also critical that the negotiators are in accord about the issues at hand. The inherent nature of the Crest Street conflict dictated clarity. Can a state route a much needed highway through a poor, close-knit community, when no viable alternative exists? This was the issue recognized by all three parties. But even though this was recognized early by all the major parties involved, the interests held by each major participant biased perceptions and coloured interpretations of the major issue.

On the one hand, the City in 1979 received what was essentially a mandate from the electorate that the East-West Expressway was to be completed at any social or economic cost. This was a major plank in the platform of the mayor and many of the council members elected at the time. The Crest Street Community, meanwhile, had watched the physical condition of the neighborhood deteriorate steadily over the years. City aid and reparation services diminished, due presumably to the belief that the neighborhood was "on its way out." On the other hand, the routing was subject to the constraints of relatively intense commercial, industrial, and institutional development in West Durham, so the NCDOT had little real political or economic choice in proposing the freeway corridor as it did.

It was only when the individual interests of each major party to the dispute were recognized by the other principals as legitimate that the parties were able to view the major issues in the same light, placing the negotiations in a perspective capable of rendering them at least potentially successful. This ability to "see the other side" was brought on by two factors. (1) the attainment of power and legitimacy by the essential parties, and (2) moving the negotia-

essential parties

crucial considerations



Neighborhood residents and NCDOT officials at a house closing.

tions from the politically visible steering committee to the less visible task force. A balance of power, critical to issue recognition and good faith effort, existed.

Balance of Power.

Both in the context of focusing attention on the critical issues involved in a dispute, and of guaranteeing that each party's interests are considered fairly, the balance of power among parties attempting to negotiate a dispute settlement is essential. Given the very political nature of the setting surrounding the Crest Street neighborhood conflict, it is probable that there would have been no negotiated settlement had each major actor in the dispute not possessed legitimacy. And with legitimacy came the power represented by status substantially equal to that of the other parties involved.

Each party derived its power somewhat differently. The State of North Carolina, as represented by the DOT here, possessed a number of powers. One was its legal authority as the instrument of the State, wherein it could utilize eminent domain. With this power it could move pretty much whomever and

whatever it needed, while compensating those moved fairly, in order to secure right-of-way for a public thoroughfare. Further, the NCDOT possessed the "power of the purse." As such, within its statutory authority, it was able to finance the Expressway by whatever means were suitable and necessary. Indeed, it was this very power relative to legislative authorization for last resort housing payments in 1981 (N.C. General Statutes 133-10.1) which was viewed by all parties as a major turning point in negotiations. Yet, the State's powers were not limitless, as a 1980 advisory memo from the USDOT Director of Civil Rights advising the State DOT pointed out.

The City's power was also multi-dimensional. With its zoning power the City was able to tighten or loosen – the noose around the neck of the neighborhood. Of even greater importance was the derivative power of the City conferred upon by the voters, who clearly stated their desire that the freeway be quickly completed in the 1979 city elections. Nevertheless, like the powers of the other state arm – the NCDOT – both of these powers are legally constrained (zoning designations, for example, cannot be arbitrary) and politically constrained (as

city power

when the Council withdrew from the negotiations in November of 1980 when the Durham City Council was perceived as acting in bad faith in rezoning a residential neighborhood parcel as commercial).

The ultimate power of the Council was largely de facto, deriving from two incidents alluded to above. The Council's September 1978 filing of an Administrative Complaint with the USDOT alleging racial discrimination, and subsequent preliminary agreement on the matter by the USDOT, established the Council as a power to be reckoned with. Absent some intervening event, at the very least the State was subjecting itself to the burden and expense of future litigation; at the most, the Council had the potential ability to preclude the disputed expressway segment altogether. In the negotiations that ensued after this event, Council's act of terminating negotiations when the City acted in bad faith in the rezoning incident made it clear that Council had no intentions of "lying down and playing dead," but would have to be dealt with as an equal. But as with the other parties, the Council's powers were not absolute — the act of walking out of the negotiations could well have resulted in the final breakdown of negotiations, with no guarantee that the verdict of the racial discrimination complaint would be in their favor.

specific interests

The effect of the substantial, but not unrestricted, powers possessed by each party to the negotiations was to create a climate wherein each side was likely to give due consideration to the views and interests of other parties, in order to have that courtesy reciprocated. Moreover, the balance of power existing — where no clear winner was likely to emerge via any non-negotiated settlement route — greatly increased the likelihood and desirability of a negotiated settlement on the Crest Street case.

A Sense of Urgency.

The sense of urgency for a relatively quick settlement placed upon each of the parties by the chronology of events that took place before and during the negotiations aided the agreement. In the City's case, the electorate had made it clear that it wanted the Expressway finished quickly. Traffic congestion in West Durham was worsening, and continuation of an unresolved situation created a political liability for the City Administration. All of these facts and events helped to spur the parties toward a negotiated settlement, but there was a single factor which, in the end, was one of the most important catalysts

much uncertainty

for the February 1982 final settlement. When the negotiations began, the City of Durham had already been allocated HUD monies to rehabilitate as many as 75 low-income rental units plus 20-year rent subsidies for those units. Durham had already considered and rejected a number of locations for these units, and unless they (or some portion of them) were placed by March of 1982, the allocation was to be withdrawn by HUD. So when the chance to utilize those allocated monies presented itself in the Crest Street case, the parties seized the opportunity and carried on marathon negotiation sessions in order to beat the HUD-imposed deadline for use of the subsidized housing funds.

With respect to the NCDOT, the Department had already invested tremendous sums of time and money in planning and in overseeing completion of approximately 60% of the East-West Expressway. Consequently, it could hardly back away from the proposed "Crest Street" freeway segment. And every delay in the construction schedule pushed up the final cost of the project a little more.

For its part, the Council knew that no improvements were going to be made to its neighborhood by the City until and unless the Expressway problem was resolved. Further, the Council feared to be out of step with the conservative national trend then occurring relative to the dispute. The USDOT officials, who had advised the NCDOT that its proposed plan for the Expressway probably violated the civil rights of the Crest Street Community citizens, had served under President Carter. By 1981, new officials were in place that might have reversed the advisory opinion on the Administrative Complaint filed by the Council. Thus, the Council, as well as the City of Durham and the State DOT, felt pressured by factors beyond their control to act in resolving the Crest Street conflict as quickly as was judiciously possible.

Uncertainty.

Sometimes, when a party involved in a conflict maintains an almost irrational belief in its course of action as "the only right course," a negotiated settlement becomes impossible. But where some uncertainty exists as to the correctness of the chosen course being pursued by any individual party, that lack of assuredness can be seized upon by the negotiation process to bring the parties toward some more central, mutually agreeable compromise. Lack of certainty in this context means only that a party is unsure as to the most correct course to achieve

its objectives, and not that the party lacks conviction as to those objectives.

In the Crest Street negotiations, each party had specific interests in mind, but uncertainty existed as to how to best realize those interests. The City, for example, clearly wanted the East-West Expressway completed for economic and political reasons. But the City was unsure as to whether it was essential to displace the Crest Street neighborhood in the first place, and if so, how to mitigate such massive community disruption. For the NCDOT as well, there were political risks and associated costs related to the conflict which resulted in uncertainty. NCDOT was used to getting things done, and from an investment standpoint needed to finish the proposed Expressway segment as quickly as possible. Yet, while they were more insulated from the repercussions of displacing the Crest Street Community than the City, the State Administration in power at the time had a very real interest in minimizing the social and political impact of displacement. The subsequent dilemma for NCDOT—whether to push forward as planned, or put things on hold until a viable alternative proposal could be derived—was fraught with uncertainty as to: (1) how much time and money to spend developing new alternative designs for the freeway in order to mitigate its social impacts, (2) the role the State should play in relocation of displaced residents (both administratively and financially), and (3) its role in relation to the desires and authority of the City in the dispute.

The Council wanted both to maintain the integrity of the Crest Street Community and to improve the quality of life for its residents. But even with what appeared to be a strong case of racial discrimination against the State, the Council was unsure whether stopping the freeway altogether was the proper path to pursue. After all, Durham did need the Expressway to improve traffic flow and relieve congestion in the western portions of the City (including the Crest Street area), no truly viable alternative route for the freeway existed, and putting a halt to Expressway construction in no way assured the neighborhood of any improvements.

The net result was that the inherent uncertainty among the major actors in the Crest Street dispute contributed to a climate conducive to a successful resolution of the conflict. The final mitigation agreement replaced the uncertainty experienced by each side with assurances safeguarding the best interests of all major parties in the Crest Street conflict.



Celebrating a new Crest Street.

Flexibility.

It is self-evident that settlement of a dispute is enhanced where flexibility as to the resolution of pivotal issues exists, since this allows a whole range of potential outcomes from which a mutually acceptable choice may be selected. In the Crest Street case it would be fair to say that by the time negotiations began, all essential parties believed in the reality, if not the necessity, of both constructing the Crest Street segment of the East-West Expressway and the relocating of the Crest Street neighborhood as a community. And as the case history discussion makes clear, a number of alternative ways existed wherein these priorities might be accomplished. That alternative chosen was the plan that proved to be the most acceptable to the respective constituencies represented by each of the negotiators. This was a way of using flexibility in a non-threatening manner.

Conclusion

The essentially successful nature of the Crest Street negotiation can be summed up in one statistic. Before the relocation, 15% of the residents were owners. After the relocation, 94% of the residents were owners. On May 3, 1986, all of the parties met to celebrate their success at the New Bethel Baptist Church. Joy and satisfaction emanated from every face. The most telling hallmark of a successful negotiation—lasting goodwill on the part of all parties—was displayed by the entire neighborhood. □