

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

NEW LIFE EVANGELISTIC CENTER, INC.,)	
A Missouri non-profit corporation,)	
)	Case No. 4:15-cv-395
Plaintiff,)	
)	Jury Trial Demanded
v.)	
)	
CITY OF ST. LOUIS, MISSOURI,)	
A Missouri municipal corporation)	
)	
Defendant.)	
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**PLAINTIFF'S STATEMENT OF UNCONTROVERTED MATERIAL FACTS IN
SUPPORT OF ITS MOTION FOR PRELIMINARY INJUNCTION**

In support of its Motion for a Preliminary Injunction and the Memorandum in Support, Plaintiff New Life Evangelistic Center ("New Life") hereby submits the following statement of uncontroverted facts:

1. Plaintiff New Life Evangelistic Center is an interdenominational Christian church and Missouri non-profit religious corporation that is tax exempt under IRS Code Section 501(c)(3). *Exhibit 1*,¹ Articles of Incorporation; *Exhibit 2*, Tax Exempt Status.

2. In 1972, Reverend Larry Rice formed the Church for the purpose of carrying out the mandates of scripture, including the Biblical directive contained in

¹ For ease of reference for the Court and the parties, Plaintiff has followed the same exhibit numbering in its Brief in Support and Statement of Uncontroverted Material Facts that it followed in its Verified Complaint. Thus certain exhibits appearing in the Brief in Support and Statement of Uncontroverted Material Facts may not necessarily appear in chronological order.

Proverbs 31:8-9, which instructs Christians to “[s]peak up for those who cannot speak for themselves, for the rights of all who are destitute. Speak up and judge fairly; defend the rights of the poor and needy.” *Exhibit 33*, Larry Rice Declaration ¶ 2.

3. A vital aspect of New Life’s religious mission is to actively serve the less fortunate, since the Bible states: “What good is it, my brothers and sisters, if someone claims to have faith but has no deeds? Can such faith save them? Suppose a brother or a sister is without clothes and daily food. If one of you says to them, “Go in peace; keep warm and well fed,” but does nothing about their physical needs, what good is it? In the same way, faith by itself, if it is not accompanied by action, is dead. But someone will say, ‘You have faith; I have deeds. Show me your faith without deeds, and I will show you my faith by my deeds.’” James 2:14-18 (*Common English Bible*). *Id.* ¶ 4.

4. New Life is also guided by the principles declared by God in Isaiah 58:6-7: “Is not this the kind of fasting I have chosen: to loose the chains of injustice and untie the cords of the yoke, to set the oppressed free and break every yoke? Is it not to share your food with the hungry and to provide the poor wanderer with shelter—when you see the naked, to clothe them, and not to turn away from your own flesh and blood?” *Id.* ¶ 5.

5. The Church and its members believe the Bible teaches that salvation is a result of the grace of God extended to sinful human beings through Jesus Christ, and those who have received God’s grace are called to shelter the homeless, feed the hungry, and care for the sick and imprisoned. Matthew 25:31-46 (*Common English Bible*). *Id.* ¶

6.

6. In furtherance of these Biblical directives, New Life and its members work daily to provide Christian hospitality to the less fortunate and homeless in St. Louis and

beyond. *Exhibit 3*, About Us. New Life provides food, shelter, and clothing, education, job training programs, and physical, mental and spiritual health care to members of the homeless community. *Ex. 33* ¶ 8.

7. Based on these Biblical mandates, New Life and its members firmly believe that serving the poor and less fortunate members of society, including sheltering the homeless, is an essential and indispensable function of the Church's religious worship and beliefs. *Id.* ¶ 7.

8. In 1975, New Life purchased the five-story former YWCA building located at 1411 Locust Street in the City (the "Property") to serve as New Life's new spiritual home. *Id.* ¶ 9.

9. The Property is located in the Central Business District, as defined in Chapter 26.52 of the St. Louis Revised Code ("Code"). *Exhibit 27* at 5-8. Chapter 26.52.020 lists specific uses that are not permitted in the Central Business District. *Id.* at 6-7. Homeless shelters are not listed as an excluded use. *Id.*

10. In early 1976, City officials instructed New Life to submit an application for a hotel permit to the City in order to be able to use a portion of the Property as an emergency overnight shelter for homeless individuals. New Life complied and submitted an application. *Ex. 33* ¶¶ 11-12.

11. On March 16, 1976, the City granted New Life's request and issued it a hotel permit, Permit No. 84777 (the "Permit"), which allows New Life to provide 32 beds at the Property. *Id.* ¶ 13; *Exhibit 4*, Permit No. 84777.

12. New Life has continuously provided religious services and emergency shelter for the homeless at the Property since early 1976. *Ex. 33* ¶ 19.

13. An integral part of New Life's Christian ministry is its emergency homeless shelter, which operates 365 days per year at the Property. *Id.* ¶¶ 3, 20.

14. New Life's founder, Reverend Rice, views providing shelter and other related relief services to those in need as a concrete form of religious worship. *Id.* ¶ 3.

15. On average, New Life welcomes between 225 and 250 individuals each night. However, on especially cold nights, this number can reach 300 guests. *Id.* ¶ 21.

16. Given the frequent lack of available shelter space within the St. Louis City Continuum of Care, oftentimes New Life is the only emergency shelter with available space. For this reason, and because New Life does not require a referral from the Housing Resource Center, New Life often functions as an overflow shelter for homeless individuals who were unable to obtain such a referral. *Id.* ¶ 22.

17. New Life also offers a variety of additional services at the Property, including ministerial services, utility assistance, a free clothing store, prescription assistance, substance dependence support group meetings, funeral expenses, aid for stranded travelers, life skills training, and public transit assistance. *Id.* ¶ 26.

18. New Life rules and regulations strictly forbid any alcohol, drugs, and weapons from entering the Property. *Exhibit 7*, Overnight Guest Agreement.

19. In order to enforce its rules and regulations, New Life employs a security company called Sentry Security. The Sentry Security guard patrols from 11:00 p.m. to 7:00 a.m. *Ex. 33* ¶ 40.

20. At the suggestion of neighbors, New Life also added various security cameras and lighting at the Property. Currently, there are also approximately twenty

seven (27) security cameras installed in and around the Property, which are monitored by security officials. *Id.* ¶ 44.

21. Since the Permit was initially approved in March of 1976, Reverend Rice and other New Life officials have been in frequent contact with City officials. *Id.* ¶ 15.

22. Since then, numerous City inspectors have entered the Property on numerous occasions to conduct additional inspections. *Id.*

23. Since 1993, New Life has submitted applications for at least twenty eight (28) permits to the City. *Exhibit 22*, Permits Report.

24. At no point did any of these City officials or other local authorities inform or otherwise suggest to Reverend Rice or any New Life official that there were any issues or problems with New Life's use of the Property as a homeless shelter. *Id.* ¶¶ 16-18.

25. On April 26, 2013 a petition was submitted to the City seeking to have New Life declared a "detriment to the neighborhood" pursuant to Chapter 11.72 of the St. Louis City Revised Code (the "Code"). *Exhibit 25*, Petition; *Exhibit 26*, Code Chapter 11.72.

26. The Petition makes various allegations regarding purportedly "detrimental" conduct that occurs at and in the general vicinity of the Property. *Ex. 25*.

27. Under Chapter 11.72, the City's Board of Public Service ("BPS") has the authority to declare a particular premises being operated as a rooming house, boarding house, dormitory or hotel to be "a detriment to the neighborhood" based on the petition of a majority of residents within 350 feet and a public hearing. *Ex. 26* Sec. 11.72.010.

28. Chapter 26.08.260 of the Code defines a "hotel" as "[a] building, other than a bed and breakfast inn, used as the abiding place of more than 20 persons who are

for compensation lodged with or without meals.” *Exhibit 27*, Code Chapter 26.08 (emphasis added).

29. Chapter 26.08.380 defines a “rooming house” as “[a] dwelling, other than a hotel or bed and breakfast establishment, where, *for compensation*, lodging only is provided.” *Id.* (emphasis added).

30. New Life does not require compensation from the guests in exchange for shelter at the Property. *Ex. 33* ¶ 22.

31. The hearing on the Petition continued over an extensive period, with additional hearings taking place on October, 1, 2013, October 8, 2013, October 15, 2013, October 21, 2014, November 5, 2013, November 12, 2013, November 19, 2013, January 21, 2014, and April 1, 2014. *Exhibit 32*, BPS Order.

32. At the November 19, 2013 hearing, there was sworn testimony given that closing New Life would likely increase nuisance activities and have “horrific results” on the community. *Exhibit 29*, 11/19/13 Hearing Tr. testimony of Faye Abram, at pp. 887-91, 915.

33. At the December 23, 2014 BPS hearing, Director Bess moved to find that the operation of New Life constitutes a detriment to the neighborhood. *Exhibit 31*, 12/23/14 Hearing Tr. at 1192. The motion was seconded by Director Waelterman. *Id.*

34. Director Skouby, Director Waelterman, Director Bess, Director Rice-Walker, and President Bradley all voted in favor of the motion. *Id.* at 1192-93. Director Gray abstained. *Id.* at 1193.

35. As a result of the BPS's vote, BPS concluded that New Life's operations constitute a detriment to the neighborhood pursuant to Ordinance 61971 as codified by Chapter 11.72 of the City's Revised Code. *Id.*; *Ex. 26*.

36. Director Skouby then made a motion to revoke Permit 84777 effective May 12, 2015, unless on or before that date New Life provides documentation that it is in compliance with the 32-bed occupancy limit for at least 30 days, or provides documentation that New Life has obtained the necessary permit and license to operate its facility in accordance with all applicable laws, rules and regulation of the City. *Ex. 31* at 1194-95. Director Skouby's motion was seconded by Director Waelterman. *Id.* at 1195.

37. Director Skouby, Director Waelterman, Director Bess, Director Rice-Walker and President Bradley again all voted in favor of the motion. *Id.* at 1195. Director Gray again abstained. *Id.* at 1195-96.

38. On February 17, 2015, the BPS published its Findings of Fact, Conclusions of Law, Decision and Order ("Order") pertaining to New Life. *Ex. 32*.

39. The BPS's Order outlines in detail the factors provided in Code Chapter 11.72 and whether, based on the evidence presented at the hearings, the BPS believes the factor weighs in favor of the petitioner or New Life. *Id.* at 12-26.

40. The BPS Order also declares the testimony of all of New Life's representatives and witnesses "not credible" with little elaboration. *Id.* at 26-29.

41. Consequently, under the Order's directive, New Life's Permit will be revoked on May 12, 2015, unless New Life reduces the number of homeless persons it shelters to a maximum of 32 at least 30 days prior to May 12, 2015. *Id.* at 34.

42. If at any point in the future New Life exceeds the 32-person restriction, the City will revoke its Permit. *Id.* at 35.

43. New Life neither owns other property that would allow it to house the homeless of the City of St. Louis, nor has the financial ability to secure another building to house the homeless. The effect of shutting down the Church will be an increase of homeless people on the streets of the City.

Respectfully submitted,

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Dated: March 3, 2015

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