

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI**

8307 MANCHESTER LLC; NATIONAL  
FEATHER-CRAFT COMPANY, INC. D/B/A  
FEATHER-CRAFT FLY FISHING;  
CONVERGENCE DANCE AND BODY  
STUDIO; and TIME FOR DINNER, LLC,

Plaintiffs,

Cause No.:

Division No.:

av. CITY OF BRENTWOOD,

Defendant.

**PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF**

COME NOW, Plaintiffs 8307 Manchester LLC, National Feather-Craft Company, Inc.,

Time for Dinner LLC, and Convergence Dance and Body Center LLC, by and through their undersigned counsel, file this Petition for Declaratory and Injunctive relief against Defendant City of Brentwood, and allege as follows:

**INTRODUCTION**

1. This case is a challenge to a legally insufficient blight designation adopted by Defendant, City of Brentwood (“Brentwood”). On July 17, 2023, Brentwood adopted a Redevelopment Plan which included a blight study declaring the area north and south of Manchester Road between South Hanley Road and Brentwood Boulevard (otherwise known as the “Manchester Corridor”) blighted. The Redevelopment Plan gives a private developer, Green Street, the right to develop the Corridor, and the adoption of the blight study authorizes Brentwood to exercise its eminent domain authority against any owner or business in the Manchester Corridor that does not voluntarily sell to Green Street or otherwise vacate its premises.

2. Plaintiffs own or lease real property in the Manchester Corridor for business purposes and do not want to sell or move locations.

3. The blight study relied upon by Brentwood fails to include any substantial evidence of blight. That's because the Manchester Corridor is not blighted. In fact, from 2019 through 2023, Brentwood and the Missouri Department of Transportation (“MoDOT”) have invested approximately \$120 million in the Manchester Corridor to mitigate flooding issues, redo Manchester Road, add 10-foot sidewalks on both sides of the road, and add a trail along Deer Creek that connects to the metro area’s larger trail network. Together, these projects are known as Brentwood Bound.

4. With the Brentwood Bound projects nearly finished, Brentwood has shifted its focus from any legitimate public purpose associated with mitigating flooding or updating Manchester Road, to the improper interest of economic development, which Brentwood contends would result in an increase to its tax base. Instead of living in fear for years and wondering if or when Brentwood will exercise its eminent domain authority, Plaintiffs bring this action to vindicate their private property interests.

**JURISDICTION AND VENUE**

5. Plaintiffs bring this action pursuant to Mo. Rev. Stat. § 523.261, which creates a cause of action for affected parties to challenge blight designations. In accordance with Mo. Rev. Stat. § 523.261, an affected party may file a declaratory judgment action under Mo. Rev. Stat. §§ 527.010 to 527.130 to seek a determination of whether a blight designation is “arbitrary or capricious or induced by fraud, collusion, or bad faith [or not] supported by substantial evidence.”

6. Pursuant to Mo. Rev. Stat. § 508.050, venue is proper in St. Louis County because Defendant City of Brentwood is located within St. Louis County. Likewise, Plaintiffs’ property and businesses are all located or operate within St. Louis County.

**PARTIES**

7. Plaintiff 8307 Manchester LLC is a limited liability corporation and the sole owner of the real property located at 8307 Manchester Road, Brentwood, Missouri in St. Louis County. The real property located at the address 8307 Manchester Road is located entirely within the Manchester Corridor and has been deemed blighted as part of Brentwood's Redevelopment Plan. 8307 Manchester LLC's members are brothers Martin George and Anthony George.

8. Plaintiff National Feather-Craft Company, Inc. d/b/a Feather-Craft Fly Fishing ("Feather-Craft") is a C Corp with its business address and physical location at 8307 Manchester Road, Brentwood, Missouri in St. Louis County. Feather-Craft's physical location is entirely within the Manchester Corridor and has been deemed blighted as part of Brentwood's Redevelopment Plan. Feather-Craft's president is Bob Story. Bob's father founded Feather-Craft in 1955. Feather-Craft has been located at and operating from 8307 Manchester Road since 1989.

9. Plaintiff Time for Dinner LLC is a limited liability corporation with its business address and physical location at 8506 Manchester Road, Brentwood, Missouri in St. Louis County. Time for Dinner's physical location is entirely within the Manchester Corridor and has been deemed blighted as part of Brentwood's Redevelopment Plan. Time for Dinner's members are sisters Amy Stanford and Carolyn Wilson. Amy and Carolyn founded Time for Dinner in 2003 and the business has been located at and operating from 8506 Manchester Road since 2004.

10. Plaintiff Convergence Dance and Body Center, LLC ("Convergence DBC") is a limited liability corporation with its business address and physical location at 8044 Manchester Road, Brentwood, Missouri in St. Louis County. Convergence DBC's physical location is entirely within the Manchester Corridor and has been deemed blighted as part of Brentwood's Redevelopment Plan. Convergence DBC's members are husband and wife Roxanne Maier and Carter Maier. The Maiers founded Convergence DBC in 2005. Convergence DBC's business address and physical location have been located at 8044 Manchester Road since 2018.

11. Defendant City of Brentwood is a municipal corporation and political subdivision of the State of Missouri located within St. Louis County.

**FACTUAL BACKGROUND**

*Parties*

**8307 Manchester LLC**

12. In 1985, Martin and Anthony George's father, also named Martin George, finished construction on the building located at 8307 Manchester Road. The building remains today. Martin, Sr. built the building alone with his own hands. Martin, Sr. was the founder and owner of the Electric Motor Company and constructed this building for his business. When Martin, Sr. first constructed the building, he used half of the building for Electric Motor Company and leased the other half to a commercial tenant.

13. In 2021, Martin, Sr. passed away and Martin and Anthony inherited the property located at 8307 Manchester Road. The property is held by 8307 Manchester LLC and Martin and Anthony are the LLC's sole members. This property has been passed down to them from their father. Martin and Anthony do not want to sell 8307 Manchester Road and would like it to remain in their family in the future.

14. The building at 8307 Manchester Road has never flooded. Martin, Sr. researched the flood plain and constructed the building on a raised foundation. Although flood water has touched the edges of the property, the building has never flooded.

15. Martin remembers watching his father build this building. Both Martin and Anthony remember visiting their father at this building as children. As they grew up, their father taught them how to maintain the building. Beginning in high school, they helped maintain the interior and later the exterior of the building. The building and the long-term tenant, Feather-Craft, have been part of Martin and Anthony's lives since they were children. The real property at 8307

Manchester Road cannot be replaced or substituted with money or a new building (whether on the same parcel or on a different parcel).

### Feather-Craft Fly Fishing

16. In 1989, Feather-Craft became the tenant in half of the building at 8307 Manchester Road and moved its retail operations to this location. Feather-Craft has remained at this location to the present day. Over time, Feather-Craft has expanded in the building and now occupies the entire space.

17. Below is a photograph of 8307 Manchester Road taken in July 2023:



18. Feather-Craft is a specialized fly fishing business that operates a brick and mortar retail store and an online store. More than half of Feather-Craft's building is used to store inventory for its online business. Feather-Craft sells thousands of small items (*i.e.*, tiny items used to create flies for fly fishing). It has invested tens of thousands of dollars in customizing its space to shelve, display, and store thousands of small, individually barcoded items.

**Time for Dinner LLC**

19. Time for Dinner is a meal preparation business located at 8507 Manchester Road.

20. Below is a photograph of Time for Dinner taken in July 2023. Time for Dinner is the far left tenant:



21. Customers at Time for Dinner can buy pre-made, ready-to-cook meals or they can attend classes and prepare their own meal kits in-store. This helps busy people provide healthy and tasty meals for their families. Time for Dinner's customers love the convenience of its location.

22. Time for Dinner has been in Brentwood since 2005 and is well-known throughout the community and the greater metropolitan area. Because it does not cook any of the food it sells (customers cook or bake their meals at home), Time for Dinner has invested tens of thousands of dollars in refrigeration equipment, including a large cold room and walk-in freezer. Some of this equipment was built to fit the current location and cannot simply be moved to another location.

### **Convergence Dance and Body Center LLC**

23. Roxanne and Carter Maier own Convergence DBC, which is located at 8044 Manchester Road.

24. Below is a photograph of 8044 Manchester Road taken in July 2023:



25. Convergence DBC is a dance studio that offers social dance classes and other wellness services. Owner Roxanne Maier teaches fitness classes known as the Gyrotonic method.

Roxanne's husband, owner Carter Maier, is a chiropractor and sees patients at this location. In addition, Convergence DBC leases a few suites in its building to other bodywork providers.

26. The Maiers chose this location at 8044 Manchester Road because it is centrally located in the St. Louis metropolitan area. The location is convenient for students and patients from many different areas. The Maiers have invested over \$100,000 in customizing their space to their exact needs. They cannot take any of their improvements or sweat equity with them to a new location.

27. Upon information and belief, Convergence DBC is the newest business within Manchester Corridor. Although there has been interest since 2018 from other small business

owners, Plaintiffs are not aware of Brentwood allowing any new businesses to open in the Manchester Corridor after Convergence DBC signed its lease in 2018.

### **Urban Redevelopment Corporations**

28. Missouri law allows municipal corporations to create redevelopment corporations. *See* Mo. Rev. Stat. §§ 353.010 to 353.190. This section of Missouri law is often called “Chapter 353.” Brentwood has created and maintains the Brentwood Redevelopment Corporation as allowed by Chapter 353.

29. Mo. Rev. Stat. § 353.170 authorizes Missouri cities subject to Chapter 353 “[t]o acquire by the exercise of the power of eminent domain, or otherwise, an area designated on a master plan under the authority of the legislative authority of the city as a redevelopment area[.]”

30. Blight designations for redevelopment areas expire five years after a legislative determination that a property or area is blighted. Mo. Rev. Stat. § 523.274(2).

### **Brentwood Bound**

31. On June 18, 2018, Brentwood enacted Ordinance 4845, which officially adopted the Manchester Road Flood Mitigation Plan as created and commissioned by the Brentwood Redevelopment Corporation. The Manchester Road Flood Mitigation Plan (“Flood Mitigation Plan”) is dated May 4, 2018. The Flood Mitigation Plan included a blight study (“2018 Blight Study”) because the Flood Mitigation Plan contemplated the need to acquire private properties and/or use eminent domain to complete the flood mitigation projects.

32. Brentwood initially anticipated that the Flood Mitigation Plan would require at least \$50 million to mitigate flood events and would be carried out in conjunction with MoDOT. In addition to flood mitigation, the Flood Mitigation Plan proposed improving property access, curbs, and sidewalks, providing streetscape improvements, and creating a new trail that would connect with the existing regional trail system. Flood Mitigation Plan at 2. The Plan also



proposed soliciting other plans to redevelop the Manchester Corridor. *Id.* Together, all of these projects have been marketed as “Brentwood Bound.”

33. Upon information and belief, Brentwood, in conjunction with MoDOT and the St. Louis Metropolitan Sewer District (“MSD”), has spent approximately \$120 million on the Brentwood Bound improvements, including updating sewer lines, flood mitigation projects, Manchester Road improvements and enhancements, and increasing pedestrian access by widening the sidewalks and adding a trail along Deer Creek that connects to the area’s larger trail system.

34. As part of Brentwood Bound, MoDOT acquired an easement from Plaintiff 8307 Manchester at the same address. The public purpose of the easement was to expand the width of the sidewalk.

35. Upon information and belief, Brentwood, MoDOT, and/or MSD acquired properties and/or used eminent domain to acquire properties from private landowners within the Manchester Corridor for the purpose of completing Brentwood Bound projects.

36. Manchester Road was closed for substantial amounts of time for completion of Brentwood Bound projects between approximately 2019–2023. This negatively impacted Plaintiffs and prevented their customers from being able to easily access their businesses.

37. Upon information and belief, Brentwood Bound projects are continuing as of the filing of this lawsuit.

38. On April 1, 2019, the Board of Aldermen enacted a new zoning code specifically for the Manchester Corridor. Brentwood Ordinance No. 4873 (Apr. 1, 2019). Brentwood named the area the Manchester Corridor Commercial Zoning District.

39. Plaintiffs never received any information or notice about the new zoning designation from Brentwood before or after its adoption.

**2023 Redevelopment Plan**

40. By document dated April 27, 2022, the Brentwood Redevelopment Corporation published a request for proposal (RFP) for the Manchester Corridor. Responses to the RFP from developers were due May 31, 2022.

41. Green Street responded to Brentwood's RFP with a plan dated June 2022. The June 2022 response proposed a mixed-use master redevelopment plan that would cost an estimated \$400 million.

42. Green Street's June 2022 response to Brentwood's RFP contemplated "the use of eminent domain if needed for any non-single-family homes, real estate tax abatement, an area-wide Community Improvement District (CID), a Transportation Development District (TDD), the use of New Market Tax Credits (NMTC), and Chapter 100 Bonds to abate sales tax on construction materials." Green Street Response to Brentwood April 2022 RFP at 17.<sup>1</sup>

43. Upon information and belief, Brentwood did not receive, review, or consider responses from any entity other than Green Street.

44. In summer 2023, the Manchester Corridor Redevelopment Corporation unveiled a formal Redevelopment Plan based on Green Street's June 2022 response to its RFP. The Redevelopment Plan is very similar to Green Street's June 2022 response to RFP. The Redevelopment Plan is dated June 15, 2023.

45. Upon information and belief, neither property owners nor business owners in the Manchester Corridor were made aware of the Redevelopment Plan by Brentwood. At a June 20, 2023 Brentwood Board of Aldermen meeting, one community member asked the status of a redevelopment plan and how to view the plan or any related documents. At the meeting, the

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<sup>1</sup> A true and accurate copy is available at:  
[https://www.brentwoodmo.org/DocumentCenter/View/30040/Green-Street-Real-Estate-Ventures\\_Brentwood-RFP](https://www.brentwoodmo.org/DocumentCenter/View/30040/Green-Street-Real-Estate-Ventures_Brentwood-RFP)

mayor indicated Brentwood and Green Street were already negotiating a redevelopment agreement and that the Redevelopment Plan was available online.

46. At the June 20, 2023 Brentwood Board of Aldermen meeting, the Board of Aldermen adopted Ordinance 5096, which, *inter alia*, updated Ordinance 4302 to amend the relevant definition of blight and increase the time period for considering a redevelopment plan. The previous ordinance required any redevelopment plan to be considered within 90 days of publication of an RFP. Ordinance 5096 extended that time period to five years.

47. Ordinance 5096 updated Brentwood's municipal definition of "blighted area" to read:

(a) an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use, or (b) such other definition as may be required by Missouri law in connection with the approval of a Development Plan.

48. At the June 20, 2023 Brentwood Board of Aldermen meeting, attorney Mark Grimm noted that the change in deadline for considering a redevelopment plan after publication of an RFP was necessary because the RFP for the Manchester Road redevelopment project was published 15 months ago. Without making this change, Brentwood would be out of compliance with its own ordinances.

49. The Redevelopment Plan delineates the Manchester Corridor as an area encompassing 75 contiguous parcels of property along Manchester Road and/ Deer Creek. The area comprises approximately 77 acres located north and south of Manchester Road between South Hanley Road to the east and Brentwood Boulevard to the west.

50. Together, Brentwood and MoDOT own 26 of the 75 parcels in the Manchester Corridor. Upon information and belief, these 26 parcels account for approximately 50% of the total land area of the Manchester Corridor.

51. Upon information and belief, none of the properties in the Manchester Corridor received warnings for any alleged unsafe or insanitary conditions prior to Brentwood's adoption of the Redevelopment Plan.

52. Upon information and belief, none of the properties in the Manchester Corridor received warnings for any conditions that were allegedly a menace to public health, safety, or welfare prior to the adoption of the Redevelopment Plan.

53. Plaintiffs were not notified about the June 20, 2023, July 5, 2023, or July 17, 2023 Brentwood Board of Aldermen meetings or otherwise notified that Brentwood was considering taking action that could interfere with or extinguish their property rights. Plaintiffs were not notified about any Manchester Redevelopment Corporation meetings and/or Manchester Corridor Redevelopment Corporation meetings, or any other official Brentwood public meetings where the Redevelopment Plan was introduced or discussed.

54. Upon information and belief, property owners and business owners within the Manchester Corridor were not notified about the Redevelopment Plan or 2023 Blight Study before either were discussed at Brentwood Board of Aldermen meeting on July 5, 2023 or before Brentwood formally adopted them on July 17, 2023.

55. Upon information and belief, the letter supplement to the blight study from PGAV Planners, LLC to the Brentwood mayor and Board of Aldermen dated July 5, 2023, was not available to the Aldermen or the public prior to the July 5, 2023 meeting.

56. Upon information and belief, the letter supplement to the blight study from PGAV Planners, LLC to the Brentwood mayor and Board of Aldermen dated July 5, 2023 was not made available to the public or the Aldermen at the July 5, 2023 meeting.

57. On July 17, 2023, Brentwood approved Ordinance 5099, which formally adopted the Redevelopment Plan for the Manchester Corridor and adopted a Redevelopment Agreement giving Green Street the authority to develop the Manchester Corridor.

58. As part of the Redevelopment Agreement, Brentwood agrees that it will exercise its eminent domain authority so long as Green Street complies with the provisions of the Redevelopment Agreement, which include negotiating in good faith with property owners before requesting that Brentwood initiate condemnation proceedings.

59. The Redevelopment Agreement also provides that Green Street “shall pay all costs reasonably incurred by the City in connection with any condemnation action.”

60. Upon information and belief, given the substantial improvements to the Manchester Corridor through the Brentwood Bound projects, there is no public purpose associated with the Redevelopment Plan. The only purpose of the Redevelopment Plan is to increase tax revenue for Brentwood and otherwise enrich Brentwood and Green Street economically.

61. Upon information and belief, Brentwood adopted the blight study as a pretext to give private property within the Manchester Corridor to Green Street.

62. The 2023 Blight Study does not incorporate the 2018 Blight Study and any attempt to do so would be improper. The Manchester Corridor has changed substantially between 2018 and 2023 given the Brentwood Bound projects and other improvements, and required a new blight analysis. The 2023 Blight Study also encompasses fewer properties than the 2018 blight study area.

**2023 Blight Study**

63. The 2023 Blight Study notes that “the exterior conditions of the buildings and site improvements have not improved over time.” 2023 Blight Study at 5.

64. Upon information and belief, exterior maintenance and updates were performed on properties throughout the Manchester Corridor between 2018 and 2023.

65. To the extent that any properties have not improved since 2018, that is a direct consequence of Brentwood's actions and/or the actions of those authorized to carry out Brentwood Bound projects.

66. Upon information and belief, owners of property within the Manchester Corridor waited to complete exterior maintenance or maintenance on their properties because of the uncertainty associated with the 2018 Blight Study and the ongoing Brentwood Bound construction.

67. For example, MoDOT used the parking lot at 8044 Manchester Road, the location of Plaintiff Convergence DBC, to park heavy equipment for months. Although the owners of Convergence DBC wanted to resurface their parking lot, they decided to wait until their parking lot was done being used to store heavy machinery and equipment. Convergence DBC continued performing all required maintenance on its building.

68. Like the owners of Convergence DBC, Plaintiffs and other property owners in the Manchester Corridor have been waiting to complete exterior maintenance projects.

69. Martin and Anthony, the owners of 8307 Manchester, however, continued to update their property within the Manchester Corridor throughout the duration of the Brentwood Bound projects. Even with the uncertainty created by the 2018 Blight Study and the ongoing chaos from major road construction, Martin and Anthony invested approximately \$100,000 into maintaining or updating the exterior of their property from 2019 through the time of filing of this lawsuit.

70. The owners of Time for Dinner's location resurfaced its parking lot in November 2023.

71. Upon information and belief, Brentwood also had a moratorium that prevented property owners from expanding or remodeling while it was considering the Brentwood Bound projects.

72. Upon information and belief, Brentwood never communicated when that moratorium expired, leading some property owners within the Manchester Corridor to believe it was in place for years.

73. To the extent that Brentwood considered any evidence at the time it adopted Ordinance 5099 that properties within the Manchester Corridor are not economically productive, that is attributable to Brentwood's actions and the ongoing Brentwood Bound projects.

74. Plaintiffs' businesses are economically stable and have contributed to the local economy for years or decades.

75. Upon information and belief, some business owners wanted to move into the Manchester Corridor between 2019 and 2023. When those business owners inquired about doing so with Brentwood staff, they were advised that Brentwood would not give them an occupancy permit or the other legally required permits or licenses to locate their business within the Manchester Corridor.

76. The 2023 Blight Study notes that the entire area, with the exception of one parcel, is non-conforming with the new Manchester Corridor Commercial zoning plan. To the extent that is true, Brentwood created this issue by changing the zoning for the Manchester Corridor without notice to property owners or business owners.

77. The 2023 blight study notes that some "minor defects" exist, "such as a lack of painting, loose, missing, or deteriorating roofing materials, deteriorating floor or ceiling plates or holes and cracks over limited areas." To the extent that any properties within the Manchester Corridor exhibit these "minor defects" such issues do not rise to the level of being insanitary or unsafe and are otherwise an insufficient basis to support a blight designation. Plaintiffs do not admit that any such conditions exist at their locations.

78. The 2023 Blight Study further describes the deterioration as mundane cosmetic issues like “the need for paint, window repair, damaged trash holding facilities, deteriorating signage, rotting or missing facias or soffits, damaged or deteriorated loading areas or doors, and cracking and/or pot-holed parking lots.” The study never notes which of the 75 properties within the Manchester Corridor exhibit these minor defects, nor how many of the properties have such defects.

79. Upon information and belief, some of the parcels in the Manchester Corridor owned by Brentwood exhibit cosmetic deterioration described by the 2023 Blight Study.

80. The 2023 Blight Study provides: “[o]f the 48 buildings in the Area, 29 were built prior to 1970 and thus are 52 years old or older. Twenty buildings were built before 1960 and only 3 buildings are less than 35 years old.”

81. The age of the building, including whether a building may or may not have lead-based paint or asbestos in its building materials, is an insufficient basis to support a blight designation. Merely reviewing the age of buildings does not provide evidence of whether a building is physically deteriorating or otherwise meets the legal definition of blighted.

82. Upon information and belief, lead-based paint and building materials containing asbestos pose no risk or a very minimal risk to public health, safety, or welfare. These products are only unsafe when they are disturbed, for instance, during a remodel or demolition. Thus, the presence of outdated building materials is not a sufficient basis to support a blight designation.

83. The 2023 Blight Study once mentions “dilapidation of outbuildings or other accessory structures” without explaining which properties it believes have these characteristics.

84. To the extent the 2023 Blight Study points out that some areas in the Manchester Corridor contain potholes or cracked paved surfaces on private property, this is not a sufficient basis to support a blight designation.



85. Upon information and belief, any potholes on Manchester Road should have been mitigated during the Brentwood Bound updates.

86. The 2023 Blight Study notes that “the structures have little attractiveness for uses other than their current ones.” This statement is not a sufficient basis to support a blight designation. Plaintiffs’ locations are productive and economically viable.

87. The 2023 Blight Study notes that “[t]he age of the buildings makes most of them economically and functionally obsolete.” However, the majority of the properties within the Manchester Corridor are occupied and being used by their owners or tenants, showing that this statement is not true. Plaintiffs’ locations are occupied and economically viable.

88. Upon information and belief, the consultants who prepared the 2023 Blight Study made no effort to review which buildings have been updated since they were built.

89. That “[s]ome buildings that were originally single-family housing units have been converted to commercial uses and only one single-family house remains [in the Manchester Corridor]” is not a sufficient basis to support a blight designation.

90. That the 2023 blight study provides “rehabilitation of the structures would cost more than construction of a new building of comparable size” is an insufficient basis to support a blight designation.

91. The 2023 Blight Study notes that it reviewed environmental assessments for 27 properties. These assessments are not attached to the Redevelopment Plan or 2023 Blight Study. The 2023 blight study does not clarify which 27 properties underwent environmental analysis.

92. The 2023 Blight Study notes that “the presence of hazardous chemicals and materials is likely to exist in many of these properties” without specifying which properties may contain such chemicals and materials.

93. The 2023 Blight Study notes that on July 26, 2022, a historic rain event occurred. The 2023 blight study deemed this rain event as exceeding 500-year flood plain standards. The 2023 Blight Study notes that the Brentwood Bound flood mitigation projects were “effective in significantly reducing the flooding [in the Manchester Corridor].”

94. The 2023 Blight Study provides that the Brentwood Bound flood mitigation projects were “not intended to provide 500-year event flood protection.” That a property may flood once every 500 years is not a sufficient basis to support a blight designation.

95. The 2023 Blight Study provides that five properties show physical evidence of insanitary or unsafe conditions. Based on those unnamed five properties, the 2023 Blight Study further concludes that “the Area shows a predominance of insanitary or unsafe conditions.” That five properties out of 75 may exhibit signs of insanitary or unsafe conditions cannot justify a finding that insanitary or unsafe conditions predominate the Manchester Corridor. In fact, 5 out of 75 properties is only 6.67% of the area.

96. Upon information and belief, the properties in the Manchester Corridor are not and have not been home to “an encampment likely used by transients for unlawful purposes.”

97. The 2023 Blight Study alleges that the conditions of the properties in the Manchester Corridor may consume governmental services in the form of “responding to specific instance of illegal dumping, unsafe buildings, or encampments[.]” The 2023 Blight Study lacks any evidence that Brentwood has spent any money responding to those issues in the Manchester Corridor.

98. The 2023 Blight Study hypothesizes that if exterior maintenance is not completed throughout the Manchester Corridor, “property values will be lower than similarly situated properties that do not suffer from the same insanitary, unsafe and deteriorated conditions. Lower property values will result in less property tax revenues to fund necessary governmental

services.” The 2023 Blight Study contains no evidence or support for the proposition that the tax assessed values on the properties in the Manchester Corridor are suppressed.

99. To the extent that the 2023 Blight Study suggests that redevelopment is necessary in the Manchester Corridor to increase tax revenue to fund necessary government services, this suggestion shows that the true motive for the Redevelopment Plan is economic development—or to increase Brentwood’s tax base.

100. The 2023 Blight Study provides that Brentwood owns (or will own) 50% of the total land area within the Manchester Corridor upon completion of the Manchester Road improvements. The 2023 Blight Study further notes that while Brentwood owns these properties, they “generate no property tax revenues, but require government funding for upkeep and public safety services.” The 2023 Blight Study does not contain any information as to any actual maintenance expenses for these properties.

101. Naturally, government-owned properties do not generate property taxes.

102. Upon information and belief, the properties owned by Brentwood within the Manchester Corridor can be sold and developed without blighting the entire Manchester Corridor and forcing unwilling property owners and business owners to leave.

103. Upon information and belief, the “economic imbalance between tax generation and demand for governmental services” does not create an economic liability sufficient to justify a blight designation.

### INJURY TO PLAINTIFFS

104. Plaintiffs all suffered during the Brentwood Bound construction—especially due to numerous closures of Manchester Road. Plaintiffs each believed with the Brentwood Bound projects nearing completion, they could turn their full attention back to the businesses. Plaintiffs were each excited to welcome their customers back, now that the construction on Manchester

Road is complete and make improvements to their locations that had been on hold during the major road, sidewalk, and sewer reconstruction. They should not be faced with the threat of eminent domain when the Manchester Corridor is not blighted and when the blight study lacked any substantial evidence of blight.

105. Plaintiffs each have constitutionally protected property interests in challenging the Redevelopment Plan and 2023 Blight Study, because they authorize Brentwood to exercise eminent domain.

106. Plaintiffs each fear that they will be forced to sell their property or otherwise relocate against their will.

107. The uncertainty created by the 2023 Blight Study makes it difficult for Plaintiffs to make long-term business plans.

108. Plaintiffs have not received any information regarding relocation, including notice of their rights and benefits or information about any relocation assistance available to them.

109. 8307 Manchester LLC has invested approximately \$100,000 into maintaining and updating its building since 2018. It would not have invested this money into siding and roofing and window tinting and black topping the parking lot if it thought Brentwood would turn around and try to take its property once Brentwood Bound was complete.

110. The owners of 8307 Manchester, brothers Martin and Anthony, inherited this property from their late father. Martin, Sr. constructed the building himself and both Martin and Anthony grew up visiting and working in the building. No amount of money could replace this building.

111. Feather-Craft wants to stay where it is. Feather-Craft has been at its current location since 1989, it is well known to its customers, and Brentwood offers a central location.

The location is also close enough to the airport that some customers are able to stop by and pick up products during layovers.

112. Feather-Craft has never considered moving locations and does not want to move to a new location. Nor does Feather-Craft want to move into a new building on the same parcel of land. Feather-Craft has spent decades customizing its interior for its exact needs. Re-outfitting a space to fit its needs would cost well in excess of \$10,000. Feather-Craft's building, location, and presence in the community cannot be replaced or substituted with money or a new building. And moving would cause a business disruption which would hurt Feather-Craft's profits and harm its customers.

113. There has never been any question from Feather-Craft (the tenant) or 8307 Manchester LLC (the landlord) that Feather-Craft would remain at this location. Feather-Craft has continued to sign updated leases with 8307 Manchester LLC. Feather-Craft does not want to have to find or work with another landlord. As president of Feather-Craft, Bob Story knows it would be impossible to establish the same relationship with another landlord. The Story family has known and worked with the George family for decades.

114. Likewise, 8307 Manchester LLC and its members Martin and Anthony, want to continue leasing their property to Feather-Craft. Martin and Anthony want to continue using the property in line with their father's wishes and want to continue working with a local, small business. Anthony and Martin do not want to sell this property. No amount of money could replace the meaning and value this property has to Martin and Anthony and their family. They also do not want to have to find a new tenant. After knowing Feather-Craft and the Story family for decades, it would be nearly impossible for Martin and Anthony to establish the same type of relationship and trust with a brand new tenant.

115. Time for Dinner has become well known in the area. Its success is due to the hard work and sacrifices by its owners, Amy and Carolyn, who have poured countless hours into this business. They both say it's more than a fulltime job, but they have a passion for it and enjoy working together. Their efforts include countless hours improving and maintaining their physical space at 8506 Manchester Road. Time for Dinner has never considered moving locations and does not want to move locations. Reestablishing Time for Dinner at another location would cost well in excess of \$10,000. Time for Dinner's location and presence in the community cannot be replaced or substituted with money or a new building and any business disruption caused by a move would be devastating to the business.

116. Convergence DBC's owners chose their location at 8044 Manchester Road very carefully. They liked Brentwood's central location, but they also chose this location because they were able to sign a long-term lease. Convergence DBC signed a ten-year lease in 2018. The lease has an option to renew for a second ten-year term as well as an option to purchase the property.

117. The Maiers have invested over \$100,000 in updating and customizing their building for Convergence DBC's unique needs. They have also invested hundreds of hours of their own time into demoing, updating, and maintaining the building. They cannot imagine having to move locations after all the work they put into their current space. They are very interested in purchasing the property, but will not do so while Brentwood is threatening to use eminent domain to allow Green Street to redevelop the property.

118. Convergence DBC does not want to move locations. It has never considered doing so and its location and presence in the community cannot be replaced or substituted with money or a new building. Reestablishing Convergence DBC at another location would cost well in excess of \$10,000. And moving locations would cause a business disruption that would be harmful to their students and patients.

119. Plaintiffs are currently living in fear and uncertainty. Like all property and business owners, they need to plan for the future, but it's impossible to do so with the threat of eminent domain hanging over their heads. This uncertainty is causing each of them real emotional distress and anxiety and has resulted in a significant loss of time spent consulting attorneys, researching eminent domain, reaching out to other business owners, and otherwise taking actions to avoid the possibility that Brentwood will take their properties.

**CAUSES OF ACTION**

**COUNT I**

*Violation of Mo. Rev. Stat. § 523.261*

120. Plaintiffs adopt and reallege the allegations contained in paragraphs 1–119.

121. Plaintiffs bring this cause of action pursuant to the requirements of Mo. Stat. § 523.261.

122. Brentwood violated Mo. Rev. Stat. § 523.261 by enacting Ordinance 5099 on July 17, 2023 without, *inter alia*:

- a. Substantial evidence that Brentwood considered the condition of each parcel within the Manchester Corridor individually.
- b. Substantial evidence of physical deterioration within the Manchester Corridor.
- c. Substantial evidence of unsafe conditions within the Manchester Corridor.
- d. Substantial evidence of insanitary conditions within the Manchester Corridor.
- e. Substantial evidence of economic liability within the Manchester Corridor.
- f. Substantial evidence that the properties and businesses within the Manchester Corridor are not economically viable.

- g. Substantial evidence that conditions throughout the Manchester Corridor have not improved after the adoption of Ordinance 4845, which adopted the 2018 Blight Study.
- h. Substantial evidence that any blight conditions remain after the completion of the flood mitigation projects and other projects associated with Brentwood Bound.
- i. Substantial evidence that would otherwise demonstrate blight within the Manchester Corridor.
- j. Substantial evidence that any significant blight cannot be eliminated without the use of eminent domain.
- k. Any additional evidence that the Manchester Corridor is blighted.

123. To the extent that any of the conditions in the Manchester Corridor have declined (and Plaintiffs are not admitting any conditions have declined), Brentwood's actions caused such decline.

124. Given the lack of substantial evidence of blight, adoption of Ordinance 5099 was arbitrary and capricious.

125. Given the lack of substantial evidence of blight, adoption of Ordinance 5099 was done in bad faith.

126. Plaintiffs do not wish to have their properties taken or their property interests extinguished through eminent domain and are affected and aggrieved by the said actions of Brentwood.

127. There is no adequate remedy at law available to Plaintiffs and the actions of Brentwood have caused, and will cause, immediate and irreparable harm to them.

**COUNT II**

*Violation of Mo. Rev. Stat. § 523.271*



128. Plaintiffs adopt and reallege the allegations contained in paragraphs 1–119.

129. Plaintiffs bring this cause of action pursuant to the statutory requirement in Mo. Rev. Stat. § 523.271, which prohibits the exercise of eminent domain “for solely economic development purposes.”

130. The only public purpose that Brentwood has offered for redeveloping the Manchester Corridor is to clean up blight.

131. The 2023 Blight Study is legally deficient.

132. Brentwood has failed to identify any additional public purposes that support the Redevelopment Plan or otherwise justify the need for the use of eminent domain.

133. Plaintiffs do not wish to have their properties taken or their property interests extinguished through eminent domain and are affected and aggrieved by the said actions of Brentwood.

134. There is no adequate remedy at law available to Plaintiffs and the actions of Brentwood have caused, and will cause, immediate and irreparable harm to them.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully pray for entry of final judgment against Defendant City of Brentwood, and other relief as follows:

A. A declaration that Brentwood Ordinance 5099 was enacted in violation of Mo. Rev. Stat. § 523.261 because the Redevelopment Plan and 2023 Blight Study lack substantial evidence that the Manchester Corridor is blighted;

B. A declaration that Brentwood Ordinance 5099 was enacted in violation of Mo. Rev. Stat. § 523.271 because the sole purpose of the Redevelopment plan is to further economic development;

C. An award of nominal damages in the amount of one dollar for the violation of Plaintiffs' rights;

D. An award of attorneys' fees and litigation expenses because special and unusual circumstances warranting such an award exist;

E. An award of costs; and

F. Such further legal and equitable relief as this Court may deem just and proper.

Dated: December 12, 2023

Respectfully Submitted,

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\* *Pro hac vice applications forthcoming*

*Attorney for Plaintiffs*