

1 **BOARD BILL NO. 61 INTRODUCED BY ALDERWOMAN MEGAN-ELLYIA**  
2 **GREEN, ALDERWOMAN SHARON TYUS, ALDERMAN DAN GUENTHER,**  
3 **ALDERMAN FRANK WILLIAMSON**

4 An Ordinance to require the provision of community benefits and executed  
5 Community Benefits Agreements for certain development projects seeking public support  
6 for investments above certain threshold levels; including certain exemptions; providing  
7 penalties and provisions for enforcement; and containing a severability clause.

8 **WHEREAS**, it is vital that whole communities reap benefits from urban  
9 development, particularly when the public is asked to assist in that development;

10 **WHEREAS**, public tax dollars from and public investment by citizens support  
11 development in the form of tax incentives, therefore, residents are stakeholders and have  
12 a right and a responsibility to be actively involved in the development process;

13 **WHEREAS**, tax incentives awarded without formalized community involvement  
14 could benefit the developer, but leave the community's residents out of the process;

15 **WHEREAS**, other cities, including Detroit, Michigan and Cambridge,  
16 Massachusetts, have demonstrated that Community Benefits Agreements and a  
17 Community Benefits Fund can help to ensure that tax incentives and development benefit  
18 the whole community;

19 **WHEREAS**, Community Benefit Agreements have not typically been the focus  
20 of development in St. Louis City but the City has used ad hoc Community Benefit  
21 Agreements;

22 **WHEREAS**, current and future developments in the City offer the opportunity  
23 for community members to be active participants in the development process;

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1           **WHEREAS**, thoughtful, intentional community participation can complement the  
2 already established vehicles and infrastructure—including government, business, and the  
3 non-profit organizations—whose niche has been to facilitate development, but who may  
4 not necessarily advocate for equity;

5           **WHEREAS**, The Ferguson Commission has charged St. Louis municipalities  
6 with enacting inclusionary zoning practices to promote access to affordable housing for  
7 low-income families across the St. Louis Region.

8           **WHEREAS**, The PFM Group’s report on the use of tax incentives in the City,  
9 dated May 5, 2016, found that the City provided more than \$700 million in tax incentives  
10 over a 15-year period;

11           **WHEREAS**, The PFM Group’s report also found that incentive use is highly  
12 concentrated in a few areas of the City, and that a handful of neighborhoods have  
13 received roughly two-thirds of the value of tax incentives over a 15-year period;

14           **WHEREAS**, the City and St. Louis County have completed a Comprehensive  
15 Economic Development Strategy to focus on job creation and economic development  
16 from 2017 to 2022; and

17           **WHEREAS**, the Mayor, the St. Louis Development Cooperation, and the Board  
18 of Aldermen are committed to equitable development;

19           **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

20           **SECTION ONE.**     Purpose; Title.

21           (a) It shall be the policy of the City of St. Louis to require proportional community  
22 benefits when providing significant public subsidies or incentives for development

1 projects in the form of tax abatement, tax increment financing, grants, or the sale or  
2 provision of City assets and services at below-market-value costs.

3 (b) This article shall be known as the “St. Louis Community Benefits Ordinance.”

4 **SECTION TWO.** Definitions.

5 (a) “Affordable Housing” means housing in which monthly costs amount to no  
6 more than 30% of household income for eligible households within the census tract in  
7 which the development project is located.

8 (b) “Annual Median Income” or “AMI” means an economic measure that can be  
9 applied to one household, or aggregated across a large group such as a county, city, or the  
10 whole country to track economic trends as measured by the US Census Bureau.

11 (c) “Census Tract” or “census tract” means small, relatively permanent statistical  
12 subdivisions of a county or equivalent entity that are updated by local participants prior to  
13 each decennial census as part of the Census Bureau's Participant Statistical Areas  
14 Program.

15 (d) “City” means the City of St. Louis including all department, divisions, and  
16 agencies, of the City of St. Louis including, but not limited to, LCRA, LRA, and SLDC.

17 (e) “Community Benefits” means the amenities, benefits, commitments, or  
18 promises described in Section Three and Section Four of this Ordinance, which may be  
19 incorporated into a Development Agreement.

20 (f) “Community Benefits Agreement” or “CBA” means a legally enforceable  
21 contract as described in Section Three of this Ordinance.

1 (g) “Community Benefits Fund” means a dedicated fund for developments in  
2 Census tracts with more than 34.5% poverty as measured by the US Census Bureau and  
3 described in Section 5 of the Ordinance.

4 (h) “Community Benefits Fund Committee” means the committee appointed by the  
5 Mayor and charged with the allocation of monies from the Community Benefits Fund as  
6 described in Section 5 of this Ordinance.

7 (i) “Contractor” means any person, firm, partnership, limited liability company,  
8 corporation, joint venture, proprietorship, or other entity that enters into a contract for  
9 performance of construction work on the development project within the Host  
10 Community, including subcontractors of any tier.

11 (j) “Developer” means a person, corporation, or business entity who invests in and  
12 develops the urban or suburban potentialities of real estate.

13 (k) “Development” means a tract of land that has been made available or usable  
14 through construction.

15 (l) “Development Agreement” means, for the purposes of this Ordinance, the  
16 agreement or agreements between the City and the developer pursuant to which the City  
17 provides or commits Public Support for Investment for a Tier 1 Development Project,  
18 Tier 2 Development Project, or High Impact Development Project, regardless of the label  
19 or title affixed to such agreement.

20 (m) “Eligible households” means holds earning less than 30% of the area median  
21 income.

22 (n) “Facilitator” means a non-profit organization, or a coalition of non-profit  
23 organizations, working to increase investment and development in low-income and

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1 communities of color with community residents, who is charged with convening and  
2 moderating meetings of the Host Committee Community.

3 (1) The Facilitator shall be chosen by SLDC on a bi-annual basis following a  
4 request for proposal (“RFP”) process. The RFP committee for this RFP  
5 process shall be comprised of an appointee of the Mayor of the City of St.  
6 Louis, an appointee of the Comptroller of the City of St. Louis, an  
7 appointee of the President of the Board of Aldermen, an appointee from the  
8 Chair of the Housing, Urban Development and Zoning Committee, an  
9 appointee of the Chair of the Neighborhood Development Committee, and  
10 an appointee of the Chair of the Ways and Means Committee, and an  
11 appointee of the Chair of the Health and Human Services Committee.

12 (2) The Facilitator shall notify the following of any Host Committee meeting,  
13 and permit them to attend and participate in the meetings:

14 a. an individual employed by fair housing organization that seeks to  
15 prevent housing discrimination on the basis of race, color, nationality,  
16 religion, gender, disability or familial status

17 b. an individual employed by an organization whose mission is to address  
18 racial and economic disparity in the St. Louis region, such as the  
19 Ferguson Commission and its successor;

20 c. an individual appointed by the Superintendent of St. Louis Public  
21 Schools

22 d. an individual appointed by the Regional Arts Commission who is  
23 familiar with the arts and culture of the Host Community; and

1 e. an individual appointed by St. Louis Development Corporation.

2 (o) “Local Source Hiring Program” means a program implementing a written  
3 agreement between the Developer, the City of St. Louis, and the St. Louis Agency on  
4 Training and Employment that, to the extent consistent with federal and state law,  
5 includes provisions to promote the hiring, training, and employability of residents in the  
6 City of St. Louis and people employed within the Host Community before the  
7 Development. Any such program shall include opportunities for residents of the City of  
8 St. Louis and people employed with the Host Community before the Development to be  
9 employed in the construction of the Development and to be employed in connection with  
10 the Development after construction has completed.

11 (p) “High Impact Development Project” means any development project that is  
12 reasonably expected to produce a significant impact on human health or the  
13 environmental in the Host Community because of the nature of the Development, the  
14 Host Community, or some other factor. SLDC shall submit its recommendation  
15 regarding whether any Development should be considered a High Impact Development  
16 Project to the Board of Aldermen. The Board of Aldermen, in its sole discretion, shall  
17 determine whether a project is a High Impact Development Project as set forth in Section  
18 Three of this Ordinance.

19 (q) “Host Community” means all people who reside, own property, or are  
20 employed within any Census Tract where the Development is physically located and may  
21 include people who reside, own property, or are employed within adjacent Census Tracts  
22 as may be determined by the Host Community Committee in accordance with this  
23 Ordinance. A Stable Host Community shall not be considered a Host Community.

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1 (r) "Host Community Committee" means the committee that negotiates the CBA.

2 (1) The Host Community Committee shall consist of, at minimum:

- 3 a. an individual(s) appointed by the neighborhood association in the  
4 neighborhood where the project is located, if established;
- 5 b. an appointee(s) of the Community Development Corporation  
6 representing the area where the project is located, if established;
- 7 c. an individual appointed by any business district(s) or association(s)  
8 where the project is located, if established;
- 9 d. the Alderman of the Ward where the project is located;
- 10 e. an individual(s) appointed by the Committee Facilitator that is affiliated  
11 with a non-profit organization that advocates for, is located in, or works  
12 in collaboration with the community where the project is located;
- 13 f. individuals from other City, ward, or neighborhood organizations  
14 chosen by the Facilitator to advocate for the needs of the Host  
15 Community; and
- 16 g. an individual appointed by St. Louis Development Corporation.

17 (2) No person who is employed by or an owner of the developer or the law firm  
18 representing the developer shall be a member of the Host Community  
19 Committee, or anyone in the immediate family of any such employee or  
20 owner.

21 (3) No person shall be a member of the Host Community Committee whose  
22 membership would otherwise be a conflict of interest or create the  
23 appearance of impropriety.

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1 (4) The Host Community Committee shall operate by majority vote of a  
2 quorum of committee members. A quorum shall consist of a majority of the  
3 appointed members to the Host Community Committee.

4 (5) All documents in the name of the Host Community Committee shall be  
5 executed by the Chair or, in the Chair's absence, an appointee of the Chair.

6 (s) "Inclusionary zoning" means market rate housing projects in Census Tracts with  
7 less than 20% poverty, based upon the most recent data from the US Census Bureau,  
8 where the developer designates a certain percentage of units for Affordable Housing  
9 based upon the following formula:

10 (1) 20% of Affordable units shall go to 30% or below of AMI;

11 (2) 30% of Affordable units shall go to Max AMI at 50%;

12 (3) 30% Affordable units shall go to Max AMI at 60%;

13 (4) 20% Affordable units shall go to Max AMI at 80%.

14 (t) "Projects" means a High Impact Development Project, a Tier 1 Project, or a  
15 Tier 2 Project.

16 (u) "Public Support for Investment" means:

17 (1) The City directly or indirectly transferring to the developer City-owned land  
18 parcels that have a cumulative fair market value of Three Hundred  
19 Thousand Dollars (\$300,000) or more (based upon an appraisal obtained by  
20 SLDC), without open bidding or sold for below the fair market value; or

21 (2) The City providing or approving tax abatements, TIFs, or grants for the  
22 benefit of the Developer cumulatively valued at Three Hundred Thousand  
23 Dollars (\$300,000) or more.

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1 (v) "RFP" shall mean the Request for Proposal process specified by City ordinance  
2 as modified to include a RFP committee as described herein;

3 (w) "SLATE" shall mean the St. Louis Agency on Training and Employment.

4 (x) "SLDC" shall mean the St. Louis Development Corporation.

5 (y) "Small business" shall mean a business with 50 or fewer full-time or part-time  
6 employees.

7 (z) "Stable Host Community" shall mean the area within the Census Tract where a  
8 High Impact Development Project, a Tier 1 Development Project, or a Tier 2  
9 Development Project is located and where twenty percent (20%) or less of the population  
10 within that Census Tract has a median income that is below the individual poverty rate  
11 calculated by the US Census Bureau.

12 (aa) "St. Louis Business" shall mean:

13 (1) A business where seventy-five percent (75%) or more of its employees  
14 work in or reside in the City of St. Louis;

15 (2) A business where a significant part of the business's leadership, including  
16 its Chief Executive Officer or equivalent, is housed in offices in the City of  
17 St. Louis; or

18 (3) A business where a majority of voting shares are owned by residents of the  
19 City of St. Louis.

20 (bb) "Tier 1 Development Project" means a development project in the City of St.  
21 Louis that SLDC estimates will require the developer to spend Fifteen Million Dollars  
22 (\$15,000,000) or more, including equity, debt, and incentives;

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1 (cc) “Tier 2 Development Project” means a development project in the City of St.  
2 Louis that SLDC estimates will require the developer to spend more than Three Million  
3 Dollars (\$3,000,000), but less than Fifteen Million Dollars (\$15,000,000), or a  
4 development project for which SLDC estimates that the developer will receive more than  
5 One Million Dollars (\$1,000,000) in public support.

6 (dd) Workforce Development” means a development project with tax incentives  
7 totaling more than \$1,000,000 in forgone revenue in the City of St. Louis shall require  
8 that 25 percent of all labor hours are to be performed by minorities and 5 percent of all  
9 contract labor hours are to be performed by women.

10 **SECTION THREE.** Providing Community Benefits; Community Benefits

11 Agreements; when required.

12 (a) Upon submission of a site plan for a Tier 1 Development Project to SLDC, the  
13 Developer shall notify SLDC if the Developer intends to seek Public Support for  
14 Investment in connection with the Development. SLDC shall then notify the Facilitator  
15 and the Alderman whose ward includes the Development.

16 (b) The first organizational meeting for purposes of forming the Host Community  
17 Committee shall be called by the Board of Aldermen Member or Members in whose  
18 ward(s) the Development is located. Except where other laws may require otherwise, the  
19 Facilitator shall notify the Host Community of the date, time, and place of a meeting to  
20 organize the Host Community Committee within twenty-one (21) days of the date of the  
21 SLDC notice informing the Facilitator of the proposed project, and the meeting shall be  
22 held within 28 days of the date of notice informing the Host Community of the proposed  
23 project. The meeting shall be publicized on the St. Louis City Website at least five (5)

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1 days before the meeting date. Other than hosting the meeting, Board of Aldermen  
2 Member(s) and other City employees or elected officials shall not be involved in forming  
3 the Host Community Committee or negotiating the Community Benefits Agreement. The  
4 Facilitator shall be responsible for ensuring the Host Community Committee's  
5 compliance with the Sunshine Law, if applicable, and, if necessary, shall have the  
6 assistance of the City Counselor's Office in said compliance.

7 (c) The Host Community Committee shall be responsible for holding a minimum of  
8 two (2) public meetings about the proposed development. The first meeting shall be to  
9 notify the public and receive input on community benefits for the development prior to  
10 negotiations with the developer. The second meeting shall be to receive feedback on the  
11 agreed upon community benefits agreement before it is sent to the Board of Aldermen.

12 (d) The following standards and requirements shall apply to providing Community  
13 Benefits as a condition of receiving Public Support for Investment:

14 (1) Tier 1 Development Project.

15 a. The Developer of any Tier 1 Development Project who seeks Public  
16 Support for Investment shall enter a legally enforceable Community  
17 Benefits Agreement with the Host Community Committee.

18 b. The Community Benefits Agreement shall provide for Community  
19 Benefits as negotiated by the parties, and shall specifically address each  
20 of the following:

21 (1) targeted benefits or appropriately negotiated employment  
22 opportunities, including meeting minimum workforce development  
23 requirements;

- 1 (2) Inclusionary Zoning;
- 2 (3) quality of life or environmental mitigations such as lead abatement,
- 3 Brownfield Cleanup or adherence to the St. Louis City
- 4 Sustainability Plan.
- 5 (4) neighborhood improvements, infrastructure, and amenities, and
- 6 (5) community representation for the benefit of the Host Community
- 7 in the development and post-development processes.

Deleted: .

8 (2) The Developer shall include a copy of the executed Community Benefits

9 Agreement with the request for Board of Aldermen approval for the Public

10 Support for Investment. The failure to include such a copy shall result in

11 denial of approval for any Public Support for Investment.

12 (e) Tier 2 Development Project. The Developer of any Tier 2 Development

13 Project who seeks Public Support for Investment shall execute a Community Benefits

14 Agreement with the Host Community Committee except as provided herein.

15 (1) If no Community Benefits Agreement is executed after a good faith attempt

16 by the Developer, the developer shall adopt and implement a Local Source

17 Hiring Program and contribution of no less than 1% of the Development

18 Project costs to the Community Benefits Fund, the terms of which shall be

19 included in the Development Agreement.

20 (2) The Developer shall include a copy of the executed Community Benefits

21 Agreement or the terms of the First Choice Hiring Program and

22 Contribution to the Community Benefits Fund with the request for Board of

23 Aldermen approval for the Public Support for Investment. The failure to

1 include such a copy shall result in denial of approval for any Public Support  
2 for Investment.

3 (f) High Impact Development Project.

4 (1) The Developer of any High Impact Development Project who seeks Public  
5 Support for Investment shall enter a Community Benefits Agreement.

6 (2) Determination of whether a project is a High Impact Development Project  
7 shall be made by a finding of the Board of Aldermen expressed in a  
8 resolution, after a public hearing requested by a resident of the Host  
9 Community and duly noticed and conducted for the purpose of ascertaining  
10 whether the project meets the definition of a High Impact Development  
11 Project. The Board of Aldermen may call on the assistance of the St. Louis  
12 Planning Commission, the Planning and Urban Design Agency, and other  
13 resources to assist in its determination.

14 (3) In its resolution classifying that the development is a High Impact  
15 Development Project, the Board of Aldermen shall provide whether the  
16 project shall be treated as a Tier I or Tier 2 development project.

17 (4) The Developer and residents of the Host Community shall be entitled to  
18 speak at the public hearing.

19 **SECTION FOUR.** Community Benefits.

20 The following is a non-exclusive list of examples of Community Benefits that  
21 may be considered on a voluntary basis for inclusion in a Community Benefits  
22 Agreement, or in a Development Agreement:

23 (a) Education, such as:

- 1 (1) Hold Harmless the St. Louis Public School system through paying the
- 2 school district portion of abated taxes,
- 3 (2) Creation of an education fund to support the City's high schools,
- 4 community colleges, and other educational programs.
- 5 (3) Adult education programs operated by qualified administration or an
- 6 administrative collaboration comprised of organizations that benefit
- 7 residents of the Host Community.
- 8 (4) Actively supporting educational activities that provide employment
- 9 opportunities for residents of the Host Community.
- 10 (5) Providing annual Contractor readiness training for St. Louis Businesses.
- 11 (6) Hosting annual Contractor information and networking sessions about
- 12 upcoming contracting opportunities in the City of St. Louis.
- 13 (7) Providing program materials, training and support for St. Louis Public
- 14 Schools or other educational institutions in the Host Community.
- 15 (8) Providing employment and career mentoring opportunities for youths who
- 16 reside in the Host Community.
- 17 (b) Land Use Programs, such as:
- 18 (1) Actively promoting City real estate and investment opportunities in the
- 19 Host Community through appropriate real estate investment agencies or
- 20 entities;
- 21 (2) Providing additional recreational activities, parks, educational services,
- 22 environmental amenities, housing capacity or other benefits in the Host
- 23 Community;

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- 1 (3) Providing funds for demolition, stabilization, or rehabilitation of abandoned  
2 homes or other structures in the Host Community;
- 3 (4) Small Business Inclusion and Participation, such as:
- 4 a. Targeted outreach within the Host Community for St. Louis-based  
5 small businesses, minority-owned business enterprises, women-owned  
6 business enterprises and relevant business organizations and chambers;
- 7 b. Inclusion of a Small Businesses, minority-owned business enterprises,  
8 women-owned business enterprises and relevant business organizations  
9 in pre-bid meetings and conferences with advance notice;
- 10 c. Hosting annual procurement, contracting and hiring forums with  
11 information and networking sessions about upcoming procurement,  
12 contracting and hiring opportunities with the procurement department  
13 and other appropriate departments and agencies in the City of St. Louis;
- 14 d. Meeting with small businesses, minority-owned business enterprises,  
15 women-owned business enterprises and relevant business organizations  
16 to train, develop and prepare for potential contractual opportunities;
- 17 e. Unbundling of construction work into bid sizes that will allow Small  
18 Businesses level competition, without restricting the project timelines.
- 19 f. Assistance with access to bonding, lending, insurance, access to capital,  
20 procurement and other types of capacity-related assistance where  
21 necessary and available;
- 22 g. Development of a small business incubator space within the Host  
23 Community;

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- 1           h. implementation of the Local Source Hiring Program;
- 2           (5) A community needs assessment regarding the Host Community at the
- 3           developer's expense;
- 4           (6) Expansion of city services such as trash pick-up and grass cutting;
- 5           (7) An environmental and/or public health assessment of the impacts of the
- 6           proposed development at the developer's expense;
- 7           (8) Affordable and accessible housing;
- 8           (9) Inclusionary zoning;
- 9           (10) Wheelchair accessible;
- 10          (11) Accommodations for families with five or more members; and/or
- 11          (12) Affordable home ownership opportunities.

12          (c) Provisions that require periodic reporting, the frequency to be determined by the

13 parties, of activities and ongoing monitoring of compliance by the parties throughout the

14 course of the project and published on the City of St. Louis website on an annual basis.

15          (d) Provisions that require the parties to periodically meet and confer, the frequency

16 to be determined by the parties, and disclose the parties' activities and the status of

17 compliance to the Host Community residents, and that require periodic public meetings

18 with the opportunity for input and comments by Host Community stakeholders.

19           **SECTION FIVE.**   Establishment of a Community Benefits Fund

20          (a) The Comptroller shall establish a Community Benefits Fund. Developments in

21 a Stable Host Community shall contribute to a Community Benefits Fund as part of a

22 Community Benefits Agreement. The Developer of any Development in a Census Tract

1 with less than 20% poverty as measured by the US Census Bureau shall contribute to the  
2 Community Benefits Fund in the following ways:

3 (1) The Developer shall make a payment of 1% of the maximum amount of TIF  
4 Notes allowed to be issued by the City pursuant to the Development  
5 Agreement, which shall be paid within ten (10) days of executing the  
6 Development Agreement;

7 (2) The Board of Alderman shall cap all tax abatements at 75% in Stable Host  
8 Communities

9 (b) The City shall spend the Community Benefits Fund in the following ways in  
10 Census tracts that are 34.5% or more poverty as measured by the US Census Bureau:

11 (1) for the operations, development, and planning of Community Development  
12 Corporations,

13 (2) funding for organizations promoting the implementation of this Ordinance,

14 (3) the maintenance and operations for community recreation centers,

15 (4) supporting the demolition, stabilization, or rehabilitation of abandoned  
16 homes or other structures;

17 (c) The Mayor shall appoint a Community Benefits Fund Committee to oversee the  
18 allocation of the revenue generated into the Community Benefits Fund.

19 (1) The Community Benefits Fund Committee shall consist of no more than  
20 nine people and no less than seven people, and at least 50 percent of the  
21 Community Benefits Fund Committee members shall reside in Census  
22 Tracts with more than 34.5% poverty. The Committee Benefits Fund  
23 Committee shall include, at minimum:

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- 1 a. representatives of fair housing organization that seeks to prevent
- 2 housing discrimination on the basis of race, color, nationality, religion,
- 3 gender, disability or familial status;
- 4 b. a representative of an organization responsible for the
- 5 recommendations of the Ferguson Commission;
- 6 c. an individual appointed by the Regional Arts Commission;
- 7 d. an individual appointed by the St. Louis Association of Community
- 8 Organizations; and
- 9 e. an individual appointed by St. Louis Development Corporation.

10 (2) The Community Benefits Fund Committee shall hold no less than four  
11 public hearings in census tracts with more than 34.5% poverty as  
12 determined by the US Census Bureau to determine funding priorities on an  
13 annual basis.

14 **SECTION SIX.** Remedies in Community Development Agreements.

15 Specified remedies for violation of the Community Benefits Agreement, which  
16 unless otherwise agreed to by the parties, may include, without limitation specific  
17 performance, liquidated damages, clawbacks, or revocation or withdrawal of tax  
18 abatement and public subsidies. The above examples shall be specifically set forth as  
19 potential remedies in any Community Benefits Agreement.

20 **SECTION SEVEN.** Exemptions.

21 (a) The developer for a Tier 2 project may request from the Board of Aldermen a  
22 resolution exempting it from the requirement of entering a Community Benefits  
23 Agreement by demonstrating that the Developer and the Host Community Committee

1 have engaged in good faith negotiations for more than 180 days but negotiations have  
2 reached an intractable impasse;

3 (b) To request an exemption, the Developer shall

4 (1) Provide to the Board of Aldermen in writing the basis of its request,

5 (2) State with particularity the efforts made by the developer to engage the Host  
6 Community and the efforts to reach accord on a Community Benefits  
7 Agreement, and

8 (3) Document how the Developer will seek to implement the purpose of this  
9 Ordinance to provide Community Benefits.

10 (c) Within 30 days of the request for exemption from the Developer, the Facilitator  
11 shall submit to the clerk of the Board of Aldermen a written report for the reasons that  
12 negotiations reached in intractable impasse.

13 **SECTION EIGHT.** City as Third-Party Beneficiary to Development  
14 Agreement.

15 A Community Benefits Agreement under this Section shall include a provision  
16 that the City is an intended Third Party Beneficiary and as such the City shall enforce the  
17 Community Benefits Agreement. Any Development Agreement shall not preclude,  
18 prevent, or otherwise limit the Host Community Committee or any member thereof from  
19 having standing to enforce a Community Benefits Agreement. This subsection shall not  
20 be interpreted to change, alter, or diminish the legal and equitable duties, rights, and  
21 remedies of the parties to the Community Benefits Agreement.

22 **SECTION NINE.** Penalties for Noncompliance and Enforcement.

23 The provisions of this Ordinance are prescriptive in nature, and are set forth as

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1 required conditions to request, provision, and receipt of Public Support for Investment for  
2 Tier 1 Development Projects, Tier 2 Development Projects, and High Impact  
3 Development Projects. Material failure to comply with the provisions of this Ordinance  
4 may result in denial, suspension, terminate, and revocation, or withdrawal of Public  
5 Support for Investment. Except when obtained through substantial and material  
6 misrepresentation or fraud, an ordinance or a resolution of the Board of Aldermen  
7 approving the Public Support for Investment shall be evidence of compliance with the  
8 provisions of this Ordinance, and thereafter remedies shall be limited to enforcement of  
9 the Community Benefits Agreement and/or Development Agreement.

10 **SECTION TEN.** Severability Clause.

11 The provisions of this Ordinance shall be severable. In the event that any  
12 provision of this Ordinance is found by a court of competent jurisdiction to be  
13 unconstitutional, the remaining provisions of this Ordinance are valid unless the court  
14 finds the valid provisions of this Ordinance are so essentially and inseparably connected  
15 with, and so dependent upon, the void provision that it cannot be presumed that the Board  
16 of Aldermen would have enacted the valid provisions without the void ones or unless the  
17 Court finds that the valid provisions, standing alone, are incomplete and incapable of  
18 being executed in accordance with the legislative intent.