

**AGENDA**  
**GRANT REVIEW COMMITTEE OF THE**  
**CITY COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI**  
**Thursday, February 14, 2019 – 12:30 p.m.**  
**Conference Room A – 4<sup>th</sup> Floor, 200 North Second Street - St. Charles, Missouri**

**Committee Members**

Mary West, Chairperson  
Dave Beckering  
Tom Besselman  
John Hanneke

1. Roll Call
2. Discussion Relative to if Recipient does not Submit the Documentation Outlined in the Rules Recipient Shall Return All Funds Received and Shall be Debarred from Future Grant Funding Programs

**CLOSED SESSION**, if requested, relative to:

- A. Legal actions, causes of action, or litigation (RSMo 610.021.1)
- B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration therefor (RSMo 610.021.2)
- C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded (RSMo 610.021.3)
- D. Preparation, including any discussions or work product, on behalf of the Council or its representatives for negotiations with employee groups (RSMo 610.021.9)
- E. Sealed proposals and related documents or any documents related to a negotiated contract (RSMo 610.021.12)

cc: Mayor Sally A. Faith  
Councilmembers  
Larry Dobrosky, Director of Administration  
Michael Valenti, City Attorney

*The City of St. Charles, Missouri, fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, please call the City Clerk's Office at (636)949-3282 or visit City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.*

*Posted: Monday, February 11, 2019- 5:00 p.m.*

**RCA FORM (OFFICE USE ONLY)**

**Request for Council  
Action**

MEETING/DATE: 2/14/19  
Regular  Special  Work Session   
Grant Review Committee  
ATTACHMENT: YES  NO

**Description:** Discussion Relative to if Recipient does not Submit the Documentation Outlined in the Rules Recipient Shall Return All Funds Received and Shall be Debarred from Future Grant Funding Programs

---

**Summary:**

Attached are suggested language changes/additions to the Grant Rules and Funding Agreement.

Form of Motion: I move to approve the language as presented by staff

By: Sandy Minter, Deputy City Clerk

Date: 2/11/19

## 2019 FUNDING AGREEMENT

This FUNDING AGREEMENT (hereinafter, "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Saint Charles, Missouri (hereinafter, the "CITY") and \_\_\_\_\_ (hereinafter, "RECIPIENT").

### RECITALS:

The following Recitals are an integral part of this Contract:

WHEREAS, the CITY has established a program whereby organizations can apply for funds for the Promotion of the Public Health, Safety and General Welfare of CITY residents; and

WHEREAS, RECIPIENT has submitted an application, attached hereto as Exhibit A, to receive funding from the program; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are re-alleged and incorporated herein by reference, the agreements, promises, and covenants herein and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties to this Contract hereby agree as follows:

1. RECIPIENT shall utilize the funds in accordance with the submitted application attached hereto as Exhibit A, and incorporated herein by this reference.
2. It is hereby further agreed that funding shall not exceed **Eight Thousand Dollars (\$8,000.00)**. The CITY shall disburse Fifty Percent (50%) of the funds upon execution of the contract and shall disburse the remaining Fifty Percent (50%) upon receipt of documentation as outlined in Section 3 below.
3. RECIPIENT shall provide the CITY, by November 1, 2019, a complete accounting of income and expenses, along with all receipts and invoices for money actually spent pursuant to this contract. Upon submission of the receipts and invoices, CITY shall disburse the remaining Fifty Percent (50%) of funds.
4. If RECIPIENT does not deliver all receipts and invoices for money actually spent by November 1, 2019, then RECIPIENT shall by no later than November 30, 2019 pay to the City \$XXXXX, and shall be debarred from future grant funding programs.
5. RECIPIENT is an independent contractor and nothing contained herein shall constitute or designate RECIPIENT or any of its agents or employees as employees of the CITY.
6. RECIPIENT agrees in the performance of this Contract that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.
7. RECIPIENT shall comply with CITY Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

**2019 FUNDING AGREEMENT**

- 8. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri for all purposes and intents. Venue shall be vested in courts of appropriate jurisdiction in St. Charles County, Missouri.
- 9. This Contract may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. Facsimile and electronic mail signatures are deemed to be an original signature.
- 10. This Agreement contains the entire agreement between the parties and any executory agreement made before or hereafter shall be ineffective to change, modify or discharge it in whole or in part, unless such executory agreement is in writing and signed by the part against whom enforcement of the change, modification or discharge is sought.
- 11. RECIPIENT acknowledges award of this CITY Contract requires compliance with Section 208.009 RSMo. which requires RECIPIENT to provide CITY with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the CITY awarding RECIPIENT with this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

CITY OF SAINT CHARLES, MISSOURI:

\_\_\_\_\_  
 Date  
 By: \_\_\_\_\_  
 (Print Name & Title)

\_\_\_\_\_  
 By: Sally A. Faith, Mayor  
 Date

Corporate Attest:  
 \_\_\_\_\_  
 Date

Attest:  
 \_\_\_\_\_  
 City Clerk  
 Date

**CERTIFICATE OF DIRECTOR OF FINANCE:**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

\_\_\_\_\_  
 Director of Finance  
 Date

**City of St. Charles, Missouri**  
**RULES GOVERNING GRANTS FOR THE PROMOTION OF THE PUBLIC HEALTH,  
SAFETY AND GENERAL WELFARE OF CITY RESIDENTS**

The purpose of the City Council Grants for the Promotion of the Public Health, Safety, and General Welfare of City Residents is to enhance the quality of life in our community. To insure that grants are properly awarded, the following guidelines are hereby adopted by the City Council of the City of St. Charles:

1. Only not-for-profit organizations may apply for grant monies. No money may be given to individuals. If the applicant plans multiple events during the fiscal year, one application explaining all events is sufficient.
2. The application shall include an explanation of the public purpose of the grant and how it benefits the citizens of St. Charles.  
**Definition of Public Purpose:** *Generally, a public purpose has for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of all, or at least a substantial part of, the inhabitants or residents.* (McQuillin, The Law of Municipal Corporations)
3. Grants will require a contract between the organization and the City, after approval of the City Council.
4. An itemized budget must be submitted with the grant application. The City prefers that not more than 50% of the organization's total budget be funded from a Council Grant. In-kind contributions may be counted toward the group's share of the budget. Grants allocated from separate tax supported funds of the City shall be listed on the application.
5. The City shall disburse fifty percent (50%) of the funds upon execution of the contract and the remaining fifty percent (50%) upon receipt of a final accounting report.
  - Grant recipients must attend a City Council Meeting in order to receive the initial 50% of the grant funding and to allow the recipient to provide information to the public about the program, activity or events.
  - ~~A final accounting report is required by November 1<sup>st</sup>. The accounting report must document how the funds were expended, and must include all receipts and invoices for money spent, pursuant to the contract.~~
  - If recipient does not deliver all receipts and invoices for money actually spent by November 1 then recipient shall by no later than November 30 pay the City the initial 50%, and shall be debarred from future grant programs.
  - The City requires receipts or original dated invoices detailing costs incurred and the amounts paid to substantiate a request for disbursement. Where a receipt or invoice is unavailable, a cancelled check payable to the vendor may substantiate that an invoice has been paid and that disbursement is warranted. Cancelled checks payable to "Cash" will not substantiate a request for reimbursement for expenses related to an event.
  - Any unused portion of the grant money shall be returned to the City with the final accounting report within sixty (60) days of the event.
6. Applications will be available on the City's Website and in the City Clerk's Office and must be submitted by March 30, 2019 for Calendar Year 2019.
7. Applicants should be aware that funding of special events, activities, and projects is not guaranteed by the application process. The City Council reserves the right to consider applications on their merits and to fund those, which in the opinion of a majority of the City Council, should receive assistance.
8. The City Council may take into consideration whether the group applying has other means of financing at its disposal. In the case of governmental or social service agencies supported by a dedicated tax of their own, grants will not be considered for normal operating expenses, but may be considered for special projects or new services which will directly benefit St. Charles City residents.

9. Grant awards will be presented at a City Council meeting in order to allow the grantee to provide information to the public about the program, activity, or event.

Underline text is inserted. ~~Struck through text is deleted.~~