

Bill No. 13888

Ordinance No. 24-120

Sponsors: Mark Hollander, Bill Otto, Mary West, Michael Flandermeyer, Michael Galba

AN ORDINANCE AUTHORIZING A GRANT AGREEMENT BY AND BETWEEN THE MISSOURI STATE COUNCIL ON THE ARTS, AN AGENCY OF THE STATE OF MISSOURI, AND THE CITY OF ST. CHARLES, MISSOURI, FOR A PROJECT ENTITLED "2024-2025 EXPRESS PROJECT GRANT PROGRAM" AT THE FOUNDRY ART CENTRE.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. A Grant Agreement by and between the Missouri State Council On The Arts, an agency of the State of Missouri, and the City of St. Charles, Missouri, for a Project entitled "2024-2025 Express Project Grant Program" at the Foundry Art Centre, which will provide partial funding for the Project up to a maximum of \$3,000, is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor and City Clerk are authorized to execute the agreement and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Sept. 3, 2024  
Date Passed

[Signature]  
Michael Galba, Presiding Officer

9-4-24  
Date Approved by Mayor

[Signature]  
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:  


Holly Magdian 9/26/2024  
for Michael P. Cullen, City Attorney Date

[Signature]  
City Clerk



# Notice of Signature Request

Attention: Elizabeth Phelps

Date Sent: 9/5/24

Department: CVB

Return By: ASAP

File Number: DDD 24-12D

Company/Organization: MO Council on the Arts

Topic: See attached

Original Contracts are attached which requires the signature of one or more individuals. Please acquire the necessary signatures, date and return one original marked "City Copy" to the City Clerk's Office. Thank you.



ORD 24-120  
CITY COPY

## GRANT AGREEMENT \$5,000 AND UNDER

Grant Number: 2025-5366

This Grant Agreement, entered into this 1st day of July, 2024, between the MISSOURI STATE COUNCIL ON THE ARTS, an agency of the State of Missouri, (the "Council"), and City of St. Charles (Tourism / CVB / Foundry Art Centre) Foundry Art Centre, (the "Grantee").

**WHEREAS**, pursuant to Section 185.050, RSMo, the Council may award grants to organizations to stimulate the growth, development, and appreciation of the arts in Missouri.

**WHEREAS**, Grantee has submitted its proposal online to the Council for a project entitled "2024-2025 Express Project Grant Program," (the "Project"); and

**WHEREAS**, the Council has authorized funds to be reserved in an amount stated in Section 3 of this Grant Agreement for the performance of the Project.

**NOW, THEREFORE**, the Council and Grantee do mutually agree as follows:

1. Grantee agrees, for the consideration hereinafter set forth, to provide the necessary personnel, facilities, supplies, equipment, and related resources and skills to perform and accomplish the Project in accordance with the Project Proposal.
2. Grantee shall perform all work necessary to complete the Project between the date of this Agreement and June 30, 2025 (the "Project Period") and in accordance with the schedule contained in the Project Proposal.
3. The Council agrees to provide funding for the Project, up to a maximum of **\$3,000**, conditioned upon the terms of this Grant Agreement, including, but not limited to, the following:
  - a. The successful completion of the Project in accordance with the Project Proposal;
  - b. Grantee understands and agrees that the grant amount set forth herein may be reduced unilaterally by the Council and the State of Missouri due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to MO. Const. Art. IV §27. Grantee further understands and agrees that neither the Council nor the State of Missouri shall be liable for any costs associated with termination caused by lack of funds, appropriations or withholdings.
4. Grantee agrees that funding provided by this Grant Agreement shall not be used to pay for any current or future debts or deficits of the Grantee.
5. Grantee agrees that it will acknowledge the public support of their project by displaying the MAC logo and the following credit line where feasible, in a prominent location and size: "**FINANCIAL ASSISTANCE FOR THIS PROJECT HAS BEEN PROVIDED BY THE MISSOURI ARTS COUNCIL, A STATE AGENCY.**" This may include the website or other digital location (with link to MAC), advertising, printed material, slide projections, electronic media, posters, credits, public announcements, and press releases.
6. Grantee agrees that the State of Missouri's execution of this Grant Agreement is predicated, in part and

among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Project Proposal. Therefore, the Grantee agrees that no substitution of such specific individual(s) and/or personnel qualification(s) shall be made without the prior approval of the Council, which approval shall not be unreasonably withheld.

7. Grantee agrees to notify the Council in writing if, for any reason, the Grantee cannot perform all or part of the Project and therefore may be required to release all or a portion of the Council funding for the Project.
8. Grantee agrees that the Council may withhold payment of the funds awarded under this Grant Agreement until the Grantee has satisfied all requirements of this Grant Agreement and Grant Agreements previously entered into between this Grantee and the Council.
9. Grantee agrees that it will conform with the following conditions, if applicable: N/A
10. Grantee agrees that any changes in the approved Project Proposal, including, but not limited to, Project description, personnel, or schedule must be approved by the Council prior to the time the Project occurs.
11. The Council agrees to pay the Grantee based on the costs spent for the Project amount as stated in Section 3 of this Grant Agreement, as long as the Grantee submits valid invoices that match the Project Proposal.
12. Grantee agrees to invoice the Council for reimbursable Project costs as soon as the Grantee has completed the following:
  - a. Spent the money for the approved Council-funded project between July 1, 2024 and June 30, 2025.
  - b. Spent the matching funds, if required.
  - c. Ensure the signed Grant Agreement is on file with the Council.
  - d. For tax-exempt, nonprofit organizations: Be in good standing with the Missouri Secretary of State with current filings AND maintain tax-exempt status with the IRS with current Annual Returns (Form 990-N, 990EZ, or 990).
13. Grantee agrees that Council and governmental auditors and representatives shall have access to any and all of the Grantee's books, documents, papers, memoranda, and other records for the purpose of audit or examination of any information submitted to the Council, or contained in the Project Proposal, and/or the receipts and disbursements of the funds made available to Grantee from any source under this Grant. Grantee further agrees that costs to resolve or ameliorate any audit exception noted by governmental auditors or representatives shall not be reimbursed by the Council and shall be the sole responsibility of the Grantee. The Grantee agrees that it will maintain adequate records to substantiate all information reported for a period of no less than three (3) years from the end of the Project Period.
14. Grantee agrees that all funds received from the Council and expended by the Grantee under this Grant Agreement shall be held and used by the Grantee for the sole purpose of accomplishing the Project, and none of the funds so held or received shall be diverted to any other use or purpose.
15. Grantee agrees to abide by and comply with all applicable regulations and policies of the Council, as well as all other applicable state and federal laws, regulations, and executive orders. This Grant Agreement shall be construed in accordance with the laws of the State of Missouri. In any action between the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of (i) the state courts located in Cole County Missouri and, if jurisdiction is established, (ii) the United States District Court for the Western District of Missouri.
16. Grantee agrees that it will furnish a completed Final Report to the Council, as described in the Council Grant Requirements, no later than thirty (30) days after the completion of the Project, or by July 21, 2025, whichever occurs first.
17. Grantee agrees to comply with all civil rights and anti-discrimination laws, and further agrees not to

- discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
18. Grantee agrees to furnish a written notice to any labor union with which Grantee has a bargaining or other agreement, stating that Grantee does not discriminate in his employment practices on the basis of the categories stated in Section 17 of this Grant Agreement.
  19. Grantee agrees to state, in all solicitations and advertisements for employees placed by or on behalf of Grantee, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
  20. Grantee agrees to include the provisions of Section 17, 18, and 19 of this Grant Agreement in every subgrant entered into by the Grantee for the purpose of completing the Project as outlined in this Grant, such that these provisions as included in the subgrant will be binding upon the subgrantee.
  21. Grantee shall not knowingly employ any person who is an unauthorized alien and, to the extent applicable, shall comply with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
  22. Grantee understands that, pursuant to Section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under Sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates Section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of Section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
  23. Grantee understands that, pursuant to Section 285.530.5, RSMo, a Grantee or sub-grantee of any tier shall not be liable under Sections 285.525 to 285.550 when such Grantee or sub-grantee contracts with its direct sub-grantee who violates Section 285.530.1, if the contract binding the Grantee and sub-grantee affirmatively states that the direct sub-grantee is not knowingly in violation of Section 285.530.1 and shall not henceforth be in such violation and the Grantee or sub-grantee receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct sub-grantee's employees are lawfully present in the United States.
  24. Grantee understands that if it is found to have employed an unauthorized alien, Grantee may be subject to penalties pursuant to Sections 285.025 and 285.535, RSMo.
  25. Grantee hereby agrees that, upon request, it will grant access to the Grantee's property and furnish copies of any records that may be necessary for the administration of this Project or to assess compliance with any other statute, rule, or requirement.
  26. Grantee agrees that if it fails to comply with any of the terms and conditions of this Grant Agreement, such failure shall entitle the Council to a recapture of any Grant funds previously distributed by the Council to the Grantee. It shall be the sole discretion of the Council to determine whether the Grantee has failed to comply with the Grant Agreement and the amount of funds that shall be repaid.
  27. The parties mutually agree that either party may terminate this Grant without penalty by giving thirty (30) days advance written notice to the other party. Grantee may not submit any invoices for expenses incurred after submission or receipt of a notice of termination. The Council, in its sole discretion, may require the Grantee to return any Grant funds distributed to the Grantee prior to termination which were not used for Project purposes.
  28. This Grant may not be assigned by Grantee without the prior written approval of the Council.



All four lines below must be completed before pressing Finalize.

Signatures:



GRANTEE'S AUTHORIZING SIGNATURE\*

Daniel J. Borgmeyer

GRANTEE'S AUTHORIZING OFFICIALS NAME\*

Mayor, City of St. Charles

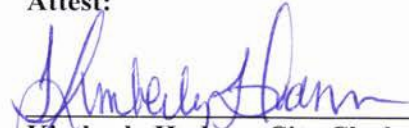
GRANTEE'S AUTHORIZING OFFICIALS TITLE\*

9-4-24

DATE\*



Attest:

  
Kimberly Hudson, City Clerk

EXECUTIVE DIRECTOR, MISSOURI STATE COUNCIL ON THE ARTS

DATE

STATE OF MISSOURI  
MISSOURI ARTS COUNCIL  
815 OLIVE STREET, SUITE 16  
ST. LOUIS, MO 63101-1503  
(314) 340-6845  
(866) 407-4752 TOLL FREE  
(800) 735-2966 TDD



Attest: \_\_\_\_\_



**RCA FORM (OFFICE USE ONLY)**

Bill # 13888

MEETING/DATE: 8/20/2024

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Mark Hollander, Bill Otto, Mary West  
Michael Flandermeyer, Michael Galta

**Description:**

AN ORDINANCE AUTHORIZING A GRANT AWARD AGREEMENT IN THE AMOUNT OF \$3,000 BETWEEN THE CITY OF ST. CHARLES AND THE MISSOURI ARTS COUNCIL (A STATE AGENCY)

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

This is a FY25 Missouri Arts Council Express Project Grant in the amount of \$3,000 for reimbursable expenses pertaining to the Missouri Ink Exhibition at the Foundry Art Centre.

**Budget Impact:** revenue generated (estimated cost, CIP item, etc.)

**Fiscal Impact:** N/A

**Account #:** 218-000-000-432-201

**Project #:** \_\_\_\_\_

RCA prepared by: ephelps Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]