

**AGENDA
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. TODD BANCROFT, CHAIR**

**MONDAY, JUNE 5, 2017
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote**
- 4. Administrative**
 - a. Video Gaming Statistics
- 5. Finance Department**
 - a. Presentation of a recommendation to approve the Visitors Cultural Commission Funding Allocations Schedule FY 17/18 in the amount of \$81,000.00 and other supporting documents.
 - b. Recommendation to Approve Funds Transfer Resolution Authorizing Budgeted Transfers in the Aggregate Amount of \$1,877.376.45 for Debt Service Payments and Miscellaneous Transfers.
 - c. Recommendation to Authorize the Finance Director of the City of St. Charles to Enter Into a Three-year Software Maintenance and Support Agreement with Infor (US) Inc. for Fiscal Years 2018, 2019, and 2020.
- 6. City Administrator**
 - a. Consideration to reactivate the St. Charles Senior Services Commission – Section 2.27 of the St. Charles City Code.
- 7. Executive Session**
 - Personnel – 5 ILCS 120/2(c)(1)
 - Pending Litigation – 5 ILCS 120/2(c)(11)
 - Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
 - Property Acquisition – 5 ILCS 120/2(c)(5)
 - Collective Bargaining – 5 ILCS 120/2(c)(2)
 - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
- 8. Additional Items from Mayor, Council, Staff, or Citizens.**
- 9. Adjournment**

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4a

Title: Video Gaming Statistics – Information Only

Presenter: Chief Keegan

Meeting: Government Operations Committee

Date: May 15, 2017

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

Latest statistics on video gaming of what businesses have been approved by the state and city staff of the St. Charles Police Department, pending applications into the state for approval, and September 2016 – April 2017 report for St. Charles Video Gaming Revenue as of May 15, 2017.

Attachments *(please list):*

Table – Video Gaming Establishments/Pending Applicants
Illinois Gaming Board Video Gaming Report – September 2016 – April 2017

Recommendation/Suggested Action *(briefly explain):*

None – For Information Only

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

St. Charles

September 2016 - April 2017

5/15/2017

12:42 pm

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution			
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share	
St. Charles	A'Salute' Inc.	160702452	5	\$950,616.60	\$881,302.29	\$69,314.31	\$265,628.00	\$196,313.69	\$69,314.31	\$20,794.67	\$17,328.91	\$3,465.76	
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$106,741.01	\$99,928.29	\$6,812.72	\$41,254.00	\$34,441.28	\$6,812.72	\$2,043.81	\$1,703.17	\$340.64	
St. Charles	Alley 64, INC.	160702383	5	\$2,492,187.90	\$2,292,222.52	\$199,965.38	\$922,600.00	\$722,560.37	\$200,039.63	\$60,012.23	\$50,010.20	\$10,002.03	
St. Charles	BK & MM VENTURES LLC	160702415	5	\$2,305,338.23	\$2,135,617.52	\$169,720.71	\$711,532.00	\$541,730.09	\$169,801.91	\$50,940.77	\$42,450.66	\$8,490.11	
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$147,209.09	\$130,004.79	\$17,204.30	\$43,135.00	\$25,930.70	\$17,204.30	\$5,161.42	\$4,301.19	\$860.23	
St. Charles	GOLREN ENTERPRISES, INC.	160703386	5	\$149,247.46	\$140,811.53	\$8,435.93	\$53,471.00	\$45,035.07	\$8,435.93	\$2,530.79	\$2,109.00	\$421.79	
St. Charles	KILLOUGH LLC	160702650	4	\$323,128.13	\$297,527.05	\$25,601.08	\$127,669.00	\$102,067.92	\$25,601.08	\$7,680.48	\$6,400.40	\$1,280.08	
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$224,877.79	\$205,583.14	\$19,294.65	\$69,558.00	\$50,263.35	\$19,294.65	\$5,788.48	\$4,823.73	\$964.75	
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$1,556,306.51	\$1,422,042.40	\$134,264.11	\$484,032.00	\$349,767.89	\$134,264.11	\$40,279.48	\$33,566.26	\$6,713.22	
St. Charles	Panman, LLC	160703257	5	\$20,167.79	\$17,246.68	\$2,921.11	\$8,129.00	\$5,207.89	\$2,921.11	\$876.43	\$730.36	\$146.07	
St. Charles	Riverside Pizza, Inc.	160702553	3	\$654,302.27	\$604,436.73	\$49,865.54	\$218,490.00	\$168,624.46	\$49,865.54	\$14,959.91	\$12,466.59	\$2,493.32	
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$298,360.77	\$279,334.84	\$19,025.93	\$97,550.00	\$78,523.97	\$19,026.03	\$5,707.88	\$4,756.56	\$951.32	
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$994,686.72	\$903,836.16	\$90,850.56	\$324,287.00	\$233,434.78	\$90,852.22	\$27,255.98	\$22,713.33	\$4,542.65	
REPORT TOTAL:			13 Establishments	59	\$10,223,170.27	\$9,409,893.94	\$813,276.33	\$3,367,335.00	\$2,553,901.46	\$813,433.54	\$244,032.33	\$203,360.36	\$40,671.97

Video Gaming Statistics as of March 31, 2017

Approved Establishments		
Name	# Machines	Address
A'Salute Lounge & Grill	5	2400 E Main Street, St. Charles
Alibi Bar & Grill Ltd.	5	12 N 3 rd Street, St. Charles – Machines Removed
Alley 64	5	212 W Main Street, St. Charles
Beehive Tavern & Grill	5	204 W Main Street, St. Charles CLOSED
Dawn's Beach Hut	2	8 N 3 rd Street, St. Charles
Kane County Rookies	5	1545 W Main Street, St. Charles
Riverside Pizza & Pub	3	102 E Main Street, St. Charles
St. Charles Moose	5	2250 W Rt. 38, St. Charles
The Evergreen Pub & Grill	5	1400 W Main Street, St. Charles
Gino's East	5	1590 E Main Street, St. Charles CLOSED
St. Charles Bowl	5	2520 W Main Street, St. Charles
Corfu Restaurant	5	2520 E Main Street, St. Charles

Pending Applicants		
Name	# Machines	Address
Alexander's Café 64 Inc.	?	W Main Street, St. Charles
Charleston on the Fox	?	1 W Illinois Street, St. Charles
Trattoria ZaZa	?	5 S 1 st Street, St. Charles
Spotted Fox Ale House	?	3615 E Main Street, St. Charles
Brown's Chicken	?	1910 Rt. 38, St. Charles

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5a

Title:

A Recommendation to Approve the Visitors Cultural Commission Funding Allocations Schedule FY17-18 and the Related Funding Agreements

Presenter:

Chris Minick, Finance Director
Dr. Anne Becker, Chair – Visitors Cultural Commission

Meeting: Government Operations Committee

Date: June 5, 2017

Proposed Cost: \$81,000

Budgeted Amount: \$81,000

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Annually, the City budgets funds to promote the arts and cultural events in the City from the proceeds of the hotel/motel tax. Groups supporting the arts and culture within the community submit funding requests for grants to support their programs on an annual basis. The Cultural Commission meets annually to hear presentations from these groups and recommend funding allocations based on those presentations and the programs identified for funding. The Cultural Commission heard those presentations May 10, 2017.

The FY 17-18 funding level also incorporates the 10% reduction in funding as directed by the City Council during the summer of 2015.

Attachments *(please list):****Cultural Commission Recommended Funding Allocations Schedule for FY 17-18*****Funding Agreements****Recommendation/Suggested Action** *(briefly explain):***A Motion to Recommend Approval of the Visitors Cultural Commission Funding Allocations Schedule FY 17-18 and the related Funding Agreements.**

**City of St Charles
Visitor's Cultural Commission
Recommended Funding Allocations
Fiscal Year 2017-2018**

Summary of Average Scores	Rating Criteria					Total	% of Total	Calculated Award	2017-18 Funding Requested	Final Award	2016-2017 Funding	2016-2017 Adjusted Funding
	Economic impact	Enhance Community Culture	Resident benefit	Enhance St. Charles Reputation								
Organization												
Fineline Creative Arts Center	5	8	5	6		24	10.7%	8,692	20,000	9,116	12,639	9,139
Fox Valley Concert Band	3	5	6	6		20	9.0%	7,323	15,000	5,478	6,848	6,848
Preservation Partners of Fox Valley	3	7	6	6		21	9.4%	7,645	9,200	7,838	9,221	9,221
St Charles Art Council	4	6	7	7		24	10.6%	8,611	18,000	12,903	16,848	13,348
Steel Beam Theater	7	6	6	6		25	11.0%	8,933	20,000	14,000	14,798	14,667
Norris Cultural Arts Center	4	5	5	5		19	8.5%	6,921	20,000	6,182	7,728	7,728
Sculpture in the Park	3	6	7	7		23	10.2%	8,249	7,500	5,982	6,647	6,647
St. Charles Singers	6	7	8	8		28	12.5%	10,140	15,000	14,500	12,861	12,861
Camp Kane	3	6	5	5		18	8.2%	6,680	2,500	1,500	-	-
Marquee Youth Stage	4	7	6	5		22	9.6%	7,806	20,000	3,500	-	-
TOTAL						224	100.0%	81,000	147,200	81,000	87,590	80,459

Funds to Allocate 81,000

Evaluation Instructions
Use the below scale and correlate the rating criteria to each organization.
1 = Remote
3 = Moderate
5 = Strong
7 = Direct
9 = Direct and strong

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, Camp Kane, an Illinois not-for-profit corporation, (hereinafter referred to as "the Camp,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Camp shall devote its exclusive energies to provide exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Camp, the City agrees to pay to the Camp, the amount of One Thousand Five Hundred dollars and no/100 cents (\$1,500.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Camp assists the City in obtaining shall be treated as a separate matter.

III. The Camp will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Camp is an independent contractor and has no authority to bind the City in any matter. The Camp further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Camp shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Camp will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Camp and not used or otherwise subject to pending contract requirements of the Camp shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

CAMP KANE

CITY OF ST. CHARLES

By _____
_____ President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the The Fine Line Creative Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Center shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Arts Center, the City agrees to pay to the Arts Center, the amount of Nine Thousand One Hundred and Sixteen dollars and no/100 cents (\$9,116.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Center assists the City in obtaining shall be treated as a separate matter.

III. The Arts Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Center is an independent contractor and has no authority to bind the City in any matter. The Arts Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Center and not used or otherwise subject to pending contract requirements of the Arts Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

THE FINE LINE CREATIVE ARTS CENTER

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Fox Valley Concert Band, an Illinois not-for-profit corporation, (hereinafter referred to as the "the Band,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Band shall devote its exclusive energies to provide volunteer adult community concert band entertainment in accordance with the presentation of St. Charles based artists.

II. In consideration of the foregoing services provided by the Band, the City agrees to pay to the Band, the amount of Five Thousand Four Hundred Seventy Eight dollars and no/100 cents (\$5,478.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Band assists the City in obtaining shall be treated as a separate matter.

III. The Band will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Band is an independent contractor and has no authority to bind the City in any matter. The Band further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Band shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Band will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Band and not used or otherwise subject to pending contract requirements of the Band shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

**FOX VALLEY
CONCERT BAND**

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, Marquee Youth Stage, an Illinois not-for-profit corporation, (hereinafter referred to as "MY Stage") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the MY Stage shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the MY Stage, the City agrees to pay to the MY Stage, the amount of Three Thousand Five Hundred dollars and no/100 cents (\$3,500.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the MY Stage assists the City in obtaining shall be treated as a separate matter.

III. The MY Stage will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The MY Stage is an independent contractor and has no authority to bind the City in any matter. The MY Stage further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The MY Stage shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The MY Stage will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the MY Stage and not used or otherwise subject to pending contract requirements of the MY Stage shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

MARQUEE YOUTH STAGE

CITY OF ST. CHARLES

By _____
_____ President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Preservation Partners of the Fox Valley, an Illinois not-for-profit corporation, (hereinafter referred to as "the Preservation Partners,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Preservation Partners shall devote its exclusive energies to promote a quality image of St. Charles by providing historic restoration services desired by the City.

II. In consideration of the foregoing services provided by the Preservation Partners, the City agrees to pay to the Preservation Partners, the amount of Seven Thousand Eight Hundred Thirty Eight dollars and no/100 cents (\$7,838.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Preservation Partners assists the City in obtaining shall be treated as a separate matter.

III. The Preservation Partners will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Preservation Partners is an independent contractor and has no authority to bind the City in any matter. The Preservation Partners further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Preservation Partners shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Preservation Partners will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Preservation Partners and not used or otherwise subject to pending contract requirements of the Preservation Partners shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

PRESERVATION PARTNERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Dellora A. Norris Cultural Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as the "Cultural Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Cultural Center shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Cultural Center, the City agrees to pay to the Cultural Center, the amount of Six Thousand One Hundred Eighty Two dollars and no/100 cents (\$6,182.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Cultural Center assists the City in obtaining shall be treated as a separate matter.

III. The Cultural Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Cultural Center is an independent contractor and has no authority to bind the City in any matter. The Cultural Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Cultural Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Cultural Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Cultural Center and not used or otherwise subject to pending contract requirements of the Cultural Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

DELLORA A. NORRIS
CULTURAL ARTS CENTER

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St Charles Parks Foundation, an Illinois not-for-profit corporation sponsoring the Sculpture in the Park event, (hereinafter referred to as "the Sculpture,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Sculpture shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Sculpture, the City agrees to pay to the Sculpture, the amount of Five Thousand Nine Hundred Eighty Two dollars and no/100 cents (\$5,982.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Sculpture assists the City in obtaining shall be treated as a separate matter.

III. The Sculpture will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Sculpture is an independent contractor and has no authority to bind the City in any matter. The Sculpture further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Sculpture shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Sculpture will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Sculpture and not used or otherwise subject to pending contract requirements of the Sculpture shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

ST CHARLES PARKS FOUNDATION

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Singers, an Illinois not-for-profit corporation, (hereinafter referred to as "the Singers,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Singers shall devote its exclusive energies to providing subscription series concerts and benefit concerts for worthy causes.

II. In consideration of the foregoing services provided by the Singers, the City agrees to pay to the Singers, the amount of Fourteen Thousand Five Hundred dollars and no/100 cents (\$14,500.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Singers assists the City in obtaining shall be treated as a separate matter.

III. The Singers will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Singers is an independent contractor and has no authority to bind the City in any matter. The Singers further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Singers shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Singers will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Singers and not used or otherwise subject to pending contract requirements of the Singers shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

ST. CHARLES SINGERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Steel Beam Theatre, an Illinois not-for-profit corporation, (hereinafter referred to as "the Theatre,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Theatre shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Theatre, the City agrees to pay to the Theatre, the amount of Fourteen Thousand dollars and no/100 cents (\$14,000.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Theatre assists the City in obtaining shall be treated as a separate matter.

III. The Theatre will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Theatre is an independent contractor and has no authority to bind the City in any matter. The Theatre further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Theatre shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Theatre will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Theatre and not used or otherwise subject to pending contract requirements of the Theatre shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

STEEL BEAM THEATRE

CITY OF ST. CHARLES

By _____
_____ President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Arts Council, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Council,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Council shall devote its exclusive energies to provide various art forms within the City of St. Charles.

II. In consideration of the foregoing services provided by the Arts Council, the City agrees to pay to the Arts Council, the amount of Twelve Thousand Nine Hundred Three dollars and no/100 cents (\$12,903.00) for the period beginning May 1, 2017 and ending April 30, 2018. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Council assists the City in obtaining shall be treated as a separate matter.

III. The Arts Council will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Council is an independent contractor and has no authority to bind the City in any matter. The Arts Council further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Council shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2018, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Council will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Council and not used or otherwise subject to pending contract requirements of the Arts Council shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2017.

ST. CHARLES ARTS COUNCIL

CITY OF ST. CHARLES

By _____
_____ President

Mayor



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5b

Title:

Approve Funds Transfer Resolutions authorizing budgeted transfers in the aggregate amount of \$1,877,376.45 for debt service payments and miscellaneous transfers

Presenter:

Christopher Minick

Meeting: Government Operations Committee

Date: June 5, 2017

Proposed Cost: \$

Budgeted Amount: \$1,877,376.45

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

During the fiscal year, interfund transfers are sometimes necessary to fund activities/transactions in other funds. Most City revenues are recorded into the General Fund and transfers are periodically made to fund debt service payments, subsidize the activities of other funds, or for a special use. Funds Transfer Requests:

Fiscal Year 16/17:

Transfer of funds from the General Fund to the Capital Projects Fund (513) for capital improvements and to the Electric Fund (200) for streetlight maintenance and Christmas decorating costs.

Attachments *(please list):*

Funds Transfer Resolution Sheet

Recommendation/Suggested Action *(briefly explain):* ***Motion to approve the Funds Transfer Resolutions.***

Funds Transfer Resolution

No. _____

BE IT RESOLVED that the Finance Director and City Treasurer of the City of St. Charles be and are hereby authorized to make the following transfers during FY 16/17 and as shown in the budget during that year:

<u>Amount</u>	<u>From Fund</u>	<u>To Fund</u>	<u>Purpose</u>
\$ 1,620,328.00	100-General Fund	513-Capital Projects Fund	For budgeted capital improvements
\$ 226,523.09	100-General Fund	200-Electric Fund	For streetlight maintenance costs
\$ 30,525.36	100-General Fund	200-Electric Fund	For Christmas decorating costs
TOTAL: \$1,877,376.45			

THIS IS TO CERTIFY THAT THE ABOVE TRANSFER RESOLUTION was adopted by the City Council of the City of St. Charles, Illinois, at the meeting held on the _____ day of _____, 2017.

Charles Amenta, City Clerk

(SEAL)



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5c

Title: Authorize the Finance Director of the City of St. Charles to Enter into a Three Year Software Maintenance and Support Agreement with Infor (US) Inc. for Fiscal Years 2018, 2019 and 2020.

Presenter: Chris Minick

Meeting: Government Operations Committee

Date: June 5, 2017

Proposed Cost:

\$ 146,536.73 (FY 17/18)
 \$ 150,932.83 (FY18/19)
\$ 155,460.82 (FY 19/20)
 \$ 452,930.38 Three Year Total

Budgeted Amount:

\$150,880 (FY 17/18)

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

Annual maintenance and support for the City’s Infor/Lawson ERP system is up for renewal as of May 1, 2017. Infor’s standard escalation for maintenance and support is 6% per year. Over the past month, staff has been working with Infor in an effort to contain these price increases. To that end, Infor has proposed a three year maintenance commitment that will reduce the annual increase from 6% to 3% over the term. This would result in a savings of approximately \$23,000 over the three year period. It should be noted that the three year commitment will not impede the City’s long term Enterprise Application Strategy as any potential change in ERP systems will be after the conclusion of the three year term.

The maintenance and support package covers all Infor/Lawson applications including Financials, HR/ Payroll, Inventory Control, Procurement and Fixed Assets; the Lawson Budgeting and Planning module; and a number of technology related applications and services. Infor, as the owner and developer of the software, is the sole provider of support for the software and applications. Benefits received under the maintenance and support package include: Infor Support Assistant, Software Updates and Patches, Critical Solution Notifications, Knowledge Base, Incident Management and access to Customer Communities. To give perspective on how City staff utilizes this support, from May 2016 to April 2017, City staff submitted 74 support incidents with Infor. In addition, almost 500 Knowledgebase articles were downloaded over the past 12 months.

Attachments *(please list):*

- Resolution
- Agreement
- Infor Support Plan Features (City utilizes Premium Support)

Recommendation/Suggested Action *(briefly explain):* Authorize the Finance Director of the City of St. Charles to Enter into a Three Year Maintenance and Software Support Agreement with Infor (US) Inc. for Fiscal Years 2018, 2019 and 2020.

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Finance Director of the City of St. Charles
to Enter Into a Three Year Software Maintenance and Support
Agreement with Infor (US) Inc. for Fiscal Years 2018, 2019 and 2020.**

**Presented & Passed by the
City Council on _____, 2017**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Finance Director, be and the same, is hereby authorized to enter into a three year software maintenance and support agreement with Infor (US) Inc. for Fiscal Years 2018, 2019 and 2020.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of June, 2017

PASSED by the City Council of the City of St. Charles, Illinois, this__day of June, 2017

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of June, 2017

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ADDENDUM

MULTIYEAR SUPPORT COMMITMENT

As it relates to the Component Systems specified herein, this Addendum is subject to the terms of the Software License Agreement between **Infor (US), Inc.** ("Infor") and **City of St. Charles** ("Licensee") with an effective date of August 16, 2010 (the "License Agreement"). As it relates to Support for the Component Systems, this Addendum is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is subject to a separate Support Agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Addendum are defined in the Agreement. In the event of a conflict, the terms of this Addendum control over the terms of the Agreement.

In the event the capitalized terms in this Addendum differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in an Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in an Agreement as Schedule, Supplement or Supplemental Schedule); "Annual Escalation Percentage Cap" means the maximum percentage increase in an annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

Effective date of the Addendum: (the "Addendum Date").

I. Component Systems: Previously licensed Component Systems for which Licensee is purchasing Support. No delivery necessary.

	Part # (if applicable)	Component System	User Restriction		Support Level*
1	S3F-ST301	Custom Suite 1	150	Concurrent Users	XTP
2	UPP-SMC	Smart Office	150	Named Users	XTP
3	UPP-LBI-LEG	Lawson Business Intelligence (Cpu)	2	CPU Cores	XTP
4	UPP-MOA	Microsoft Office Add Ins	999	Named Users	XTP
5	BPP-XMLT	Design Studio	1	Named Users	XTP
6	BPP-LSF	Lawson System Foundation	2	CPU Cores	XTP
7	BPP-PFI	ProcessFlow Integration	6	CPU Cores	XTP
8	S3S-EPP	Procurement Punchout	100	Named users	XTP
9	BPP-MVC	MF Visual COBOL for Windows Compiler (Test)	1	Named Users	XTP
10	BPP-MVX	MF COBOL Server Application Runtime – Windows (Test)	30	Concurrent Users	XTP
11	BPP-MVC	MF Visual COBOL for Windows Compiler (Prod)	1	Named Users	XTP
12	BPP-MVX	MF COBOL Server Application Runtime Windows (Prod)	150	Concurrent Users	XTP

*Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at <http://www.infor.com/support/about-support/>.

II. Support services

Total Support Fee: \$452,930.38

Annual Escalation Percentage Cap: During the Committed Term of Support, the Annual Escalation Percentage is 3%. Thereafter the Annual Escalation Percentage cap shall be 6% or the then-current year-over-year increase in the Consumer Price Index (CPI) whichever is the greater

Committed Term of Support: June 1, 2017 (“**Start date**”) to May 31, 2020

Support Commitment:

The Committed Term of Support specified herein is a binding term, and Licensee may not exercise any rights of non-renewal or cancellation for convenience so as to terminate Support prior to the end of such Committed Term of Support. If Licensee fails to pay Infor any portion of the Total Support Fee when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Total Support Fee, as increased by the Annual Escalation Percentage Cap, less any portion of the Total Support Fee previously paid (the “Damages”). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide Support, and the Licensee shall remain fully obligated to pay the Damages.

Other fees: n/a

Total Amount Due (before applicable taxes): \$452,930.38

Currency: USD

Payment Schedule:

\$146,536.73 (plus applicable taxes) is payable by
May 31, 2017

\$150,932.83 (plus applicable taxes) is payable by
May 1, 2018

\$155,460.82 (plus applicable taxes) is payable by
May 1, 2019

Contact name: Julie Herr

Contact Title: Assistant Director of
Finance

Contact Tel: 630-377-4914

Contact Email: jherr@stcharlesil.gov

Account ID: 1-5368-L

Invoice Address: City of St. Charles; 2 E.
Main Street; St. Charles. IL 60174-1984

THE PARTIES have executed this Addendum through the signatures of their respective authorized representatives.

Infor (US), Inc.

Licensee: City of St. Charles

Signature

Signature

Name:

Name: Christopher A. Minick

Title:

Title: Finance Director

Date:

Date:



Customer Benefits Statement

Prepared especially for:



**Infor customer since:
2010**



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Infor Customer Service Commitment



On behalf of everyone at Infor, I'd like to thank you for your business. We realize you have many options in the marketplace, so we appreciate the opportunity to help you reach your business goals.

At Infor, our primary goal is to provide our customers with the highest level of value in the industry by helping them:

- **Maintain** their current Infor solutions as efficiently and effectively as possible with services such as Xtreme support that focuses on high quality, responsive and proactive support
- **Modernize** their Infor footprint and providing customers the best opportunity to leverage the latest technology to run their business including Cloud solutions.
- **Maximize** their investment in Infor solutions by leveraging innovative services such as Value Engineering to help them identify gaps in key business metrics and create a plan to leverage their Infor solution to close those gaps.

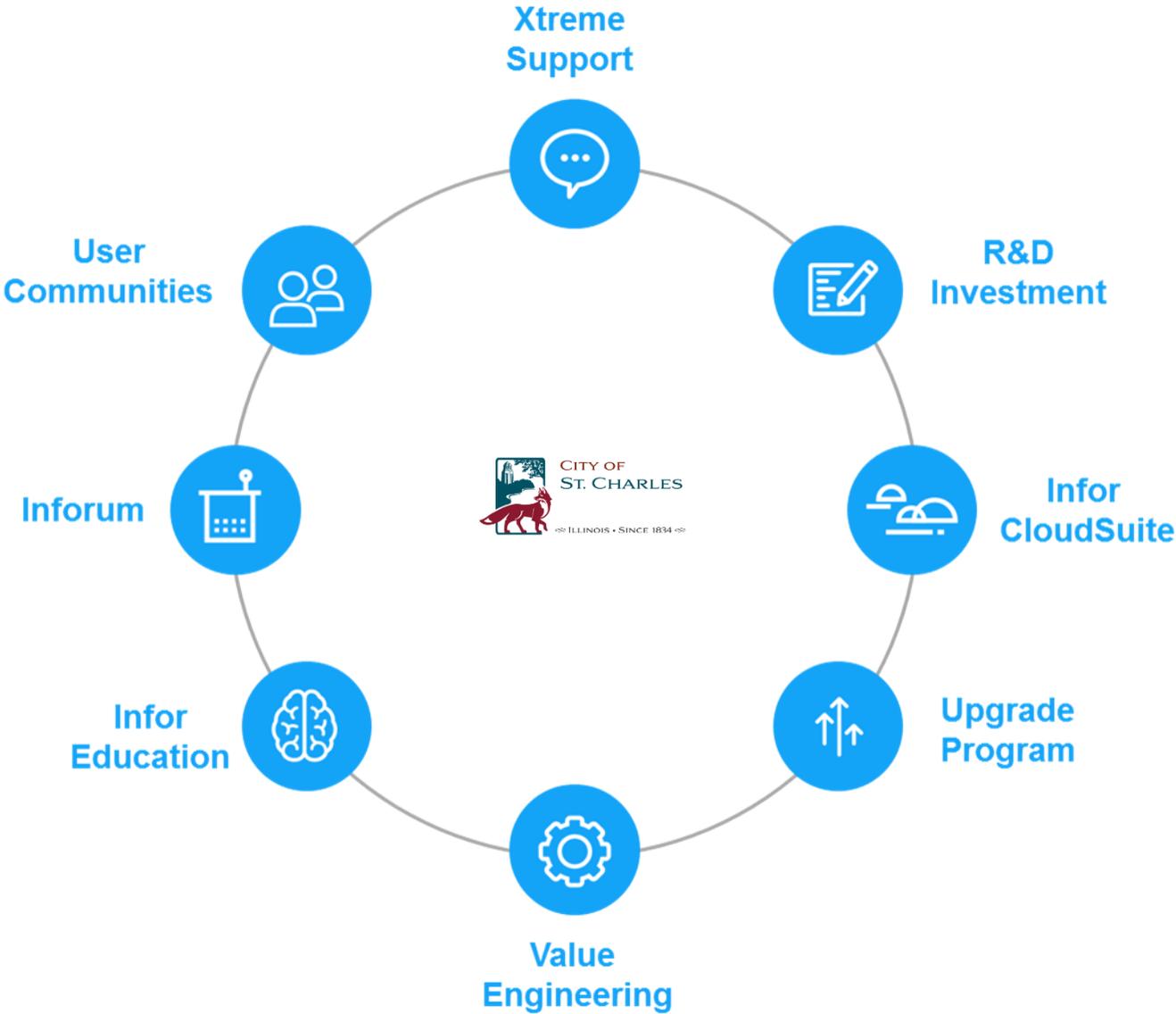
This guide will introduce you to the extensive resources that Infor has to offer, and will help you find important information quickly and easily in one location.

We look forward to building an ongoing relationship with you that brings continued success to your business.

Kind regards,

Mary Trick
Chief Customer Officer

Take advantage of all that Infor has to offer



At-A-Glance

	Xtreme Support	<p>You have options – Xtreme, Xtreme Premium and Xtreme Elite. Regardless of the plan you pick, you'll be backed by a global group of more than 1,600 support superstars all devoted to providing the most helpful and efficient support possible.</p>
	R&D Investment	<p>The cornerstone of our investment strategy is the continuous investment in our industry-leading products, tools, and services, which enables our customers to maximize the value they receive from their Infor solutions.</p>
	Infor CloudSuite	<p>Infor is committed to providing world class cloud solutions. Cloud deployment offers a host of benefits, such as lower total cost of ownership and the convenience of outsourcing maintenance, support, and upgrades.</p>
	Upgrade Programs	<p>Infor is committed to providing you with upgrade options that offer both choice and value, allowing you to get to the latest release of your solution quickly, cost-effectively, and with minimal business disruption.</p>
	Value Engineering	<p>Comprised of more than 40 management consultants and solution architects are dedicated to maximizing your benefit, the Infor Value Engineering team is here to help you map out the best path forward.</p>
	Infor Education	<p>Tap into Infor Education to master Infor products and make the most of your software investment. Equip your team with valuable training and skills that will foster smarter, faster decisions to increase productivity and reduce total cost of ownership.</p>
	Inforum	<p>Join us for three and a half days to focus on the future of enterprise software – and your business. You will have a choice of interacting with Infor experts, executives and 8,000+ customers offering 1,000+ breakout sessions.</p>
	Infor User Communities	<p>Maximize your Infor partnership by collaborating and networking with Infor users around the world, and share tips, tricks, and best practices.</p>



Xtreme Support

What is it?

Xtreme Support provides you access to the experts and tools to help keep your Infor systems running smoothly. With an intense focus on proactive support and responsiveness, Xtreme support provides Infor customers with industry-leading support with a choice of three plans:

- Xtreme
- Xtreme Premium
- Xtreme Elite

Incident management	Knowledge base	Infor Support Assistant
Quickly log, track, and monitor progress on incidents. Personalize your views and get analytics on incident history.	Easily access almost 1 billion articles and recorded briefings about hot topics, and more.	The Infor Support Assistant is a groundbreaking tool that's in tune with your Infor applications, so we can proactively help manage your issues and upgrades.

Why is it important?

- ✓ Proactive support that helps customers avoid costly issues or downtime
- ✓ Responsive support when you need it most
- ✓ Ability to leverage their Infor investment
- ✓ Benefit from industry best practices
- ✓ Stay current with the latest technology and functionality

Where can I learn more?

Click [here](#) to learn more about Xtreme Support



Infor Support plan features**

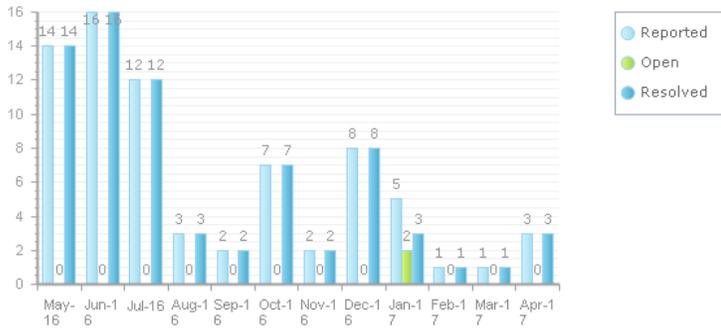
Feature categories	Features	Essential Support	Premium	Elite
Support	Unlimited Incidents	•	•	•
	Continuous online support	•	•	•
	Telephone access	•	•	•
	Remote access	•	•	•
	Dedicated Customer Success Manager			•
	Access to senior-level support and development resources			•
Responsiveness	Defined Incident response	•	•	•
	Priority Incident queuing	•	•	•
	Critical Incident support*	•	•	•
	Extended critical incident support*		•	•
	Priority plan queuing		•	•
Knowledge sharing	How-to assistance	•	•	•
	Customer communities	•	•	•
	Recorded briefings	•	•	•
	Interactive briefings		•	•
	Infor Education Incentives			•
Updates	Critical solution notification	•	•	•
	Component system updates and feature packs	•	•	•
	Component system patches and service packs	•	•	•
	Support activity reviews			•
	Early adopter program			•
Resource planning	Update planning assistance			•
	Special events support*			•

*Not available for some products.

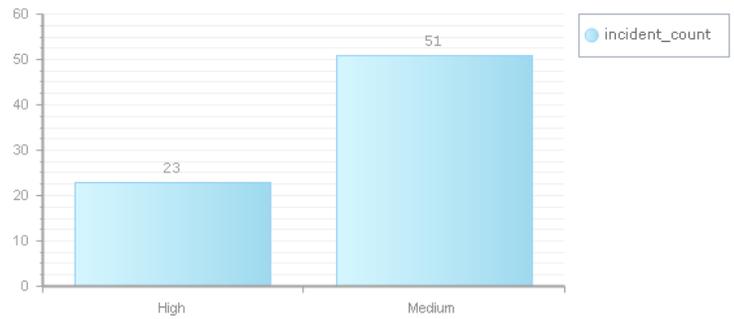
**The above Support explanations apply to all standard Support plans Infor currently offers in the normal course of its business. All Support features set forth above shall be provided in accordance with Infor's current policies and procedures.

Support Incidents submitted over the past 12 months

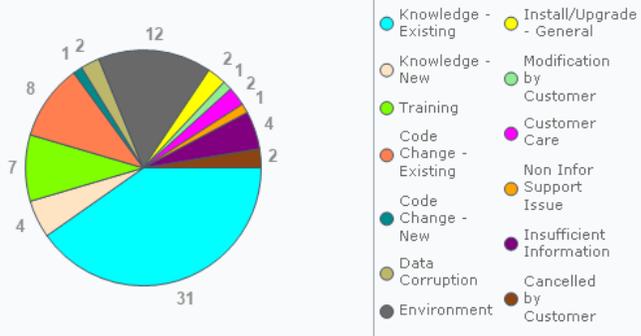
All Incidents by month - Reported, Open and Resolved



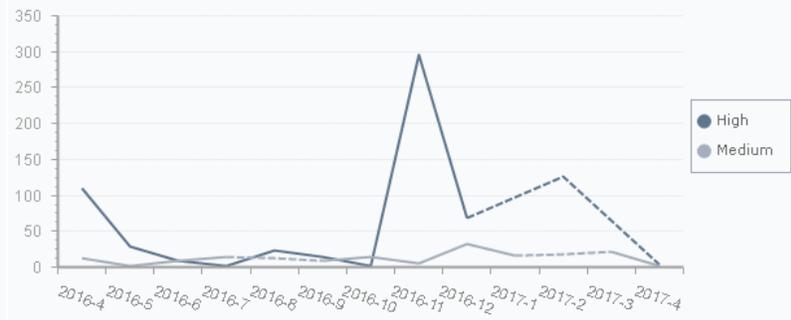
All Incidents By Severity



Incidents Resolved By Category

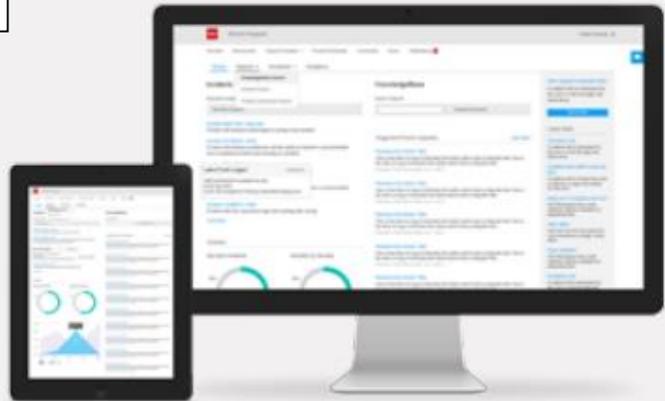


Average Days to Resolve By Severity
Average Days to Resolve: 21



Infor Xtreme Portal

8 users at City of St. Charles
downloaded **497**
Knowledgebase articles over
the past 12 months



Infor Xtreme Portal

This all-in-one hub gives you instant access to everything available through Xtreme Support.



Infor Support Assistant

The Infor Support Assistant is a groundbreaking tool that's in tune with your Infor applications, so we can proactively help manage your issues and upgrades.*



Software updates and patches

Stay current on the latest updates, patches, and more, with little to no downtime. These often include statutory and regulatory updates and issue corrections.



Critical solution notifications

Receive instant notifications when resolutions to critical issues are available*.



Web chat

Ask the Xtreme Team a quick question via web chat*.



Knowledge base

Easily access almost one million how-to articles, recorded briefings about hot topics, and more.



Incident management

Quickly log, track, and monitor progress on incidents. Personalize your views and get analytics on incident history.



Customer communities

Connect with peers who have the same product, environment configuration, or industry challenges.

*Not available for some products.



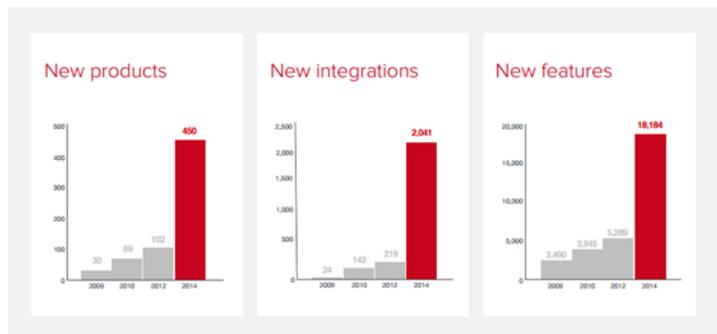
Research & Development Investment

What is it?

The cornerstone of our strategy is the continuous investment in our industry-leading products, tools and services, which enables our customers to maximize the value they receive from their Infor solutions.

Infor’s investment in R&D is directed to where our customers tell us it is most important. This collaborative process relies upon our customers’ involvement in the direction of future development:

- 80-90% of functional enhancements delivered in the last few years were consistently customer initiated
- Customers can now take advantage of our new Enhancement Request system
- Input from Advisory Groups enables us to continue delivering the market-leading solutions in our chosen segments



Why is it important?

- Ability to continually modernize your Infor solutions
- Continuous improvement in your business
- More value for your Infor maintenance investment
- Stay current with the latest functionality to ensure ongoing competitive advantage
- Allows you to focus on core competencies

Where can I learn more?

Click [here](#) to learn more about Infor’s Research and Development strategy



Infor records indicate that City of St. Charles is currently licensed on the following Infor solutions:

Infor Solution	Currently Installed	Current Release Available	Renewal Date*
HRM	10.0.6	11.0	5/31
Lawson S3	10.0.6	10.1.1	5/31



Infor Cloud Strategy

What is it?

Cloud technologies can offer your business a degree of agility and path to rapid growth that simply wasn't possible in the past. As the world's first industry cloud company Infor offers a comprehensive portfolio of solutions designed to help support a wide variety of industries and business areas. With Infor CloudSuite, you get guaranteed levels of server availability and system up-time that are both difficult and costly to replicate with internal resources. Leave the hardware, licenses, and upgrades to us.

Why is it important?

- Infor is investing in your future and a migration plan to get there
- Manage seasonal demand fluctuations for storage and computing needs paying only for what you need
- Reduce the complexity of your existing deployment landscape and decreases the burden of IT resources
- Keep your systems up-to date and more easily take advantage of innovative new technologies
- Manage growth and change effectively with a high degree of scalability

Where can I learn more?

Click [here](#) to learn more about Infor's CloudSuite strategy



Upgrade Programs

What is it?

Infor is committed to providing you with upgrade options that offer both choice and value, allowing you to get to the latest release of your solution quickly, cost-effectively, and with minimal business disruption. Customers current on Infor maintenance and support have the following options:

Move to the Cloud

There are many options available for different customer communities, such as migrating your current application to the cloud, deploying an industry CloudSuite, or using a combination of cloud and on-premise hosting.



Upgrade on premise

Many Infor customers are eligible to upgrade to the latest release of their solution as part of an Infor Support agreement. You'll benefit from the deeper functionality and beautiful new user experience that your latest release provides, have an opportunity to minimize customizations so your system is easier to support, and increase your ability to take advantage of complementary applications and innovative technologies.



Why is it important?

- You have a choice to modernize your Infor applications at your pace based on your business objectives
- When you do upgrade, Infor has a unique Transitional Support Program that helps to dramatically reduce the cost of upgrading by putting your maintenance dollars to work

Where can I learn more?

Click [here](#) to learn more about Infor upgrade options



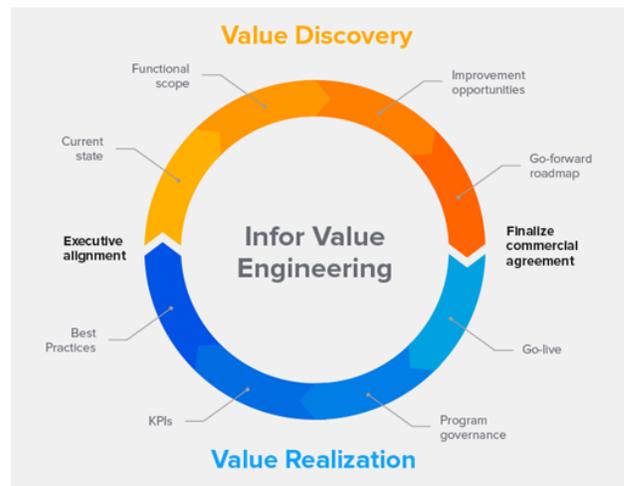
Value Engineering

What is it?

Integrated solutions accomplish long term and short term goals. To get the greatest effect from your Infor products and realize the greatest return on investment, your organization's most critical business drivers should be aligned with a sound technological strategy. Capabilities that bring the deepest value must be identified. Comprised of more than 40 management consultants and solution architects who are dedicated to maximizing your benefit, the Infor Value Engineering team is here to help you map out the best path forward.

Why is it important?

- Understand how your company compares with peer companies in the industry on your key business metrics
- Learn how to close the gaps to gain improvement in critical parts of your business
- Learn how to best leverage your Infor solutions to meet your current future business needs
- Maximize the ROI on your Infor solutions



Where can I learn more?

Click [here](#) to learn more about Infor Value Engineering



Infor Education

What is it?

You've invested in our solutions; empower your users and maximize your results. Training is the critical component needed to ensure you realize the full value of your investment and achieve unparalleled benefits for your business. Learning solutions are available for every stage of your product lifecycle with Infor, including new implementation, upgrading, or further advancement to your application. Our goal is to provide you with the right content, at the right level, at the right time.

Why is it important?

- Helps realize these benefits of Infor solutions to the greatest degree
- A well-trained team that is confident in its ability to use software will make better decisions, faster, driving higher productivity and minimizing support costs
- Reduced total cost of ownership by realizing full potential of Infor solutions

Where can I learn more?

Click [here](#) to learn more about Infor Education



Inforum

What is it?

It's been three exciting years since Infor moved its headquarters to New York's Silicon Alley. A few blocks west of our headquarters, the Javits Center will be home to Inforum 2016—where conference attendees will hear from enterprise thought leaders; preview new applications; test-drive emerging technologies; learn about noteworthy product enhancements; and enjoy live entertainment at a very special customer appreciation event.

Why is it important?

- Get first-hand updates on Infor's vision and strategy, select from a variety of education sessions and workshops
- Meet with Infor solution and support experts
- Engage with your peers
- Learn industry best practices

Where can I learn more?

Click [here](#) to learn more about Inforum 2016



Infor User Communities

What is it?

Maximize your Infor partnership by collaborating and networking with Infor users around the world, and share tips, tricks, and best practices. Infor user communities are independently led by our customers. In addition to collaboration, user community members can manage events, share content, and engage in dialogues with peers about Infor solutions. User communities are also the best way to have direct connections to Infor product management teams, which help to continually enhance features and functionality with “Enhancement Requests.” Join one of over 250 user communities, which represent more than 37 unique product groups.

Why is it important?

- Stay in tune with Infor’s strategy and direction
- Voice your top priorities for solutions investment and direction
- Meet with your peers on an on-going basis
- Learn and share industry best practices

Where can I learn more?

Click [here](#) to learn more about Infor User Communities

Recommendation Summary

	<p>Xtreme Support</p>	
	<p>R&D Investment</p>	
	<p>Infor CloudSuite</p>	
	<p>Upgrade Programs</p>	
	<p>Value Engineering</p>	
	<p>Infor Education</p>	
	<p>Inforum</p>	
	<p>Infor User Communities</p>	

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6a

Title:

Consideration to Reactivate the St. Charles Senior Services Commission – Section 2.27 of the St. Charles City Code

Presenter:

Mark Koenen

Meeting: Government Operations Committee

Date: June 5, 2017

Proposed Cost: \$NA

Budgeted Amount: \$NA

Not Budgeted: **Executive Summary** (if not budgeted please explain):

Some of you may recall during former Mayor Klinkhamer's term, the Council established a Senior Services Commission. The Commission was placed on inactive status in 2007 as the work the Commission had undertaken was completed or outside of the City's means to initiate. The Mayor has asked to consider reactivating this Commission, as 10 years have passed and there may be new or different concerns for consideration of matters important to seniors in the City of St. Charles. City Code Section 2.27, "Senior Services Commission" is attached for your information. Please review Section 2.27.050, "Duties" for a better understanding of the original purpose of this Commission.

Reactivation of the Senior Services Commission would require a revision of City Code Section 2.27.100, "Inactive Status-Suspension of commission activities-Reactivation" and Section 2.27.040, "Members-Terms of Office", and possibly other sections.

Mayor and I suggest we establish a task force to consider the need and purpose for the Commission and then, based on the findings, make a recommendation to the Government Operations Committee.

Attachments (please list):

Code 2.27, "Senior Services Commission"

Recommendation/Suggested Action (briefly explain):

Consideration to reactivate the St. Charles Senior Services Commission – Section 2.27 of the St. Charles City Code.

2.27 – Senior Services Commission

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Sections

- [2.27.010 – Establishment](#)
- [2.27.020 – Purpose](#)
- [2.27.030 – Members - Appointment](#)
- [2.27.040 – Members - Terms of office](#)
- [2.27.050 – Duties](#)
- [2.27.060 – Compensation and conflicts of interest](#)
- [2.27.070 – Meetings](#)
- [2.27.080 – Officer](#)
- [2.27.090 – Voting/Quorum](#)
- [2.27.100 – Inactive status - Suspension of commission activities - Reactivation](#)
- [Add Section](#)

2.27.010 – Establishment

There is hereby established a Senior Services Commission comprising no more than nine members who are residents of the City.

(2000-M-81: § 1)

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2.27.020 – Purpose

The overall purpose of the Senior Services Commission shall be to explore methods and opportunities where people can meet the economic, social, and physical challenges of aging.

(2000-M-81: § 1)

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2.27.030 – Members - Appointment

The mayor, with the approval of the city council, shall appoint six members from the at-large community and five members from residential facilities dedicated to serving seniors. In addition, the mayor shall appoint a City Council

member as an ex-official member of the commission.

([2000-M-105: § 1](#); [2000-M-81: § 1](#))

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2.27.040 – Members - Terms of office

Members shall be appointed to a term of three years with three members being appointed each year; provided, however, of the first nine members of the commission, three members shall serve one year from the date of appointment through April 2002, three from the date of appointment through April 30, 2003, and three from the date of appointment through April 30, 2004. All future terms shall expire on the April 30 of the last year of their respective terms. Members whose terms have expired may continue to serve until a successor is appointed, except in the case of a member removed for cause. The Mayor with the advice and consent of the City Council may fill vacancies in an unexpired term due to resignation.

([2000-M-81: § 1](#))

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2.27.050 – Duties

The St. Charles community Senior Services Commission shall:

- A. Assist in coordinating and integrating governmental and private plans and services affecting the welfare of seniors in the City;
- B. Assist in coordinating and integrating plans and services for transportation, housing, social and physical challenges;
- C. Make or cause to be made studies and surveys related to senior needs;
- D. Request and obtain such cooperation, assistance and data from City departments and other public agencies as may be reasonably necessary to carry out its work;
- E. Recommend plans and methods for the improvements of opportunities for seniors;
- F. Create such subcommittees and advisory committees from outside of the membership of the commission to aid and assist in the work of the commission;
- G. Establish liaison with other groups interested in seniors in St. Charles and the surrounding area.

([2000-M-81: § 1](#))

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2.27.060 – Compensation and conflicts of interest

No commissioner shall receive compensation for serving as a commissioner. No commissioner shall be interested, either directly or indirectly, in the purchase or sale of services, supplies or as an employee except to the extent permitted under the statutes of the State of Illinois.

([2000-M-81](#): § 1)

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2.27.070 – Meetings

The Commission shall meet at least four times a year. The Commission members shall set the time and place for the meetings. Minutes shall be recorded for all meetings and filed with the City Clerk.

([2000-M-81](#): § 1)

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2.27.080 – Officer

The only officer shall be the Chairman, who shall be elected by the Commission members at their first meeting. The Chairman shall remain the Chairman until the Commission elects a new Chairman; provided, however, a Chairman cannot serve more than four consecutive years.

([2000-M-81](#): § 1)

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2.27.090 – Voting/Quorum

Each Commission shall have one vote and all votes shall be decided by a majority of a quorum. A quorum shall consist of five or more members.

([2000-M-81](#): § 1)

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2.27.100 – Inactive status - Suspension of commission activities - Reactivation

That the St. Charles Senior Services Commission is hereby placed on inactive status and the activities of said Commission are suspended.

The Mayor with the advice and consent of the City Council may reactivate the St. Charles Senior Services Commission at which time it shall resume the performance of its duties as set forth in Section 2.27.050.

(2007-M-100: § 1)

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 [PDF version](#)

2017 City of St. Charles Municipal Code Book