



CREATIVE MICROSYSTEMS, INC.
 52 Hillside Court
 Englewood, OH 45322
 800-686-9313


SALES REPRESENTATIVE		ORDER #	2740082411
Mike Brenner		DATE	September 7, 2011
800-686-9313		<i>Pricing Valid for 30 Days</i>	
CUSTOMER		CUSTOMER #	2740
City of Napoleon 255 W. Riverview Avenue Napoleon, OH 43545		CONTACT:	Lori Rausch
		TELEPHONE:	419-591-2843
		FAX:	419-599-8393
		EMAIL:	lrausch@napoleonohio.com

Line #	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
1	Authority Utility (A)	1	\$27,263	\$27,263
2	Microsoft SQL for Workgroup for Single Processor	2	Included	Included
3	Implementation/Training (B)	1	\$35,783	\$35,783
4	Technical Services (C)	1	\$425	\$425
5	Discount (D)	1	-\$34,228	-\$34,228
	TOTAL			\$29,243
6	Authority Utility Annual Fee (E)	1	\$5,941	

SPECIAL NOTES

CMI's Standard Terms and Conditions Apply
 Please Refer to Footnotes - Attachment A
 Please Refer to Payment Plan - Attachment B
 Please Refer to Beta Release Candidate Acceptance Form - Attachment C

Your authorized signature or attached purchase order makes this a binding contractual agreement. Please fax signed order to 937-836-1036.

 _____ CUSTOMER SIGNATURE Gregory J. Heath, Finance Director/Clerk City of Napoleon, Ohio _____ PRINTED NAME	09-29-2011 _____ DATE TO BE PROVIDED BY YEAR PURCHASE ORDER # \$ 53,007.40 TOTAL _____ AUTHORIZED ORDER AMOUNT
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CMI

CMI FOOTNOTES

- A** Hardware requirements require discussion prior to implementation of Authority Utility. ***SQL Server is required for this software.***
- B** These fees cover installation, training and remote/on-site support required to successfully implement the applications listed. Unforeseen occurrences; such as customer staff turnover, customer staff absenteeism while CMI is on-site or business decisions made by the customer that result in extra implementation time beyond what would normally be required, may result in additional charges. The customer will be notified and must approve additional charges prior to CMI scheduling additional implementation time.
- C** Technical Services are required for the configuration of the server and the SQL database.
- D** This discount is offered based on the City of Napoleon agreeing to the terms set forth in the Beta Release Candidate Acceptance Form. This separate document must be signed and returned with this proposal.
- E** Annual fees are required for all CMI software and provide for annual renewal of the software license and software updates. The annual fees also include remote technical software support 8:00 AM to 5:00 PM Monday through Friday (EST), except on scheduled CMI Holidays. The Client Server or Authority versions require support for individual clients, additional host software and the underlying character based applications. Due to the increased support requirements, annual support fees are based on a new fee schedule, which includes the number of individual PC clients at a site. The first year annual fee at the new Client Server or Authority rate will be pro-rated through the current calendar year and billed upon installation; however, unused current year annual fees already paid at the old character-based rate will be credited after installation of the Client Server or Authority version. The proposed total does not include the new annual fee cost.

SPECIAL NOTES

- * In order to receive the discounts quoted in this document, a purchase order from the customer must be received within 30 days; however, there will be no invoicing of this project prior to January 2012.



PAYMENT SCHEDULE

TOTAL DUE BY:	January 31, 2012	\$10,601.48
2nd PAYMENT DUE	January 31, 2013	\$10,601.48
3rd PAYMENT DUE	January 31, 2014	\$10,601.48
4th PAYMENT DUE	January 31, 2015	\$10,601.48
5th PAYMENT DUE	January 31, 2016	\$10,601.48

This payment schedule details all payments due years 1-5. CMI will issue a statement of amount due for the initial payment upon receipt of the signed contract. An invoice will be received approximately 30 days before due date for each subsequent payment.

EACH FUTURE PAYMENT SUBJECT TO APPROPRIATION by City Council on a Yearly Basis.

Your authorized signature makes this a binding contractual agreement.

Gregory J. Heath

CUSTOMER SIGNATURE

Gregory J. Heath, Finance Director/Clerk
City of Napoleon, Ohio

PRINTED NAME

09-29-2011

DATE

TO BE PROVIDED BY YEAR

PURCHASE ORDER #

53,007.48 TOTAL

AUTHORIZED ORDER AMOUNT

SPECIAL NOTE:

Beginning in year 6, only the then current annual fee will apply.



Beta Release Candidate Acceptance Form

THIS AGREEMENT is made by and between *CMI* ("CMI"), located at 52 Hillside Court, Englewood, Ohio and The City of Napoleon, having a principal place of business at 255 W. Riverview Avenue, Napoleon, Ohio.

GENERAL TERMS AND CONDITIONS

- A. CMI has developed Authority Utility, including modifications, enhancements, improvements, updates, additions, derivative works, documentation and related material ("Software").
- B. CMI desires that the Software be tested prior to general release.
- C. The City of Napoleon wishes to serve as a Beta test site for such Software.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

- 1 The City of Napoleon agrees to serve as a "Beta Site" for the Software and will notify CMI of all problems and ideas for enhancements which come to The City of Napoleon's attention, and hereby assigns to CMI all right, title and interest to such enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 2 The City of Napoleon agrees that Software is the sole property of CMI until it is officially released and includes valuable trade secrets of CMI. The City of Napoleon agrees to treat Software as confidential and will not, without the express written authorization of CMI:
 - 2.1 Demonstrate, copy, sell or market Software to any third party; or
 - 2.2 Publish or otherwise disclose information relating to performance or quality of the Software to any third party; or
 - 2.3 Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof.
- 3 Software is pre-release code and is not at the level of performance or compatibility of a final, generally available product offering. Software may not operate correctly and may be substantially modified prior to first commercial shipment, or withdrawn. Software is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Software remains with The City of Napoleon. In no event shall CMI be liable for any damage whatsoever arising out of the use of or inability to use Software, even if CMI has been advised of the possibility of such damages.
- 4 The City of Napoleon, upon completion of the Beta test, agrees to provide material, statistics, or information that is not deemed confidential to The City of Napoleon's business for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by CMI. The City of Napoleon will provide a quote to CMI that may be used in a press release.

- 5 This License Agreement shall be governed, construed and enforced in accordance with the laws of the United States of America and of the State of Ohio. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested to above address or such other address as may be given from time to time under the terms of this notice provision.
- 6 This Agreement constitutes the entire and only agreement between the parties for Software and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- 7 The City of Napoleon shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.
- 8 Failure of CMI to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
- 9 If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this Agreement.

CMI
 By _____
 Name _____
 Title _____
 Date _____

The City of Napoleon
 By Gregory J. Heath
 Name Gregory J. Heath, Finance Director/Clerk
 City of Napoleon, Ohio
 Title Gregory J. Heath, Finance Director/Clerk
 City of Napoleon, Ohio
 Date 09-29-2011

APPROVED AS TO FORM AND CORRECTNESS:

 DAVID M. GRAHN, CITY LAW DIRECTOR

RESOLUTION NO. 058-11

A RESOLUTION AUTHORIZING THE CITY FINANCE DIRECTOR TO OPERATE AS A BETA SITE FOR CMI UTILITY BILLING SOFTWARE; ELIMINATING THE NECESSITY OF COMPETITIVE BIDDING; AND DECLARING AN EMERGENCY

WHEREAS, CMI is and has been the software provider to the City's Finance Department as it relates to utility billing; and,

WHEREAS, CMI has offered to the City an opportunity to be a beta site for its utility billing software which will serve to achieve: (1) a lower initial cost to purchase the software; and, (2) software design tailored to the Finance Department's needs;

WHEREAS, this matter has been reviewed and recommended for approval by the City's Finance and Budget Committee of Council; Now Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:

Section 1. That, the City Finance Director is granted the authority to be a beta site for CMI utility billing software under the terms and conditions as presented by CMI (Contract No. 2011-26), such terms and conditions having been reviewed by this Council; moreover, the City Finance Director shall be the executing officer of the said contract.

Section 2. That, the expenditure of funds in excess of \$25,000.00 is hereby approved as a necessary and proper expenditure for such software.

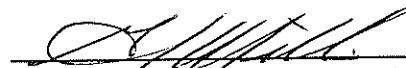
Section 3. That, the necessity of competitive bidding is hereby eliminated in the best interest of the City.

Section 4. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.


Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 6. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for a time sensitive agreement between CMI and the City to be executed in regards to utility billing software, such software required to promote efficient billing of utilities; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

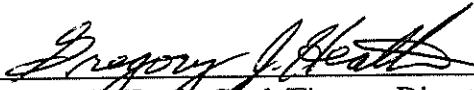
Passed: September 19, 2011


Glenn A. Miller, Council President

Approved: 19 SEPT 11


J. Andrew Small, Mayor

VOTE ON PASSAGE 7 Yea 0 Nay 0 Abstain
Attest:


Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 058-11 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Gregory J. Heath, Clerk/Finance Director

CERTIFICATION OF RECORDS

I, Gregory J. Heath, Finance Director/Clerk of Council, for the City of Napoleon, Ohio, do hereby certify and attest that this document to be a **True and Correct** copy of **Resolution No. 058-11, passed Monday, 09/19/2011.**


Gregory J. Heath, Finance Director/Clerk of Council

09 / 29 / 2011
Date