

**LENOIR CITY COUNCIL
TUESDAY, JULY 21, 2020
6:00 P.M.**

PRESENT: Councilmembers present were Todd Perdue, Ike Perkins, Jonathan Beal, Crissy Thomas, David Stevens and City Manager Scott Hildebran.

Staff present was Communications Director Joshua Harris.

VIA TELECONFERENCE:

Participating via teleconference were Mayor Joe Gibbons, Councilmembers Ben Willis and Ralph Prestwood, City Attorney T.J. Rohr and City Clerk Shirley Cannon.

Department Directors participating via teleconference were Donna Bean, Finance Director, Fire Chief Ken Hair, Recreation Director Kenny Story, Planning Director Jenny Wheelock, Economic Development Director Kaylynn Horn, Police Chief Brent Phelps, Public Utilities Director Radford Thomas and Public Works Director Jared Wright.

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance as led by Mayor Gibbons.

**EXPRESSION OF SYMPATHY; STEVE
KINCAID FAMILY:**

- B. On behalf of City Council, Mayor Gibbons extended sympathy to the family of Steve Kincaid and asked everyone to keep the Kincaid family in their thoughts and prayers during this time. Mr. Kincaid was an outstanding leader in the community and served as President of Kincaid Furniture Company until 2015. Mr. Kincaid will be greatly missed by everyone.

**EXPRESSION OF APPRECIATION;
COMMENTS; COVID-19:**

- C. On behalf of City Council, Mayor Gibbons further expressed appreciation to all the doctors, nurses, health care workers, agencies, firefighters, police officers and City Staff who are working on the front lines during this crisis and asked everyone to keep them in their thoughts and prayers. He especially asked for prayers for the families that have lost loved ones or are currently dealing with complications from the virus.

Mayor Gibbons also reminded everyone to continue following the protocols of wearing masks, hand washing and social distancing in order to be as safe as possible.

UPDATE; HIBRITEN

HIGH SCHOOL: D. Mrs. Courtney Wright, Principal, Hibriten High School, addressed City Council and gave an update regarding current school activities. Principal Wright stated she is proud to serve and wants to maintain a great partnership with the City. In addition, she shared her priorities are to keep everyone safe and that students will learn. Principal Wright also emphasized she wants to improve the quality of students' lives and will do her best in her role as principal.

On behalf of City Council, Mayor Gibbons thanked Mrs. Wright for the good report and stated the City of Lenoir appreciates the great partnership with Hibriten High School. Mayor Gibbons commended Principal Wright for the excellent job she is doing for the Caldwell County School system.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**DEFERRED; AMENDMENT; CHARTER CODE OF ORDINANCES, TRAFFIC, APPENDIX B,**

SECTION 101-A: A. A public hearing was held to receive public comments regarding amending the Code of Ordinances, Traffic, Appendix A, to include the proposed section 101.A, On-Street Parking Only in Designated Spaces consistent with the attached memorandum. Upon approval, City Council may approve the submitted Ordinance.

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed amendment.

There being no further public participation, Mayor Gibbons closed the public hearing and asked Council for action.

As discussed at the June 23 Committee of the Whole Meeting, Public Works Director Jared Wright reiterated that one of the concerns identified with current on-street parking conditions in the study area was conflicts with parked cars on the eastern side of the street (by ordinance, parking is only allowed on the eastern side), and backing movements from vehicles exiting driveways on the western side of the street. In an effort to minimize these conflicts, turning movements from all western-side driveways were modeled and measured on-site. The turning radius used for this modeling was 15 feet (assumed center of backing vehicle – 11+' near edge, 19+' far edge).

Director Wright stated Staff attempted to prevent conflicts with traffic exiting eastern side driveways by establishing a sight triangle between the nearest proposed parking space and the northern edge of each driveway. A 15 feet horizontal leg measured at the curb/driveway interface was used for this dimension.

In addition, he reported Staff identified non-encroachment zones for proposed parking spaces which resulted in identifying a potential for 17 marked spaces within the 1,000 feet study area.

Following discussion, City Manager Scott Hildebran advised Council they would need to defer taking action until the August 4 City Council meeting due to the new state statutes regarding allowing for public comments following public hearings.

Upon a motion by Mayor Pro-Tem Thomas, Council voted 7 to 0 to defer action on Staff's request to amend the Code of Ordinances, Traffic, Appendix A, to include the proposed section 101.A, On-Street Parking Only in Designated Spaces, until the August 4 City Council meeting due to state statutes regarding public hearings.

III. CONSENT AGENDA ITEMS

- A. Upon a recommendation by City Manager Hildebran, the following Consent Agenda items were submitted for approval:
1. Minutes: Approval of the minutes of the City Council meeting of Monday, June 16, 2020 as submitted.
 2. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, June 23, 2020 as submitted.
 3. Minutes: Approval of the closed session minutes of the special called City Council meeting of Thursday, July 2, 2020, as reviewed by the City Attorney, City Council and City Manager.
 4. Agreement; WaterSmart Software: Staff recommends that City Council authorize the City Manager to execute the Software-as-a Solution Provisions with WaterSmart Software for the development of the customer portal as provided for in the service agreement with Mueller Systems, LLC for the Meter Replacement Project. (A copy of the agreement is hereby incorporated into these minutes by reference. Refer to pages 128-140).

Upon a motion by Councilmember Willis, Council voted 7 to 0 to approve the above listed items on the Consent Agenda as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

CANCELLED; PLANNING

- BOARD:**
1. The Planning Board has cancelled its meeting of Monday, July 27 due to no agenda items. The next meeting is scheduled for Monday, August 24 at 5:30 p.m.

CANCELLED; COMMITTEE OF THE

- WHOLE:**
2. The Committee of the Whole meeting for July has been cancelled. The next meeting will be held on Tuesday, August 25 at 8:30 a.m. at City Hall, Third Floor.

**CANCELLED; SUMMER MUSIC FESTIVAL AND
 HARAMBEE FESTIVAL:**

3. The annual Summer Music Festival and the annual Harambee Festival has been cancelled this year in order to comply with the executive order issued by Governor Roy Cooper.

B. ITEMS FOR COUNCIL ACTION

**BID AWARD; FY2020-FY2022; ASPHALT RESURFACING
 CONTRACT:**

1. Following review of the bids submitted for this contract, City Staff recommends awarding the contract to Maymead, Inc. for the FY2020-FY2022 Asphalt Resurfacing Contract for a unit price of \$82.00/ton. Maymead, Inc. is the lowest responsive, responsible bidder, is appropriately licensed in the state of North Carolina, and is adequately equipped to perform work of this nature. Maymead, Inc.'s bid included the required bid security (bond) and an escalator clause for unit price adjustment based on liquid asphalt price fluctuation.

A copy of the legal advertisement, bid tab, and trending graph are hereby incorporated into these minutes by reference. (Refer to pages 140-142).

Public Works Director Jared Wright shared the cost information for liquid asphalt from the past three years and pointed out Maymead's quote of \$82/ton was a great quote. Director Wright also informed Council that Mulberry Street ranks high on the list of streets to be paved due to the number of pot holes and current road conditions. In addition, he referred to the asphalt price trending graph and clarified for Council the City may be able to pave an additional mile should the price of liquid asphalt continue to decrease.

Upon a motion by Councilmember Perkins, Council voted 7 to 0 to award the low bid of \$82.00/ton to Maymead, Inc. for the City's FY2020-FY2022 Asphalt Resurfacing Contract as described above and as recommended by City Staff.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

**BOARD APPOINTMENT; LENOIR TOURISM DEVELOPMENT
 AUTHORITY:**

- A. Mayor Gibbons recommended that Pam Pusteoska, General Manager, Hampton Inn and Suites, be appointed to serve a four-year term on the Lenoir Tourism Development Authority (LTDA). This appointment was announced at the June 16 City Council meeting. As information, Mayor Gibbons explained that members of this board have to be associated with businesses related to tourism and the collection of occupancy taxes.

Upon a motion by Councilmember Thomas, Council voted 7 to 0 to appoint Pam Pusteoska, General Manager, Hampton Inn and Suites, to serve a four-year term on the Lenoir Tourism Development Authority as described above and as recommended by Mayor Gibbons.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:33 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



20 California Street, Suite 200
 San Francisco, CA 94111

415.366.8622
 WaterSmart.com

Software-as-a-Service (SaaS) Provisions

June 15, 2020

The City of Lenoir, North Carolina
 801 West Avenue NW
 2nd Floor
 Lenoir, NC 28645
 Attn: Scott Hildebran

Dear Scott:

I am delighted to confirm certain services WaterSmart Software, Inc. ("WaterSmart" or "WATERSMART") will provide under a contract between The City of Lenoir, North Carolina ("Utility") and Mueller Systems, LLC. ("Contractor") during a performance period from _____, 2020 through _____, 2023 (the "Contract").

Program initialization and the Software-as-a-Service subscription begin with Contract signing, and the subscription is renewable upon the end date of this performance period. The Utility should move to set up data transfers with the quickest speed to make the most use of the subscription. Significant delay on the part of the Utility during launch may result in fewer months of access to the Customer Portal and Utility Analytics Dashboard and/or fewer than the planned number of communications to be sent during the subscription period.

Utility's Contract and primary legal relationship are with the Contractor, which has separately contracted with WaterSmart to re-sell WaterSmart Services to utilities. WaterSmart's Services are subject to its software-as-a-service provisions ("SaaS Provisions"), which are attached and incorporated herein. The SaaS Provisions include terms essential to WaterSmart's business model. The SaaS Provisions are not negotiable, except that WaterSmart may elect to consider on a case-by-case basis minor edits a utility deems essential.

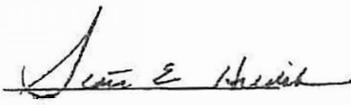
By signing below on behalf of The City of Lenoir, North Carolina, Utility acknowledges the above and agrees that WaterSmart's Services will be provided based on the Contractor terms, and Utility will be bound by these SaaS Provisions with respect to WaterSmart. Collectively, the Contractor terms, the SaaS Provisions, and this confirmation letter are referred to as the "WaterSmart Terms". Utility further agrees that the WaterSmart Terms will prevail over any other conflicting terms or documents regarding the WaterSmart Services.

Please return this letter to me countersigned no later than July 1, 2020. We very much look forward to working with The City of Lenoir.

Sincerely,

Erik Andersen
 Head of Sales

The City of Lenoir, North Carolina

By: 
Name: Scott E. Hilobrand
Title: City Manager
Date: 7/23/2020



20 California Street, Suite 200
San Francisco, CA 94111

415.366.8622
WaterSmart.com

SOFTWARE-AS-

A-SERVICE PROVISIONS

BACKGROUND: WATERSMART's customer engagement and data analytics services are to be provided primarily by utilization of WATERSMART's proprietary software hosted on WATERSMART's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like WATERSMART are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement.

A. WATERSMART's reservation of intellectual property rights

WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("WATERSMART IP"). Utility acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by WATERSMART, and that Utility shall acquire no right or interest in the same.

Utility agrees to assign, and hereby does assign, any right, title and interest in any suggestions, enhancement requests, or other feedback provided by Utility relating to services offered by WATERSMART. If and to the extent any such assignment is ineffective, Utility hereby grants to WATERSMART a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Utility.

Subject to the foregoing, authorized employees and customers of Utility may during the term of the Agreement access and use the WATERSMART SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, and other deliverables provided to Utility by WATERSMART, and applicable bill presentment and payment services for purposes of Utility's customer engagement program, customer billing, and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicenseable. If Utility enters into an agreement with a third party contractor of WaterSmart related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by WATERSMART and its licensors.

B. Utility's cooperation in providing necessary inputs

Deliverables to be provided by WATERSMART via its proprietary software require certain data from Utility. Utility shall provide WATERSMART with those data, records, reports, approvals and other inputs identified for Utility to provide to WATERSMART. Utility shall ensure that such inputs are accurate and within Utility's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility. If bill payment services are included, Utility shall cooperate with WATERSMART and its applicable third party partner(s) in timely providing the data, records, reports, approvals and other inputs requested for such

services. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and WATERSMART's use of aggregated data

All data, documents and other information received or accessed by one party ("Receiver") from the other party or its end users (collectively, "Discloser") for performance of this Agreement, including without limitation personally identifiable information and financial information, are deemed confidential and shall be subject to North Carolina Public Records law, Chapter 132. Such information shall not be used or disclosed by the Receiver without the prior written consent of the Discloser or owner (which may include without limitation consent by end users to share any information with additional users they authorize), except to the Receiver's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections. For this purpose, protected confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by the Receiver; (ii) information that the Receiver can demonstrate was in its possession prior to receipt from the Discloser; (iii) information received by the Receiver from a third party who, to the Receiver's knowledge and reasonable belief, did not acquire such information on a confidential basis from the Discloser; (iv) information the Receiver can demonstrate was independently developed by it or a third party; or (v) information that the Receiver is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to WATERSMART to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement.

Each party shall post and comply with its applicable privacy policy.

D. Software corrections and third party acts: limitation of liability for SaaS services

In the event that WATERSMART's services fail to meet specifications or other requirements, Utility shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Utility, WATERSMART will promptly notify Utility and assist in mitigating any impact. Neither party will be liable to the other, under any claim relating to this Agreement, for any indirect, incidental, exemplary, special, reliance or consequential damages, including loss of profits or loss of data, even if advised of the possibility of these damages. Under no circumstances or event shall WATERSMART's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense and indemnity, or otherwise), exceed (i) the fees received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability, or (ii) available insurance proceeds from WATERSMART's carriers, whichever is higher. If Utility enters into an agreement with a third party contractor of WaterSmart related to bill payment services which specifies a lower limit of liability with respect to such services, the same limit shall apply to WATERSMART's liability (if any) with respect to such services. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall

survive any termination or expiration of the Agreement. Utility acknowledges that pricing for WATERSMART's services would be substantially higher without the aforementioned limitations.

E. Technology and services infrastructure vendors WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. WATERSMART utilizes a reputable third party vendor to perform printing and mailing services when included within the scope of WATERSMART's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, WATERSMART works with leading edge, reputable third party vendors specializing in such functions. Since the referenced cloud hosting platform, printing and mailing vendors, bill payment services providers, and certain other vendors performing similar or related functions, are integral components of WATERSMART's technology and services infrastructure used across its pertinent customer base and are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization or collaboration is not considered subcontracting of WATERSMART's services under this Agreement.

If Utility elects to make bill payment services available to its end customers, the pertinent end users and Utility assume all risks associated with such services, and no indemnity provisions in favor of Utility shall apply to such services, except in the event of WATERSMART's willful misconduct. In the absence of willful misconduct by WATERSMART, Utility's sole remedies related to bill payment services shall be from the independent third party provider of such services in accordance with any contract between Utility and such provider. If Utility enters into an agreement with any third party contractor of WATERSMART for any other services ancillary or related to the services provided by WATERSMART during the term of this Agreement, Utility shall first seek and exhaust all remedies from such third party contractor prior to seeking any remedy from WATERSMART with respect to such services.

With respect to all bill payment services, as well as any services provided by independent third party contractors not in contract with WATERSMART, including without limitation any such services which at Utility's request or direction are integrated by WATERSMART into its electronic interfaces for Utility, WATERSMART shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify WATERSMART and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to such third party services, except in the event of WATERSMART's willful misconduct.

F. Compliance With Laws To the extent permitted by North Carolina law, WaterSmart shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its services under this Agreement. Utility shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances related to this Agreement, and shall have sole responsibility for securing any necessary regulatory approvals, if any, for this Agreement and/or the services hereunder. Utility shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the services to be provided by WaterSmart hereunder, as well as any bill payment or other third party services elected by Utility. Notwithstanding any other provision herein, The City of Lenoir (identified herein as 'the Utility') may terminate this Contract on the anniversary date for any reason by giving written notice of termination to the other parties no less than thirty (30) days prior to the effective date of termination. The anniversary date is the date one year from the effective date, and the effective date is the start date of the "Contract." If the Utility terminates this Contract by giving such notice, the Utility shall remain responsible for paying for all services provided by WaterSmart and Mueller Systems, LLC (identified herein as "Contractor") through the effective date of termination. If the Utility has made any advance payments for services to be provided after the effective date of termination, a pro rata amount of such advance payments shall be refunded to the Utility. If the Utility terminates this Contract by giving such notice, then from the effective date of termination neither party shall have any further obligation to the other parties except for those obligations that would have survived the end of the contract period.

G. Extended Messaging Services If Utility elects to utilize WATERSMART's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below and shall prevail in the event of any conflict or inconsistency. For avoidance of doubt, the Extended Messaging Terms apply to all WATERSMART services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications

(including emails outside of WATERSMART's core customer engagement offerings) (collectively, "Extended Messaging Services").

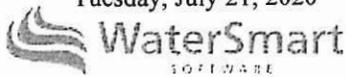
1. Utility shall be solely responsible for the content of any messages or communications to end customers which Utility initiates or authorizes in connection with the Extended Messaging Services, as well as Utility's selection of any vehicle (ie., conventional phone, mobile phone, text, email) for such messages or communications. WATERSMART shall have no responsibility or liability of any kind with respect to messages or communications initiated or authorized by Utility or its representatives. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify WATERSMART and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to the Extended Messaging Services or any breach by Utility of the Agreement including without limitation these Extended Messaging Terms, except in the event of WATERSMART's willful misconduct. For avoidance of doubt, if the Agreement has other indemnity provisions in favor of Utility such provisions shall not apply to the Extended Messaging Services, except in the event of WATERSMART's willful misconduct.
2. If Utility elects to make available to its end customers Extended Messaging Services offered by WATERSMART to alert end users of potential leaks or high water usage, the pertinent end users and Utility assume all risks associated with such alerts, and no indemnity provisions in favor of Utility shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of WATERSMART's willful misconduct.
3. With respect to Extended Messaging Services, WATERSMART's role is limited to delivering via its technology platform Utility's communications through vehicles selected by Utility; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Utility's responsibility with respect to Extended Messaging Services notwithstanding any provision to the contrary.
4. Utility is encouraged to consult legal counsel of its own with respect to this Agreement and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state and local laws, regulations and regulatory rulings, and ordinances. Utility shall not rely on WATERSMART or WATERSMART's representatives for legal advice or guidance concerning the content or appropriate vehicles (ie., conventional phone, mobile phone, text, email) for communications with Utility end customers.

In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, WATERSMART may utilize one or more third party communications technology and communications services providers. Since such providers are utilized across WATERSMART's pertinent customer base and are not specific to Utility and service choices by Utility under the Agreement, Utility acknowledges that such utilization is not considered subcontracting of WATERSMART's services under the Agreement

Attachment A. Lenoir, NC WaterSmart Scope of Work Quote

See next page

Minutes-City of Lenoir Council Meeting
 Tuesday, July 21, 2020



20 California Street
 Suite 200
 San Francisco, CA 94111
 US

Account Name Lenoir, NC
 Billing Address PO Box 958
 Lenoir, NC 28645
 US

Quote Number 00000561
 Expiration Date 12/31/2020
 Contract Effective Date: Signature Effective Date
 Contract End Date 36 months from the Contract Effective Date
 Payment Terms Annually in Advance

This document outlines the product configuration required by the Utility to deploy a WaterSmart Software solution. Pricing must be added by the Partner before presenting to the Utility. All pricing quoted will remain in effect from the Contract Effective Date until the Contract End Date.

Prepared By Lori Hammelt
 Email lhammett@watersmart.com
 Phone (615) 830-7890

Product	Quantity	License Type
WaterSmart Platform	10,829.00	Software Recurring
WaterSmart Platform Renewal Year 2	10,829.00	Software Renewal
WaterSmart Platform Renewal Year 3	10,829.00	Software Renewal
Single Sign On	1.00	Service Recurring
Single Sign On Renewal Year 2	1.00	Service Renewal
Single Sign On Renewal Year 3	1.00	Service Renewal

Comments

Prior to initializing the WaterSmart Software service, WaterSmart will issue a letter to Utility outlining the Software As A Service Provisions for use. Utility's signature is required on this letter and constitutes acceptance of those provisions.

Optional Products

Utility has the option to add the following products by 12/31/2020 as follows:

- Welcome Letters
- Print Leak Alerts

Program At a Glance

Program Overview

Program Length 36 months

Total Meters 10,829

Meter Data

AMR / Manual Read No

AMI Yes

Electronic Bill Presentment & Payments

Bill Display Bill Amount Due and History; Bill PDF

Paperless Billing No

Payment Website Embedded Payment Pages

Integration

Customer Letter

Customer Letter No

Dashboard and Portal

Utility Analytics Profiles for all accounts

Dashboard

Customer Portal Access for all accounts

Alerts and Notifications

Print Leak Alerts No

Water Reports

Water Reports No

Additional Services

On-site Training No

Special Circumstances - One time setup fee has already been paid, this is just for the subscription fee
 - Embedded payments with InvoiceCloud

Attachment B. Lenoir, NC WaterSmart Launch Plan and Ongoing Support

See next page

WATERSMART 30-60-90 LAUNCH PLAN AND ONGOING SUPPORT

WaterSmart Software is a customer engagement and analytics platform. Utility has contracted with WaterSmart to implement a customer engagement program to serve its population.

The program is comprised of the following elements. Content and design of all materials are subject to change over time, as WaterSmart incorporates new features:

- **Utility Analytics Dashboard:** Analytics, customer support tools and Program performance data for Utility staff
- **Customer Portal:** Engagement, alerts and (if selected) billing and payments for account owners
- **Customer Letters and Leak Alerts:** Customized communications mailed or emailed to each participant (if selected)
- **Single Sign On (SSO) or Click-Through Registration:** bi-directional, seamless registration to multiple portals using a single set of credentials using the SAML 2.0 or OAUTH2 protocol or Click-Through Registration for uni-directional sign-on from a third party site to WaterSmart using a URL redirect with key-based encrypted data (if selected).

WaterSmart and the Utility shall each designate a project manager for the program. All Utility decisions shall be channeled through the Utility's project manager. In addition, Utility shall designate a Data contact who is responsible for providing the data indicated in the Data Specification File. Program initialization and subscription begin with Contract Signing. The Utility should move to set up data transfers with the quickest speed to make the most use of their subscription. *Significant delay on the part of the Utility during launch may result in less than 12 months of access to the Customer Portal and Utility Analytics Dashboard and/or fewer than the planned number of communications to be sent during the 12-month period.*

30-60-90 INITIALIZATION

WaterSmart works with Utility to launch the WaterSmart platform within 90 days from contract start. The following steps are requirements for successful launch:

- | | |
|--|--|
| Pre Contract Signing | <ul style="list-style-type: none"> • WaterSmart provides Data Specification File and 30/60/90 Day Schedule, utility reviews and agrees to provide requirements as specified and within given timeframes |
| 0-30 Days Orientation and Data Transfer | <ul style="list-style-type: none"> • Utility IT contact completes Data Survey • WaterSmart conducts a 60- to 90-minute online Kickoff meeting to orient Utility staff involved in the Program. Utility should include a representative from each functional group that will be involved with the setup and use of the program • WaterSmart technical team conducts Data Call with Utility IT lead to go over Data Survey and next steps • Utility IT sends initial Sample Files per Data Specification File • 30 Day Check in |
| 31-60 Days | <ul style="list-style-type: none"> • WaterSmart provides feedback on Sample Files |

Data and Portal Configuration	<ul style="list-style-type: none"> • Utility and WaterSmart work to setup Ongoing File Transfers per Data Specification File • Utility PM approves content and configures general settings • 60 Day Check In
61-90 Days Quality Assurance and Launch	<ul style="list-style-type: none"> • WaterSmart conducts Quality Assurance • Utility Dashboard is live and fully functional • Customer Portal is live and functional (though may not be open for registration depending on Utility needs)
Post Launch	<ul style="list-style-type: none"> • If applicable, embedded Payment site, SSO, PDF Bill Display, AMI data, and other premium integrations are configured and go live (if not included in initial 90 day launch) • On-site or Online Training completed • Customer Letters (if applicable) are sent and Customer Portal open for registration • Leak Alerts and other Notifications begin • Ongoing Support

Data Transfer and Utility Obligations: Initiative and technical know-how on the part of Utility IT staff, consultants or existing vendors is necessary. WaterSmart works with the Utility to securely transfer a dataset on accounts, including but not limited to Account Information, Consumption History, ongoing feeds of Current Consumption, AMI Interval Information (if applicable), and Billing and Payments (if applicable). Should Utility provide data files in a new format which requires WaterSmart to re-onboard new file structures or map historical identifiers (e.g., customers, accounts, premises), WaterSmart assesses an additional one-time fee not to exceed \$10,000 upon receipt of first test files from the new system.

Configuration of Customer Portal: WaterSmart works with the Utility to configure the Customer Portal with Utility logo and contact information. Utility has the opportunity to approve or exclude any recommendations shown in the Customer Portal and provide WaterSmart with information on available rebates and incentives. Utility should provide consolidated feedback and final approvals to WaterSmart no more than ten (10) business days from when initial materials are provided to Utility.

Finalization of Customer Letter: If selected, WaterSmart sends a Customer Letter on behalf of the Utility, to accounts that receive access to the Customer Portal. The Customer Letter is branded for the Utility (has utility logo and contact information) and Utility has the ability to personalize the signature. No other customization is available. WaterSmart sends Customer Letters by email where a valid email address is available and by print otherwise.

Training: After all initial customer data has been received and program content is finalized, WaterSmart provides Utility staff with training and resources to understand the features and functionality of the Customer

Portal and Utility Analytics Dashboard. If selected in Program at a Glance, WaterSmart Software provides training on-site; if not selected, training is provided via webinar. On-site training may be conducted as multiple sessions on a single day.

ONGOING SUPPORT

WaterSmart does not communicate directly with the Utility's customers; end-user support is the responsibility of the Utility. WaterSmart provides a number of tools to assist Utility staff looking to understand and maximize their WaterSmart experience:

- 1) The **WaterSmart Support Site**, which is accessible by all Utility staff, includes responses to Frequently Asked Questions as well as common troubleshooting topics, how-to videos and other customer support oriented content.
- 2) The **Customer Detail Page** helps customer service representatives respond to Customer inquiries by providing all relevant customer information.
- 3) **Live Chat** allows Utility staff to ask questions and receive a response within the hour. Available 7 a.m. to 6 p.m. Pacific Monday thru Friday, excluding federal holidays.
- 4) **Quarterly Product Webinars** provide the latest WaterSmart news including product releases, case studies, and a forum to interact with other customers.

Maintenance of Web Applications

WaterSmart maintains commercially reasonable systems and controls designed to maximize monthly uptime and minimize unscheduled outages of the Customer Portal and Utility Analytics Dashboard. Excluding any down time for maintenance and/or upgrades, WaterSmart makes strong efforts to provide Customers and Utility with access to their respective Web applications on a continuous basis. WaterSmart provides advance notification of any planned outages and notifies Utility without unreasonable delay if it detects or receives notice of any material problems relating to the Customer Portal and/or the Utility Analytics Dashboard.

WaterSmart's Web Applications include dynamic and interactive charts and tables that may not be compatible with older Internet browsers.

The Internet browser and operating system requirements are:

- Windows XP: Chrome 38+, Firefox 32+
- Windows 7, 8, 8.1, 10: IE 11+, Chrome 38+, Firefox 32+
- Mac: Chrome 38+, Firefox 32+, Safari 10+

WaterSmart's system requirements are subject to change in the future.

**Advertisement For Bids
 City of Lenoir, NC**

Pursuant to N.C. General Statute 143-129, sealed proposals endorsed: **3,000+/- Tons of \$9.5B Asphalt Concrete delivered in place each year for a two-year period beginning July 1, 2020 and ending June 30, 2022**, to be furnished to the City of Lenoir, NC will be received by **Mr. Jared Wright, Public Works Director**, at the **City of Lenoir, Public Works Facility, 510-B Greer Circle SW, Lenoir NC 28645** until **2:00 PM, Tuesday, July 14, 2020**. **No bids will be accepted after that time and date. All received bids shall be publicly opened on Tuesday, July 14, 2020 at 2:00 PM at the Public Works Facility.** All bidders and the public are invited to attend the bid opening.

A pre-bid meeting will be held on Tuesday, July 7, 2020 at 2:00 PM at the City of Lenoir Public Works Facility, 510-B Greer Circle SW, Lenoir NC 28645. Attendance at this meeting is **NOT** mandatory, but is strongly encouraged.

This contract will be subject to N.C. General Statutes 44A-26 and 143-129 and will require a **Bid Deposit or Bond, Performance Bond, and Payment Bond**, as required by the statutes.

Proposals that are mailed should be sent to **Mr. Jared Wright, Public Works Director, PO Box 958, Lenoir NC 28645-0958**. The envelope should be marked with **"Resurfacing Bid"** on the front of the envelope. Bidders are encouraged to contact Mr. Wright prior to the bid opening to review the proposed resurfacing projects for the two-year period.

Proposals that are sent by UPS, FedEx, or hand delivered should be sent to the **Public Works Facility, 510-B Greer Circle SW, Lenoir NC 28645**. Mr. Wright's phone number is (828) 757-2183. Instructions for submitting bids, specifications, and proposal forms may be obtained at the **City of Lenoir's Public Works Facility, 510-B Greer Circle SW, Lenoir NC 28645** during regular business hours of **7:30 AM – 4:00 PM, Monday – Friday**, Phone (828) 757-2154. The City of Lenoir reserves the right to reject any and all bids.

E-Verify use Required. No contract can be awarded by the City of Lenoir unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the N.C. General Statutes.

The City of Lenoir encourages minority-owned businesses to submit proposals. The City of Lenoir awards contracts without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition.

Jared Wright
 Public Works Director
 Published June 25, 2020;
 June 26, 2020; June 27, 2020;
 June 30, 2020; July 1, 2020.



BID TAB

**Public Bid Opening
 2020-2022 Asphalt Resurfacing Contract
 City of Lenoir
 July 14, 2020, 2:00 p.m. local time**

**Jared Wright
 Public Works Director**

Minutes-City of Lenoir Council Meeting
 Tuesday, July 21, 2020

Contractor	Bid Security	Unit Price/Ton
Midstate Contractors	Yes	\$88.90
MK Enterprise	N/A	No Bid
Tri-County Paving	Yes	\$99.70
J.T. Russell & Sons	Yes	\$85.85
Maymead	Yes	\$82.00
Carolina Paving	N/A	No Bid

