

**LENOIR CITY COUNCIL
TUESDAY, DECEMBER 1, 2020
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, David Stevens, Ben Willis and City Manager Scott Hildebran. Public Utilities Director Radford Thomas and Communications Director Joshua Harris were also in attendance at the meeting.

VIA TELECONFERENCE:

Participating via teleconference were Mayor Pro-Tem Crissy Thomas, Councilmember Ralph Prestwood, City Attorney T.J. Rohr and City Clerk Shirley Cannon.

Department Directors participating via teleconference were Finance Director Donna Bean, 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.

**SPECIAL RECOGNITION;
DONALD HALL:**

- B. Radford Thomas, Public Utilities Director, accepted a framed key to the City and a resolution as presented by Mayor Gibbons on behalf of retiree Donald Hall, Lower Creek Wastewater Treatment Plant Operator III, in honor of Mr. Hall's 41 years of dedicated and outstanding service to the City of Lenoir and its citizens. Director Thomas expressed everyone's appreciation to Mr. Hall for all of his accomplishments during his career with the Public Utilities Department.

A copy of the resolution is hereby incorporated into these minutes by reference. (Refer to page 225).

Director Thomas commended Mr. Hall for his tenure with the City and remarked he was thankful for Donald's leadership, consistency and dependability. He referred to other employees with longevity in the Public Utilities Division and stated this is what makes us a solid organization.

On behalf of City Council, Mayor Gibbons expressed City Council's congratulations and best wishes for Mr. Hall as he begins his retirement on January 1, 2021.

UPDATE; SERVICES TO THE BLIND ORGANIZATION:

- C. City Manager Hildebran informed Council that representatives with the Services for the Blind Organization will be meeting with Risk Manager David Coffey and Public Works Director Jared Wright on Thursday, December 3 to review and discuss their concerns regarding downtown streets.
- D. Mayor Gibbons wished City Council, City Manager Hildebran, City Staff and the community a very Merry Christmas and a happy, healthy, and safe New Year. He also thanked City Council and Staff for their leadership to the community during these past nine months of the pandemic.

Mayor Gibbons encouraged everyone to continue following the safety protocols established for the COVID-19 virus which include wearing a mask, social distancing and hand washing. He also asked everyone to continue to remember in their thoughts and prayers all of the front-line workers and families that have been affected by the virus during this challenging time.

Mayor Gibbons stated he looked forward to working with City Council in the New Year and remarked that City Council has always worked well together. He further encouraged everyone to enjoy the Hope Shines Brightly light show that is presented nightly along with the large Christmas tree on the square. In addition, he shared that Carl White, UNC-TV, has also made a video of Lenoir's "Hope Shines Brightly" event which will be aired on his television show.

City Manager Hildebran also wished everyone a Merry Christmas and a Happy New Year.

CONDOLENCES:

- D. On behalf of City Council, Mayor Gibbons asked everyone to keep the families of Warren Harper, former City of Lenoir employee, and Allen Stewart, former Alderman to the Town of Cajahs Mountain, in their thoughts and prayers during this difficult time. Mr. Harper was the first African-American firefighter for the City of Lenoir and well respected by his co-workers and the community. Mr. Stewart was also a very active and well respected leader in the community and previously served as an Alderman on the Town Council of Cajahs Mountain.

II. MATTERS SCHEDULED FOR 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 Tuesday, Tuesday, November 3, 2020 as submitted.
 - 2. Lease Agreement; Bernhardt Industries: Approval of a Lease Agreement between the City of Lenoir and Bernhardt Transportation, LLC authorizing

the lease of City property for a term of one year to Bernhardt Transportation, LLC as submitted. (A copy of the lease agreement is hereby incorporated into these minutes by reference. Refer to pages 226-237).

Upon a motion by Councilmember Stevens, Council voted 7 to 0 to approve the above listed items on the Consent Agenda as presented and 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

DECEMBER CALENDAR:

1. By consensus of the Council, the calendar for the month of December was approved listing various meetings and events.

LUMINARY

- DISPLAY:** 2. The annual Luminary Display at Blue Ridge Memorial park will be held on Friday, December 11 from 6:00 p.m. – 10:00 p.m. with a rain date of Friday, December 18.

HOLIDAY

- CLOSINGS:** 3. City offices will be closed on Thursday, December 24 through Monday, December 28 in observance of the Christmas holidays. City offices will also be closed on Friday, January 1 in observance of New Year's Day.

LEAF COLLECTION:

4. Fall leaf collection began on Monday, October 12 and ends on January 31, 2021.

CURBSIDE CHRISTMAS

TREE PICKUP:

5. Curbside Christmas tree pickup begins on Monday, January 4 and ends on Friday, January 8.

CITY/COUNTY

SERVICES COMMITTEE:

6. The City/County Services Committee will conduct a virtual meeting on Monday, January 11 at noon.

EDC:

7. The Caldwell County Economic Development Commission will conduct a virtual meeting on Tuesday, January 12 at 8:00 a.m.

LENOIR BUSINESS ADVISORY

- BOARD:** 8. The Lenoir Business Advisory Board will conduct a virtual meeting on Thursday, January 14 at 6:00 p.m.

HOLIDAY

CLOSING: 9. City offices will be closed on Monday, January 18 in observance of the Martin Luther King, Jr. Holiday.

B. ITEMS FOR COUNCIL ACTION

BID AWARD; OLD BROYHILL FURNITURE SITE; VIRGINIA STREET SW AND COLLEGE AVENUE SW:

1. Based upon our review, the low bid submitted by RCI Demolition of Charlotte, North Carolina, in the amount of \$547,071.00 is the lowest responsive bid inclusive of the desired project scope for the former Broyhill Site Debris Removal Project. Staff recommends City Council award the low bid submitted by RCI Demolition of Charlotte, North Carolina, in the amount of \$547,071.00 as the lowest responsive bid inclusive of the desired project scope.

Director Thomas shared that in 2014, the City foreclosed on the property for unpaid taxes. He reported the property is considered a brownfield which is a former industrial site that could be reused but may have environmental contamination. The City was awarded an Appalachian Regional Commission (ARC) grant in the amount of \$300,000 in April, 2019 for the cleanup of the Old Broyhill Plant Site. He stated once the debris is removed, the next step is the preparation of a Brownfield Agreement with the North Carolina Department of Environmental Quality (NCDEQ) to create a marketable industrial 15-acre site.

Director Thomas stated cleanup of the site may begin by the end of the year, but a timeline for completion has not been established.

Director Radford Thomas then reviewed the background of the bid proposal summary. Sealed bids were received on Monday, November 23. Four proposals were received from qualified firms with extensive experience in environmental cleanup and materials removal. The bidders are as follows:

- RCI Demolition, Charlotte, NC	\$547,071.00
- STAT, Inc., Lenoir, NC	\$149,500.00
- DH Griffin, Hickory, NC	\$1,290,000.00
- Clear Site Industrial, Charlotte, NC	No Bid

Director Thomas stated that, after consultation and evaluation of the proposals with Public Works Director Jared Wright, it was determined that, with such a wide spread in the bids presented, the most appropriate way to compare the scope of work submitted by each firm was to determine a per ton disposal cost based upon the estimated tonnage each firm used to calculate the removal and disposal cost of their proposals.

A copy of the per ton calculations and the bid proposal summary are hereby incorporated into these minutes by reference. (Refer to pages 238-239).

The proposals were reviewed in conjunction with Public Works Director Jared Wright and Environmental Consultant Greg Icenhour with Mid-Atlantic Engineering and Environmental Solutions. All proposals were compared based upon the

completeness of the proposals when compared to the approved Work Plan and when comparing the average disposal cost per ton based upon the estimated tons of debris provided by each prospective contractor. On a per ton basis, RCI Demolition of Charlotte would be the lowest responsive bidder at \$91.18 per ton based upon an analysis submitted by Public Works Director Jared Wright. This cost is based on the removal of 6,000 tons of debris.

Director Thomas further reported that RCI Demolition estimated the ground level of the piles of debris and explained the City has the option of negotiating with them about the cost should the amount of debris be more or less in size. He clarified it would be a cost savings to the City if less debris was found on the property. In addition, he mentioned the disposal cost of the debris is \$45.00 per ton. Director Thomas also mentioned a drone was flown over the site in order to gather additional information.

Director Thomas further explained their consensus for the bid award as follows:

- RCI's proposal was the most complete, addressed all of the debris, asbestos and non-asbestos, and was the most responsive to the request.
- RCI has experience with a recent identical project in North Carolina and is working with Mid-Atlantic Associates on this project (Town of Pineville, Cone Mill Redevelopment).
- RCI's disposal plan reduces the risk and exposure to the City. Inadvertent disposal of asbestos containing material (ACM) in a non-ACM approved landfill would expose the City to liability and could necessitate remediation of a landfill cell.
- RCI's proposal removes the ACM from the site, reducing the necessity for an additional project in the future and additional costs to the City.
- RCI's approach provides the lowest overall disposal cost per ton.
- Prior estimates of volume and project costs are more in line with RCI's estimates.
- Work plan has changed since DEQ-approval, based on new data showing ACM more extensive than just the floor tile previously identified by Tetra Tech and excerpted from the DEQ-approved work plan as a then-planned separate project.

Mr. Greg Icenhour, Mid-Atlantic Associates, also explained the process of the project and reiterated there were hazardous materials located on the site. He stated a work plan was prepared to eliminate the debris from this brownfield site and commended Radford Thomas and Jared Wright for all of their assistance, expertise and experience in preparing the bid summary.

As information, it was noted there are around twenty (20) brownfield sites in Lenoir which includes the former Bost Lumber property and the Singer Furniture facility on Norwood Street along with the Blue Bell building on College Avenue. Currently, there is a renovation project underway that is converting the Blue Bell building into forty-six

(46) market-rate apartments.

Director Thomas expressed much appreciation to Public Works Director Jared Wright and Greg Icenhour of Mid-Atlantic Associates for all of their assistance, time and hard work in preparing this proposal.

Following additional discussion and upon a motion by Councilmember Willis, Council voted 7 to 0 to award the low bid of \$547,071.00 to RCI Demolition of Charlotte, North Carolina, for the cleanup of the former Broyhill Furniture site located on Virginia Street SW and College Avenue SW. **Note:** The bid award is subject to the contractor obtaining appropriate permits, bonds, proof of insurance, and the execution of a Project Construction Agreement.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

- A. Councilmember Willis encouraged everyone to support the local businesses and to also support all of the non-profit organizations.

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:42 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS
B. K. WILLIS

**RESOLUTION HONORING
DONALD "DON" HALL**

WHEREAS, Donald Hall, began his career as a Wastewater Treatment Plant Operator I on August 1, 1980, obtained additional certification on July 7, 1987 to Wastewater Treatment Plant Operator II and further certification on August 14, 2000 to Wastewater Treatment Plant Operator III; and

WHEREAS, Donald Hall, has announced his retirement effective January 1, 2021 ending 41 years of exemplary service to the citizens of Lenoir and Caldwell County; and

WHEREAS, Donald has made a significant contribution through his operational experience and knowledge of the wastewater treatment plants along with his integrity and commitment to excellence in providing a safe and clean environment to our community; and

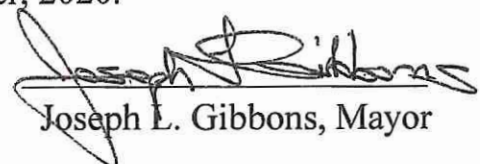
WHEREAS, His "Team Lenoir" approach in the Utilities Department and the respect for his experience is shared by all of his co-workers;

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, and on behalf of the Lenoir City Council and all the citizens do hereby wish the very best for *Donald* in his retirement and commend him for the example he has set as a dedicated public servant; and

BE IT FURTHER RESOLVED, that we extend our sincere appreciation and deep gratitude for his faithful and outstanding service which has contributed to the betterment of our City.

Witness my hand and seal this the 1st day of December, 2020.

SEAL


Joseph L. Gibbons, Mayor



Prepared by: Groome, Tuttle, Pike & Blair, RLLP

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

LEASE AGREEMENT

This Lease Agreement, made and entered into this 30 day of NOVEMBER, 2020, by and between CITY OF LENOIR, a North Carolina municipal corporation of Caldwell County, North Carolina, (hereinafter called "Lessor"), and BERNHARDT TRANSPORTATION, LLC, a North Carolina limited liability company, with its principal office located in Lenoir, Caldwell County, North Carolina, (hereinafter called "Lessee");

WITNESSETH:

1. Demise of Premises. Lessor leases unto Lessee the real property and the building thereon (hereinafter called "Premises") which is located in the City of Lenoir, Caldwell County, North Carolina, subject to the Reservations set forth herein, and described more particularly as follows:

The improvements and lands located within the property described in Book 1094, at Page 1690, and located northwest of the Public Works/Public Utilities Office Building and including the paved parking areas, the Garage Building and the rear parking area, but excluding the Used Oil Containment Building. See attached map of leased area which is incorporated herein by reference.

2. Term of Lease.

A. The original term of this Lease shall be for One (1) year and the commencement date shall be January 1, 2021. If requested, the parties shall execute a short form Memorandum of Lease in recordable form containing such matters as the parties may agree upon including, however, as a minimum, the commencement date and the expiration date (which date shall be One (1) year from said commencement date).

B. This lease is subject to certain Reservations by Lessor as set forth below:

a. In the area designated on the attached map, Lessor retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week. Lessee agrees to not interfere with Lessors use of the Garage premises on Wednesdays. Lessor staff will exercise due care and diligence in the use of the wash bay.

b. In the area designated on the attached map, Lessor retains the right to have parking and storage in the paved parking areas for its Public Works/Public Utilities Office Building including an area adequate to install a covered shed and including an adequate physical area sufficient to construct a chain link fence, installation of additional gates, and new secondary traffic patterns throughout the facility. Lessor agrees to cooperate with Lessee in carrying out such reservations should Lessor determine such reservations are necessary.

c. In the area designated on the attached map, Lessor retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage shall be inside an Enclosed Material Storage Trailer (53 ft) which shall be provided by Lessee at no cost to Lessor.

3. Rentals.

Lessee shall pay rental to Lessor at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per month or \$18,000.00 per year. Rental shall be due and payable in twelve (12) equal monthly installments of One Thousand Five Hundred (\$1,500.00) Dollars each, in advance, on the first (1st) day of each calendar month for and during the term.

In addition, Lessee shall carry, at its own expense, policies of property insurance with extended coverage insuring Lessee's personal property located on the premises against loss or damage to its furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises with companies and in amounts acceptable to itself.

4. Acceptance of Premises. Lessee acknowledges that the act of taking possession of the premises shall constitute acceptance thereof and conclusive evidence that Lessee has inspected and examined the entire premises and utility installations and that the same were, and are, in good and satisfactory condition, and Lessee accepts the same "as is".

5. Assignment or Subletting. Lessee shall not have the right to assign the Lease or to sublet the Premises in whole or in part without the prior written consent of Lessor. If Lessee is a corporation, then the passage of control of Lessee to parties other than those who presently control Lessee, as of the date of this Agreement, shall constitute an assignment of this Lease.

6. Compliance with Legal Requirements. Both parties shall comply with all the legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction thereof, respecting any operation conducted or any equipment, installations or other property placed upon, in or about the Premises. Both parties shall neither create nor permit the creation of any nuisance upon, in or about the Premises, and neither shall not make any offensive use thereof.

7. Utilities. Lessee shall pay for all water and sewer services consumed or used on the Premises. Lessor shall pay for electricity and gas service to the premises. The lack of availability or failure of utility service shall not be deemed constructive eviction.

8. Additions, Alterations, Changes and Improvements. Lessee shall not make, nor have the right to make any alterations, changes or improvements, structural or otherwise, in or to the Premises without Lessor's prior written consent. If such consent is given, all such alterations, changes and improvements, shall be promptly made in a workman-like manner, be promptly paid for allowing no liens to attach either to the Premises or to Lessor's interest therein, and shall become the property of Lessor at the termination of this Lease Agreement. Lessor shall have the right to require Lessee to provide such assurances as Lessor shall reasonably require (such as bonds, escrows, etc.) to protect Lessor against unpaid-for work.

9. Repairs. Lessor shall not be responsible for making any repairs including

structural repairs and repairs of a capital nature to the exterior walls and to the roof. Lessee shall at its own expense keep and maintain all the premises and all parts and systems thereof including all repairs to windows and/or plate glass, and all utility installations and equipment (including repairs of a capital nature), in good maintenance, replacement and repair, properly painted and decorated. All repairs shall be performed in a prompt, workman-like manner, shall be promptly paid for by Lessee and no liens shall be allowed to attach either to the Premises or to Lessor's interest therein. Other than as specifically stated herein, Lessor has no obligation to make any repairs.

10. Safe and Sanitary Conditions. Lessee shall not permit, allow or cause any act or deed to be performed upon, in or about the premises which shall cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon, or to any adjoining property. Lessee shall at all times keep the premises in a neat and orderly condition and keep the premises and the entryways, parking areas, sidewalks and delivery areas adjoining the premises clean and free from rubbish, dirt, snow, standing water and ice.

11. Trade Fixtures. Lessee shall be permitted to install trade fixtures on the premises. In addition, Lessee shall be permitted to remove said trade fixtures installed during the term of this lease from the premises upon the termination of this Lease Agreement; provided that if Lessee does so remove such trade fixtures, it shall return the Premises to the same condition as existed at the time of the original entry, ordinary wear and tear excepted. This provision is not intended to allow Lessee to remove approved structural improvements by Lessee to the Premises. All such improvements belong to Lessor at the termination hereof and shall not be removed or damaged by Lessee's removal of its trade fixtures. If Lessee does not remove the trade fixtures at termination, Lessor shall have the option either to declare such fixtures abandoned and shall become the owner thereof or to demand that Lessee remove the same at its own expense, returning the Premises to the condition required herein.

12. Lessor Not Liable for Damages or Injuries. Lessor shall not be responsible to Lessee or any other person, firm, partnership, association or corporation for damages or injuries by virtue of or arising out of burst water pipes, leaks from sprinkler or air conditioning systems, leaks from the roof, or by virtue of earthquakes, riots, windstorms, overflow of water from surface drainage, rains,

water, fire or by the elements or acts of God, or by the neglect of any person, firm, partnership, association or corporation. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages to person or property to the full extent permitted by law.

13. Indemnification. Both parties covenant to indemnify and hold the other party harmless from the claims of any and all persons, firms, partnerships, associations or corporations for personal injury or damage to property or both arising out of or in connection with either parties' use and/or occupancy of the Premises. In addition, Lessee shall carry public liability insurance in the minimum amount of \$1,000,000.00 bodily injury per occurrence, and \$500,000.00 property damage per occurrence, and Lessee shall deliver to Lessor a memoranda of the policy of such coverage with a company satisfactory to Lessor and which names Lessor as additional insured therein.

14. Fire or Casualty. If, during the term of this lease, the Premises shall be partially destroyed (as that term is herein defined) by fire or other casualty, Lessee shall have the right to terminate this Lease Agreement. If this option is not exercised by Lessee, Lessor may, in its sole discretion, effect the required repairs and reconstruction of the Premises. If Lessor elects to make the repairs or reconstruction, during such time as said repairs or reconstruction are being made, the rentals hereinabove provided shall not abate. Any other provisions contained herein notwithstanding, Lessor shall be required and obligated to effect repairs or reconstruction only to the extent of any sums of money, if any, which are received by Lessor under insurance coverage as a direct result of said fire or other casualty.

15. Waiver of Subrogation. Neither Lessee nor anyone claiming by, through, under or in Lessee's behalf shall have any claim, right of action or right of subrogation against Lessor or based upon any loss or caused by fire, explosion or any other casualty (not limited to the foregoing) relating to the premises or any property upon, in or about the Premises, whether such fire, explosion or casualty shall arise from the negligence of Lessor, their agents, representatives or employees, or otherwise.

16. Subordination to Mortgages. This Lease Agreement and the rights of Lessee are subordinate to and shall be subordinate to the lien of any mortgage or deed of trust (hereafter called "Mortgage") whether such Mortgage is a lien on the

Premises or hereafter becomes a lien on the Premises and no further agreements or documents shall be required to render this Lease and Lessee's rights subordinate to such Mortgage. Lessee shall at all times upon request of Lessor promptly furnish documents stating that this lease is in full force and effect, that no defaults of Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good-standing letter". Should Lessee fail to deliver such documents within 10 days of Lessor's request therefor, Lessor shall be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of Lessee.

17. Inspection. Lessor shall have the right at all reasonable times to enter and inspect the Premises.

18. Condition of Premises Upon Termination. Upon the termination of this Lease Agreement, Lessee shall return the Premises to Lessor substantially in the same condition as when received ordinary wear and tear and approved improvements excepted.

19. Holding Over. In the event Lessee remains in possession after the expiration of the Term without the execution of a new lease, Lessee shall not acquire any right, title or interest in or to the Premises. In such event, Lessee shall occupy the Premises as a tenant from month-to-month and shall otherwise be subject to all of the conditions, provisions and Obligations of this Lease agreement insofar as the same shall be applicable.

20. Default. Each of the following events shall constitute a default or breach of this lease by Lessee:

a) The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of general assignment for the benefit of creditors.

b) Involuntary proceedings under any bankruptcy or insolvency act instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within 10

days after the institution or appointment;

c) Failure to pay rent when the same shall become due and a continuing failure to pay rent for 10 days after notice thereof from Lessor to Lessee. For purposes hereof, all funds due from Lessee shall constitute rental whether denominated as rental or otherwise elsewhere herein;

d) If Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;

e) Vacates or abandons the Premises;

f) If the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntary or involuntary except as herein permitted;

21. Remedies In Event of Default. In the event of any default hereunder as set forth in the foregoing Section 20, Lessor shall be entitled to re-enter and re-take the Premises and exercise all their rights under the laws of the State of North Carolina.

22. Breach. Upon any breach hereof, regardless of what such breach is or if such breach becomes, an "event of default", either party shall be reimbursed by the other party for any reasonable attorney's fees incurred in connection with such breach.

23. Waiver. No failure to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of the right to subsequently exercise same. Lessee shall gain no rights nor become vested with any owner to remain in default under the terms hereof by virtue of Lessor's failure to timely assert rights. No waiver of an acceleration of rentals, regardless of how often occurring, which Lessor chose to ignore by thereafter accepting rental or other performance by Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

24. Law Applicable. This Lease is entered into in North Carolina and shall

be construed under the laws, statutes, and ordinances of such jurisdiction.

25. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

26. Easements, Restrictions and Right of Way. The Premises are demised subject to all easements, restrictions and right of way legally affecting the Premises.

27. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by Lessor and Lessee.

28. Rental Payments. All rental payments, unless otherwise designated in writing, shall be made to Lessors at such place as Lessor may from time to time designate in writing.

29. Lessor's Performance of Lessee's Covenants. Should Lessee, after seven days' notice from the Lessor, fail to do any of the things required to be done by it under the provisions of this Lease, Lessor, in addition to any and all other rights and remedies, may (but shall not be required to) do the same or cause the same to be done, and the amount of any money expended by Lessor in connection therewith shall constitute additional rental due from Lessee to Lessor and shall be payable as rental on the date for payment of rentals next following such expenditure.

30. Covenant of Title and Quiet Enjoyment. Lessor covenants and warrants to Lessee that they have full right and lawful authority to enter into this Lease for the term hereof and provided Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Lessor.

31. Construction. This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

32. Notice. Any notice to a party to this lease shall be given at the following address:

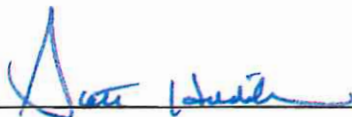
Lessor: City of Lenoir
Attn: Scott Hildebran, Manager
Shildebran@CI.LENOIR.NC.US
Post Office Box 958
Lenoir, North Carolina 28645

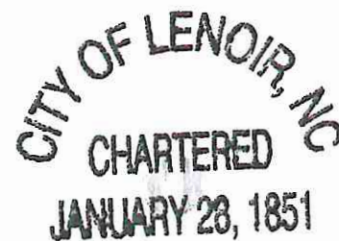
Lessee: Bernhardt Transportation, LLC
Attn: Kevin McDougall, General Counsel
1839 Morganton Blvd.
Lenoir, North Carolina 28645
Kevinmcdougall@bernhardt.com

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

LESSOR:

CITY OF LENOIR (SEAL)
a North Carolina municipal corporation

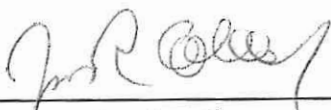
By: 
Scott Hildebran
Manager



SEAL

LESSEE:

BERNHARDT FURNITURE COMPANY (SEAL)

By: 
C, O, O,

Caldwell County

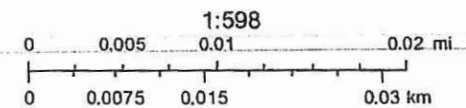
Minutes-City of Lenoir Council Meeting
 Tuesday, December 1, 2020



October 9, 2020

This map is NOT of land survey quality and is NOT suitable for such use.

Exhibit B - Parking & Storage Area



Caldwell County

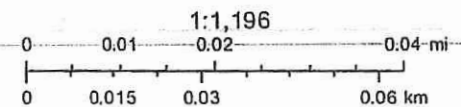
Minutes-City of Lenoir Council Meeting
Tuesday, December 1, 2020



October 9, 2020

This map is NOT of land survey quality and is NOT suitable for such use.

Exhibit A - Overall Plan





BID TAB

Public Bid Opening
Old Broyhill Site Debris Removal Contract
City of Lenoir
November 23, 2020, 2:00 p.m. local time
Public Works/Public Utilities Office

Contractor	Bid Bond (Y/N)	Total Bid (\$)
RCI Demolition – Charlotte, NC	Yes	\$547,071.00
STAT, Inc. – Lenoir, NC	Yes	\$149,500.00
DH Griffin – Hickory, NC	Yes	\$1,290,000.00
Clear Site Industrial – Charlotte, NC		No Bid

Minutes-City of Lenoir Council Meeting
 Tuesday, December 1, 2020

	RCI		STAT	DHG
labor	\$146,520.00	\$18,315.00 per week		
tipping	\$270,000.00	\$45.00 per ton		
equip.	\$40,000.00	\$5,000.00 per week		
haul	\$64,500.00	\$215.00 per load		
bond	\$26,051.00			
bid	\$547,071.00	\$91.18	\$149,500.00 \$124.58	\$1,290,000.00 \$129.00
	per ton \$ (based on bid qty - 6000tn)		per ton \$ (based on bid qty 1200tn)	per ton \$ (based on bid qty 10000tn)