

# **City of High Point**

*Municipal Office Building  
211 South Hamilton Street  
High Point, NC 27261*

## **Meeting Agenda**

**Monday, November 16, 2009**

**4:45:00 PM**

**Council Chambers**

## **Committee of the Whole**

*Rebecca R. Smothers, Mayor  
William S. Bencini, Mayor Pro Tem  
Latimer B. Alexander, IV, Mary Lou Blakeney,  
Foster Douglas, John Faircloth, Michael D. Pugh,  
Bernita Sims, M. Christopher Whitley*

**ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE****PRESENTATION OF ITEMS****FINANCE COMMITTEE - Council Member Whitley, Chair**

*Committee Members - Bencini, Douglas, Alexander*

**090276****Budget Ordinance Amendment - Parks & Recreation Trust Fund - Allen Jay Recreation Center**

Adoption of a Capitol Project Ordinance Amendment for North Carolina Parks and Recreation Trust Fund (PARTF) Funds in the amount of \$500,000 received for the construction of the Allen Jay Recreation Center.

**090277****Westside WWTP Phase 2 - Engineering Services for Contract Administration**

Council is requested to approve amendment No. 6, Contract for Professional Engineering Services for Contract Administration on the Westside WWTP, Phase 2 project in an amount of \$758,914.00.

**090287****Contract - Bid No. 15 - Roadway Improvements -ARRA Funds**

Approval of contract awarding Bid No. 15 for Roadway Improvements with ARRA funds. Purchasing and Engineering Services recommends that contract be awarded to Vecellio & Grogan, Inc. (Sharpe Brothers) in the amount of \$1,651,833.38 which is the lowest responsible and responsive bidder meeting specifications.

**090288****Contract - Used Equipment Purchase - Refuse Truck**

Approval of contract for the purchase of one demo (used) refuse truck to be used in the automated refuse collection program. Purchasing and Fleet Services recommend that contract be awarded to Amick Equipment company, Inc. in the amount of \$188,175.00 which is the lowest responsive and responsible bidder meeting specifications.

**090286****Lease Agreement - City of Greensboro - 607 Idol Street Property**

Council is requested to authorize the City Manager to enter into a ten (10) year lease agreement with the City of Greensboro for the proposed JobLink Center to be located at 607 Idol Street.

**090285****Purchase Agreement - 607 Idol Street**

Council is requested to authorize staff to proceed with the purchase of property located at 607 Idol Street in the amount of \$1,700,000.00.

**Pending Items**

**090050****Revised Economic Incentive Policy**

Council is requested to adopt a revised economic incentive policy redirecting incentive dollars to the Core City and south High Point.

3/5/2009

Committee of the Whole referred

Committee of the Whole

**PUBLIC SAFETY COMMITTEE - Council Member Faircloth, Chair**

*Committee Members - Douglas, Pugh, Alexander*

**090278****Ordinance - Vacate/Close Dwelling - 628 Dorothy Street**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the vacating and closing of a dwelling located at 628 Dorothy Street belonging to Shane and Sherri Kennedy.

**PUBLIC SERVICES COMMITTEE -Council Member Sims, Chair**

*Committee Members - Blakeney, Faircloth, Whitley, Alexander*

**PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair**

*Committee Members - Blakeney, Pugh, Sims, Faircloth*

**Pending Items****090251****University Area Plan - City of High Point**

A request by the City of High Point for consideration of the University Area Plan.

10/19/2009

Committee of the Whole continued

**PUBLIC HEARINGS ON ITEMS****090280****Resolution - Street Abandonment 09-21 - City of High Point**

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed right-of-way between Brentwood Street and New Street, lying east of the Gavin Drive and Brentwood Street intersection.

**090281****Resolution - Street Abandonment 09-22 - City of High Point**

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed alley located between N. Centennial Street and Fourth Street, lying north of Richardson Avenue.

**090282****Lambeth Enterprise, Inc. - Guilford County Landmark Application  
Commercial National Bank Building - Radio Building**

Consideration of an ordinance establishing the building exterior, inclusive of land, and certain interior features of the Commercial National Bank Building, 164 S. Main Street, better known as the Radio Building, as a Guilford County Historic landmark.

**090283****Ordinance - Text Amendment 09-12 - City of High Point re Market Overlay District**

A request by the Planning and Development Department to amend Chapters 1, 4 and 5 of the Development Ordinance to establish the Market Overlay District.

**090284****Ordinance - Rezoning Case 09-10 - City of High Point - Market Overlay District**

A request by the City Council to apply the Market Overlay District to approximately 249 acres in downtown High Point.

**ADJOURNMENT**



## Engineering Services Department

**B. Keith Pugh, P.E.**

DIRECTOR



Date: November 11, 2009

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services *BKPF*

Re: City Council Agenda – Award of ARRA Funded, Roadway Improvements - Deep River Road U-5185, Burton Avenue U-5156A and Clinard Farm Road U-5156B – City Contract ENG-2009-09

On Tuesday, November 10, 2009 the City of High Point received and opened bids for Contract ENG-2009-09, Roadway Improvements. We received six bids:

|                             |                |
|-----------------------------|----------------|
| Vecellio & Grogan, Inc.     | \$1,651,833.38 |
| Yates Construction Company  | \$1,694,059.80 |
| APAC                        | \$1,811,466.25 |
| Triangle Grading & Paving   | \$1,834,935.76 |
| Larco Construction          | \$1,889,763.45 |
| Blythe Construction Company | \$2,042,253.04 |

The availability date of this contract will follow NCDOT concurrence of award and execution of the contract documents. The completion date for the contract work is 330 calendar days from the date of contract execution, anticipated to be on or before November 30, 2010. The Engineer's Estimate for construction is \$2,187,000.

The purpose of this contract is to make roadway safety and functional improvements for three different locations in High Point. The first is to realign Deep River Road from Willard Road to a new intersection with Eastchester aligning with Lake Forest. The second project is for right turn lane improvements from Clinard Farm Road onto southbound Eastchester. The third project is for turn lane improvements On Burton Avenue's eastbound approach to Westchester Drive. Each of these improvements includes new curb and gutter. New sidewalk will be built with the Deep River and Burton improvements.

These projects are being funded through the American Recovery and Reinvestment Act and thus require concurrence of award from NCDOT. We anticipate this concurrence during December.

## Engineering Services Department

PAGE 2 OF 2

ARRA ROADWAY IMPROVEMENTS - AWARD

This contract contains an extension clause that allows the City to extend this contract up to 100 percent beyond the original contract amount.

Engineering Services recommends that City Council approves the bids and authorizes Contract ENG-2009-09 for Roadway Improvements - Deep River Road U-5185, Burton Avenue U-5156A and Clinard Farm Road U-5156B to Vecellio & Grogan, Inc. at the bid amount of \$1,651,833.38.

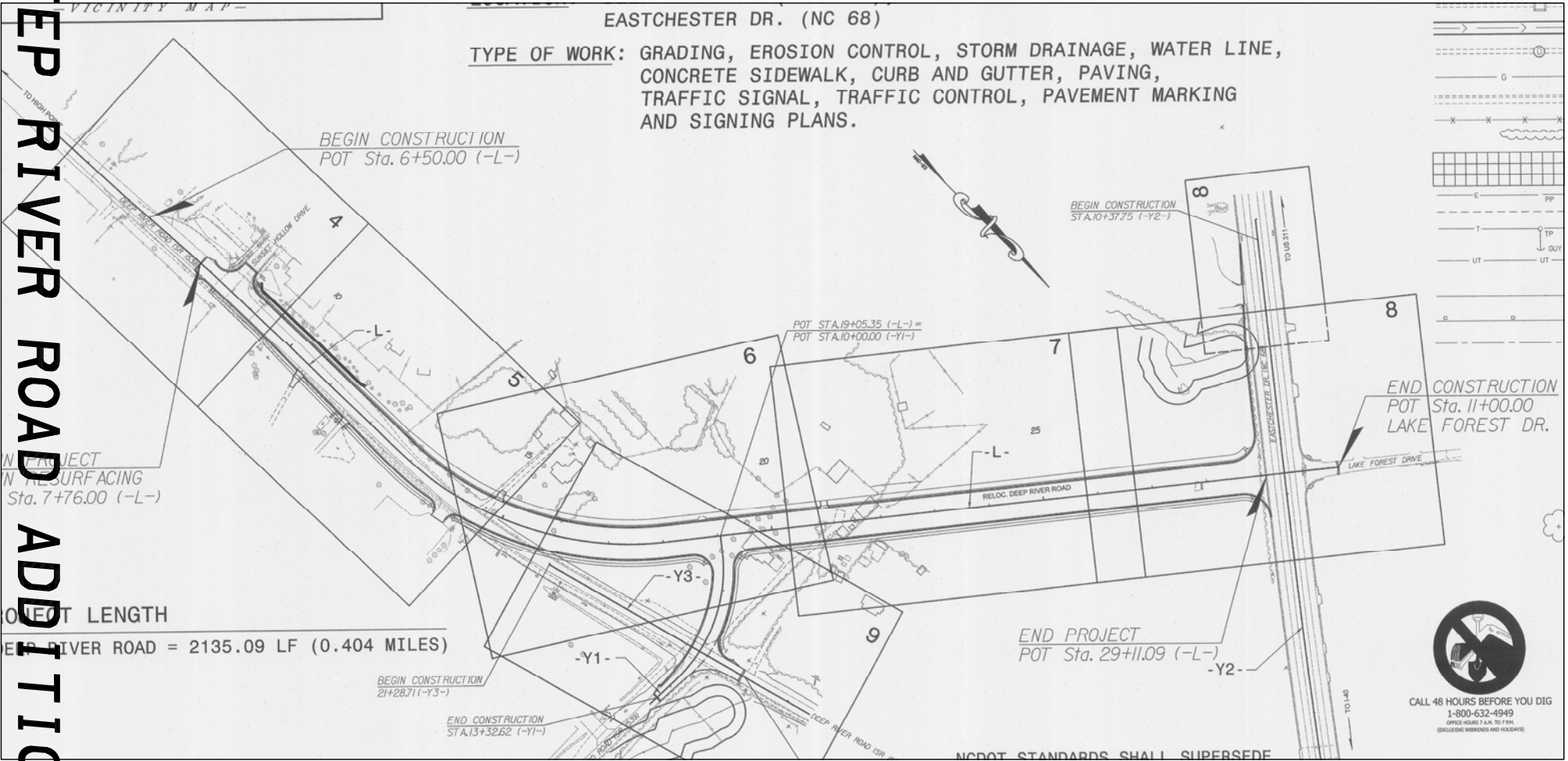
Funding is available in the following account:

|                                  |                |
|----------------------------------|----------------|
| 411610-533701-411001007081-40202 | \$1,651,833.38 |
|----------------------------------|----------------|

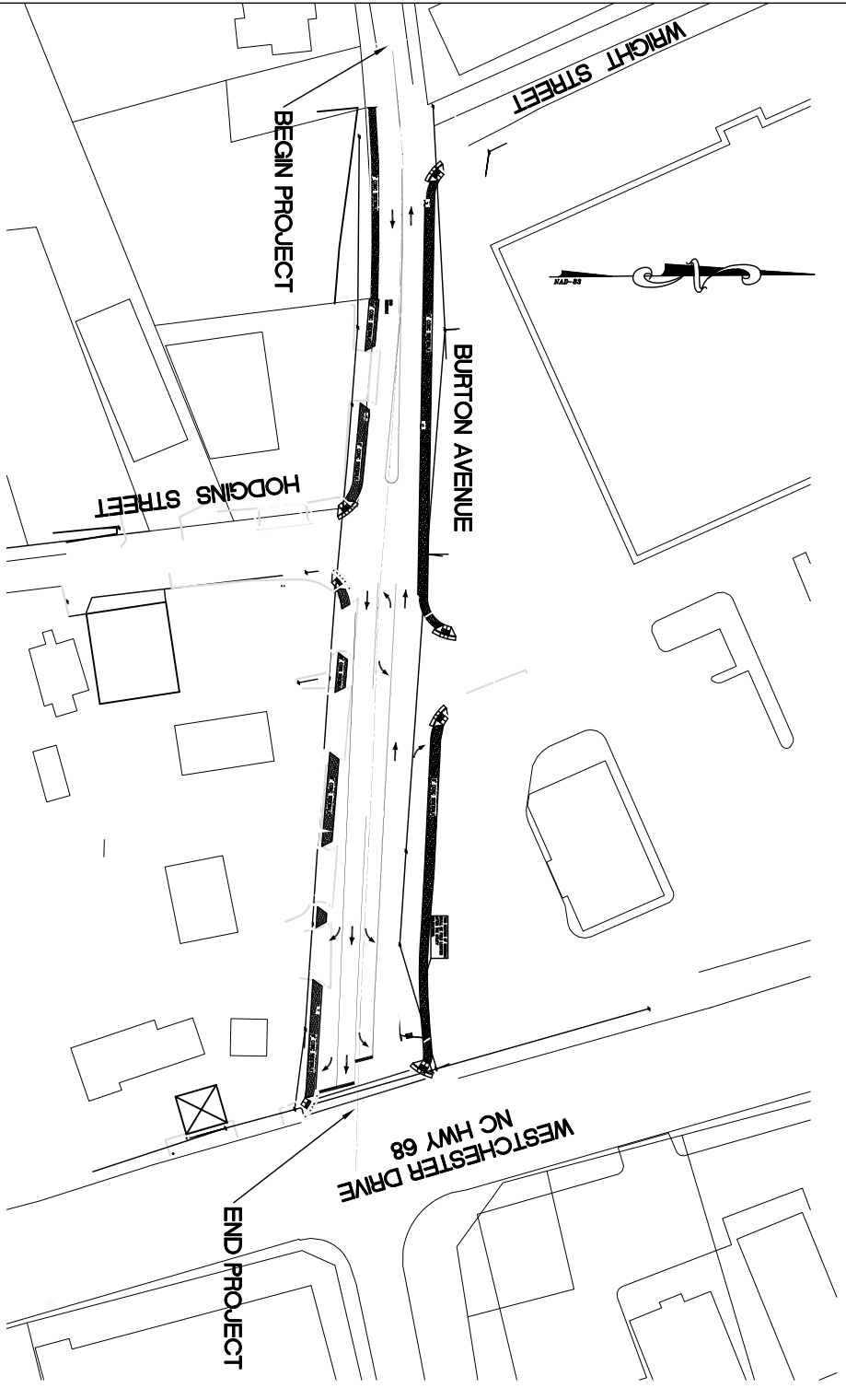
/bkp

Cc: Mr. Jeff Moore, Finance Director  
Mr. Bob Martin, Purchasing Division  
Mr. Mark McDonald, HPDOT  
Mr. John Hunsinger, NCDOT – Division 7  
Mr. Leon Adams, Adams and Clark Enterprises, Inc.

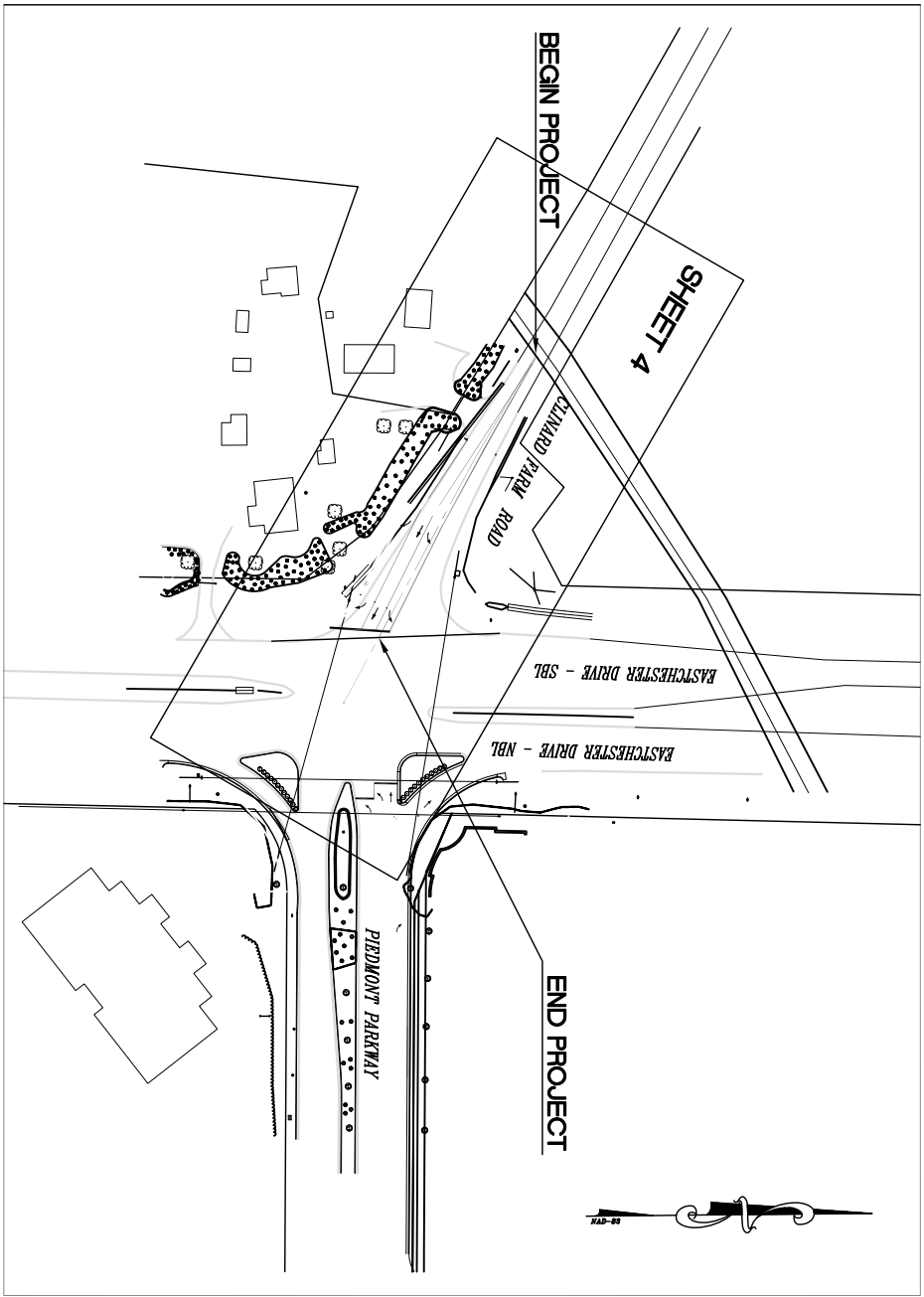
DEEP RIVER ROAD ADDITIONS



BURTON AVENUE ADDITIONS



CLINARD FARM ROAD ADDITION



**BID INFORMATION AND RECOMMENDATION****BID # 15-111009****DATE OPENED:** November 10, 2009**DESCRIPTION:** Roadway Improvements-ARRA Funds**BID PACKAGES DISTRIBUTED:** 6**DEPARTMENT:** Engineering Services**SOURCE OF FUNDS:** 411610-533701-411001007081-40202**BUDGETED AMOUNT:** \$ 2,187,000.00**RECOMMENDED AWARD**

| QUANTITY | DESCRIPTION                       | UNIT PRICE     | TOTAL PRICE    |
|----------|-----------------------------------|----------------|----------------|
| 1 LT     | Roadway Improvements – ARRA Funds | \$1,651,833.38 | \$1,651,833.38 |

**PURPOSE:** The work involves Roadway Improvements for the following locations:

1. Deep River Road (Sunset Hollow Drive to Eastchester Drive at Lake Forest Intersection) TIP #U-5185 widen and realign Deep River Road.
2. Burton Avenue (Westchester Drive to Wright Street) TIP #U-5156A install turning lane and widen on Burton Avenue.
3. Clinard Farm Road at Eastchester Drive Intersection TIP #U-5156B install turning lane on south side of Clinard Farm Road.

**BID TABULATION**

| CONTRACTOR                                                                                                                        | BID AMOUNT   |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------|
| Vecellio & Grogan, Inc. (Sharpe Brothers)<br>P.O. Box 35387<br>Greensboro, NC 27425<br>336-235-2756 – Phone<br>336-235-2743 – Fax | 1,651,833.38 |
| Yates Construction Co.<br>Route 2 Box 278<br>Stokesdale, NC 27357<br>Ph: 336-379-8131<br>Fax: 336-548-1903                        | 1,694,059.80 |
| APAC Atlantic<br>300 S. Benbow Road<br>Greensboro, NC 27401<br>Ph: 336-412-6861<br>Fax: 336-412-6777                              | 1,811,466.25 |
| Triangle Grading & Paving<br>1521 South Huffman Mill Rd.<br>Burlington, NC 27216<br>Ph: 336-584-1745<br>Fax: 336-584-0145         | 1,834,935.70 |
| Larco Construction<br>4130 N. Glenn Avenue<br>Winston-Salem, NC 27115<br>336-767-3500 – Phone<br>336-767-7427 – Fax               | 1,889,763.45 |
| Blythe Construction<br>2911 North Graham St.<br>Charlotte, NC 28231<br>Ph: 704-375-8474<br>Fax: 704-375-7814                      | 2,042,253.04 |

The **PURCHASING DEPARTMENT AND ENGINEERING SERVICES DEPARTMENT** recommend that the contract for **ROADWAY IMPROVEMENTS** be awarded to **VECELLIO & GROGAN, INC (SHARPE BROTHERS)**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$1,651,833.38**.

DATE OF RECOMMENDATION: November 11, 2009

  
Strib Boynton, CITY MANAGER

## PLANNING AND ZONING COMMISSION RECOMMENDATION

On October 27, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Mark Walsh.

### **City of High Point**

### **Street Abandonment Case 09-21**

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed right-of-way between Brentwood Street and New Street, lying east of the Gavin Drive and Brentwood Street intersection.

Mr. Mark Schroeder presented the request to the Commission and recommended approval as outlined in the staff report.

Speaking in favor of the request were Tom Pequa of 301 Brentwood Street and Harlett Barley of 1701 Bristol Place. Both are adjacent property owners and they voiced their support of Street Abandonment Case 09-21.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 09-21, with the retention of an easement for the overhead electric lines, by a vote of 7-0.

**CITY OF HIGH POINT  
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT  
STREET ABANDONMENT CASE 09-21  
October 27, 2009**

| <b>Request</b>                                                        |                                                                                                                                                                                       |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicant:</b><br>City of High Point<br>Technical Review Committee | <b>Proposal:</b><br>An unimproved portion of the Marine Avenue right-of-way between Brentwood Street and New Street, lying east of the Gavin Drive and Brentwood Street intersection. |

| <b>Adjacent Streets</b> |                        |                                     |
|-------------------------|------------------------|-------------------------------------|
| <b>Name:</b>            | <b>Classification:</b> | <b>R/W and Pavement Width:</b>      |
| Brentwood Street        | Major Thoroughfare     | 68 ft. r/w – 52 ft. curb & gutter   |
| New Street              | Sub-collector          | 60 ft. r/w – 22 ft. ribbon pavement |

| <b>Adjacent Property Zoning and Current Land Use</b> |                                    |                                |
|------------------------------------------------------|------------------------------------|--------------------------------|
| North:                                               | Heavy Industrial (HI)              | Manufacturing/Church           |
| South:                                               | Light Industrial (LI)              | Church/Vacant/Residential      |
| East:                                                | Light Industrial (LI)              | Single-family residence        |
| West:                                                | Residential Single-Family-7 (RS-7) | Brentwood Street / Gavin Drive |

| <b>Analysis</b> |
|-----------------|
|-----------------|

The unimproved portion of Marine Avenue (as labeled on the Guilford County Tax Maps) being considered for abandonment contains approximately 0.36 acres in area (varying in width from 20 feet to 45 feet by 565 feet in length). The western half of the right-of-way is sparsely vegetated with a few large oak trees out near Brentwood Street. There is an overgrown driveway that runs within the right-of-way and terminates at 323 Brentwood Street. The eastern half of the right-of-way is heavily wooded and maintained lawn.

Lots that appear to be “land-locked” are owned by adjacent properties with frontage on either Brentwood Street or New Street (see the attached map for common ownerships). Sufficient street connectivity between Brentwood Street and New Street is provided by Hayes Avenue (600 feet north of Marine Avenue) and Wade Place (800 feet south of Marine Avenue).

The western half of the right-of-way contains overhead electric lines for Duke Energy. No other utilities are present within the right-of-way. An easement needs to be retained for the overhead lines.

| <b>Findings</b> |
|-----------------|
|-----------------|

The Technical Review Committee (TRC) reviewed this request on July 29, 2009 and identified no issues that would prevent its abandonment.

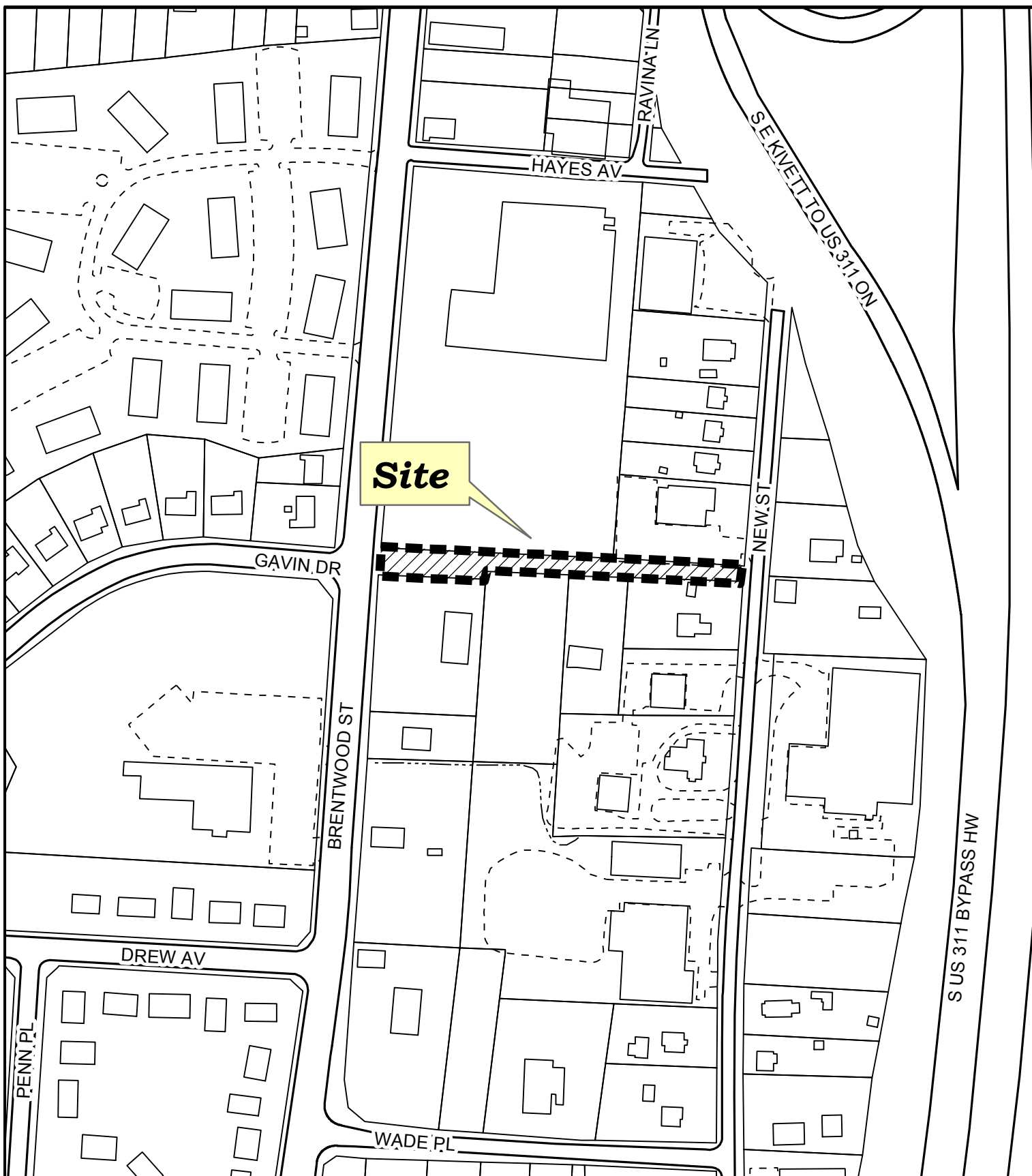
This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and found not to deprive owners in the vicinity of the right-of-way or in the subdivision reasonable means of ingress and egress to their property

### **Recommendation**

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of a 30-foot electric utility easement centered on the existing overhead power lines and supporting guy wires based on preliminary findings that it is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

### **Report Preparation**

This report was prepared by Planning and Development Department staff member Mark Schroeder, AICP, Senior Planner and reviewed by Bob Robbins, AICP, Development Administrator, and Lee Burnette, AICP, Director.



# **STREET ABANDONMENT REQUEST SA09-21**

**Applicant: Technical Review Committee**

**Area: 0.36 acres**



**Location of requested street abandment**

**Planning & Development  
Department**

**City of High Point**

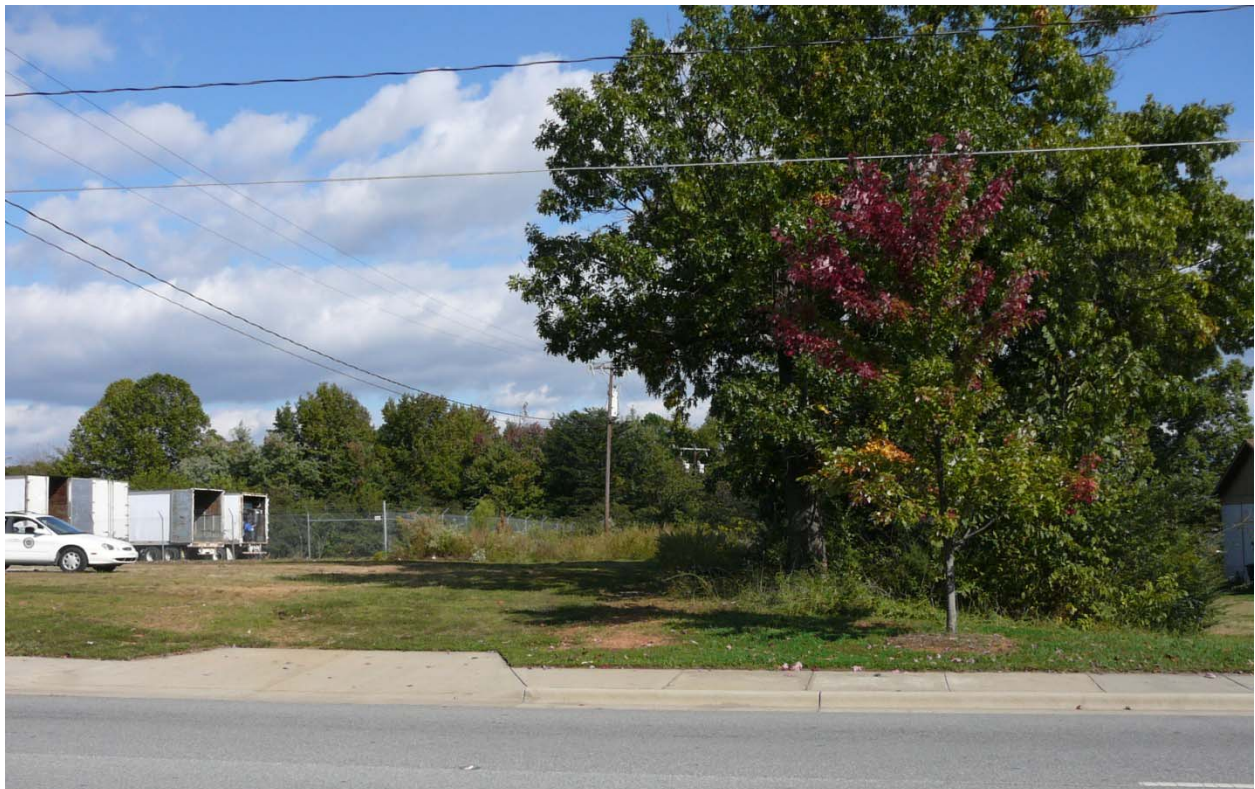
**Date: October 16, 2009**



**Scale: 1"=200'**  
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Attachments: Photographs (October, 2009) and Aerial (February, 2008)



Looking east from Brentwood Street. A concrete driveway apron was installed for access to the existing utility lines and for the overgrown driveway serving 323 Brentwood Street.



Looking west from New Street. Lawn area and possibly a portion of the Miracle Temple Holiness Church parking lot is within the unimproved right-of-way.





Aerial with the abandonment area highlighted.





# **STREET ABANDONMENT REQUEST SA09-21**

**Applicant: Technical Review Committee**

**Area: 0.36 acres**



**Location of requested street abandonment**

**Planning & Development  
Department**

**City of High Point**

**Date: October 16, 2009**



**Not to Scale**

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sa09-21exh.mxd



## Public Services Department

W. Chris Thompson, P.E.  
DIRECTOR



### MEMORANDUM

DATE: November 3, 2009  
TO: Pat Pate, Asst. City Manager  
FROM: W. Chris Thompson, PE, Director of Public Services *W. Chris Thompson*  
SUBJECT: Agenda Item – Westside WWTP, Phase 2 – Amendment No. 6 for Engineering Services for Contract Administration

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Attached is a copy of Amendment No. 6, Contract for Professional Engineering Services for Contract Administration on the Westside WWTP, Phase 2 project. This contract is with our design engineer, Hazen and Sawyer, P.C.

Hazen and Sawyer has provided this service on Phase 1 and is currently doing the design for our next phase as well. This contract is written on an hourly basis of compensation up to a lump sum amount of \$758,914.00.

Funding for this contract will be in account 421779-527105-421001013420-40206 from the revenue bonds to be sold this winter.

Please place this on the agenda for the next Council agenda.

**AMENDMENT NO. 6**  
**CONTRACT FOR**  
**PROFESSIONAL ENGINEERING SERVICES**  
**for**  
**WESTSIDE WASTEWATER TREATMENT PLANT**

THIS AMENDMENT NO. 6 modifies the original Agreement entered into on November, 2004 for engineering services related to the Westside Wastewater Treatment Plant, by and between THE CITY OF HIGH POINT, NORTH CAROLINA (OWNER) and HAZEN AND SAWYER, P.C. (ENGINEERS).

WHEREAS, the OWNER desires to increase the capacity of its Westside Wastewater Treatment Plant and upgrade portions thereof to meet more stringent NPDES permit effluent limits, and

WHEREAS, the ENGINEERS have completed design of the Improvements Phase 2 and the project is going in to construction, the Owner now desires the Engineers to expand the scope of work to provide construction services for the Westside Wastewater Treatment Plant Improvements Phase 2.

WITNESSETH, that the parties hereto do mutually agree as follows:

**ARTICLE I - DESCRIPTION OF PROJECT**

The scope of services related to the project contained in the original Agreement as amended is to be modified by this Amendment No. 6 to include the construction administration for Phase 2 construction at the Westside Wastewater Treatment Plant to include office services, field inspection, operation and maintenance manual and materials testing as described.

**ARTICLE II - SERVICES TO BE PERFORMED**

The following services shall be provided as described in detail in Attachment A:

- Construction Administration Office Services

- Construction Administration Field Services
- Operation and Maintenance Manual
- Materials Testing

### ARTICLE III - SCHEDULE

The work to be performed and the services to be rendered under this Amendment No. 6 shall commence approximately November 1, 2009 as directed by the OWNER and shall be coordinated with the construction schedule.

### ARTICLE IV - COMPENSATION

For the project described in Article I and scope of services described in Article II of the original Agreement as amended and this Amendment No. 6, the OWNER shall pay the ENGINEERS all allowable and allocable costs that are incurred up to the cost ceilings indicated below under Basis of Compensation or the lump sum amounts contained therein.

#### BASIS OF COMPENSATION

|                                            | <u>Lump Sum</u> |
|--------------------------------------------|-----------------|
| Construction Administration Office         | \$256,530.00    |
| Construction Administration Field Services | \$432,384.00    |
| Operation and Maintenance Manual           | \$50,000.00     |
| Materials Testing                          | \$20,000.00     |
| Total                                      | \$758,914.00    |



IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 6 to the original Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

CITY OF HIGH POINT, NORTH CAROLINA

\_\_\_\_\_  
By: Pat Pate  
Assistant City Manager

\_\_\_\_\_  
Date

Witness:

HAZEN AND SAWYER, P.C.

\_\_\_\_\_  
James Cramer, P.E.  
Vice President

By: \_\_\_\_\_  
Robert S. DiFiore, P.E.  
Vice President

APPROVED BY FINANCE OFFICER

This instrument has been preaudited in the matter required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey A. Moore, Director of Financial Services

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fred P. Baggett, City Attorney

**Construction Administration/Construction Services**  
**Westside WWTP Improvements Phase 2**  
**City of High Point**  
**Based on Manhour Estimates/Unit Cost**

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**Construction Administration (Office)**

Notice of Award, Review of Insurance, Preparation of  
Construction Contracts for Execution, and Notice to Proceed

|                                           |             |             |          |
|-------------------------------------------|-------------|-------------|----------|
|                                           | 16 Hours X  | \$105 /Hour | \$1,680  |
| Preconstruction Meeting                   | 16 Hours X  | \$105 /Hour | \$1,680  |
| Project Management<br>24 Months           | 16 Hours X  | \$105 /Hour | \$40,320 |
| Review Meetings<br>24 Meetings            | 16 Hours X  | \$105 /Hour | \$40,320 |
| Submittal Review<br>110 Submittals        | 8 Hours X   | \$95 /Hour  | \$83,600 |
| Interpretations/Clarifications            | 120 Hours X | \$105 /Hour | \$12,600 |
| Pay Requisition Review<br>24 requisitions | 4 Hours X   | \$105 /Hour | \$10,080 |
| Record Drawings                           | 200 Hours X | \$95 /Hour  | \$19,000 |
| Change Orders<br>15 changes               | 30 Hours X  | \$105 /Hour | \$47,250 |
| Operation and Maintenance Manuals         |             |             | \$50,000 |

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|                               |  |           |
|-------------------------------|--|-----------|
| Total Office Construction Fee |  | \$306,530 |
|-------------------------------|--|-----------|

**Construction Administration (Field Services)**

|                     |             |                        |                    |
|---------------------|-------------|------------------------|--------------------|
| Full Time Inspector |             |                        |                    |
| Assume              | 24 Months   |                        |                    |
| Direct Labor Rate = |             | \$37 per hour          | \$6,413 per month  |
| \$6,413             | X           | 2.7 (field multiplier) | \$17,316 per month |
| 24 months           | X           | \$17,316 per month =   | \$415,584          |
| Auto Allowance      | 24 months X | \$700 month            | \$16,800           |

|                            |          |
|----------------------------|----------|
| Concrete and Soils Testing | \$20,000 |
|----------------------------|----------|

|                 |           |
|-----------------|-----------|
| Total Field Fee | \$452,384 |
|-----------------|-----------|

|                                        |                  |
|----------------------------------------|------------------|
| <b>Total Construction Services Fee</b> | <b>\$758,914</b> |
|----------------------------------------|------------------|



AN ORDINANCE ADOPTED BY THE MAYOR AND THE HIGH POINT CITY COUNCIL  
DESIGNATING THE COMMERCIAL NATIONAL BANK BUILDING AN HISTORIC  
LANDMARK

WHEREAS, all the prerequisites to the adoption of the ordinance, as prescribed in chapter 160A, Article 19, Part 3C of the North Carolina General Statutes, have been met;

WHEREAS, the Guilford County Historic Preservation Commission has submitted a report, which is incorporated herein by reference, and recommended in a public hearing that the property described below be designated as an historic landmark;

WHEREAS, appropriate notice has been given of the public hearing as required by law;

WHEREAS, the Guilford County Historic Preservation Commission finds that the property described herein is of historical, architectural, educational, and/or cultural significance, and its preservation should be encouraged so as to safeguard the heritage of the City and County and to promote the use and conservation for the education, pleasure, and enrichment of the residents of the City and County.

NOW, THEREFORE, BE IT ORDAINED BY THE HIGH POINT MAYOR AND CITY COUNCIL.:

Section 1. The Mayor and the High Point City Council accepts the findings of the Guilford County Historic Preservation Commission and adopts the recommendation of the Commission for the preservation of the subject property by the authority set forth in Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes and local ordinance adopted pursuant thereto.

Section 2. The designation includes the exterior of the building, inclusive of land, and interior landmark designation of some of the common areas of the building including the first floor lobby, the circular staircase, the upper level elevator lobbies, marble sheathing, and terrazzo floor, the common passageways and stairwells, the mail slot, and bank vault of the Commercial National Bank Building at 164 S. Main Street and as described by High Point City Tax Map Parcel Number 18-00-0001-0-0001-00-013 and Guilford County Registry Deed Book 3488, page 1784. Owned by Lambeth Enterprises, Inc.

Section 3. The Guilford County Landmark Plaque shall be installed on the property, and such sign shall indicate that such property has been designated as an Historic Landmark. Details of the display of the plaque are to be approved by the Guilford County Historic Preservation Commission before installation.

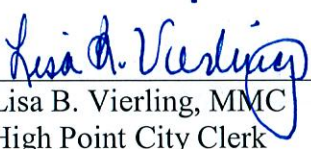
Section 4. The procedures provided by law, including waiting periods, shall be observed prior to demolition, alteration remodeling referred to as the Certificate of Appropriateness process or removal of the designation from the property.

Section 5. A certified copy of this ordinance is to be appropriately recorded with the Register of Deeds, the Tax Department, and Inspections Department in accordance with provisions of Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes and the local ordinance adopted pursuant thereto.

Section 6. This ordinance shall be effective from and after its adoption.

Adopted this 16<sup>th</sup> day of November, 2009 by the High Point City Council.



  
\_\_\_\_\_  
Lisa B. Vierling, MMC  
High Point City Clerk

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November 9, 2009

MEMORANDUM

TO: Strib Boynton  
City Manager

FROM: Louanne C. Hedrick  
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

Attached is a \$500,000 budget amendment for the Parks and Recreation Trust Fund (PARTF) grant funds for the Allen Jay Recreation Center. The funds have been received from the State following completion of the recreation center, and will be appropriated to the Allen Jay project.

Allen Oliver will be available if you have any questions.

cc: Pat Pate  
Randy McCaslin  
Allen Oliver  
Jeff Moore

"A CAPITAL PROJECT ORDINANCE AMENDMENT  
OF THE CITY OF HIGH POINT, NORTH CAROLINA  
FOR NC PARKS AND RECREATION TRUST FUND (PARTF) FUNDS

Be it ordained by the City Council of the City of High Point, North Carolina,  
as follows:

Section 1. The City has received funding from the N.C. Parks and Recreation Trust Fund for funds applied for the construction of the Allen Recreation Center upon its completion.

Section 2. The following additional revenues received by the City of High Point include:

- (A) That the General Bond Projects Fund of the City of High Point, is hereby amended as follows:

|                                   |            |
|-----------------------------------|------------|
| State Grant Funds (411410/411999) | \$ 500,000 |
|-----------------------------------|------------|

- (B) That the following General Bond Projects Fund projects for expenditures as follows:

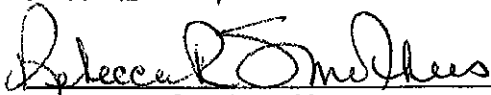
|                                    |            |
|------------------------------------|------------|
| Other Improvements (411410/533701) | \$ 500,000 |
|------------------------------------|------------|

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."



# **N.C. Parks and Recreation Trust Fund (PARTF) 2005-2006 Basic Facts and Assurances**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                          |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Applicant: City of High Point</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <b>County: Guilford</b>                                                                                                                                                                  |  |
| <b>Federal Employer I.D. Number: 56-6000231</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                          |  |
| <b>Local Government's Contact Person:</b><br>Name: Allen Oliver<br>Title: Director<br>Address: 1560 North Main Street Ste.201<br>City/State/Zip: High Point, NC 27262<br>Telephone: (336) 883-3473<br>E-mail: allen.oliver@highpointnc.gov                                                                                                                                                                                                                                                            |  | <b>Chief Elected Official:</b><br>Name: Rebecca R. Smothers<br>Title: Mayor<br>Address: 221 South Hamilton Street<br>City/State/Zip: High Point, NC 27261                                |  |
| <b>Local Government Manager:</b><br>Name: Strib Boynton<br>Title: City Manager<br>Address: 221 South Hamilton Street<br>City/State/Zip: High Point, NC 27261<br>Telephone: (336) 883-3289<br>E-mail: strib.boynton@highpointnc.gov                                                                                                                                                                                                                                                                    |  | <b>Type of project: (check all that apply)</b><br><input type="checkbox"/> Acquisition<br><input checked="" type="checkbox"/> New Construction<br><input type="checkbox"/> Renovation    |  |
| <b>Site Control:</b><br><input checked="" type="checkbox"/> Owned by local government:<br><input type="checkbox"/> Owned by school board:<br><input type="checkbox"/> Leased by applicant for 25 years or more<br>(Date lease expires:           )                                                                                                                                                                                                                                                    |  | <b>Costs rounded to nearest dollar:</b><br>PARTF funds requested:                      \$500,000<br>Local government's matching funds: \$1,100,000<br>Total cost of project: \$1,600,000 |  |
| <b>Recreation Resources Service (RRS) regional consultant: Kathy White</b>                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                          |  |
| <b>Title of project: Allen Jay Recreation Center</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                          |  |
| Provide a brief description of the project: City of High Point is building a new recreation center to replace the old center (building) leased from the Guilford County Schools.                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                          |  |
| <b>Approval by local governing board: (The local governing board must approve this certification.)</b><br><br>I hereby certify the information contained in the attached application is true and correct and the 50% required matching funds will be available during the project period.<br><br>Adopted this day of (give date): November 10, 2005<br><br>Chief Elected Official: <br>Rebecca R. Smothers, Mayor |  |                                                                                                                                                                                          |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                          |  |
| (For applications sponsored by two or more local governments, or a local government and school administrative unit, one copy of this form must be completed and signed by <u>each</u> applicant. One of the local governments must be identified as the primary sponsor of each project.)                                                                                                                                                                                                             |  |                                                                                                                                                                                          |  |

**MEMORANDUM**

**TO:** Honorable Mayor and High Point City Council

**FROM:**  Robert L. Robbins, AICP  
Development Services Administrator

**DATE:** November 16, 2009

**SUBJECT:** Designation of the Commercial National Bank Building (Radio Building) as a Guilford County Historic Landmark

The Commercial National Bank Building, which most of us today know as the Radio Building, completed in 1924, is an eight story Renaissance Revival-style building designed by New York architect Charles C. Hartman, who also designed the Jefferson-Pilot Building in Greensboro and the Atlantic Bank & Trust Building in Burlington. Based on the Chicago School high-rise design that was popular around the country at the time, the Radio Building consists of a base, a center section – or shaft – that is uninterrupted by horizontal lines, and a capital consisting of a frieze and cornice. The building originally housed the Commercial National Bank on the ground floor and offices above. Commercial National Bank failed at the outset of the Great Depression, and the bank space was later occupied by Security National Bank – which became North Carolina National Bank in 1960. NCNB remained there until 1992. WMFR-AM still broadcasts from the eighth floor as it primarily has since 1935, and its antenna sits atop the building. The station is the source of the building's current moniker, The Radio Building. Portions of the office space on several floors have been converted to market showroom space, although there are also non-furniture-related tenants in the building.

The building's history and architecture are discussed fully in the attached application, which contains photos of some of its significant features. The Guilford County Historic Preservation Commission voted unanimously at its meeting on October 20, 2009 to recommend landmark designation to the High Point City Council. At its meeting on November 4, 2009, the High Point Historic Preservation Commission also unanimously voted to recommend its designation.

The designation would include the exterior of the building inclusive of land, and several of the building's interior features, which are listed in the attached draft ordinance. As you know, designation entitles the owner of the building, Lambeth Enterprises, Inc. to apply for a 50% property tax deferral, applicable to both City and County real estate taxes.

**Action Requested:** Motion to approve the ordinance designating the Commercial National Bank building at 164 S. Main St. an Historic Landmark of Guilford County.

---

Administration  
336.883.3328

Planning Services  
336.883.3328

Development Services  
336.883.3328

Inspection Services  
336.883.3151

---

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA  
Fax: 336.883.3056      [www.high-point.net/plan](http://www.high-point.net/plan)      Permit Fax: 336.883.8518      TDD 336.883.8517

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# **Commercial National Bank Building (Radio Building)**

**164 South Main Street**

**Subject Property Boundary** - - - - -

**Planning & Development  
Department**

**City of High Point**

**Date: October 27, 2009**



**Scale: 1"=300'**

y:\ba-pz\2009\pz\radiobldg.mxd

AN ORDINANCE ADOPTED BY THE MAYOR AND THE HIGH POINT CITY COUNCIL  
DESIGNATING THE COMMERCIAL NATIONAL BANK BUILDING AN HISTORIC  
LANDMARK

WHEREAS, all the prerequisites to the adoption of the ordinance, as prescribed in chapter 160A, Article 19, Part 3C of the North Carolina General Statutes, have been met;

WHEREAS, the Guilford County Historic Preservation Commission has submitted a report, which is incorporated herein by reference, and recommended in a public hearing that the property described below be designated as an historic landmark;

WHEREAS, appropriate notice has been given of the public hearing as required by law;

WHEREAS, the Guilford County Historic Preservation Commission finds that the property described herein is of historical, architectural, educational, and/or cultural significance, and its preservation should be encouraged so as to safeguard the heritage of the City and County and to promote the use and conservation for the education, pleasure, and enrichment of the residents of the City and County.

NOW, THEREFORE, BE IT ORDAINED BY THE HIGH POINT MAYOR AND CITY COUNCIL.:

Section 1. The Mayor and the High Point City Council accepts the findings of the Guilford County Historic Preservation Commission and adopts the recommendation of the Commission for the preservation of the subject property by the authority set forth in Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes and local ordinance adopted pursuant thereto.

Section 2. The designation includes the exterior of the building, inclusive of land, and interior landmark designation of some of the common areas of the building including the first floor lobby, the circular staircase, the upper level elevator lobbies, marble sheathing, and terrazzo floor, the common passageways and stairwells, the mail slot, and bank vault of the Commercial National Bank Building at 164 S. Main Street and as described by High Point City Tax Map Parcel Number 18-00-0001-0-0001-00-013 and Guilford County Registry Deed Book 3488, page 1784. Owned by Lambeth Enterprises, Inc.

Section 3. The Guilford County Landmark Plaque shall be installed on the property, and such sign shall indicate that such property has been designated as an Historic Landmark. Details of the display of the plaque are to be approved by the Guilford County Historic Preservation Commission before installation.

Section 4. The procedures provided by law, including waiting periods, shall be observed prior to demolition, alteration remodeling referred to as the Certificate of Appropriateness process or removal of the designation from the property.



Section 5. A certified copy of this ordinance is to be appropriately recorded with the Register of Deeds, the Tax Department, and Inspections Department in accordance with provisions of Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes and the local ordinance adopted pursuant thereto.

Section 6. This ordinance shall be effective from and after its adoption.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

## GUILFORD COUNTY HISTORIC PRESERVATION COMMISSION

The Guilford County Historic Preservation Commission met on October 20, 2009 at 6:00 p.m. in the Horseshoe Room, located on the Second Floor of the Old County Courthouse, 301 W. Market St., Greensboro, North Carolina.

MEMBERS PRESENT: John Buford, Chairman; Mary Browning, Jo Leimenstoll (arrived at 6:20 p.m.), Jerry Nix, Abigail Pittman, Flo Scott, Christian Thoma, and Julius Spradling (arrived at 6:45 p.m.)

MEMBERS ABSENT: Tina Barber, Terry Hammond, and Melinda Trevorrow

STAFF: Les Eger, Ex-Officio Secretary  
Crystal Maurer, Deputy Clerk

### CALL TO ORDER

Chairman John Buford called the meeting to order at 6:05 p.m.

### APPROVAL OF MINUTES

Chairman Buford asked for a motion to approve the September 15, 2009 minutes.

Ms. Leimenstoll moved approval of the September 15, 2009 minutes. Ms. Scott seconded the motion.

The motion carried 6-0 on the following roll call vote:

|                 |             |           |           |           |
|-----------------|-------------|-----------|-----------|-----------|
| ROLL CALL VOTE: | Barber      | _____     | Pittman   | ____yes__ |
|                 | Browning    | ____yes__ | Scott     | ____yes__ |
|                 | Buford      | ____yes__ | Spradling | _____     |
|                 | Hammond     | _____     | Thoma     | ____yes__ |
|                 | Leimenstoll | _____     | Trevorrow | _____     |
|                 | Nix         | ____yes__ |           |           |

### HELD PUBLIC HEARING AND ACCEPTED THE NOMINATION OF THE COMMERCIAL NATIONAL BANK BUILDING IN HIGH POINT FOR LANDMARK DESIGNATION

Chairman Buford opened the public hearing and swore in two individuals present to give testimony at the hearing.

Mr. Les Eger, Planning Department, stated that there were no staff comments at this time.

Chairman Buford asked for the proponents of the application to come forward at this time.

Ms. Candace Lambeth Kime presented an overview of the architectural and historic significance of the Commercial National Bank Building (also known as the Radio Building). She stated that the building is historically significant because it mirrors the growth of High Point and the banking industry in the area.

Ms. Pittman asked which parts of the interior would be included in the designated.

Ms. Lambeth stated that the common areas of the building including the entry, newsstand, staircases, safe, and lobbies on each floor were included in the application.

Mr. Nix expressed concern about how the Tax Department would assign value since some areas in the interior will be included in the designation while other areas such as the showrooms will not.

Mr. Benjamin Briggs stated that the main concern is protecting the important interior features and the Tax Department has performed this type of valuation in the past so it should not be a substantial concern to the Commission when evaluating the application.

Ms. Leimenstoll suggested that the application could put detail into the interior features to clarify the areas.

Ms. Nix stated that he felt page two of the application encompasses the interior features very well.

Mr. Briggs addressed the Commission in support of the application. He stated that the building is iconic for the City of High Point and one of the best examples of architecture by Charles Hartman.

Chairman Buford asked those present to give their names and addresses for the record.

Ms. Lambeth stated her name and address at 200 Madison Ave., Greensboro.

Mr. Briggs stated his name and address at 1753 Penny Rd., High Point.

Mr. Nix pointed out an e-mail received by staff from Ann Swallow at the State Office of Archives and History. He said Ms. Swallow had concerns that the building had lost its exterior cornices and the interior had been altered and therefore the building has lost its architectural significance.

Chairman Buford stated that the Commission always submits the application to the State for their opinion but as a quasi-judicial board, they can give whatever weight they would like to the opinion as part of the evidence.

Mr. Thoma asked if the Commission must consider both architectural and historical significance.

Mr. Nix stated that in some cases the historical significance can outweigh the architectural deficiencies.

Mr. Thoma stated that the offices on the 8<sup>th</sup> floor of the building had been restored and he asked if they were to be included in the designation.

Mr. Briggs stated they were not because they were trying to standardize the areas mentioned in the application to minimize confusion.

Mr. Nix made a motion to accept the nomination of the Commercial National Bank at 164 S. Main St., High Point for exterior landmark designation, inclusive of land, and interior landmark designation of some of the common areas of the building including the first floor lobby, the circular staircase, the upper level elevator lobbies, marble sheathing, and terrazzo floor, the common passageways, and bank vault based on the historical importance of the building to the City of High Point and the banking industry and the architectural importance as the first skyscraper in High Point which was designed by architect Charles Hartman.

Ms. Leimenstoll asked to include the stairwells and the mail slot in the designation. Mr. Nix accepted.

Mr. Thomas seconded the motion and commented on the building's importance to the City of High Point.

Ms. Pittman pointed out that the zoning in the application is incorrect, as it should be listed as CB - Central Business.

Ms. Lambeth stated that she would correct the application.

The motion to accept carried 7-0 on the following roll call vote:

|                 |             |           |           |           |
|-----------------|-------------|-----------|-----------|-----------|
| ROLL CALL VOTE: | Barber      | _____     | Pittman   | ___yes___ |
|                 | Browning    | ___yes___ | Scott     | ___yes___ |
|                 | Buford      | ___yes___ | Spradling | _____     |
|                 | Hammond     | _____     | Thoma     | ___yes___ |
|                 | Leimenstoll | ___yes___ | Trevorrow | _____     |
|                 | Nix         | ___yes___ |           |           |

Chairman Buford stated that the nomination would now be submitted the City of High Point.

Ms. Pittman asked Mr. Eger to let her know what date this will be scheduled to go before the City Council, as she would like to attend the meeting.

Mr. Nix stated that he hoped this item would be considered by High Point before January 1.

#### **POSTPONED ELECTION OF OFFICERS**

Chairman Buford stated that staff researched this issue and it appears that the last elections were held in October 2008. He asked if the Commission members would like to hold the elections now or wait until the spring, which was the usual practice of the Board to coincide with the Commissioners term expirations.

By consensus, the Commission agreed to postpone the elections and revisit the issue in April 2010.

#### **SET 2010 MEETING SCHEDULE**

Mr. Eger presented the proposed meeting schedule for 2010.

The Commission discussed the meeting schedule and it was the consensus to move the December meeting to December 14<sup>th</sup> due to the proximity of the holidays.



Mr. Eger stated that he would like to move the location of the meetings to the 5<sup>th</sup> Floor Conference Room in the Independence Building as it has just become available for meetings. He stated that the location would be more convenient for staff and would provide ample free parking for the Commission and the public.

Mr. Eger stated that the County has secured the services Triad Reporting to take the minutes for the Commission. He said he is familiar with the work of the service and they provide the same functions to the City of Greensboro.

Julius Spradling entered the meeting at 6:45 p.m. He apologized for this lateness and stated that he thought the meeting was at 7:00 p.m.

Mr. Eger introduced Mr. Spradling as the newest appointee to the Commission.

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:50 p.m.

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John Buford- Chairman

---

Les Eger, Ex-Officio Secretary

**GUILFORD COUNTY  
PLANNING & DEVELOPMENT DEPARTMENT**

**HISTORIC PRESERVATION COMMISSION**

**Application for the Designation of an Historic Landmark**



**Landmark Application**

**HISTORIC NAME OF PROPERTY:** The Commercial National Bank Building

**ADDRESS OF PROPERTY:** 164 South Main Street, High Point, NC 27260

**TAX MAP, BLOCK, LOT #:** Map 1, Block 1, Lot 13

**DEED BOOK & PAGE #:** Book 61, Page 164; Book 364, Page 370-371; and  
Book 1483, Page 127

**PLAT BOOK AND PAGE #:** Book 3488, Page 1784

**ZONING:** CB

**Property Owner's Address & Phone:**

Lambeth Enterprises Inc.  
164 South Main Street  
High Point, NC 27260  
(336) 883-0525  
[radiobuilding@yahoo.com](mailto:radiobuilding@yahoo.com)  
[www.radiobuilding.com](http://www.radiobuilding.com)

**Applicant's Address & Phone:**

Candace MacAulay Lambeth Kime  
2005 Madison Avenue  
Greensboro, NC 27403  
(336) 373-1025 (H) (336) 601-5532 (C)  
[radiobuilding@yahoo.com](mailto:radiobuilding@yahoo.com)  
[www.radiobuilding.com](http://www.radiobuilding.com)

**I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE  
STATEMENTS ARE TRUE AND ACCURATE TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.**

I also acknowledge that the Guilford County Historic Preservation Commission may require additional information.

Candace L. Kime

I am applying for exterior designation, inclusive of land, and interior designation of the following common areas of the building, including the first floor lobby, the circular staircase, the bank vault, the mailbox and chute which stretches from the first to the eighth floor, the lower level lobby and the lobbies on the second through eighth floors, the marble sheathing, the terrazzo floors, the interior stairway and its well hole, and the common passageways. I acknowledge that any alterations of the designated property require a Certificate of Appropriateness issued by the Guilford County Historic Preservation Commission.

Candace L. Kime







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## 1. STATEMENT OF SIGNIFICANCE:

The eight-story Renaissance Revival-style Commercial National Bank building, located at 164 South Main St. (corner of Main and Commerce streets) is one of High Point, NC's, principle early 20<sup>th</sup> century landmarks.<sup>1</sup> Architect Charles C. Hartmann, who had been recruited from New York City to design the Jefferson-Pilot Building in Greensboro, NC, designed the building in 1921-22, around the same time he was also designing the Atlantic Bank and Trust Building in Burlington, NC. High Point contractor, R.K. Stewart and Son, began construction of the steel-frame structure in April, 1922, and completed work in 1924. Bank President J. Elwood Cox heralded the newly opened bank building as the "finest in North Carolina." The opening day crowd numbered 2,500, and all were given souvenirs—letter openers for men and notebooks for women.

Interest in skyscraper construction in High Point in the first half of the twentieth century was part of a larger trend, as civic pride encouraged banks, hotels and corporations to raise impressive skylines across the state.<sup>2</sup> High Point was coming out of a time of disease and major labor disputes, and skyscrapers were considered symbols of being a model industrial city.<sup>3</sup> In High Point the 1920s construction boom also included the 10-story Sheraton Hotel (1921,) and the 10-story (at the time) Southern Furniture Exposition Building (1919-1921.) The Commercial National Bank building quickly became a hub of local activity for the population of approximately 23,000. Not only could one do one's banking, but also one could see one's dentist, doctor, hairdresser, barber, lawyer, or insurance agent. Almost every person in High Point remembers the blind man who operated the newsstand on the right as one entered the building.

The Commercial National Bank building is based on the Chicago School high-rise design popular around the country in the late 1800s and early decades of the 1900s. Architect Louis Sullivan created this commercial building form consisting of a base, a shaft uninterrupted with horizontal lines, and a capital consisting of a frieze and cornice. The tripartite division expressed Sullivan's belief that form must follow function: each section differentiated the activities on the inside of the building with the ground floor typically being entrances, lobbies, and shops; the midsection, offices; and the uppermost, mechanical equipment. In the Commercial National Bank building, an excellent example of the Sullivan form, the first and mezzanine floors housed banking activities, the second through the eighth housed offices, and the top floor, all of the building's mechanics.

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<sup>1</sup> Bishir, Catherine W. , and Michael T. Southern. *A Guide to the Historic Architecture of Piedmont North Carolina*. Chapel Hill and London: University of North Carolina Press, 2003, p. 341.

<sup>2</sup> Briggs, Benjamin. *The Architecture of High Point, North Carolina*. History Press, Charleston, S.C., 2008, p. 54.

<sup>3</sup> Roth, Leland M. *Understanding Architecture*. New York: Icon Editions, An Imprint of Harper Collins Publishers, 1993, p 278.

The structure's form, alluding to a classical column—a stone base with an arched entry, a shaft of six-story pilasters and a capital-like top, is typical of the Neoclassical style popularly used for office towers of the period. Renaissance details include bracketed architraves at the first-floor windows, an elaborate keystone over the front entry arch, and an impressive entablature at the top floor.<sup>4</sup>

The Commercial National Bank was organized in 1891 and, while it helped finance the development of many High Point businesses, it also grew into one of the largest banks in the state.<sup>5</sup> At the grand opening of the building in 1924 Charles F. Tomlinson, a local furniture manufacturer and member of the bank's Board of Directors, said, "If the bank were darkened for several days so it could not transact business, it would halt the industrial activity here."<sup>6</sup> Architect Hartmann called the building a credit to the city.

The Commercial National Bank failed during the Great Depression. After 1936 the Security National Bank occupied the building until its merger with the American National Bank of Charlotte in 1960, forming North Carolina National Bank (NCNB). The banking area of the building was remodeled in 1963 by architect William Freeman. NCNB occupied the building until 1992, when it moved to a new location at the corner of North Main and Church streets and is now known as Bank of America.

With its position at the corner of Main and Commerce Streets, the Commercial National Bank building sat in the heart of High Point's business center. City directories show the diverse businesses listed in surrounding blocks, including physicians, lawyers, furniture stores, dry-goods stores, real estate offices, civil engineers, a meat market, a grocery store, and directly across the street, the post office. Apartments and rooms for rent above many of the first-floor businesses made the area a bustling center of commercial activity.<sup>7</sup> Eventually, as the International Home Furnishings Market grew and the bank moved to new headquarters, Lambeth Enterprises Inc, owner of the building beginning in 1945, began converting several floors to showroom space, although non-furniture-related businesses are also tenants in the building. In addition WMFR-AM Radio broadcasts from the eighth floor, as it primarily has since 1935, giving the building its current moniker, The Radio Building. The station's tower sits on the roof.

In an article written by reporter Martha Clontz, which appeared in the High Point Enterprise on April 25, 2001, Nancy High, then chief executive officer of the International Home Furnishings Marketing Association, said "The Radio Building has been and continues to be an important landmark in the High Point central business district. It has withstood the ravages of time by recreating itself to meet various

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<sup>4</sup> Briggs, p. 54.

<sup>5</sup> Sizemore, Frank J., ed., *The Buildings and the Builders of a City: High Point, North Carolina*. High Point: Hall Printing Company, 1947, p. 243.

<sup>6</sup> Sizemore, p. 244.

<sup>7</sup> Bishir, p. 339.

commercial needs over the years. Most recently, under the management and care of the Lambeth family, the building has become not only desirable office space but also attractive home furnishings showrooms and is an enviable address in the heart of the showroom district.”<sup>8</sup>

The James E. and Helen M. Lambeth family purchased the building from Richardson Realty Inc. in 1945. At the time the Security National Bank was the resident bank. Later generations of the family have operated it continuously ever since.

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<sup>8</sup> Clontz, Martha. “Standing Tall: Radio Building has weathered many changes,” *High Point Enterprise*, High Point, NC, April 25, 2001, p. D-1.

## MAP 1

TAX MAP  
BLOCK 1, LOT 13

4/08/09

1 inch equals 100 feet

AFTER





Sanborn Insurance Map.  
 Sanborn Insurance Company,  
 Accessed through NC Live,  
 High Point Public Library, 8/17/09



## Guilford County, NC



*Disclaimer:* While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale  
1 inch = 100 feet

EXHIBIT A

BEGINNING at an iron pin on the west right of way of South Main Street, the northeast corner of property of Lambeth Enterprises, Inc. (NCNB property); running thence along the line of Lambeth Enterprises, Inc. South 80° 45' 45" West 125.46 feet to a nail, the northwest corner of property of Lambeth Enterprises, Inc.; continuing thence along the west line of Lambeth Enterprises, Inc. South 09° 05' 08" East 50.26 feet to a nail on the north right of way of East Commerce Avenue, which nail is 20.4 feet north from the back of the curb; running thence along the north right of way of East Commerce Avenue South 80° 44' 58" West 76.38 feet to a nail, a corner of Ralph O. Starnes; running thence along the line of Starnes North 08° 22' 27" West 132.68 feet to a nail; a corner of Starnes, in the line of Orpheum Associates (formerly the Old Center Theatre); running thence along the line of Orpheum Associates North 81° 34' 03" East 200.22 feet to an iron pin on the west right of way line of South Main Street, said iron pin being 13.97 feet west from the back of the curb; running thence along the west right of way of South Main Street South 09° 04' 21" East 79.57 feet to the point and place of BEGINNING. TOGETHER WITH AND INCLUDING a ten (10) foot easement across the rear of Lambeth Enterprises, Inc. property as set forth in Book 364, at Page 370, and subject to an easement for air and light in favor of Lambeth Enterprises, Inc. as set forth in Book 364, at Page 370. TOGETHER WITH all wall rights of Grantor, and subject to any wall rights of adjoining property owners. TOGETHER WITH all rights in all leases on the property, and subject to rights of tenants in possession. The same being shown on survey by Davis-Martin-Powell & Associates, Inc., dated 12-20-85, Job No. S-22971.

BK3488PG1784



### 3. ARCHITECTURAL

The Commercial National Bank Building, or The Radio Building, as it is presently known, is located at the northwest corner (164) of Main Street at the intersection of Commerce Street. In a six-block radius of the building sit High Point's other original tall buildings, including the five-story North Carolina Savings Bank and Trust Company Building (1908) at 126 North Main Street, the ten-story (now 14-story) Southern Furniture Exposition Building (1919-1921) at 209 South Main Street, and the ten-story Sheraton Hotel (1921) at 400 North Main Street.

Begun in 1922 and completed in 1924, the Commercial National Bank building is a rectilinear structure, 50 feet wide and 115 feet deep, and covers approximately 5,750 square feet of land. The entrance is on the 50-foot side that faces Main Street. The long side faces Commerce Street. The building utilizes a steel frame structure that supports a two-way ribbed concrete floor slab system. It is supported on shallow spread concrete footings. The Standard Concrete-Steel Company of Baltimore, Maryland, provided the steel and concrete. Eight stories tall, the building includes a full basement, front and back mezzanines, and an equipment room in what is called the crow's nest above the eighth floor. On the side of the building a ten-foot alleyway leads to a freight elevator.

Following Louis Sullivan's basic form, the two-story street-level portion of the building forms the base and is covered in Mt. Airy, N.C., granite and Tuckahoe, N.Y., granite from the Benedict Stone Company. The front of the bank was centered on the short side of the building facing Main Street. A segmental window covered with metal work once sat over the arched entrance that was fitted with revolving doors. The door's entablature, supported by brackets, included two eagle sculptures. An elaborate keystone, which remains, topped the entire entryway arch. Windows covered in metal grates framed the doors. Two one-story windows on either side of the entry arch had steel frames and sashes. Hood molding with decorative brackets topped each window. Smaller, square windows with steel frames and sashes sat over those. The belt course terra cotta decorations include a partial fluted column flanking the outside edges of the building as well as dentil moldings under a slight overhang. Above the second floor the exterior facing material is a combination terra cotta of granite texture and finish with a rough textured buff brick field. The lot line side and rear elevations are faced with the same brick as laid up on both street elevations. Therefore, according to a booklet published by the bank for the opening of the building, "The building will be pleasing in appearance when viewed from every angle."<sup>1</sup>

Revolving doors led into the lobby with its travertine marble walls and mosaic marble floor. From there customers could walk through sliding brass doors into a two-story banking lobby free of columns and outfitted in Caen stone and brass. The aforementioned booklet called attention to the fact that in the banking room there were no obstructions such as columns and that large, arched windows would "give an abundance of light, and the high ceiling, together with the electric ventilating system, furnish a generous supply of fresh air."<sup>2</sup>

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<sup>1</sup> "The Commercial National Bank, opening day booklet," 1924, p. 3.

<sup>2</sup> Ibid., p. 5,

The bank vault, in use today as a break room, has 18-inch-thick concrete walls with two-inch-thick drill-proof steel. The circular door of the vault is of solid 16-inch steel, weighing 24 tons, with “all safety devices which will be of interest to our customers and offers the latest known security and protection,”<sup>3</sup> as the booklet reported.

Customers could also choose to take the circular staircase with its marble-lined walls, mahogany handrail, and metal newel posts and balusters up to the second floor. Past the stairway was the elevator lobby, again with travertine marble walls and mosaic marble floors, where two traction passenger elevators operated by women throughout the working hours took people up to the second through eighth floors.

The mezzanine level occupied the second floor of the building. The front mezzanine contained a large committee room, which the public was invited to use free of charge for any meetings promoting the general welfare of the community, and the Board of Directors’ room which had wood-paneled wainscoting and fluted pilasters. An elaborate plaster design of interlocking circles decorated the ceiling of the Directors’ Room. A balcony in the hallway past the elevator lobby looked out into the bank. In the back section of the mezzanine bank work area, the ceilings had coved moldings where the walls met the ceiling and even more elaborate stepped plaster moldings toward the center of the ceiling. Cork tiles covered the floor.

The center portion of the building, or shaft of the column, is sheathed in rough textured brick and terra cotta that mimics granite. This section contains seven stories of offices. The front of the building has six windows, grouped in three pairs. The windows are double-hung with one-over-one panes and have terra-cotta sills. The longer side facing Commerce Street has seven pairs of windows. Undecorated terra-cotta panels separate the window pairs.

The elevator lobbies on the office floors have marble wainscoting and marble mosaic floors. The hallway floors are also marble mosaic while the floors of the offices themselves are concrete. The bottom two-thirds of the hallway walls are plaster while the top third contains opaque glass panels. Above each door is a transom light. The office baseboards, shoulder moldings, and picture moldings are dark mahogany wood.

An interior stairway is one of the most unique features of the building. From the top of the eighth floor, when one peers over the mahogany railings, seeing the seven stories below, it can be a dizzying experience,<sup>4</sup> reporter Martha Clontz wrote in an article in the High Point Enterprise on April 25, 2001. Architect Peter Freeman, son of William Freeman, who designed the bank lobby renovation in the 1960s, said that the stairwell, in the era before air conditioners were installed in offices, would have augmented the air circulation in the building. Mrs. Clontz wrote that some older residents of the building, including her husband James Clontz, an attorney who had an office in the building for over forty years, recall going into the building when doors to all the offices were open, electric fans were whirring on the desks and the windows were open to create cross-ventilation. According to Mr. Clontz, summer temperatures in the building were bearable except for the hottest August days.

Other features mentioned in the original booklet included “a lavatory with cold water supply installed in every office and a drinking fountain in the elevator lobby for public

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<sup>3</sup> Ibid., p. 5.

<sup>4</sup> Clontz. “Standing Tall.”

use.” Public toilets with tile floors and marble walls were described as “modern and sanitary.” A “Ladies Parlor” was to the right of the entrance to the banking room and “ladies of the community are cordially invited to use these rooms at all hours of the day, with a telephone and every feature pertaining to the comfort of our lady customers.”<sup>5</sup>

Like Sullivan’s high-rise model, the original capital of the Commercial National Bank building was its crowning glory. The frieze had rectangular one-over-one windows separated by Indian head coins and other coin designs, including a twenty-dollar gold piece, carved out of terra cotta. Above the windows and coins in the frieze was a band of square terra-cotta blocks. A simple terra-cotta cornice capped the building. The top section of the building housed, among other components, the elevator mechanics and a water tank.

Changes to the exterior have occurred over the years, but the overall presence and stature of the building remains. Exterior changes include the loss of the front door’s entablature and the metal grate covering the segmental window as well as the revolving doors. Three of the windows on the Commerce Street side of the building have been covered over and the two remaining windows are partially covered. The capital no longer exists, possibly removed for safety during the 1960s building renovation and replaced with a metal grid which supports floodlights.

Inside, the entrance lobby ceiling has been lowered, the travertine marble removed from some of the walls, and the marble mosaic removed from the floors. However, the circular stair with travertine marble walls still greets visitors, as does the former newsstand with original travertine marble walls and mosaic marble floors. The mail chute still exists between the elevators, and postal workers still collect mail from it daily. The sliding brass doors into the main banking lobby have been removed, replaced by glass doors and a glass surround. Inside the banking lobby a dropped false ceiling conceals the original plaster ceiling, and the banking cages have been removed. But the bank’s vault still anchors the back of the space, and the lobby’s vast open feeling could be restored if the dropped ceiling were removed.

On the front mezzanine the original fluted columns that decorated the exterior walls of the Board of Directors’ room have been found in the basement. Under the room’s dropped ceiling, the original plaster ceiling of interlocking circles in what could be its original paint color still exists. In the back section of the mezzanine the original cork floor also exists, as does much of the plasterwork, such as Indian head coins, \$20 gold pieces, and brackets that framed the upstairs windows. The coved ceilings and what could be the original paint still exist as well.

While most of the office floors remain intact, room partitions on some floors have been removed in order to convert the offices into furniture showroom space. The ceilings in the hallways and offices have been lowered eighteen inches and 12 inches respectively, but the present owners have undertaken the process of returning the ceilings to their original height. Similarly, the carpet has been removed from several of the marble floors and the floors have been restored. In most instances the glass wall partitions exist under wallpaper, and some of these have been uncovered as well. Original brass thermostats are still affixed to the hallway, bathroom, and office walls, and postal workers still stuff mail through brass delivery slots in the doors. A few of the large globe-like fixtures with

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<sup>5</sup> “The Commercial National Bank,” p. 5.



brass fittings escaped the building's 1960's remodel that included the installation of fluorescent lights.

The manually-operated elevator cars have been replaced, but the original mechanics of the system still operate the elevators today. The original 10,000 gallon water tank is no longer in use. The building uses a radiator system for its heat.

#### 4. HISTORICAL

The Commercial National Bank building is the premier office building constructed in the City of High Point, North Carolina, during the first half of the twentieth century, and the first major office building in High Point after construction of the North Carolina Savings Bank and Trust Building on North Main Street in 1908. The building was designed by Architect Charles C. Hartmann of Greensboro and constructed between 1922 and 1924 by R.K. Stewart and Son of High Point.

The twenties were an exciting time in the life of High Point. One article, published on September 11, 1922, captured the spirit of times. The headline and multiple subheadlines were as follows:

***PROGRESSIVE SPIRIT MAKES HIGH POINT A LEADING CITY***  
***Growth for Past Few Years is of Phenominal (sic) Kind***  
***Buildings Are Being Erected in Every Section of the City At Present***  
***MANY BIG ENTERPRISES***  
***Today Finds High Point in the Midst of Greatest Building Era in History***  
***BUSINESS IS NOW GOOD***  
***Manufacturers and Merchants of the City Are Overly Pleased***  
***With Business Outlook for the Year<sup>1</sup>***

The article, written by reporter, J. Worth Bacon, read in part as follows:

*While reports of great building eras, increased manufactured output and generally improved business conditions are being received in High Point from various sections of the United States every day, there are at the same time conditions existing in this little city that offer convincing proof of the upward trend of business and the progressiveness of High Point citizenship. The city, as a whole, is enjoyed marked prosperity and is on the road to that one goal—the leading municipality of the commonwealth.*

*It is not necessary for any one individual to conduct a searching investigation to determine the growth of the Furniture City. All around us there are evidences of High Point's growth and the farsightedness of our citizens. Even the census figures show us that the city has grown remarkably during the past ten or twenty years. But, that is not necessary, the town itself showing that High Point has grown up overnight.*

*There has been no command to halt this growth. The city is growing every day and it will continue to grow from day to day and year to year until it has become a great big city.... The citizens are talking growth, they are thinking growth and they are practicing growth in their efforts to make High Point better every day.<sup>2</sup>*

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<sup>1</sup> Bacon, J. Worth, "Progressive Spirit Makes High Point a Leading City," *High Point Enterprise*, High Point, NC, September 11, 1922, p. A-1.

<sup>2</sup> Ibid.

The pride the reporter took in his city is both palpable and refreshing. The next several paragraphs describe the Southern Furniture Exposition Building; the Sheraton Hotel; and then the “New Bank Building” as follows:

*One of the latest buildings now under construction in High Point is the modern bank building, which the Commercial National Bank is erecting on the corner of South Main and Commerce streets, opposite the post office.*

*This structure, when completed, will be one of the most modern bank buildings in the state. R. K. Stewart and Son, of High Point, are the contractors, while Charles Hartmann, of Greensboro, is the Architect. Work on the building is now underway.*

*The structure will be eight stories high. The first floor will be used as a bank, while the upper floors will be devoted to office space.*

*The Commercial National Bank is one of the leading banks of High Point, and this new and modern building will serve to fill a need that has been felt by the bank in that its larger quarters will serve to meet the large increase in business enjoyed by this splendid financial institution<sup>3</sup>.*

Accompanying the article was an artist’s drawing of the then under construction Commercial National Bank with the following outline:

*Above is the handsome new home of the Commercial National Bank of High Point, which is now under construction. This new plant of this progressive bank will cost upwards of half a million dollars. This includes lot, building, and fixtures.*

*Mr. J. Elwood Cox, one of North Carolina’s most forward looking and best known citizens, is president of this bank. It has resources of nearly seven million dollars. C.M. Hanner is the vice-president; V.A.J. Idol, cashier; C.H. Marriner, assistant cashier; and E. B. Steed, also assistant cashier.*

*The directors are as follows: J. Elwood Cox, president; F.M. Pickett, president and treasurer Pickett Cotton Mills; R.R. Ragan, secretary and treasurer Beeson Hardware Company; D.A. Stanton, physician; H. W. Fraser, secretary and treasurer Myrtle Desk Company; C.M. Hauser, vice-president; Dred Peacock, attorney-at-law; Chas. F. Long, secretary and treasurer Southern Furniture Exposition Building Inc.; Fred N. Tate, president and treasurer Continental Furniture Company; Frank Wineskie, proprietor Southern Mirror Company; G.H. Kearns, secretary and treasurer Crown Hosiery Mills; C.F. Tomlinson, secretary and treasurer Tomlinson Chair Manufacturing Co.; A.E. Tate, president and treasurer Tate Furniture Co.; Jos. D. Cox, secretary and treasurer J. Elwood Cox*

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<sup>3</sup> Ibid.

*Manufacturing Co.; V.A.J. Idol, cashier; C.E. Hayworth, secretary and treasurer Hayworth Roll and Panel Co.*<sup>4</sup>

Clearly, this was an honor roll of some of High Point's leading citizens.

J. Elwood Cox, president of the bank, had moved to High Point in 1883 after purchasing W.H. Snow's spoke and handle factory, which at the time was supplying 90 per cent of the world's shuttle cocks for the textile industry.<sup>5</sup> In 1891 Mr. Cox and the above-named group of High Point citizens organized the Commercial National Bank, of which Mr. Cox was president. Its capital stock totaled \$50,000 and on the day it opened for business, May 9, it had \$25,000 in capital paid in. By January 5, 1920, the bank had deposits of \$4,070,849.62 and total resources of \$6,536,627.43. At that time the original directors decided that a larger and more modern banking home was needed, and a committee chose the site at South Main and West Commerce streets.<sup>6</sup> It seemed that Mr. Cox was only getting started. In 1902 he announced plans for a large Neoclassical Revival-style hotel, called The Elwood, at the corner of South Main and Commerce Streets. The Elwood Hotel was built in phases but its impressive three-story façade declared High Point's graduation from a village to a town.<sup>7</sup> In 1907 he ran as the Republican candidate for governor of North Carolina.

Opening day for the Commercial National Bank building took place in February, 1924. The crowd numbered 2,500, and all were given souvenirs—desk knives for men and notebooks for women. The building's owners have such artifacts as one of the desk knives and Check #644 written on February 5, 1924 for \$1.00 Cash and signed by a Mr. Brown.

The bank's board called the new building "A Community Enterprise." It went on to say, "In erecting this building it is the desire to furnish a building that will provide a home of a sufficient size for the needs of the Bank and in keeping with the position of dignity and character the institution has always occupied in the community and at the same time supply a need to the public in the way of modern and complete fireproof office building with every feature that such an enterprise contemplates."

The Commercial National Bank failed early—1929--during the Great Depression because of a mistaken run on the bank. According to Roy Briggs, a High Point resident, who had an account with the bank and who was out of town when the run began,, worried customers by the droves lined up for their money. When the bank closed its doors, everyone in town began to believe that J. Elwood Cox had stolen the money, but that was not true, Mr. Briggs said. The well-capitalized bank ended up paying its customers 98 cents on each dollar. The damage, however, had been done, and a heartbroken Mr. Cox died not long afterward of a heart attack.

After 1936 the Security National Bank occupied the building until its merger with the American National Bank of Charlotte in 1960, forming North Carolina National Bank (NCNB). The banking area of the building was remodeled in 1963 by architect William

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<sup>4</sup> Ibid.

<sup>5</sup> Briggs, p. 33.

<sup>6</sup> "The Commercial National Bank," opening day booklet, 1924, p. 2.

<sup>7</sup> Briggs, p. 39.

Freeman. NCNB remained in the building until 1992, when it moved to a new building at the corner of N. Main St. and Church Avenue and is now known as Bank of America.

With its position at the corner of Main and Commerce Streets, the bank building sat in the heart of High Point's business center. City directories show the diverse businesses listed in surrounding blocks, including physicians, lawyers, furniture stores, dry-goods stores, real estate offices, civil engineers, a meat market, a grocery store, and directly across the street, the post office. Apartments and rooms for rent above many of the first-floor businesses made the area a bustling center of commercial activity for many years. Eventually, as the International Home Furnishings Market grew and the bank moved to new headquarters, Lambeth Enterprises Inc, owners of the building beginning in 1945, began converting several floors to showroom space. Manufacturers from all over the world show product in the building. Other tenants include designers, marketing and advertising agencies, and independent brokers associated with the furniture industry, as well as several non-furniture related businesses. In addition WMFR-AM Radio broadcasts from the eighth floor. Its 110-foot tower sits on the roof.

Since 1935 WMFR Radio and what is now called the Radio Building have been closely entwined. The station, owned by the Lambeth family before the family purchased the bank building in 1945, operated at first out of the basement. On the station's tenth anniversary in 1945 its offices were moved to the remodeled penthouse. Manager and owner, Helen McAulay Lambeth, wrote at the grand opening of the new headquarters the following:

*Our new studios embrace a completely new and original design no part of which is even similar to any other radio station in the country, so far as we know. It has been the aim of WMFR to give to its thousands of listeners and the people of this city a radio station of which they can be justly proud. We have build a stream-lined station covering the entire top floor of the Security National Bank Building and no expense has been spared in our effort to produce a station that is not only pleasing to the eye, but one which is at the top of the list of America's finest. To go with our new studios we have many new programs to offer our listeners and other services such as FM, frequency modulation, which we have been working on silently for more than a year. Then there is Television which is just around the corner. We not only expect to give you all of these advantages soon but FIRST in this area. We offer you, our listeners the top ranking programs of the American Broadcasting Company, a leading network in America today, local programs which work hand-in-glove with our daily community life and a news coverage which has been phenomenal for accuracy and thoroughness. In conclusion, I feel justified in extending, publicly, due praise to a member of our own staff, Mr. Gary Davis, who designed, did the architectural work and supervised the construction of our new studios. I would like for every single listener and client to be able to come to see us and share with us the first few hours in our new studios and I want you to consider this your invitation.<sup>8</sup>*

Today WMFR radio personalities, Max Meeks and J.J. Jefferay, broadcast each morning from the historic Radio Building, as they say. It is believed that Max, at 84

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<sup>8</sup> "Announcing the New Modernistic WMFR Studios," booklet, 1945, p. 1.



years old, is the oldest continuing broadcaster in the country. The station has had a series of owners since 1982, including Infinity Broadcasting and CBS Corporation. It is presently owned by Raleigh-based Curtis Media.

In an article written by reporter, Martha Clontz, entitled, "Building wasn't for males only," and published in the High Point Enterprise on April 25, 2001, Mrs. Clontz pointed out another interesting series of facts about the Commercial National Bank/Radio Building. Her article, in full, follows:

*They were all male—that group of High Pointers who in 1921 voted to undertake the ambitious project of building an eight-story bank and office building at the corner of Commerce and S. Main streets.*

*Females, however, would figure prominently in the history of the building—in fact, one bought the building, and today her heirs own and operate the structure known as The Radio Building.*

*The first woman in the bank's history was Laura E. Dodamead. Although her name does not appear in the booklet published at the opening of the bank, she was recognized posthumously in an Enterprise article written by Oriana B. James profiling Dodamead as a "Pioneer Business Woman."*

*Dodamead began working in the office of J. Elwood Cox in 1888 and continued working for him until 1933. Bookkeeping was her major responsibility, although she was also proficient in shorthand and typing.*

*The article reported older residents' comments about 'an innocent young girl going into an office where she would be associated all day with men.'*

*Before long, the article continued, the experiment—or danger, according to the point of view—was demonstrated by several businessmen marrying their stenographers.*

*Another account noted that Dodamead was one of the first women to own a bicycle in High Point, and she rode it to work every day. One morning she stopped to speak with a friend, and as she stood with one foot on the pedal of her bicycle, a passerby reported that "anybody going by could plainly see her ankle."*

*Laura's devotion to her work was demonstrated when, in January 1933, the bank's president was away and, despite a severe cold, she stayed on the job until he returned. She then developed pneumonia and died shortly thereafter.*

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*In the mid-1940s Helen McCauley (sic: McAulay) Lambeth owned radio stations WGBG in Greensboro and WMFR in High Point. Harold Craven, a local Realtor at the time, was an announcer for the High Point station, which was located in a basement area near the bank building*

*WMFR rented space atop the bank building for its antenna.*

*The first bank, Commercial National, failed during the Great Depression, and one of the successive owners of the building notified WMFR that there would be a sizeable increase in the rental for the space for the radio antenna.*

*Craven said he recalls Helen Lambeth being incensed at the increase and promptly proceeding to purchase the building. It remains the property of the Lambeth heirs.*

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*Shaw's Letter Shop on the fifth floor of the building has occupied a suite of offices there for the past 53 years.*

*It is operated by Jo Woody Shaw, who continues her business today, which includes offset printing, mailing and related services.*

*For 51 years Shaw has printed the bulletin for the High Point Rotary Club and, for 47 years, the Kiwanis Club.*

*Her husband is a certified public accountant and has offices adjacent to hers. However, like the strong, independent women who have been associated with the building, Jo says, "He handles his business, and I handle mine."<sup>9</sup>*

The Radio Building is presently owned by the descendants of Ralph MacAulay Lambeth, who owned and operated Radio Station WGBG in Greensboro, which his mother and father, Helen McAulay and James E. Lambeth, purchased with an eye to his future, as they had also purchased WMFR with an eye to the futures of another son, Frank, and a daughter, Molly. The elder Mr. Lambeth died in 1947 just two years after he and his wife purchased the bank building. Mr. Lambeth had been ill for some time, and Mrs. Lambeth had overseen management of the building as well as of WGBG and WMFR while her sons served their country during World War II. At his death in 1992 Ralph Lambeth was a quarter owner of Lambeth Enterprises Inc, the owner of the Bank/RadioBuilding. Through a series of buyouts, his descendants took over total ownership of the building. Mr. Lambeth's daughter, Candace MacAulay Lambeth Kime, is president of Lambeth Enterprises and manages the building. Mr. Lambeth's other daughters, Dorothea L. Russell and Mary MacAulay L. Moore, and grandchildren are shareholders, as is Mrs. Kime's husband, John F. Kime. Since assuming ownership of the building in 2005, Mrs. Kime has worked diligently to restore parts of the building, while recognizing that the Radio Building—situated in the geographical center of the Furniture District—will remain most desirable as a location for showrooms and other furniture-related businesses at least for the foreseeable future.

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<sup>9</sup> Clontz, Martha, "Building wasn't for males only," *High Point Enterprise*, High Point, NC, April 25, 2001, p. D-3.

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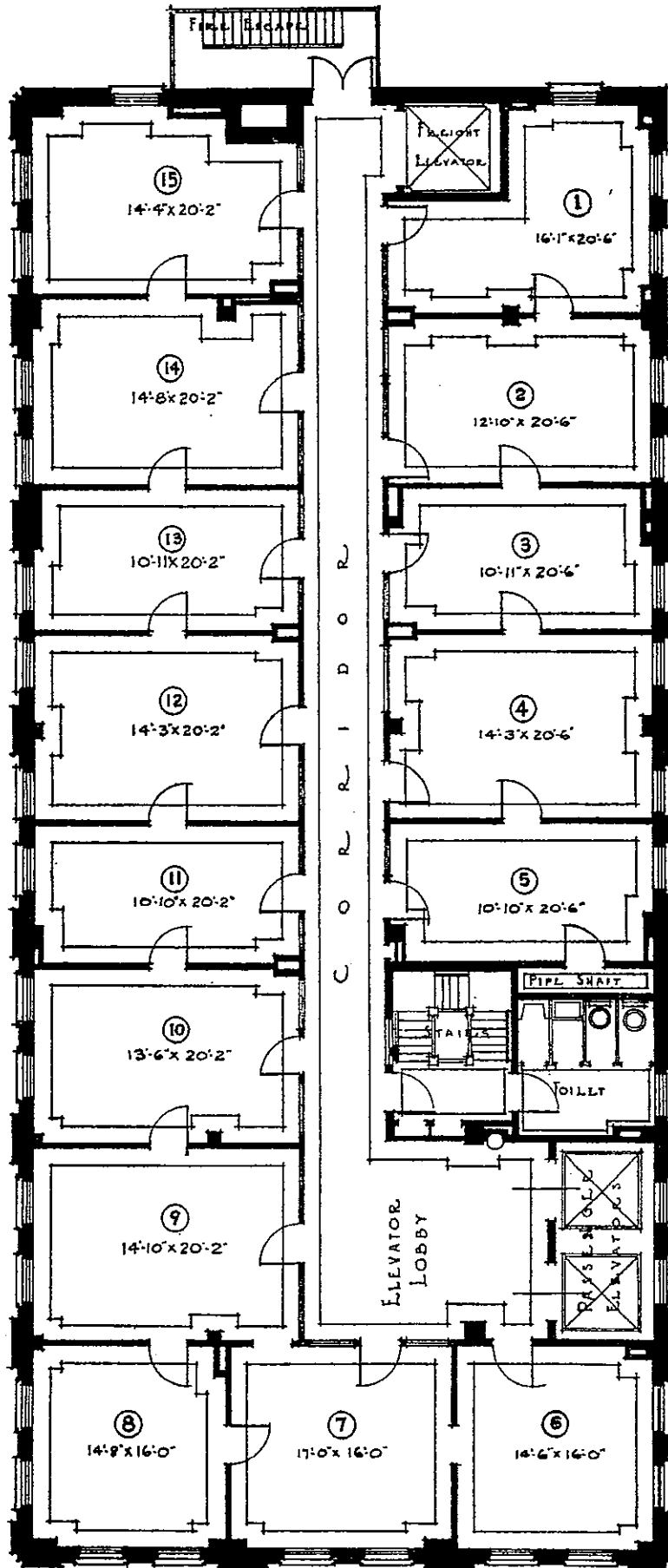
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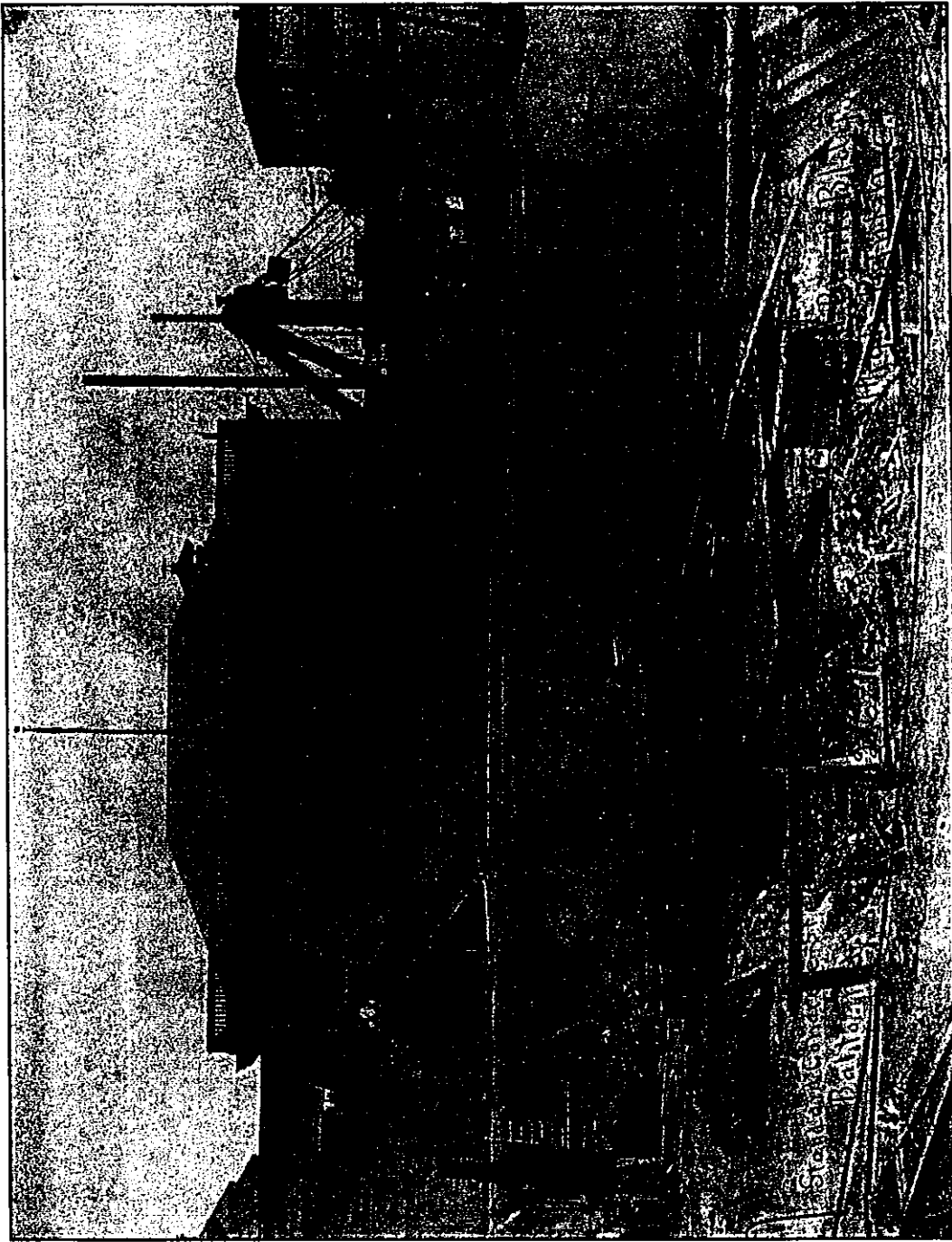
Note:

Lechelle Vernon-Yates, a student in the historic preservation masters degree program at UNC-G, assembled some of this information with the help of preservationist and High Point native Benjamin Briggs, director of Preservation Greensboro. Mrs. Candace MacAulay Lambeth Kime, president of Lambeth Enterprises Inc, which owns the building, provided additional information which came from various primary sources, archival information, and anecdotal knowledge gleaned from her ancestors and the annual Minutes of the Corporation, 1945-2009.



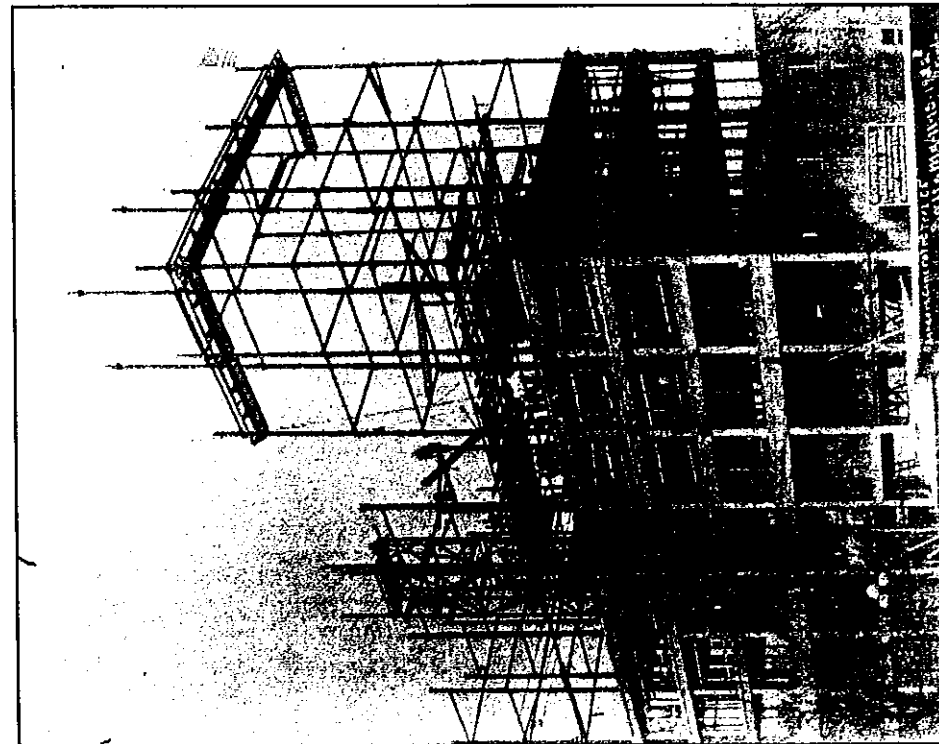
TYPICAL FLOOR PLAN  
 NORTH CAROLINA BANK BUILDING  
 164 SOUTH MAIN STREET  
 HIGH POINT, NORTH CAROLINA

OWNER:  
 LAMBETH ENTERPRISES, INC.  
 P. O. Box 27  
 High Point, N. C.



July 1922 photo of  
excavation site of  
Commercial National  
Bank on S. Main Street  
shows old High Point  
Post Office building in  
background  
*submitted by R.K.  
Stewart and Son Inc.*





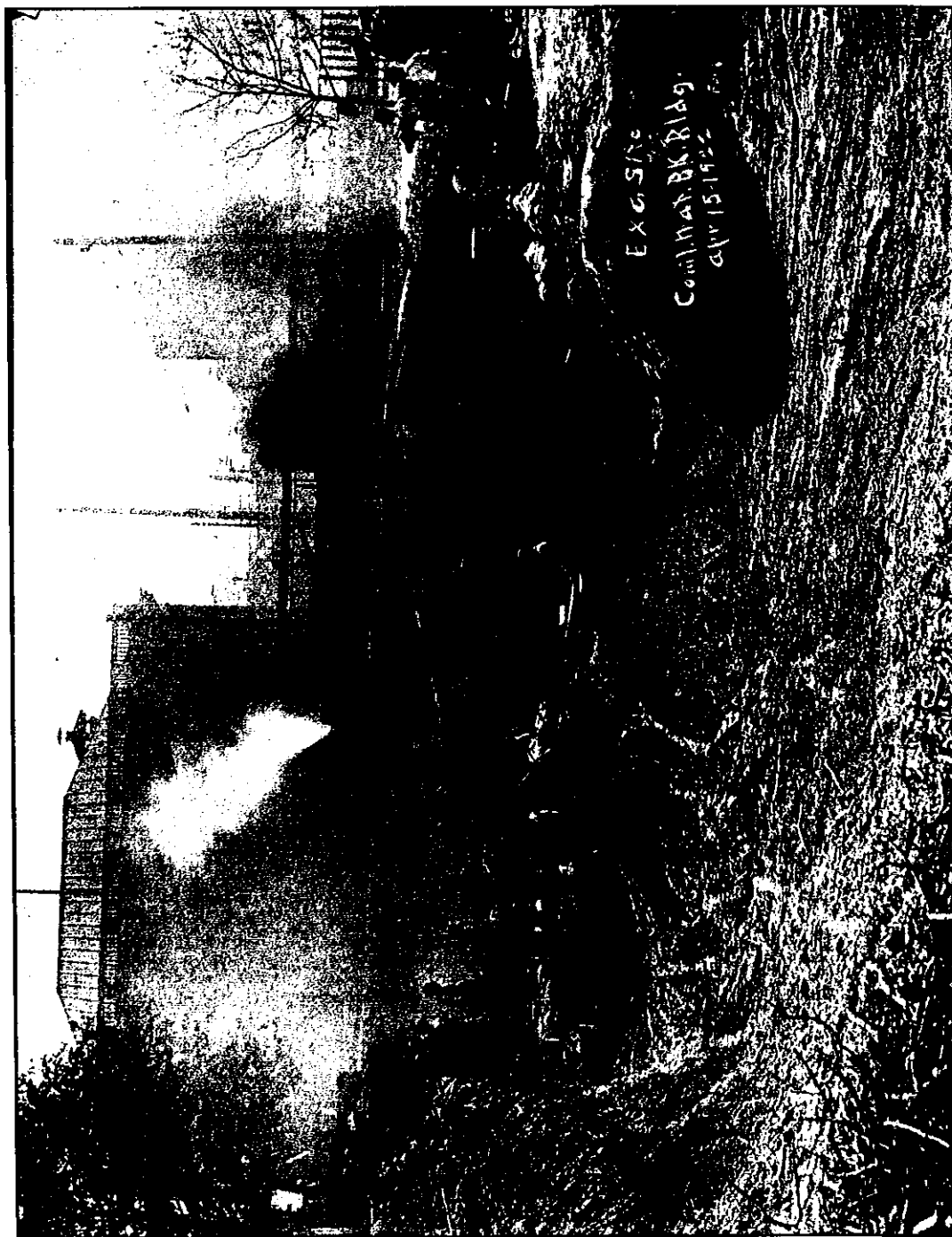
Commercial National Bank (now known as the Radio Building) rises skyward in November 1922 (above) and begins to take a familiar shape in January 1923 (right). The building is located at the corner of S. Main Street and Commerce Avenue.

*photos submitted by R.K. Stewart and Son Inc.*





Contractors  
excavate site for  
basement and  
foundation of the  
Commercial  
National Bank  
building at the  
corner of  
Commerce  
Avenue and S.  
Main Street in  
1922  
*submitted by  
R. K. Stewart and  
Son Inc.*



Steam shovel and mules  
help with excavation of  
the Commercial  
National Bank Building  
(now the Radio  
Building) at the corner  
of Commerce and Main  
streets in 1922  
*submitted by R. K.  
Stewart and Son Inc.*



High Point men, circa 1914:  
 (From left, sitting) June J.  
 Lindsay, W.P. Ragan, J. Elwood  
 Cox, George A. Matton, J.W.  
 Clinard, R.G. "Bob" Cook.  
 (Standing) Ed L. Ragan, John R.  
 Brown, Fred N. Tate, J.J. Farriss,  
 R.G. Fortune, boy unknown, Joe  
 F. Hoffman, Alec B. Smith.  
*submitted by Mary Lib Joyce*



No. \_\_\_\_\_

HIGH POINT, N.C. February 5th, 1924 192

PAY TO THE ORDER OF Cash \$1.00

One and No/100-----DOLLAR

THE COMMERCIAL NATIONAL BANK

66-60  
5

HIGH POINT, N.C.

*C. H. Brown*



# SECURITY BANK BUILDING HIGH POINT, N. C.

|                                           |                        |
|-------------------------------------------|------------------------|
| BRYANT ELECTRIC CO. NO. 201-101-101       | 100.00                 |
| Continental Life Insurance                | 450.00                 |
| Mrs. Maud Hayes Lobby                     | 82.50                  |
| Jefferson Standard Life Ins. Co. 204-205  | 110.00                 |
| Gold, McAnally & Gold 206-207-208         | 31.50                  |
| White Insurance Agency 212-213            | 37.50                  |
| High Point Dental Lab. 215                | 25.00                  |
| Dr. E. F. Thomas 201-101                  | 81.00                  |
| F. E. Murray 236                          | 20.00                  |
| J. Allen Austin 208-209                   | 35.00                  |
| Ellas B. Casey 207-208                    | 51.00                  |
| Pat Brown 238                             | 28.50                  |
| York & Dickson 210-211                    | 21.00                  |
| Lyon & Johnson 211-212                    | 31.50                  |
| Bowman (North B.) 235                     | 18.50                  |
| William M. Jarrell 203-210-211-212        | 126.00                 |
| War Manpower 204-212-213                  | 107.50                 |
| Dr. A.P. Staley 210-211                   | 45.50                  |
| Southern Ry 208                           | 37.50                  |
| Goodrich 201                              | 24.00                  |
| Edie Ingram 203                           | 26.50                  |
| Hospital Care Association 206-2107        | 22.00                  |
| Dr. I. F. Mann 207-210-211                | 92.00                  |
| D. H. Parsons 210                         | 26.00                  |
| American Optical Co. 212-213              | 26.00                  |
| Extensizer                                |                        |
| J. C. Moore 211-212                       | 51.00                  |
| Dr. F. E. Sharp 210                       | 30.20                  |
| Gate City 201-202                         | 30.30 (to May 1, 1941) |
| " " 202-203                               | 42.00 (then \$110.00)  |
| Dr. J. W. Austin 204-205                  | 45.00                  |
| Drs. Zimmerman 206-207-208                | 110.00                 |
| Peel's Watch Shop 209                     | 20.50                  |
| Noble F. Priggitt 210-211                 | 67.50                  |
| Ideal Beauty Shop 212                     | 18.00                  |
| Scott & Williams 212-213                  | 39.50                  |
| Maurice Beauty Shop 211-212               | 77.30                  |
| Life & Casualty 207-210                   | 23.50                  |
| Lady Fair Beauty 204                      | 27.50                  |
| Tahn Veneer 205                           | 6.50                   |
| Dr. F.Y. Adams 208                        | 26.00                  |
| Kirner Beauty Shop 211                    | 45.30                  |
| Siedman & Siedman 207-208-209-210-211-212 | 112.50                 |
| T. H. Mastin & Co. 210-211                |                        |
| Durham Life 210-211                       | 15.00                  |
| Chamelin Beauty Shop 211-212              |                        |
| Home Security Life 201-202                | 25.00                  |
| Robt. W. Russell 203-2104                 | 40.00                  |
| Liberty Mutual 206-207-208-209            | 132.50 to Nov 30, 1941 |
| F. E. Moses 210-211                       | 63.50                  |
| Etta's Beauty Shop 212-213                | 71.50                  |
| Humphill Co. 214-215                      | 72.00                  |
| Dr. J. J. Hamilton 226                    | 33.00                  |
| Lee F. Schaner 2307                       | 20.00                  |
| Jas. B. Lovelace 2307                     |                        |

to July 1, 1941  
then 262.00

(to May 1, 1941  
then \$110.00)

to Oct. 31, 1941  
then 98.00

CHARLES G. HARTMANN  
ARCHITECT  
120 JEFFERSON STANDARD BUILDING  
GREENSBORO, N. C.

December 17, 1945

Mrs. Helen Lambeth,  
Radio Station,  
W. F. F. R., Inc.,  
High Point, N. C.

Dear Mrs. Lambeth:

In reply to your letter of December 13, I have in my files the complete structural drawings of the Old Commercial National Bank Building. I will be pleased to have the Blue Printer make the prints and forward them to you.

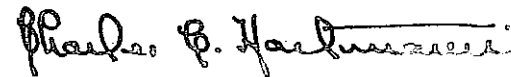
Some time ago Mr. Calhoun, President of The Security Bank, advised me that he would like to have the Banking Room altered in a similar manner as the Greensboro Banking Room, which I did for him a few years ago.

If such an alteration is being contemplated for the High Point Building, and as I am thoroughly familiar with your building in every particular, I would appreciate an opportunity to serve you in this connection.

I desire to hear from you further.

Yours very truly,

CHARLES C. HARTMANN, ARCHITECT



Charles C. Hartmann

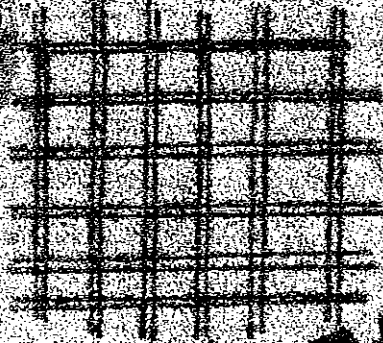
CCH/ej



July 1965

1935

1945



ANNOUNCING

NEW  
MODERNISTIC

WTFR

STUDIOS

## *Preface*

Our new studios embrace a completely new and original design no part of which is even similar to any other radio station in the country, so far as we know. It has been the aim of WMFR to give to its thousands of listeners and the people of this city a radio station of which they can be justly proud. We have built a stream-lined station covering the entire top floor of the Security National Bank Building and no expense has been spared in our effort to produce a station that is not only pleasing to the eye, but one which is at the top of the list of America's finest. To go with our new studios we have many new programs to offer our listeners and other services such as FM, frequency modulation, which we have been working on silently for more than a year. Then there is Television which is just around the corner. We not only expect to give you all of these advantages soon but FIRST in this area. We offer you, our listeners the top ranking programs of the American Broadcasting Company, a leading network in America today, local programs which work hand-in-glove with our daily community life and a news coverage which has been phenomenal for accuracy and thoroughness. In conclusion, I feel justified in extending, publicly, due praise to a member of our own staff, Mr. Gary Davis, who designed, did the architectural work and supervised the construction of our new studios. I would like for every single listener and client to be able to come to see us and share with us the first few hours in our new studios and I want you to consider this your invitation.

Sincerely,

HELEN McAULAY LAMBETH

Manager

## *A Word From The Designer*

Every radio engineer perhaps, toys with the idea that he would like to build a radio station par-excellence and include every little gadget for making it click like clockwork. Few, however, get to realize this dream because strangely enough, money doesn't grow on trees. I was one of the few, I did build my dream. As a matter of fact, the workmen on the job kidded me good naturedly about MY DREAM, and as time went by and things began to take shape they were as proud of it as I was. They were not just working for the money, but also because they were proud of having a part in building their city's radio station. On many occasions I have had the various workmen come to me and say, "Gary, does that suit you?" or "How do you like this?" It was a hand-made precision job, these new studios. It took the accuracy of a watch-maker for here we were dealing with sound reverberation in terms of thousandths of a second. We had to engineer this job delicately for there is always a list of headaches such as cross-talk, shock excitation, line voltage regulation, impedance mis-match and coefficients of expansion, to mention a few. We installed literally miles of wire and everything had to be concealed and built-in.

When I started drawing the blue-prints for this job I knew it was going to take cooperation with a capital C to build it and I got it. In supervising the construction I made a lot of new friends in the various workmen and I want to thank them for their splendid spirit and workmanship. The following firms and their workmen are responsible for helping us build our new home:

R. J. (Bob) Connor and his crew of carpenters.

Glen Draughn, Clarence Brawly and the whole crew of Piedmont Electric Company.

Dixie Radio of Greensboro (Supplies). Troxler Furniture Company.

Pittsburg Plate Glass Co. Rogers Paint Store.

Hedgecock Lumber Co. High Point Hardware Company.

Johns-Manville Corp. Beeson Hardware Company.

Callender Floor Company. Rose Furniture Co.

Forward Brothers, Plastering Contractors

These people supplied the bulk of the materials and helped us build the new WMFR and we are grateful to them for their interest and excellent cooperation.

GARY DAVIS

Designer



## TENTH ANNIVERSARY

Just ten years ago next month WMFR came into the lives and daily routine of the citizens of High Point, and many thousands of listeners in other communities. Lots of things can happen in ten years and did here at WMFR. At no time did we ever sit back and let nature take its course, we worked long hours exploiting every single angle to give to this city a station that met the needs of such a city. We sifted through hundreds of different types of programs keeping some, discarding others, but always seeking something better, something that would really serve the community and that, I think, accounts for the fact that we have constantly gone forward through years of depression, years of plenty and years of war. WMFR has served its listeners for nearly half of number of years that the radio industry has been in existence.

For a few years we operated as an independent station, originating every program that was aired in our studios. We were operating from sun-up to sun-down at that time and were fighting hard to become an unlimited time station, which we did in 1937. Shortly after that time we had an increase in power which helped us to do a still better job of covering and serving our territory. In 1938 a new transmitter was installed and with this new equipment and unlimited time of operation we were hitting a stride that was unequaled by any other station in the South from a commercial standpoint. Mind you, we were still an independent station, building all our shows and spinning our own records, but, as you perhaps agree, "You can't keep a good station down." We were by this time, really in the groove and doing a job of "Solid Sending!" Everything went well, business continued to improve, and in general we had a bright future. Our hours, days and even years of hard work were paying off.

In 1940 WMFR changed hands and it was a change that was accomplished smoothly and our operations were not impeded but were oiled to function with greater perfection, for our new owners were people with vision who liked to see a project grow and serve greater needs. By now, I knew it was a change for the better and I was in position to know for I had been here practically since the birth of WMFR (at that time she was not the prettiest baby I had ever seen.)

One of the most important milestones for WMFR came in 1941 with the joining of the National Broadcasting Company. This wise move took WMFR out of the independent station class and allowed us to bring some of the nation's top flight programs to our listeners. We passed on to you leading football games, America's finest orchestras, dramas, news and educational programs. In 1944 the N. B. C. sold the Blue Network and it started operations as an independent network of distinction. It was this Blue Network which just this year changed its name to the American Broadcasting Company and along with WMFR and its other affiliates from coast to coast, offer our nation the tops in entertainment by radio.

We are now in our new home and we have planned for a future that in all probability will make our past look rather tame. Remember, we feel that the best radio is none too good for our listeners and we will be pulling every string to see that you get it from WMFR.

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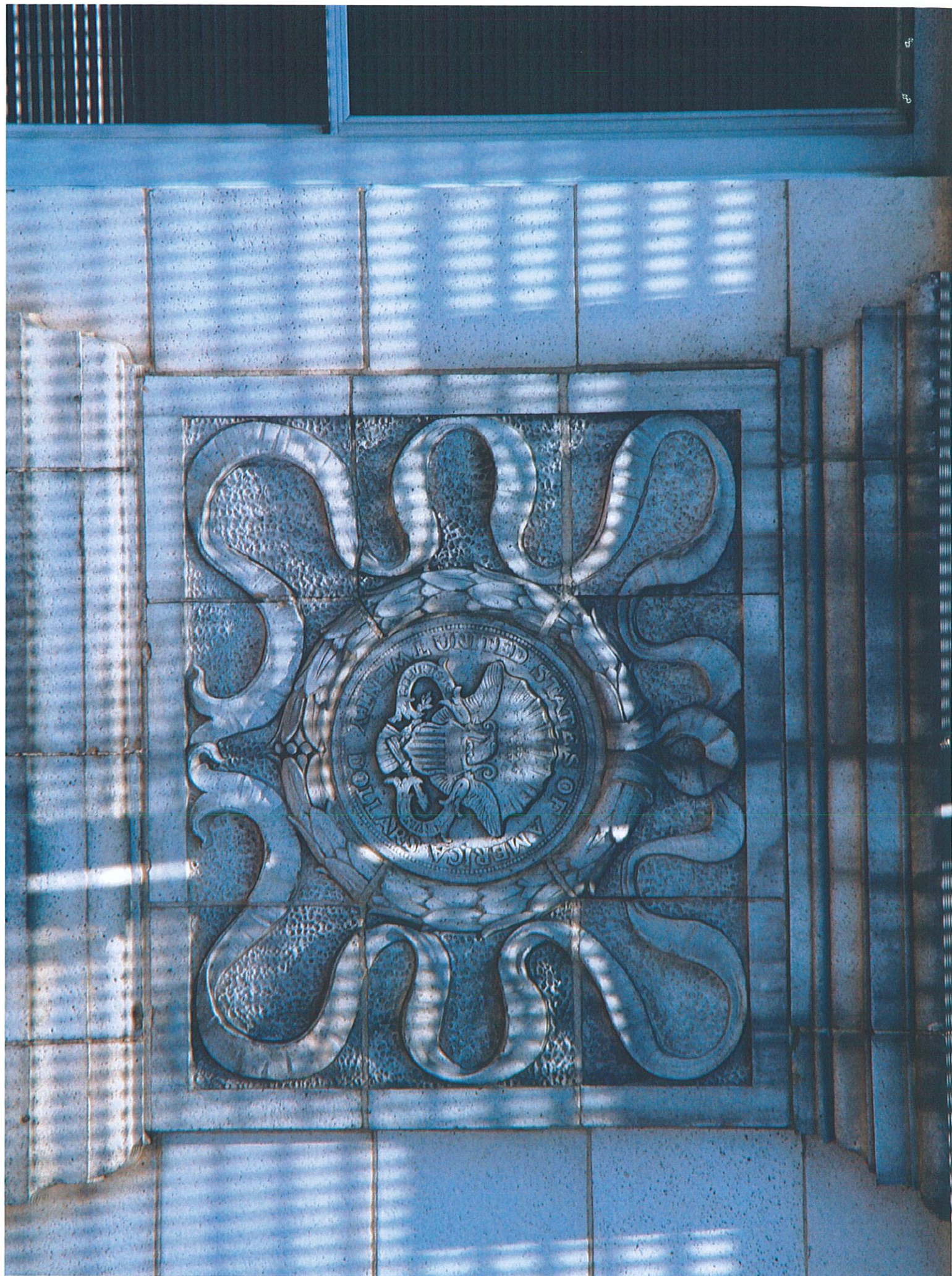
#### FACTS ABOUT OUR NEW STUDIOS

On leaving the elevator on the eighth floor, you find yourself in the lobby, facing our reception room. An interesting fact about this room is that it contains the only masonry desk we know of. It is made of glass block, brick and chromium and houses a complete telephone switchboard and typewriter. All incoming telephone traffic passes through this point.

#### STUDIO "A"

In Studio "A" there are no parallel wall surfaces. The full length of this studio the walls follow a zig-zag pattern which eliminates parallel surfaces and thus removing the cause of reverberation. The walls and ceiling are made of transite with 145 perforations per square foot. These perforations allow equalized air pressure as sound tends to create unequalities when set in vibration by music or speech.















**HOURS OF COLLECTION**

| MONTH | DAY | HOUR  | MINUTE |
|-------|-----|-------|--------|
| JAN   | 15  | 12:00 | 00     |

FOR INFORMATION FOR LIBRARY COLLECTIONS

1. TWO TO BE IN THE LIBRARY FOR COLLECTIONS

2. LIBRARY TO BE IN THE LIBRARY FOR COLLECTIONS

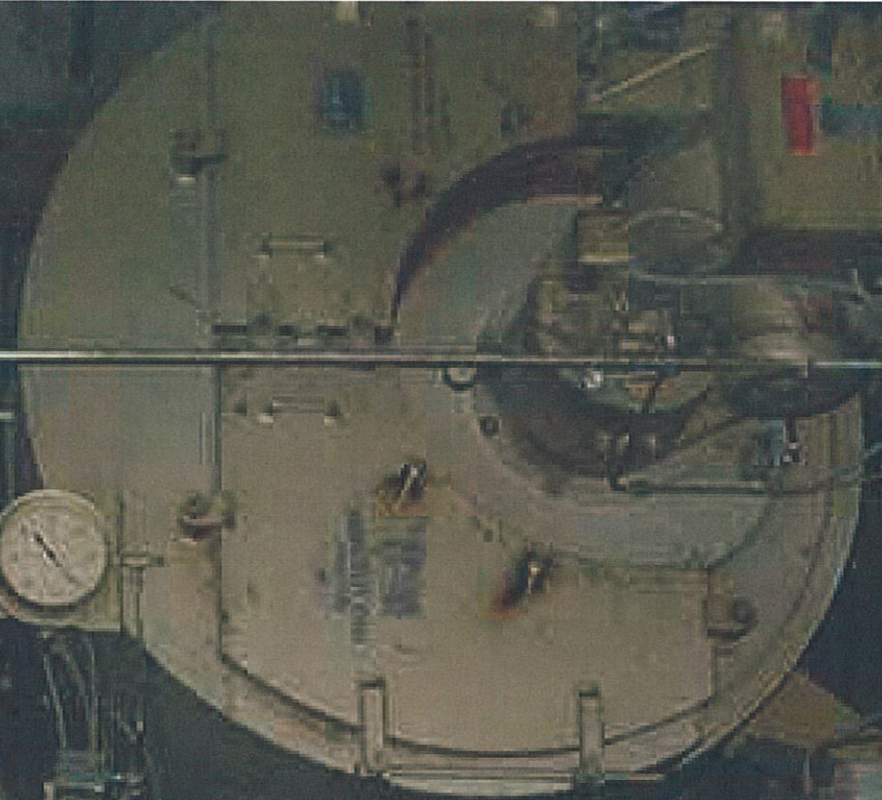
3. LIBRARY TO BE IN THE LIBRARY FOR COLLECTIONS

LOCATION OF THIS BLDG. FLOOR & ROOM NO.

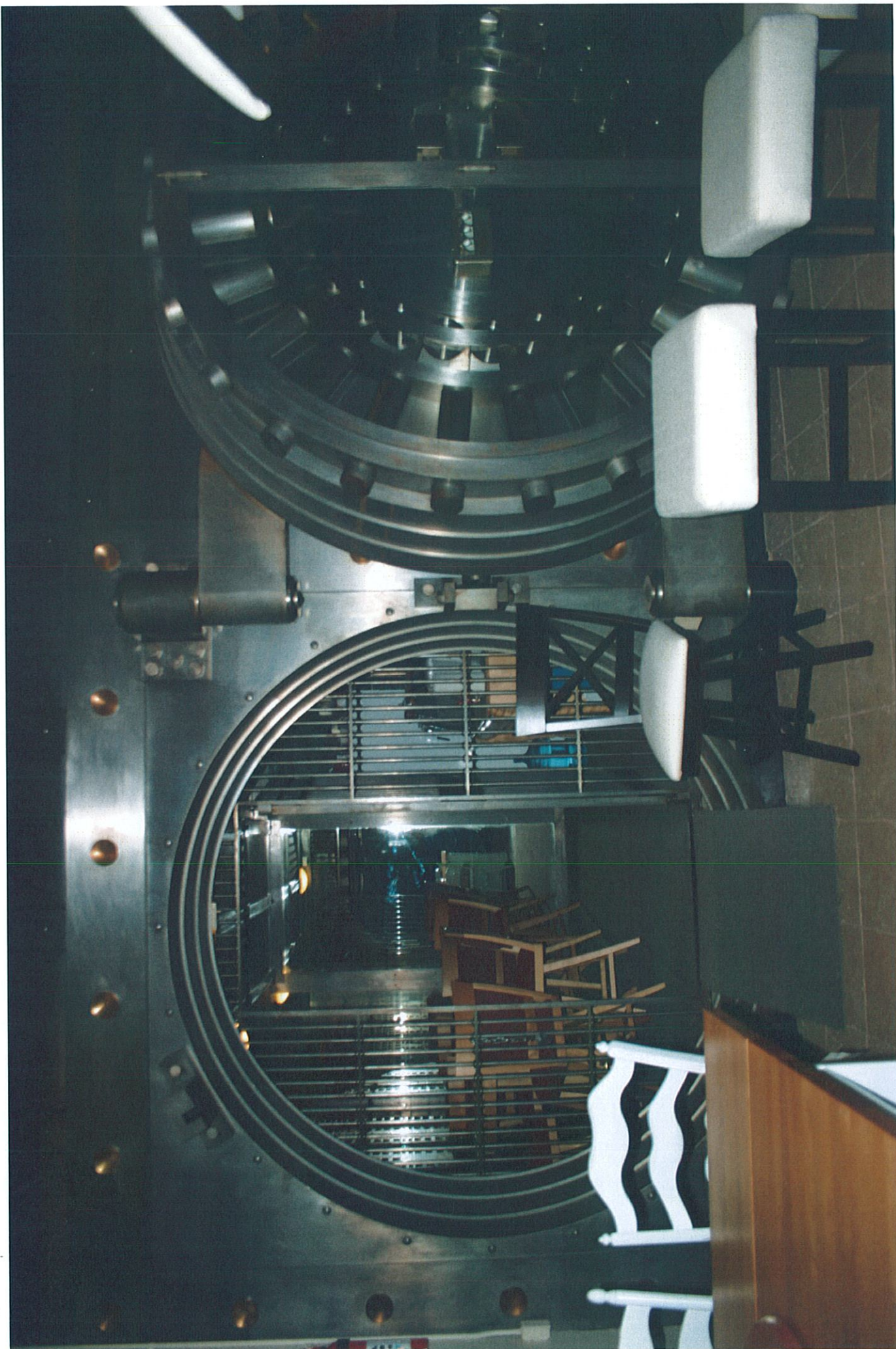
























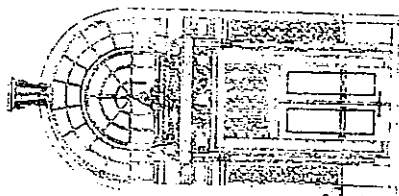








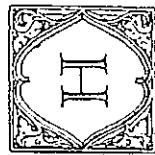
THE COMMERCIAL  
NATIONAL BANK



HIGH POINT, N. C.



## HIGH POINT, NORTH CAROLINA



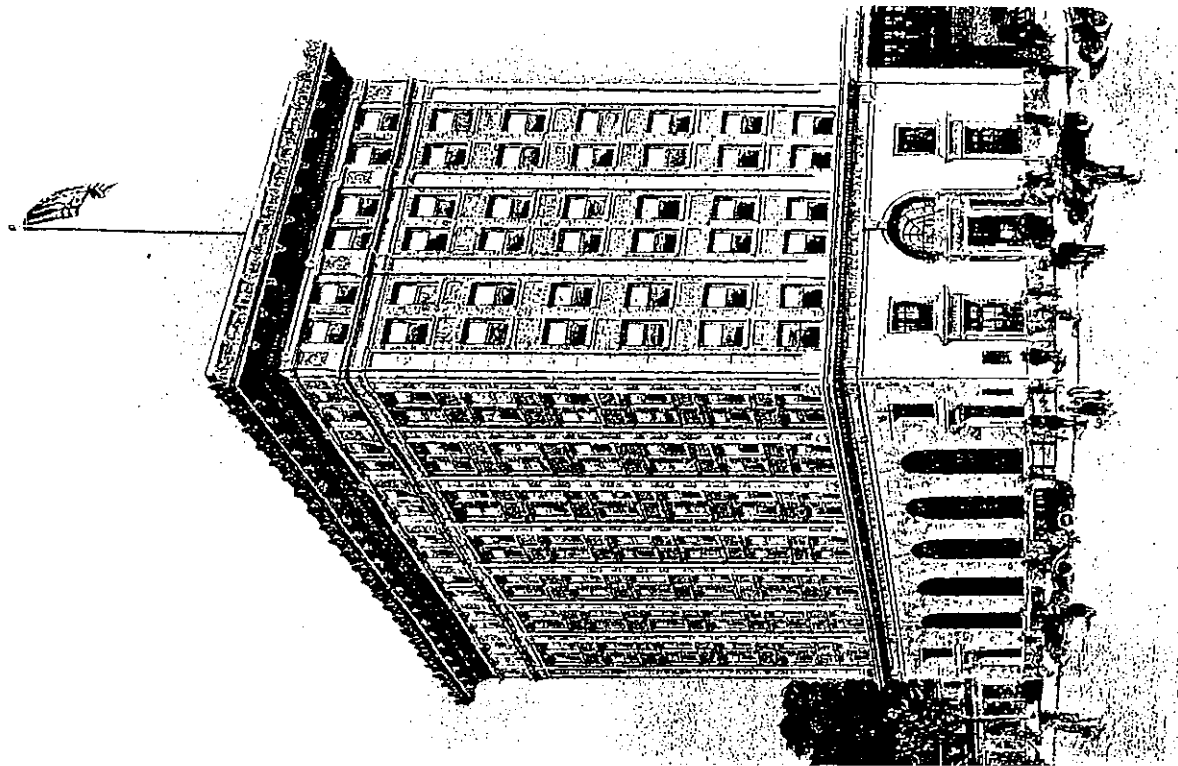
IGH POINT is aptly called the "Industrial City of North Carolina," having approximately one hundred and fifty industries, the most important of which are furniture, wood-working and textile. The ten-story Southern Furniture Exposition Building with floor space of six and one-quarter acres, and built at a cost exceeding \$1,000,000.00, makes High Point the center of the furniture industry in the South. The manufactured products of the industries of the City in all lines average Twenty-Five Million Dollars annually. The City has a population of approximately twenty-three thousand and 80 per cent of the people own their homes. The City has all modern improvements, including more than thirty miles of paved streets, excellent public schools, thirty-five churches, a Y.W.C.A., a Y.M.C.A., two railroad systems and a population almost 100 per cent native.

The Commercial National Bank has been the leading financial strength back of the growth and development of the City from the beginning of its industrial history and the building of a banking home in keeping with the natural development of the City is only a logical step in the line of progress.

### The Commercial National Bank

The Commercial National Bank was organized thirty-three years ago with a Capital Stock of \$50,000.00 and on May 9, 1891, opened for business with \$25,000.00 Capital paid in. The records of the first day's business disclose the interesting fact that deposits were made amounting to \$5,136.36 and at the close of business the total resources were \$30,297.19.

The Bank continued with Capital of \$50,000.00 until 1907, when the needs of the community demanded a larger organization. Dividends had been paid regularly and a surplus of more than \$50,000.00 had been accumulated. Deposits had increased to \$410,449.77 and resources had reached a total of \$848,736.83. The stockholders at this time authorized an increase of Capital to \$150,000.00 and of Surplus to \$75,000.00. This increase gave new



impetus to the institution and the business continued to grow rapidly.

It again became apparent that the Capital of the institution was not adequate and on January 5, 1920, a still greater increase was made, making the Capital \$500,000.00 and the Surplus \$500,000.00, or a total Capital and Surplus of \$1,000,000.00. A statement of the Bank at the close of business on January 5, 1920, with the increased Capital and Surplus, showed deposits to be \$4,070,849.62 and total resources \$6,536,627.43.

Every department of the Bank from the date of this increase showed steady and rapid progress and it became evident that the banking room of the institution and its equipment were not in keeping with the demands of the Bank and the need of a larger and more modern banking home so impressed itself that at the meeting of the Board of Directors held on January 25, 1921, a Committee was appointed to investigate the matter of finding a site suitable for a modern bank building. After careful consideration the Committee recommended a lot on the northwest corner of South Main and West Commerce Streets, directly across the street from the Post Office, fifty feet on South Main Street and one hundred and twenty-five feet on West Commerce Street. This location was considered to be in the heart of the business center of the City and the Board of Directors unanimously selected this site upon which to erect a modern eight-story Bank and Office Building.

The history of the Bank from its earliest beginning has been one of steady growth until now it is an organization prepared to handle every phase of banking, with deposits of approximately \$6,000,000.00 and total resources of approximately \$9,000,000.00. It is the purpose of the officers and employees by reason of its large resources and equipment to furnish to the community unsurpassed banking service.

## The Building

The building is of structural steel and reinforced concrete type of fireproof construction. The outside dimensions are 50 feet on Main Street and 115 feet on Commerce Street. The exterior facing material of the two street fronts is North Carolina Mount Airy Pol-

ished Granite base, and Benedict Stone Company's Granite from Tuckahoe, N.Y., extending up to the second floor. Above the second floor the exterior facing material is a combination Terra Cotta of granite texture and finish with a rough textured buff brick field. The lot line side and rear elevations are faced with the same brick as laid up on both street elevations. The building will be pleasing in appearance when viewed from every angle.

The entrance to the building is on Main Street through a spacious revolving door, into a large Entrance Lobby, which connects with the Stair and Elevator Lobby. The floor and walls of these lobbies and circular stairways are finished in imported marble.

## Elevators

Two of the latest type of Otis traction passenger elevators, and one freight elevator, will furnish continuous service to the offices. All freight and furniture will enter through the Rear Alley service entrance directly into the freight elevator during any part of the day without disturbing the service of the Passenger Elevators which are at the front of the building. The Passenger Elevators are equipped with safety feature which will add to the security of the passengers.

## Arrangement

The ground floor, basement, front and rear mezzanine are occupied by The Commercial National Bank. The entrance to the Bank is from the Entrance Lobby. Above the Bank Mezzanine are seven office floors. The front part of the basement will contain the most modern and completely equipped Barber Shop and Beauty Parlor, which can be entered directly from the building by stairs or elevators and also from the exterior entrance from Commerce Street. The equipment and sanitary features of the Barber Shop and Beauty Parlor cannot be improved upon.

## Offices

The interior woodwork of the offices and corridors above the Bank is Mahogany in ribbed finish, the latest and most satisfactory and lasting finish for office buildings. The floors in the



## THE COMMERCIAL NATIONAL BANK

offices are cement, the corridors are tile with a marble base and marble wainscoting in the Elevator Lobbies. Every office has large outside windows, and at the rear of the building is a permanent alley and at the side the right has been purchased, which places the building free from neighboring obstructions. Artificial lighting is by electricity all run in steel conduits as approved by the National Board of Underwriters. Every office is equipped with ceiling lights and receptacles for desk lights. Current will be furnished and included in rental charge. Every office is provided with gas connection. Conduits for telephone wires are provided and call bells may be installed in locations desired. The building is equipped with a Mail Chute with the U.S. Mail Box located on the ground floor. The main staircase is entirely enclosed with metal fireproof doors and wire glass, also a rear fire stair is provided with entrance on every floor.

### Heating and Ventilating

The building is equipped with the very latest system of vapor heat, including a temperature control system. A complete supply and exhaust ventilating system is installed throughout the Banking Room portion of the building, and in the Barber Shop and Beauty Parlor which will insure all tenants with good ventilation and regular heat. A vacuum cleaning system with connections on all floors is provided in the building equipment.

### Water Supply

Provision is made for connections, and a lavatory with cold water supply installed in every office. A drinking fountain is located in the Elevator Lobby, supplying cold water for public use. On every floor are located the public toilets with tile floors and marble walls. The fixtures and equipment are modern and sanitary.

### Banking Room

The ground floor is devoted entirely to The Commercial National Bank, the entrance being directly from the building entrance lobby. A center public lobby with the working depart-

## HIGH POINT, NORTH CAROLINA

ments of the Bank on each side is the general view obtained from the Bank entrance, and the vista through will show the modern fireproof and burglar-proof Safety Deposit and Money Vaults. The Banking Room will be finished in Imported Marble and Bronze with Caen Stone Walls and Plaster Ceiling, all decorative and architecturally known as Italian Renaissance. Attention must be called to the fact that there are no obstructions such as columns in the Banking Room, a feature of the design of which the institution is proud. The large arched windows give an abundance of light and the high ceiling, together with the electric ventilating system, furnish a generous supply of fresh air.

### Vaults

The vaults containing the Safety Deposit Boxes, Securities and Cash, were made by the Mosler Safe Company and in design, security and equipment are second to none in the State of North Carolina. The concrete walls are 18 inches thick and reinforced in all directions and the steel walls are built up of burn-resisting and drill-proof steel 2-inches thick, with a circular solid steel 16-inch door weighing 24 tons, or 48,000 pounds, with all safety devices which will be of interest to our customers and offers the latest known security and protection. Safety Deposit Booths are provided for the customers' private use and are equipped with every known convenience. In the Basement are located the Bank's Fireproof Book Vaults and Trunk Storage vault completely equipped and protected with all devices. A total of four vaults make up the vault equipment of the Bank.

### Ladies' Parlor

Immediately to the right of the entrance into the Banking Room is located the Ladies' Parlor and Retiring Room. The ladies of the community are cordially invited to use these rooms at all hours of the day. A telephone is installed for their use as well as many other conveniences. In fact, the rooms are furnished and equipped with every feature pertaining to the comfort of our lady customers.

## THE COMMERCIAL NATIONAL BANK

### Public Telephone

A public telephone for our customers' use is located near the Bank entrance and it is the wish of the officials of the institution that our customers and friends freely make use of this and all conveniences installed for their comfort as considerable thought has been given to these particular features by all parties responsible for the planning and erecting of this complete and modern building.

### Mezzanine

The front mezzanine contains the spacious Board of Directors Room, Ante Room and Toilets and large Committee Room. The approach to these rooms is from the Public Elevator and through the Banking Room. The rear mezzanine will be devoted to the working departments of the Bank and is equipped with modern devices for facilitating the work of the Bank. A commodious book and storage vault is located in the rear on this floor. The girls' rest room thoroughly equipped for the comfort of the girls of the Bank is also located on this mezzanine.

### Public Committee Room

Located in the front mezzanine is the Committee Room, especially provided for free use to the public for holding any meetings for the promotion of the general welfare of the community, either financially, socially or religiously, and the management of the Bank is desirous that the public take advantage of the opportunities thus offered by using this room whenever needed.

### A Community Enterprise

In erecting this building it is the desire to furnish a building that will provide a home of a sufficient size for the needs of the Bank and in keeping with the position of dignity and character the institution has always occupied in the community and at the same time supply a need to the public in the way of modern and complete fireproof office building with every feature that such an enterprise contemplates.

## HIGH POINT, NORTH CAROLINA

### OFFICERS AND DIRECTORS OF THE BANK SINCE ITS ORGANIZATION

~~—SINCE—~~

#### President

J. ELWOOD COX  
March 23, 1891

#### Vice-Presidents

|                                                           |                                                         |
|-----------------------------------------------------------|---------------------------------------------------------|
| JOHN H. FERRIS<br>March 23, 1891 to March 1, 1895         | CHARLES M. HAUSER<br>February 14, 1910                  |
| J. JASPER WELCH<br>March 26, 1895 to April 16, 1898       | JULIUS W. HARRISS<br>February 7, 1916 to March 19, 1921 |
| WILLIAM C. BRADSHAW<br>April 16, 1898 to January 15, 1916 | VIRGIL A. J. IDOL<br>January 9, 1923                    |

#### Cashiers

|                                                            |                                                          |
|------------------------------------------------------------|----------------------------------------------------------|
| WILLIAM C. BRADSHAW<br>March 23, 1891 to February 28, 1898 | VIRGIL A. J. IDOL<br>January 12, 1912 to January 9, 1923 |
| ROWAN C. CHARLES<br>February 28, 1898 to January 12, 1912  | CECIL H. MARRINER<br>January 9, 1923                     |

#### Directors

|                                                           |                                                         |
|-----------------------------------------------------------|---------------------------------------------------------|
| J. ELWOOD COX<br>March 23, 1891                           | JULIUS W. HARRISS<br>January 12, 1904 to March 19, 1921 |
| FRANCIS M. PICKETT<br>March 23, 1891                      | ROBERT K. RAGAN<br>January 12, 1904                     |
| J. HENRY MILLIS<br>March 23, 1891, to April 14, 1891      | DAVID A. STANTON<br>March 18, 1904                      |
| THOMAS J. FINCH<br>March 23, 1891 to January 12, 1892     | HENRY W. FRASER<br>January 14, 1908                     |
| ORLANDO R. COX<br>March 23, 1891 to January 14, 1897      | CHARLES M. HAUSER<br>April 20, 1914                     |
| JOHN H. FERRIS<br>March 23, 1891 to March 1, 1898         | DIED PEACOCK<br>November 30, 1914                       |
| MANLIFF J. WALLEN<br>March 23, 1891 to September 10, 1902 | JOHN P. HAYWORTH<br>February 7, 1916 to March 3, 1922   |
| JOSEPH J. COX<br>March 23, 1891 to July 16, 1903          | CHARLES F. LONG<br>January 13, 1920                     |
| J. JASPER WELCH<br>March 23, 1891 to October 18, 1914     | FRED N. TATE<br>January 13, 1920                        |
| ROBERT J. BELL<br>April 14, 1891 to January 12, 1905      | FRANK WINESKIE<br>January 13, 1920                      |
| WILLIAM P. PICKETT<br>January 9, 1894 to October 19, 1919 | CHARLES F. TOMLINSON<br>January 11, 1921                |
| WILLIAM C. BRADSHAW<br>July 5, 1894 to January 15, 1916   | GURNEY H. KEARNS<br>January 11, 1921                    |
| HENBERT H. CARTLAND<br>January 14, 1897 to April 14, 1899 | ALBERT E. TATE<br>January 11, 1921                      |
| JOSEPH B. BEST<br>January 10, 1899 to March 7, 1904       | JOSEPH D. COX<br>January 10, 1922                       |
| JONATHAN P. REDDING<br>May 26, 1899 to April 10, 1914     | VIRGIL A. J. IDOL<br>January 10, 1922                   |
|                                                           | CHARLES E. HAYWORTH<br>March 31, 1922                   |
|                                                           | S. HALSTEAD TOMLINSON<br>January 9, 1923                |
|                                                           | JOHN S. PICKETT<br>January 9, 1923                      |
|                                                           | JOHN W. HEDRICK<br>January 9, 1923                      |
|                                                           | CARTER DALTON<br>January 8, 1924                        |
|                                                           | ALVIN S. PARKER<br>January 8, 1924                      |

# THE COMMERCIAL NATIONAL BANK

## Officers

J. ELWOOD COX, President  
 C. M. HAUSER, Vice-President  
 V. A. J. IDOL, Vice-President and Trust Officer  
 C. H. MARRINER, Cashier  
 E. B. STEED, Assistant Cashier  
 W. T. SAUNDERS, Assistant Cashier  
 J. W. HIATT, Assistant Cashier

## Directors

|                                                                                             |                                                                                       |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| J. ELWOOD COX<br>President                                                                  | C. F. TOMLINSON<br>Secretary and Treasurer<br>Tomlinson Chair Manufacturing Co.       |
| F. M. PICKETT<br>President and Treasurer<br>Cotton Mills                                    | A. E. TATE<br>President and Treasurer<br>Tate Furniture Co.                           |
| R. R. RAGAN<br>Secretary and Treasurer<br>Beeson Hardware Co.                               | Jos. D. Cox<br>Secretary and Treasurer<br>J. Elwood Cox Manufacturing Co.             |
| D. A. STANTON<br>Physician                                                                  | V. A. J. IDOL<br>Vice-President and Trust Officer                                     |
| H. W. FRASER<br>Capitalist                                                                  | C. E. HAYWORTH<br>Secretary and Treasurer<br>Hayworth Roll and Panel Co.              |
| C. M. HAUSER<br>Vice-President                                                              | S. H. TOMLINSON<br>President and General Manager<br>Tomlinson Chair Manufacturing Co. |
| DRED PEACOCK<br>Attorney-at-Law                                                             | J. S. PICKETT<br>Secretary and Treasurer<br>Welch Furniture Co.                       |
| CHAS. F. LONG<br>Secretary and Treasurer<br>Southern Furniture Exposition<br>Building, Inc. | JOHN W. HEDRICK<br>Manager Lexington Grocery Co.                                      |
| FRED N. TATE<br>President and Treasurer<br>Continental Furniture Co.                        | CARTER DALTON<br>Attorney-at-Law                                                      |
| FRANK WINESKIE<br>Proprietor Southern Mirror Co.                                            | A. S. PARKER<br>Vice-President and Gen. Manager<br>Snow Lumber Company                |
| G. H. KEARNS<br>Secretary and Treasurer<br>Crown Hosiery Mills                              |                                                                                       |

# HIGH POINT, NORTH CAROLINA

a Statement of the Condition of

## THE COMMERCIAL NATIONAL BANK HIGH POINT, NORTH CAROLINA

As made to the Comptroller of the Currency  
 at the Close of Business, December 31, 1923

~~Balance~~

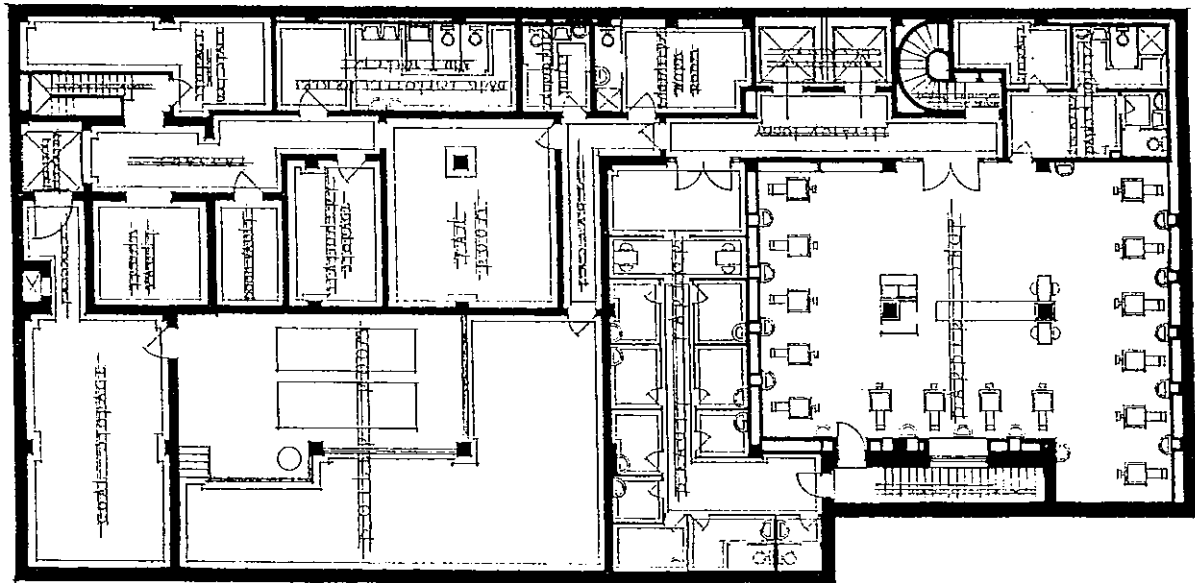
### RESOURCES

|                                                        |                       |
|--------------------------------------------------------|-----------------------|
| Loans and Discounts . . . . .                          | \$5,453,958.18        |
| Overdrafts . . . . .                                   | 761.01                |
| Customers' Liability Account Acceptances . . . . .     | 505,000.00            |
| U. S. Bonds, and Liberty Loan Bonds . . . . .          | 656,000.00            |
| North Carolina 4 per cent Bonds . . . . .              | 304,000.00            |
| Guilford County and City of High Point Bonds . . . . . | 135,000.00            |
| Stock in Federal Reserve Bank . . . . .                | 30,000.00             |
| Banking House and Furniture and Fixtures . . . . .     | 499,539.73            |
| Cash in vaults and due from banks . . . . .            | 1,195,546.89          |
| <b>TOTAL . . . . .</b>                                 | <b>\$8,779,805.81</b> |

### LIABILITIES

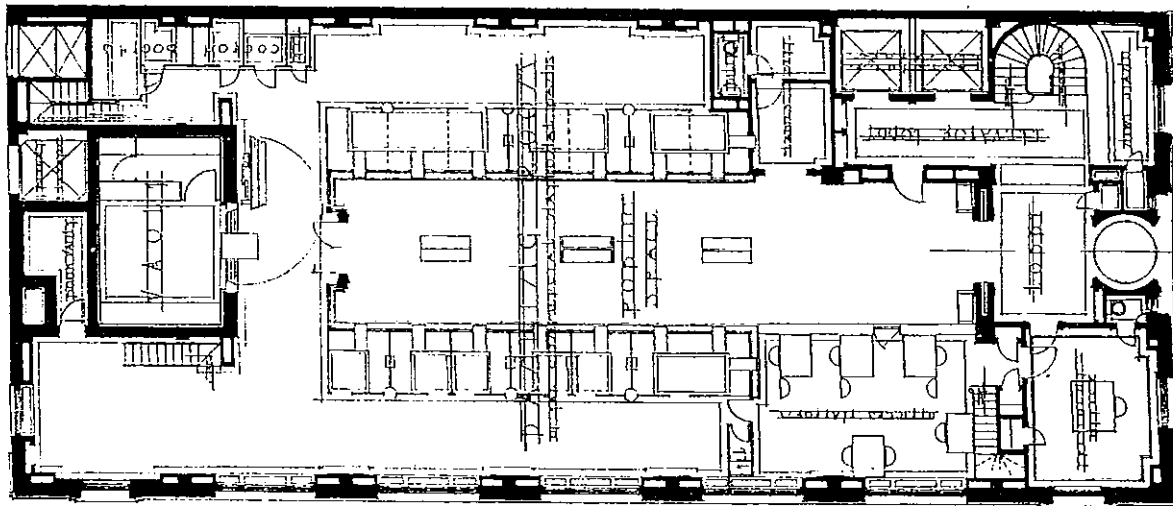
|                                              |                       |
|----------------------------------------------|-----------------------|
| Capital Stock . . . . .                      | \$500,000.00          |
| Surplus . . . . .                            | 500,000.00            |
| Undivided Profits . . . . .                  | 156,301.69            |
| Circulation . . . . .                        | 500,000.00            |
| Bills Payable and Re-Discounts . . . . .     | 857,761.39            |
| Bonds Borrowed . . . . .                     | 4,000.00              |
| Acceptances Executed for Customers . . . . . | 505,000.00            |
| Deposits . . . . .                           | 5,756,742.73          |
| <b>TOTAL . . . . .</b>                       | <b>\$8,779,805.81</b> |

# THE COMMERCIAL NATIONAL BANK



BASEMENT

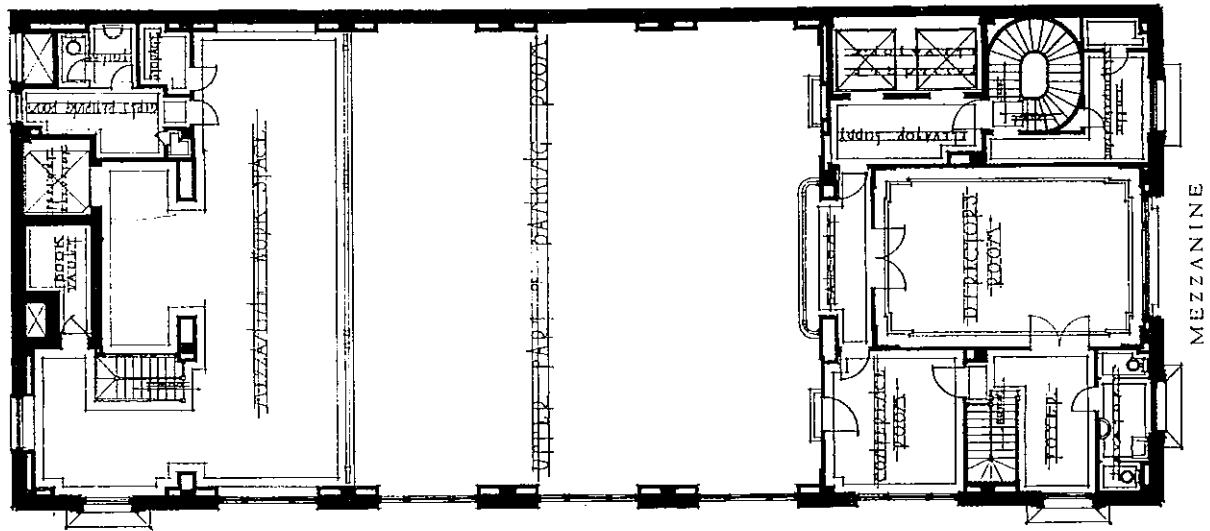
# HIGH POINT, NORTH CAROLINA



BANKING ROOM



# THE COMMERCIAL NATIONAL BANK



The Commercial National Bank Building  
164 S. Main Street  
High Point, North Carolina 27260

Chain of Title:

M. Jarrell and his wife, P.E. Jarrell, to Oliver S. Causey, Lot #6 consisting of one-half acre more or less, dated 2-26-1873. Guilford County Deed Book 61, p. 164.

O.S. Causey and his wife, N.L. Causey, to J.W. Fries and F. and H. Fries, dated 1-2-1878, to partially secure debt of \$2,500. Guilford County Deed Book 56, p. 49.

John W. Fries, Trustee of Forsyth County, N.C., and Oliver S. Causey and his wife, N.L. Causey to Joseph J. Cox, highest bidder at \$400 to pay off debt, on 1-15-1887. Guilford County Deed Book 77, P. 374.

Joseph J. Cox by will to his wife, Mary D. Cox, on 4-15-1903. Guilford County Will Book G, p. 334.

Mary D. Cox to The Commercial National Bank, a National Banking Corporation having its principal office in the City of High Point, County of Guilford, N.C., on 7-30-1921. Guilford County Deed Book 364, p. 371.

Joseph D. Cox and his wife, May R. Cox, to The Commercial National Bank, on 8-8-1921. Guilford County Deed Book 364, p. 370.

Joseph D. Cox and his wife, May R. Cox, to John D. Biggs, Receiver of the Commercial National Bank, by petition and order on 7-30-1936, which lists restrictions on use of property. Guilford County Deed Book 787, p. 480.

John D. Biggs, Receiver of the Commercial National Bank to Richardson Realty Inc, a N.C. Corporation on 8-5-1936. Guilford County Deed Book 787, p. 482.

Richardson Realty Inc. to Helen McAulay Lambeth of Davidson County, N.C., on 7-2-1945. Guilford County Deed Book 1074, p. 168.

Helen McAulay Lambeth to Lambeth Enterprises, Inc., a Guilford County, N.C., Corporation, on December 31, 1952. Guilford County Deed Book 1483, p. 127.



## MEMORANDUM

TO: Mayor, City Council, City Manager  
FROM: *RCM* Randy McCaslin, Assistant City Manager  
SUBJECT: 607 Idol Street Purchase Agreement  
DATE: November 10, 2009

Attached you will find the purchase agreement for the building located at 607 Idol Street. As we previously discussed, this building will be renovated and leased to the City of Greensboro for a period of ten (10) years. The Workforce Development Board, which is a department of the City of Greensboro, will then operate a JobLink Center in this building.

As you are aware, the purchase price for this property is \$1,700,000; and the purchase agreement is subject to the five (5) conditions listed in Exhibit A of the purchase agreement. One of these conditions is "Approval of purchase by the High Point City Council." Therefore we recommend to the City Council that it authorize staff to proceed with the purchase of the 607 Idol Street property, subject to the other conditions being satisfied.

If you have any questions, please do not hesitate to contact me.

## OFFER TO PURCHASE AND CONTRACT

The , City of High Point as Buyers, hereby offers to purchase and **Darrell W. McCall & McCall Family LTD Partnership**, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), up on the following terms and conditions:

**1. REAL PROPERTY:** Located in the City of High Point, County of Guilford, State of North Carolina, being known as and more particularly described as:

Street Address: **607 Idol Street, High Point, North Carolina**

Legal Description:

☐ All ☐ A portion of the property in Deed Reference: Book , Page No. , COUNTY, NC

**NOTE:** Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

**2. FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

**3. PERSONAL PROPERTY:** The following personal property is included in the purchase price:

**4. PURCHASE PRICE:** The purchase price is **\$1,700,000** and shall be paid as follows:

(a) \$0, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other to be deposited and held in escrow by ("Escrow Agent"), until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

**NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than / / , TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) \$ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) **\$1,700,000**, BALANCE of the purchase price in cash at Closing.

**5. CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of **\$1,700,000** (plus any financed VA Funding Fee or FHA MIP) for a term of **10** year(s), at an initial interest rate not to exceed **4.5%** per annum, with mortgage loan discount points not to exceed **N/A%** of the loan amount. Buyer shall apply for said loan within days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before **11/05/2009** and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within



five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows: N/A

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for purposes.

(c) **The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.**

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way. Exhibit A attached hereto and incorporated herein contains additional conditions.

**6. SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: **None**

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

**7. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of Closing. (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ NA per

**8. CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

**9. FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

**10. EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

**11. LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

## **12. PROPERTY DISCLOSURE AND INSPECTIONS:**

### **(a) Property Disclosure:**

☐ Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty

prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

**(b) Property Inspection:** Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before 10/15/2009. Seller shall provide written notice to Buyer of Seller's response within 7 days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

**(c) Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures except there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

**(d) Repairs:** Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

**(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**13. REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

**14. CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before / / at a place designated by Buyer. The deed is to be made to .

**15. POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached.

**16. OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

**17. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

**18. ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

**19. PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**20. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**21. ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

**22. NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.**

Date: \_\_\_\_\_

Buyer  (SEAL)

Date: \_\_\_\_\_

Seller \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Seller: \_\_\_\_\_ (SEAL)

## Exhibit A

- 5(f). Proper removal of underground storage tank(s) in accordance with all applicable state and federal laws and regulations. Appropriate documentation to support the removal of UST to Buyer.
- (g). Approval of purchase by High Point City Council
- (h). Approval of financing (Installment Purchase Agreement) plan by the State of North Carolina's Local Government Commission.
- (i). Approved lease with Workforce Development Board by all local government boards involved.
- (j). Approved lease with the State of North Carolina Employment Security Commission and the City of High Point.



NORTH CAROLINA

LEASE AGREEMENT

GUILFORD COUNTY

THIS LEASE, made this 17<sup>th</sup> day of November, 2009 by and between City of High Point, a North Carolina municipal corporation with its principal office at 211 South Hamilton Street, High Point, North Carolina 27261 ("City.") and City of Greensboro a North Carolina municipal corporation, having its principal office at 342 N. Elm Street, Greensboro, North Carolina 27407, North Carolina ("Tenant"). (City and Tenant are collectively referred to as "Parties".)

WHEREAS, City is the owner of the real property and building located at 607 Idol Street, High Point, North Carolina (hereinafter, "Premises"); and

WHEREAS, the Parties are both municipal corporations that conduct business relating to governmental functions and/or services and the Tenant enters into this Lease with the intention of continuing such business at the Premises; and

WHEREAS, City and Tenant desire to specify their rights and obligations with regard to Tenant's leasing the Premises pursuant to the provisions set forth in this Lease Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter contained, the Parties agree as follows:

The City hereby Leases to the Tenant and Tenant hereby Leases from City, the property and building located at 607 Idol Street, High Point, North Carolina, as follows:

1. **TERMS.** The term of this Lease shall begin on the date first set forth above and continue for ten (10) years ("Initial Term") thereafter through and including November, 16 2019. Unless otherwise set forth herein, each of the conditions in the Initial Term shall be applicable during any period of renewal.

2. **LEASE FEES.** Each year, Tenant shall pay the City an annual Lease Fee as set forth in Exhibit A, payable in twelve (12) equal monthly installments. The first payment for year one shall be paid on or before the 10<sup>th</sup> day of the month following the execution of this Lease. Thereafter, Tenant's monthly payments shall be due, without demand, on or before the 10<sup>th</sup> day of each month.

a. **UTILITIES, JANITORIAL SERVICES & GROUND MAINTENANCE.** Parties agree that Tenant's Lease Fees shall include costs of utilities, janitorial and ground maintenance expenses and City will make arrangements to provide such services for Tenant. Furthermore, the Lease Fees include payment to City for costs City incurred prior to Tenant taking possession of the premises, including but not limited to architecture services, remodeling and/or repair of the building.

b. **LEASE FEE ACCOUNT.** City will deposit Tenant's Lease Fees into a separate account which City shall establish and maintain similar to an escrow account ("Account"). City shall use funds in the Account to pay expenses relating to the Premises and/or Tenant's Lease of the Premises ("Overhead"). In the event excess funds remain in the account after all Overhead expenses have been paid in full, Tenant may access a portion of the excess funds if the Parties mutually agree to such. In the event the City's Overhead expenses exceed the available balance in the Account, the Parties shall immediately amend this Agreement to increase the Lease Fee amount Tenant pays to City and Exhibit A shall be amended to reflect the increased amounts.

c. **RETURN OF FUNDS.** Upon the expiration of this Lease, City will return any funds remaining in the Account after all Overhead expenses have been paid in full.

3. **CITY HELD HARMLESS.** The Parties agree that the only source of funds to be used by the City, relating to the Premises shall be the Account established for such purpose. Except as set forth herein, City shall not be responsible for payment of any costs associated with Tenant's Lease. The Tenant agrees to indemnify and hold City harmless from any and all damages arising out of Tenant's leasing of the Premises.

4. **DEPOSITS WAIVED.** The City waives any and all deposits, including a deposit for security.

5. **USE.** The Premises shall be used by the Tenant solely for business relating to government services. The Premises are Leased to the Tenant subject to all zoning restrictions and all ordinances, and to all building restrictions and regulations adopted by any governmental subdivisions having jurisdiction, which may now or hereafter affect the Leased Premises; and the Tenant agrees that it will make no unlawful or offensive use of the Premises, and will use and maintain any equipment, appliances, or apparatus therein or thereon, in accordance with laws, ordinances, regulations, and requirements, of any such governmental subdivision affecting the same.

6. **REPAIRS.** The City will be responsible for the upkeep of the roof and exterior walls, exclusive of the windows, window framing, doors and door framing, of said Premises in good condition. In the event the roof or any part of the exterior walls, windows, window framing, doors and/or door framing, shall become defective at any time during any term of this Lease, Tenant shall provide immediate notification to the City which will commence repair of the defective condition after a period of five (5) days from receipt of notice of said condition. As long as City commences repairs in accordance with the terms of this Lease, City shall not be liable to the Tenant for any damage Tenant may sustain to its merchandise or equipment in or on the demised Premises. The Tenant, at its own cost and expense, shall maintain (and replace when necessary) all other parts of the Premises, including windows, window framing, doors and door framing, in as good condition as when the Premises were received by it, and it shall return the Premises at the expiration or termination of this Lease in as good order and repair, less ordinary wear and tear, damage or loss by fire, the elements, or casualty excepted.

a. **MECHANICALS.** The City shall be responsible for repairs to the heating and air conditioning equipment unless such damage is caused by the negligent acts of Tenant, Tenant's agents or invitees.

b. **PLUMBING.** The City shall be responsible for repairs to the plumbing equipment unless such damage is caused by the negligent acts of Tenant, Tenant's agents or invitees.

7. **GLASS.** The Tenant shall be liable for any damage to or breakage of glass on the Premises occurring during the term of this Lease or any extension thereof, and agrees that it shall promptly replace any such damaged or broken glass at its own expense. The Tenant, at its option, may procure glass insurance for the said Premises.

8. **ALTERATIONS/FIXTURES.** The Tenant shall have the right and privilege to make, at its own expense, ordinary repairs and alterations to the Premises; provided, however, that no major alterations or changes of a structural nature shall be made without prior written consent of the City. The City accepts no responsibility for the placement, repair, maintenance or removal of trade fixtures, machinery, furniture, and equipment which Tenant places in the Premises. In the event Tenant desires to leave fixtures, machinery, furniture and/or equipment in the Premises at the end of the termination or expiration of the Lease, Tenant shall first obtain written approval of such from City. In the event it is agreed that Tenant leaves personal property in the Premises, said property will become the property of the City immediately upon date of termination or expiration of this Lease. In the event Tenant removes alterations, it shall do so at its own cost and expense and Tenant shall restore the Premises to its condition at commencement of the term of this Lease, ordinary wear and tear excepted.

9. **SUBLEASE** The Tenant shall have the right to sublet the whole or any part of the premises with the prior written consent to such subleasing, the Tenant shall still remain liable for all of its obligations hereunder, including, but not limited to, the payment of Lease Fees.

10. **SIGNS.** The Tenant will not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the Leased Premises or on the building in which the Leased Premises are located without first obtaining written approval of the City, such approval shall not be unreasonably withheld; and the Tenant further agrees to maintain such sign, lettering, etc., as may be approved by the City, in good condition and repair at all times. Any and all signage shall be erected in accordance to applicable ordinances and other laws regulating such.

11. **DAMAGE/INSURANCE.**

a. If the Leased Premises shall be damaged during the term (or terms) of this Lease by fire or any other casualty, the Premises shall be repaired and restored as nearly as possible, by and at the expense of the City; and until such repairs and restoration are effected, the Lease Payments shall be equitably apportioned according to the proportion of the Premises which may be usable by the Tenant;

provided, however, that if the building in which the Leased Premises are located shall be damaged to such an extent that the estimated cost of such repairs and restoration shall be greater than fifty (50%) percent of the building's value immediately before such damage, then either party shall have the option of terminating this Lease as of the date of the occurrence of such damage by giving written notice to the other party within fifteen (15) days thereafter.

- b. The Tenant at its own cost and expense shall keep its contents, furniture, furnishings, fixtures, and other property located in the Leased Premises insured for its current value against the hazards of fire or any other casualty which is among the hazards included in the standard extended coverage insurance form.

**12. INSPECTION.** The Tenant agrees that the City and its agents shall have the right to enter the Premises at all reasonable times to examine the same and make any repairs which City is required to make under the Lease. In addition City is permitted to show the Premises to prospective purchasers or tenants; and the Tenant further agrees that during the ninety (90) days prior to the expiration of the term of this Lease, City shall have the right to place notices on the front of the said Premises, or on any part thereof, offering the Premises for lease or for sale.

**13. NOTICE.** All rental notices, demands, and statements sent or required to be sent pursuant to the terms of this Lease shall be sent certified mail, return receipt requested, and if intended for the City, shall be addressed to it at: Randy McCaslin, Assistant City Manager, City of High Point, PO Box 230 High Point, North Carolina 27261. If intended for the Tenant, such notice(s) shall be addressed to: City of Greensboro, ATTN: Workforce Development Board, 342 North Elm Street, Greensboro, NC 27401. Either of the parties to this Lease, however, may designate a new address for the purpose of this paragraph by giving notice in writing to the other.

**14. EMINENT DOMAIN.** If the whole or any portion of the Leased Premises substantial enough to affect the use of the Premises by the Tenant shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, and in such event, this Lease shall be terminated as of the date when possession of the portion so taken shall be required for such use or purpose.

**15. HOLDOVER.** If the Tenant shall hold over and remain in possession of the Leased Premises after the expiration of the original term of this Lease or any extended term that may later be granted, such possession shall be as a month-to-month tenancy. During such month-to-month tenancy, rent shall be payable at 150% of the rate that was in effect during the last month of the preceding term and the provisions of the Lease shall be applicable.

**16. RIGHTS.** All rights and liabilities herein given to or imposed upon the parties to this Lease shall extend to and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

**17. DEFAULT.** The happening of any one or more of the following listed events shall constitute a breach of this Lease Agreement:



- a. The failure of Tenant to pay when due any rent payable under this Lease Agreement.
- b. The failure of Tenant or City to perform timely any acts required of it in the performance of the Lease or otherwise to comply with any term or provision hereof.

**18. EFFECTS OF DEFAULT.**

- a. Upon the occurrence of any event of default and the failure of Tenant or City to cure or remove same within fifteen (15) days after written notice of such default, the non-breaching party may, if it shall so elect, in addition to any other remedies available to it, terminate the term hereof upon written notice of termination to the other, and upon exercise of such election, the same shall be effective as of the date of the event of default;
- b. The rights and remedies of Tenant and/or City above provided are not exclusive and shall be in addition to and not in lieu of any other rights and remedies available hereunder, at law or in equity, on account of default by the other party.

**19. GOVERNING LAW.** This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina without regard to principles of conflicts of laws. Venue for any action shall be Guilford County, North Carolina. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of North Carolina.

**20. COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state and local laws, ordinances and regulations (including environmental laws and regulations) relative to the Premises and the activities that take place thereon.

**21. SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions of this Agreement which shall remain in full force and effect.

**22. ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties with respect to its general subject matter.

**23. RESERVATION OF RIGHTS.** The failure of either Party to take action because of a default or violation of the terms of this Agreement by the other, shall not constitute a waiver thereof or relinquishment of the right to require strict performance, nor shall any custom or practice which may develop between the Parties in the course of performance of this Agreement be construed to waive or lessen the right of either Party to insist upon compliance with the provisions hereof by the other.

24. **INDEPENDENT CONTRACTORS AND THIRD PARTY BENEFICIARIES.** Both Parties shall be independent contractors unto one another. Nothing in this Agreement shall be construed to constitute the parties hereto as partners or as joint venturers, or either as agent of the other, and neither shall have the power to obligate or bind the other in any manner whatsoever. Unless otherwise specifically provided in this Agreement, no person or entity who is not a party to this Agreement will have any equitable or other rights by virtue of this Agreement.

25. **ADDITIONAL NECESSARY DOCUMENTS.** The Parties agree to execute any and all documents or instruments in writing, if such execution shall be necessary in order to effectuate the express provisions of this Agreement.

26. **MODIFICATION.** This Agreement may not be changed or amended except in writing signed by all Parties.

27. **BINDING EFFECT.** All of the terms and provisions of this Agreement shall be binding upon and be enforceable by the Parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

28. **PARAGRAPH HEADINGS.** Paragraph headings relating to the contents of a particular paragraph have been inserted for convenience of reference only and shall not be construed as part of the particular paragraph to which they refer.

IN WITNESS THEREOF, the Parties have made and executed this Lease Agreement as of the date and year first written above.

CITY OF HIGH POINT



(seal)

Strib Boynton  
City Manager

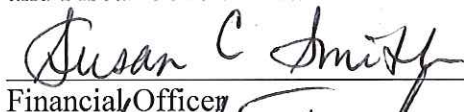
CITY OF GREENSBORO



Department Head Recommendation/Authorization

Date: 11/24/09

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

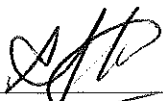
  
Financial Officer

Date: 11/24/09

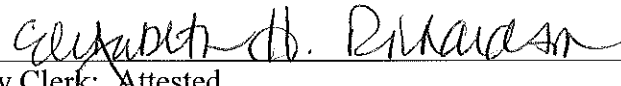


City Attorney: Approved as to form (Assistant City Atty.)

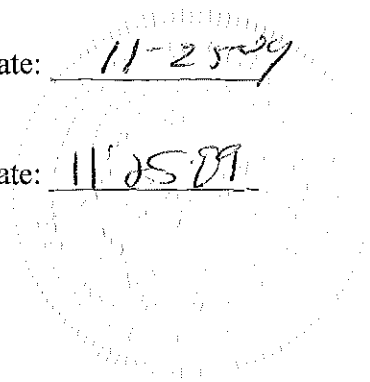
Date: 11-24-09

  
Assistant City Manager: Authorized

Date: 11-25-09

  
City Clerk: Attested

Date: 11-25-09



# Exhibit A

| Exhibit A                                                                                                                                                                        |         |         |         |         |         |         |         |         |         |         |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--|
| 607 Idol Street                                                                                                                                                                  |         |         |         |         |         |         |         |         |         |         |  |
| Joblink Center                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |  |
| 11/9/09 22,798 sq. ft.                                                                                                                                                           |         |         |         |         |         |         |         |         |         |         |  |
|                                                                                                                                                                                  | Year 1  | Year 2  | Year 3  | Year 4  | Year 5  | Year 6  | Year 7  | Year 8  | Year 9  | Year 10 |  |
| Joblink lease based on Year 1 rate of \$15.35 per sq. ft. for 22,798 sq. ft and increasing 1% per year to cover cost of increases for utilities and janitorial services contract |         |         |         |         |         |         |         |         |         |         |  |
|                                                                                                                                                                                  | 349,949 | 353,448 | 356,983 | 360,553 | 364,158 | 367,800 | 371,478 | 375,193 | 378,945 | 382,734 |  |
| Per Square Foot Cost                                                                                                                                                             | \$15.35 | \$15.50 | \$15.66 | \$15.82 | \$15.97 | \$16.13 | \$16.29 | \$16.46 | \$16.62 | \$16.79 |  |

<sup>1</sup>Both parties have agreed that this information is subject to revisions based upon actual costs incurred and adjustment of Lease Fee as referenced in the Lease.



## Fleet Services Department

Gary L. Smith  
DIRECTOR



### **MEMORANDUM**

**DATE:** November 11, 2009  
**TO:** Randy McCaslin, Assistant City Manager  
**FROM:** Gary L. Smith, Director of Fleet Services  
**SUBJECT:** Agenda Item – Demo (Used) Refuse Truck

*Gary L. Smith*

---

I respectfully request that the following be included for consideration on the Council Agenda scheduled for November 16, 2009:

Purchase of one demo (used) refuse truck to be used in the automated refuse collection program from Amick Equipment Company. This truck has been well maintained and should have a useful life of six to seven years. New trucks with similar equipment sell for over \$226,000. Purchasing a used truck will allow the city to reduce some of costs associated with implementing the new collection service, and allow for better separation on our replacement schedule. The following is a description of the truck:

2007 Autocar/Labrie 31 yard Side Loading Refuse Truck with 19,656 miles

Truck is priced at \$188,175

cc: Bob Martin, Purchasing  
cc: Patty Sykes, Purchasing

|                                           |
|-------------------------------------------|
| <b>BID INFORMATION AND RECOMMENDATION</b> |
|-------------------------------------------|

**BID #** Used Equipment Purchase

**DATE OPENED:** N/A

**DESCRIPTION:** Used Refuse Truck

**BID PACKAGES DISTRIBUTED:** N/A    **DEPARTMENT:** Fleet Services Department

**SOURCE OF FUNDS:** 101721-532203

**AMOUNT BUDGETED:** \$188,175.00

| QUANTITY/DESCRIPTION             | UNIT PRICE   | TOTAL        |
|----------------------------------|--------------|--------------|
| Used 2007 Autocar (Refuse Truck) | \$188,175.00 | \$188,175.00 |

**PURPOSE:** Purchase of one used side-loading refuse trucks for Fleet Services Department.

**COMMENTS:** This purchase is allowable under GS143-129(e)(10) which gives units of local government the authority to purchase used equipment without complying with competitive bidding requirements.

Funding for this truck is through an installment purchase agreement that was approved by Council on September 21, 2009.

The **PURCHASING DEPARTMENT, PUBLIC SERVICES DEPARTMENT** and **FLEET SERVICES DEPARTMENT** recommend that the contract for **USED SIDE LOADING REFUSE TRUCKS** be awarded to **AMICK EQUIPMENT COMPANY, INC.**, the lowest responsive and responsible bidder meeting specifications, in the amount of **\$188,175.00**.

DATE OF RECOMMENDATION: November 11, 2009

  
Strib Boynton, CITY MANAGER

## PLANNING AND ZONING COMMISSION RECOMMENDATION

On October 27, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Mark Walsh.

### **City of High Point**

### **Street Abandonment Case 09-22**

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed alley located between N. Centennial Street and Fourth Street, lying north of Richardson Avenue.

Mr. Mark Schroeder presented the request to the Commission and recommended approval as outlined in the staff report.

No one spoke in favor or opposition of Street Abandonment Case 09-22

The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 09-22, with the retention of an easement for the overhead electric lines, by a vote of 7-0.

**CITY OF HIGH POINT  
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT  
STREET ABANDONMENT CASE 09-22  
October 27, 2009**

| <b>Request</b>                                                        |                                                                                                                                                                                         |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicant:</b><br>City of High Point<br>Technical Review Committee | <b>Proposal:</b><br>Abandonment of an unimproved portion of an unnamed alley (see PB 2 Pg 67) located between N. Centennial Street and Fourth Street, lying north of Richardson Avenue. |

| <b>Adjacent Streets</b> |                        |                                   |
|-------------------------|------------------------|-----------------------------------|
| <b>Name:</b>            | <b>Classification:</b> | <b>R/W and Pavement Width:</b>    |
| Richardson Avenue       | Local Street           | 34 ft. r/w – 18 ft. curb & gutter |
| Mint Avenue             | Local Street           | 40 ft. r/w – 24 ft. curb & gutter |

| <b>Adjacent Property Zoning and Current Land Use</b> |                                                              |                                                  |
|------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------|
| North:                                               | Residential Single-Family-7 (RS-7)                           | Single-family residences                         |
| South:                                               | Central Business (CB)                                        | Retail Shopping Center                           |
| East:                                                | Residential Single-Family-7 (RS-7)                           | Single-family residences                         |
| West:                                                | Residential Single-Family-7 (RS-7) and Limited Business (LB) | Urban Ministries/Retail/Single-family residences |

|                 |
|-----------------|
| <b>Analysis</b> |
|-----------------|

The unimproved alley being considered for abandonment contains approximately 0.13 acres in area being approximately 10 feet in width by 555 feet in length and sparsely vegetated. The southern 35 feet of the right-of-way is improved with a residential driveway serving 705 Richardson Avenue.

The right-of-way contains overhead electric lines maintained by the City of High Point. No other utilities are present within the right-of-way. An easement needs to be retained for the overhead lines.

|                 |
|-----------------|
| <b>Findings</b> |
|-----------------|

The Technical Review Committee (TRC) reviewed this request on July 29, 2009 and identified no issues that would prevent its abandonment.

This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and found not to deprive owners in the vicinity of the right-of-way or in the subdivision reasonable means of ingress and egress to their property

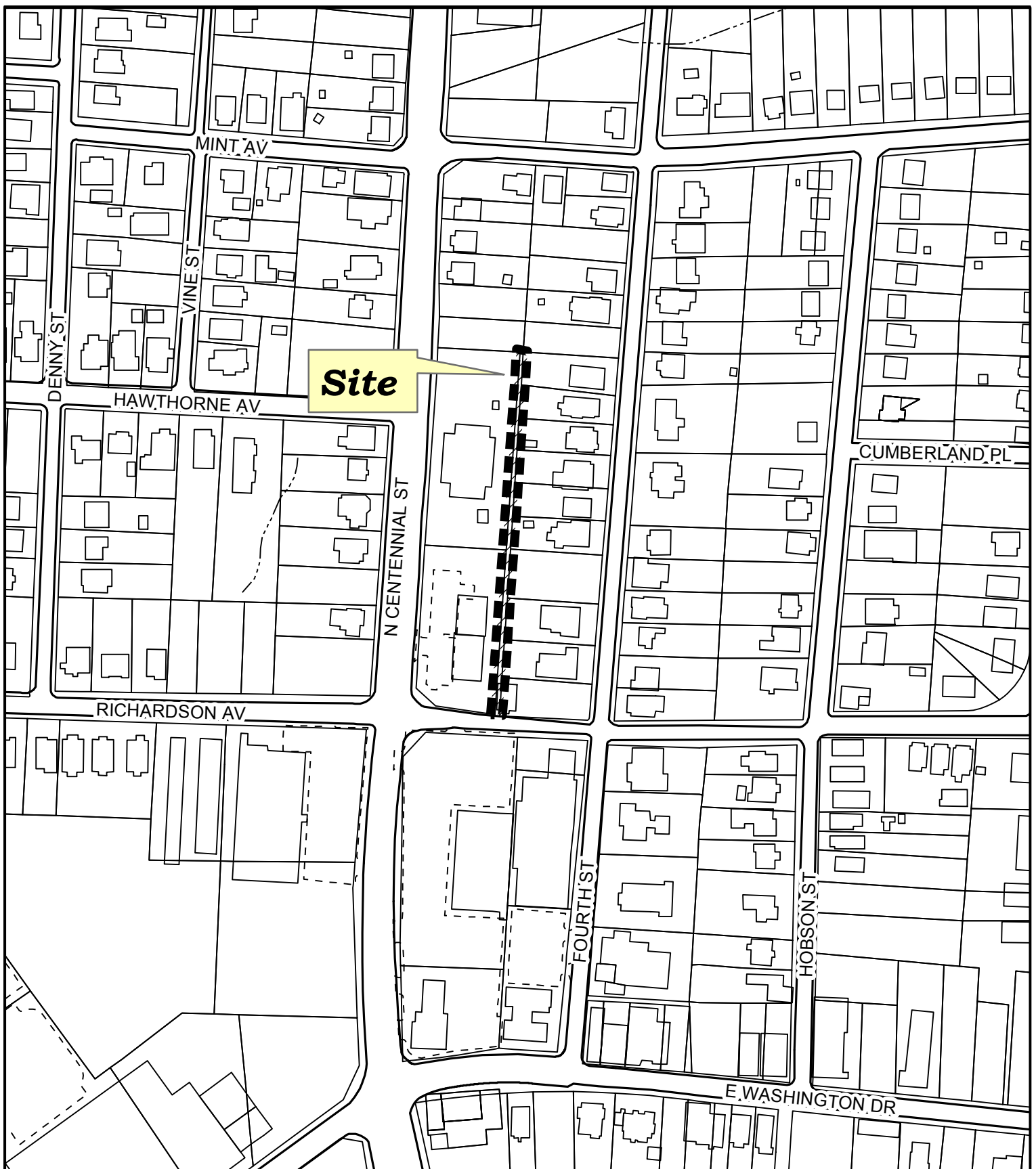


### **Recommendation**

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of an electric utility easement over the entire right-of-way based on preliminary findings that it is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

### **Report Preparation**

This report was prepared by Planning and Development Department staff member Mark Schroeder, AICP, Senior Planner and reviewed by Bob Robbins, AICP, Development Administrator, and Lee Burnette, AICP, Director.



# **STREET ABANDONMENT REQUEST SA09-22**

**Applicant: Technical Review Committee**

**Area: 0.13 acres**



**Location of requested street abandonment**

**Planning & Development  
Department**

**City of High Point**

**Date: September 10, 2009**



**Scale: 1"=200'**  
y:/ba-pz/2009/pz/sa09-22.mxd

Attachments: Photographs (October, 2009) and Aerial (February, 2008)



Looking north from Richardson Avenue.





Aerial with the abandonment area highlighted.



**DEPARTMENT OF PLANNING AND DEVELOPMENT  
INSPECTION SERVICES  
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE**

**REQUEST:** Ordinance to Vacate/Close

**PROPERTY**

**ADDRESS:** 268 Dorothy Street

**OWNER:** Shane and Sherri Kennedy

**FIRST**

**INSPECTION:** Number of Violations: Unsafe 13 Minor 15  
8-7-2009 \* fire damaged kitchen fixture  
\* no smoke detector  
\* unprotected water heater circuit, pressure relief valve

**HEARING**

**RESULTS:** Dwelling substandard; owner did not appear for hearing  
8-26-2009

**ORDER(S)**

**ISSUED:** Order to Repair or Vacate (60-day)  
8-26-2009 compliance date of 10-28-2009

**APPEALS:** None

**OWNER**

**ACTIONS:** no actions taken

**STATUS OF**

**CLOSED DWELLINGS:**  
11-9-2009 Occupied, no permits obtained or repairs started

**COMPLIANCE**

**DATE STATUS:** Conditions still exist  
10-28-2009

**EXTENSIONS:** none requested

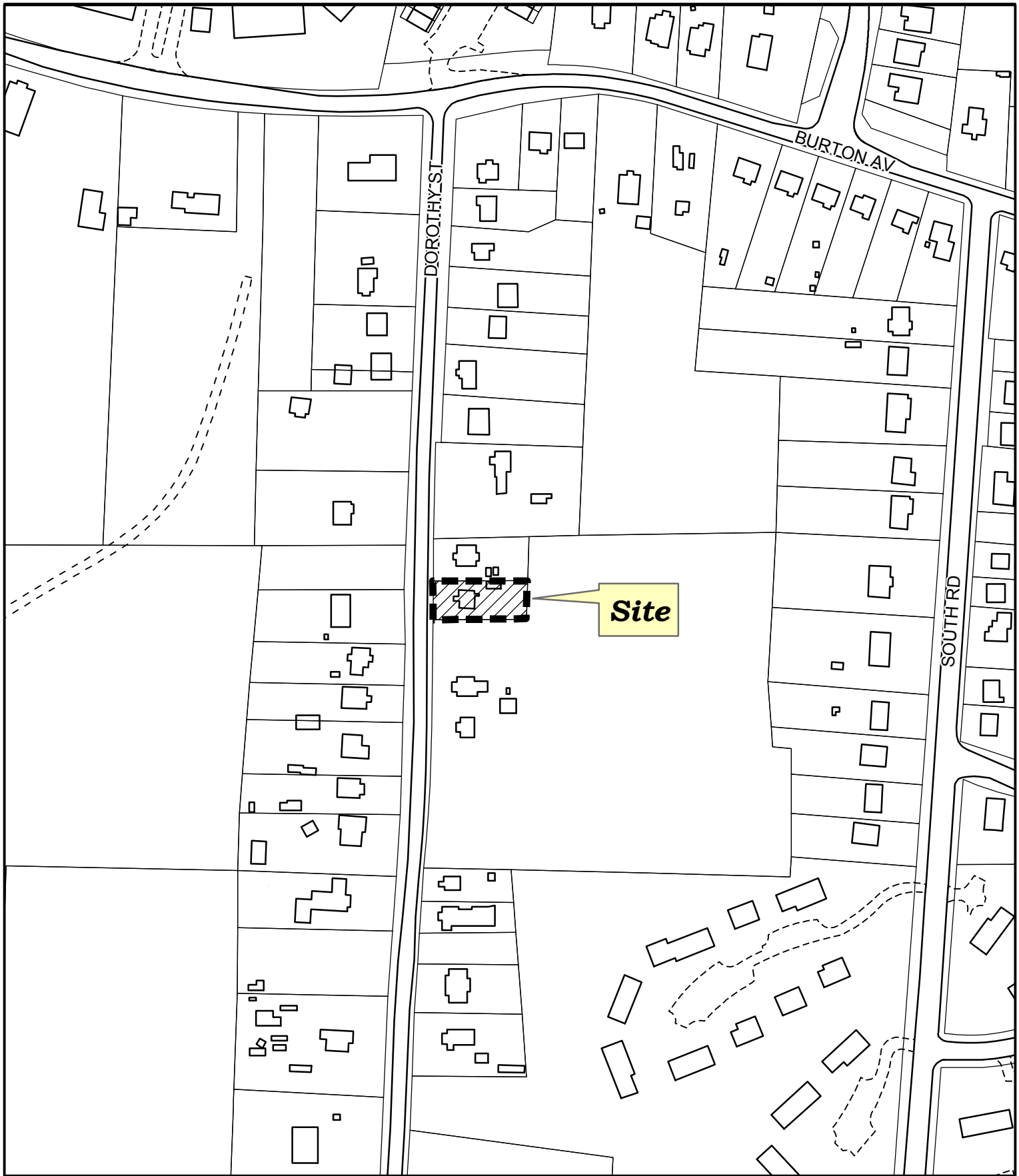
**STAFF COMMENTS:** \* several unsafe violations apply to detached garage



268 Dorothy Street



268 Dorothy Street



**268 Dorothy Street**

**Ordinance to Vacate/Close**



**Location of subject property**

**Department of Planning  
and Development**

**City of High Point**

**Date: November 10, 2009**



**Scale: 1"=200'**  
y:/ba-pz/Inspection/vacate





268 Dorothy Street



## MEMORANDUM

TO: Mayor, City Council, City Manager  
FROM: *RM* Randy McCaslin, Assistant City Manager  
SUBJECT: Workforce Development Lease Agreement  
DATE: November 10, 2009

Attached you will find a ten (10) year lease agreement with the City of Greensboro for the proposed JobLink Center located at 607 Idol Street. As we previously discussed, this lease covers the cost of utilities, building maintenance, janitorial services, interior and exterior renovations, and the City's cost for purchasing the building. If any of these expenses exceed the amount projected in the lease payment, the City of Greensboro agrees to amend the lease agreement to cover the excess expenses.

We recommend that the City Council approve this lease agreement subject to approval by the Greensboro City Council at their meeting on November 17, 2009.

If you have any questions, please do not hesitate to contact me.

**NORTH CAROLINA**

**LEASE AGREEMENT**

**GUILFORD COUNTY**

**THIS LEASE**, made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between City of High Point, a North Carolina municipal corporation with its principal office at 211 South Hamilton Street, High Point, North Carolina 27261 ("City.") and City of Greensboro a North Carolina municipal corporation, having its principal office at 342 N. Elm Street, Greensboro, North Carolina 27407, North Carolina ("Tenant"). (City and Tenant are collectively referred to as "Parties".)

**WHEREAS**, City is the owner of the real property and building located at 607 Idol Street, High Point, North Carolina (hereinafter, "Premises"); and

**WHEREAS**, the Parties are both municipal corporations that conduct business relating to governmental functions and/or services and the Tenant enters into this Lease with the intention of continuing such business at the Premises; and

**WHEREAS**, City and Tenant desire to specify their rights and obligations with regard to Tenant's leasing the Premises pursuant to the provisions set forth in this Lease Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions hereinafter contained, the Parties agree as follows:

The City hereby Leases to the Tenant and Tenant hereby Leases from City, the property and building located at 607 Idol Street, High Point, North Carolina, as follows:

1. **TERMS.** The term of this Lease shall begin on the date first set forth above and continue for ten (10) years ("Initial Term") thereafter through and including \_\_\_\_\_, 2019. Unless otherwise set forth herein, each of the conditions in the Initial Term shall be applicable during any period of renewal.

2. **LEASE FEES.** Each year, Tenant shall pay the City an annual Lease Fee as set forth in Exhibit A, payable in twelve (12) equal monthly installments. The first payment for year one shall be paid on or before the 10<sup>th</sup> day of the month following the execution of this Lease. Thereafter, Tenant's monthly payments shall be due, without demand, on or before the 10<sup>th</sup> day of each month.

a. **UTILITIES, JANITORIAL SERVICES & GROUND MAINTENANCE.** Parties agree that Tenant's Lease Fees shall include costs of utilities, janitorial and ground maintenance expenses and City will make arrangements to provide such services for Tenant. Furthermore, the Lease Fees include payment to City for costs City incurred prior to Tenant taking possession of the premises, including but not limited to architecture services, remodeling and/or repair of the building.

- b. **LEASE FEE ACCOUNT.** City will deposit Tenant's Lease Fees into a separate account which City shall establish and maintain similar to an escrow account ("Account"). City shall use funds in the Account to pay expenses relating to the Premises and/or Tenant's Lease of the Premises ("Overhead"). In the event excess funds remain in the account after all Overhead expenses have been paid in full, Tenant may access a portion of the excess funds if the Parties mutually agree to such. In the event the City's Overhead expenses exceed the available balance in the Account, the Parties shall immediately amend this Agreement to increase the Lease Fee amount Tenant pays to City and Exhibit A shall be amended to reflect the increased amounts.
- c. **RETURN OF FUNDS.** Upon the expiration of this Lease, City will return any funds remaining in the Account after all Overhead expenses have been paid in full.
3. **CITY HELD HARMLESS.** The Parties agree that the only source of funds to be used by the City, relating to the Premises shall be the Account established for such purpose. Except as set forth herein, City shall not be responsible for payment of any costs associated with Tenant's Lease. The Tenant agrees to indemnify and hold City harmless from any and all damages arising out of Tenant's leasing of the Premises.
4. **DEPOSITS WAIVED.** The City waives any and all deposits, including a deposit for security.
5. **USE.** The Premises shall be used by the Tenant solely for business relating to government services. The Premises are Leased to the Tenant subject to all zoning restrictions and all ordinances, and to all building restrictions and regulations adopted by any governmental subdivisions having jurisdiction, which may now or hereafter affect the Leased Premises; and the Tenant agrees that it will make no unlawful or offensive use of the Premises, and will use and maintain any equipment, appliances, or apparatus therein or thereon, in accordance with laws, ordinances, regulations, and requirements, of any such governmental subdivision affecting the same.
6. **REPAIRS.** The City will be responsible for the upkeep of the roof and exterior walls, exclusive of the windows, window framing, doors and door framing, of said Premises in good condition. In the event the roof or any part of the exterior walls, windows, window framing, doors and/or door framing, shall become defective at any time during any term of this Lease, Tenant shall provide immediate notification to the City which will commence repair of the defective condition after a period of five (5) days from receipt of notice of said condition. As long as City commences repairs in accordance with the terms of this Lease, City shall not be liable to the Tenant for any damage Tenant may sustain to its merchandise or equipment in or on the demised Premises. The Tenant, at its own cost and expense, shall maintain (and replace when necessary) all other parts of the Premises, including windows, window framing, doors and door framing, in as good condition as when the Premises were received by it, and it shall return the Premises at the expiration or termination of this Lease in as good order and repair, less ordinary wear and tear, damage or loss by fire, the elements, or casualty excepted.



- a. **MECHANICALS.** The City shall be responsible for repairs to the heating and air conditioning equipment unless such damage is caused by the negligent acts of Tenant, Tenant's agents or invitees.
  - b. **PLUMBING.** The City shall be responsible for repairs to the plumbing equipment unless such damage is caused by the negligent acts of Tenant, Tenant's agents or invitees.
7. **GLASS.** The Tenant shall be liable for any damage to or breakage of glass on the Premises occurring during the term of this Lease or any extension thereof, and agrees that it shall promptly replace any such damaged or broken glass at its own expense. The Tenant, at its option, may procure glass insurance for the said Premises.
8. **ALTERATIONS/FIXTURES.** The Tenant shall have the right and privilege to make, at its own expense, ordinary repairs and alterations to the Premises; provided, however, that no major alterations or changes of a structural nature shall be made without prior written consent of the City. The City accepts no responsibility for the placement, repair, maintenance or removal of trade fixtures, machinery, furniture, and equipment which Tenant places in the Premises. In the event Tenant desires to leave fixtures, machinery, furniture and/or equipment in the Premises at the end of the termination or expiration of the Lease, Tenant shall first obtain written approval of such from City. In the event it is agreed that Tenant leaves personal property in the Premises, said property will become the property of the City immediately upon date of termination or expiration of this Lease. In the event Tenant removes alterations, it shall do so at its own cost and expense and Tenant shall restore the Premises to its condition at commencement of the term of this Lease, ordinary wear and tear excepted.
9. **SUBLEASE** The Tenant shall have the right to sublet the whole or any part of the premises with the prior written consent to such subleasing, the Tenant shall still remain liable for all of its obligations hereunder, including, but not limited to, the payment of Lease Fees.
10. **SIGNS.** The Tenant will not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the Leased Premises or on the building in which the Leased Premises are located without first obtaining written approval of the City, such approval shall not be unreasonably withheld; and the Tenant further agrees to maintain such sign, lettering, etc., as may be approved by the City, in good condition and repair at all times. Any and all signage shall be erected in accordance to applicable ordinances and other laws regulating such.
11. **DAMAGE/INSURANCE.**
  - a. If the Leased Premises shall be damaged during the term (or terms) of this Lease by fire or any other casualty, the Premises shall be repaired and restored as nearly as possible, by and at the expense of the City; and until such repairs and restoration are effected, the Lease Payments shall be equitably apportioned according to the proportion of the Premises which may be usable by the Tenant;

provided, however, that if the building in which the Leased Premises are located shall be damaged to such an extent that the estimated cost of such repairs and restoration shall be greater than fifty (50%) percent of the building's value immediately before such damage, then either party shall have the option of terminating this Lease as of the date of the occurrence of such damage by giving written notice to the other party within fifteen (15) days thereafter.

- b. The Tenant at its own cost and expense shall keep its contents, furniture, furnishings, fixtures, and other property located in the Leased Premises insured for its current value against the hazards of fire or any other casualty which is among the hazards included in the standard extended coverage insurance form.

12. **INSPECTION.** The Tenant agrees that the City and its agents shall have the right to enter the Premises at all reasonable times to examine the same and make any repairs which City is required to make under the Lease. In addition City is permitted to show the Premises to prospective purchasers or tenants; and the Tenant further agrees that during the ninety (90) days prior to the expiration of the term of this Lease, City shall have the right to place notices on the front of the said Premises, or on any part thereof, offering the Premises for lease or for sale.

13. **NOTICE.** All rental notices, demands, and statements sent or required to be sent pursuant to the terms of this Lease shall be sent certified mail, return receipt requested, and if intended for the City, shall be addressed to it at: Randy McCaslin, Assistant City Manager, City of High Point, PO Box 230 High Point, North Carolina 27261. If intended for the Tenant, such notice(s) shall be addressed to: City of Greensboro, ATTN: Workforce Development Board, 342 North Elm Street, Greensboro, NC 27401. Either of the parties to this Lease, however, may designate a new address for the purpose of this paragraph by giving notice in writing to the other.

14. **EMINENT DOMAIN.** If the whole or any portion of the Leased Premises substantial enough to affect the use of the Premises by the Tenant shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, and in such event, this Lease shall be terminated as of the date when possession of the portion so taken shall be required for such use or purpose.

15. **HOLDOVER.** If the Tenant shall hold over and remain in possession of the Leased Premises after the expiration of the original term of this Lease or any extended term that may later be granted, such possession shall be as a month-to-month tenancy. During such month-to-month tenancy, rent shall be payable at 150% of the rate that was in effect during the last month of the preceding term and the provisions of the Lease shall be applicable.

16. **RIGHTS.** All rights and liabilities herein given to or imposed upon the parties to this Lease shall extend to and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

17. **DEFAULT.** The happening of any one or more of the following listed events shall constitute a breach of this Lease Agreement:

- a. The failure of Tenant to pay when due any rent payable under this Lease Agreement.
- b. The failure of Tenant or City to perform timely any acts required of it in the performance of the Lease or otherwise to comply with any term or provision hereof.

**18. EFFECTS OF DEFAULT.**

- a. Upon the occurrence of any event of default and the failure of Tenant or City to cure or remove same within fifteen (15) days after written notice of such default, the non-breaching party may, if it shall so elect, in addition to any other remedies available to it, terminate the term hereof upon written notice of termination to the other, and upon exercise of such election, the same shall be effective as of the date of the event of default;
- b. The rights and remedies of Tenant and/or City above provided are not exclusive and shall be in addition to and not in lieu of any other rights and remedies available hereunder, at law or in equity, on account of default by the other party.

**19. GOVERNING LAW.** This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina without regard to principles of conflicts of laws. Venue for any action shall be Guilford County, North Carolina. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of North Carolina.

**20. COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state and local laws, ordinances and regulations (including environmental laws and regulations) relative to the Premises and the activities that take place thereon.

**21. SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions of this Agreement which shall remain in full force and effect.

**22. ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties with respect to its general subject matter.

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24. **INDEPENDENT CONTRACTORS AND THIRD PARTY BENEFICIARIES.** Both Parties shall be independent contractors unto one another. Nothing in this Agreement shall be construed to constitute the parties hereto as partners or as joint venturers, or either as agent of the other, and neither shall have the power to obligate or bind the other in any manner whatsoever. Unless otherwise specifically provided in this Agreement, no person or entity who is not a party to this Agreement will have any equitable or other rights by virtue of this Agreement.

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**IN WITNESS THEREOF,** the Parties have made and executed this Lease Agreement as of the date and year first written above.

**CITY OF HIGH POINT**

\_\_\_\_\_(seal)  
Strib Boynton  
City Manager

**CITY OF GREENSBORO**

\_\_\_\_\_(seal)



## Exhibit A

**607 Idol Street  
Joblink Center  
11/9/09 22,798 sq. ft.**

|                                                                                                                                                                                  |         |  |  |  |  |  |  |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--|--|--|--|--|--|--|--|--|--|
| 607 Idol Street<br>Joblink Center<br>11/9/09 22,798 sq. ft.                                                                                                                      |         |  |  |  |  |  |  |  |  |  |  |
| Joblink lease based on Year 1 rate of \$15.35 per sq. ft. for 22,798 sq. ft and increasing 1% per year to cover cost of increases for utilities and janitorial services contract | Year 1  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 2  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 3  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 4  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 5  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 6  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 7  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 8  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 9  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                  | Year 10 |  |  |  |  |  |  |  |  |  |  |
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<sup>1</sup>Both parties have agreed that this information is subject to revisions based upon actual costs incurred and adjustment of Lease Fee as referenced in the Lease.