

CITY OF HIGH POINT

AGENDA ITEM



Title: Lease Agreement with SECU for ATM Machine

From: Angela Kirkwood, HR Department

Meeting Date: December 15, 2014

Public Hearing: N/A

Advertising Date: December 3, 2014

Advertised By: City Clerk

Attachments: Lease Agreement w/attachment

PURPOSE:

Install SECU Cashpoint ATM machine in City of High Point's Municipal Building Commerce Street Parking Lot (last three parking spaces prior to parking lot exit).

BACKGROUND:

City employees and citizens have expressed their concern that the City Hall has no close accessible ATM machine. The closest locations are the Plaza Hotel lobby and the Post Office lobby. The many benefits of having an onsite ATM machine for employees, theatre patrons and other customers are:

- Allows city, county and state employees easy access to their cash at City Hall location
- Reduces or eliminates the need to accept checks in Customer Service
- Utility customers/theatre patrons/Market visitors will have easy access to their cash to handle a variety of transactions
- Easy access for all walking/driving by to handle cash transactions in the downtown area

BUDGET IMPACT: NONE

The SECU assumes all costs associated with install and maintenance of the ATM machine.

RECOMMENDATION / ACTION REQUESTED:

The Human Resources Department and the Theatre Department recommends and asks the City Council to approve the Lease Agreement between SECU and the City of High Point to install a Cashpoint ATM on City Hall property occupying three parking spaces in the Commerce Street Parking Lot.

**RESOLUTION APPROVING LEASE BETWEEN CITY OF HIGH POINT
AND STATE EMPLOYEES' CREDIT UNION FOR THE PURPOSE OF AN
AUTOMATED TELLER MACHINE**

WHEREAS, the City of High Point owns certain real property with an address of 211 South Hamilton Street, High Point, North Carolina; and

WHEREAS, the State Employees' Credit Union ("Lessee") desires to lease a portion of the City's property comprised of parking spaces 1 through 3 located in the Northeast corner of the East Commerce Drive City Hall parking lot ("Property") for the operation of an Automated Teller Machine ("ATM") for service to the public; and

WHEREAS, the City Council has determined that the City will not have need of the Property during the term of the Lease; and

WHEREAS, in consideration of leasing the Property, Lessee has agreed to:

1. The term of the Lease be for a period of three years beginning on March 1, 2015 and ending on the last day of February 2018, with an option of two three-year renewals, unless terminated under the provisions of the lease; and
2. The Lessee will occupy the Property for the purpose of constructing an ATM kiosk and in connection thereto, shall be responsible for the construction and installation of the ATM and for the upkeep, repair and maintenance of the said structure during the term of the Lease or any extension hereof; and

WHEREAS, the High Point City Council finds that providing the public with an ATM in this location serves the needs and general welfare of the public and is in the best interest of the City and its citizens; and

WHEREAS, North Carolina General Statute §160A-272 authorizes the City to enter into leases of up to ten (10) years upon resolution of the City Council adopted at a regular meeting after ten (10) days' public notice; and

WHEREAS, the required notice has been published and the City Council is convened in a regular meeting;

NOW THEREFORE BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL:

The City Council hereby approves the Lease of the City Property described above to State Employees' Credit Union for three (3) years, with the Lessee holding a right to renew for an additional two (2) three-year periods, and directs the appropriate City employees to execute any instruments necessary to the lease.

Adopted _____ (date)

Mayor

NORTH CAROLINA:

GUILFORD COUNTY:

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this TWELFTH day of, NOVEMBER, 2014, by and between, CITY OF HIGH POINT, hereinafter referred to as "Lessor"; and STATE EMPLOYEES' CREDIT UNION, a North Carolina corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That subject to the terms and conditions hereinafter set out, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land-moreover defined by EXHIBIT A (1 AND 2) located, 211 S. HAMILTON ST., HIGH POINT, County of, GUILFORD, State of North Carolina.

The terms and conditions of this Lease are as follows:

- 1) The term of this Lease shall be for a period of THREE (3) years beginning on the FIRST day of, MARCH, 2015, and ending on the LAST day of, FEBRUARY, 2018, unless extended or terminated under the other provisions of this Lease.
- 2) Lessor shall provide space to the Lessee rent free for the term of this Lease. Provisions for the extension of this Lease are set forth in Item # 12.
- 3) Lessee shall use and occupy the premises for the purpose of constructing a kiosk ATM, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 4) It is understood and agreed that Lessee shall be responsible for construction of the ATM and for the upkeep, repair, and maintenance of said structure during the term of this Lease or any extension hereof. At the expiration of the term of this Lease, or the prior termination of said Lease as herein provided, Lessee shall be responsible for removing said ATM from the premises and restoring the premises to their present condition.
- 5) During the term of this Lease, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the demised premises together with the equipment in said building insured against loss or damage by fire or other casualties.
- 6) Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
- 7) Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the premises by Lessee.

- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide written notice to Lessor of its intent to terminate this Lease Agreement. Upon such termination Lessee shall diligently repair the Leased Premises to its original condition prior to the installation of the ATM. After the Leased Premises are repaired, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the premises, or such portion thereof as will make the premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor.
- 10) All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.
- 11) Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, employees or invitees.
- 12) Lessor hereby grants unto Lessee the option to extend the term of this Lease for an additional TWO-THREE year periods commencing at the expiration of the primary term. ALL EXTENSIONS ARE TO BE GRANTED TO AN AGREED UPON RATE OF \$0.00 PER MONTH. Lessee shall provide to Lessor at least ninety (90) days prior to the expiration of the primary term written notice of its intention to extend.
- 13) If Lessee shall perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 14) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

CITY OF HIGH POINT
ATTN: JOANNE CARLYLE, CITY ATTORNEY
211 S. HAMILTON ST.
HIGH POINT, NC 27261

and to Lessee at:

State Employees' Credit Union
P. O. Box 27665
Raleigh, N. C. 27611

- 15) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- 16) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17) This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 18) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

THIS PORTION INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:
CITY OF HIGH POINT

BY: _____
CITY MANAGER

ATTEST:

CITY CLERK



LESSEE:
STATE EMPLOYEES' CREDIT UNION

BY: *[Signature]*
SENIOR VICE-PRESIDENT, FACILITIES SERV.

ATTEST:

Jacisaan
ASSISTANT CORPORATE SECRETARY

NORTH CAROLINA:
WAKE COUNTY:

This the 17th day of November, 2014, before me, *Jackie W. Parker*,
a Notary Public, personally came Dot Hinton, who, being duly sworn, says that she is Senior Vice-
President, Facilities Services of STATE EMPLOYEES' CREDIT UNION and that the seal affixed to the
foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was
signed and sealed by her in behalf of the said corporation by its authority duly given and the Senior Vice-
President, Facilities Services acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 17th day of November, 2014.

Jackie W. Parker
Jackie W. Parker
NOTARY PUBLIC

My Commission Expires:

Oct 28, 2019

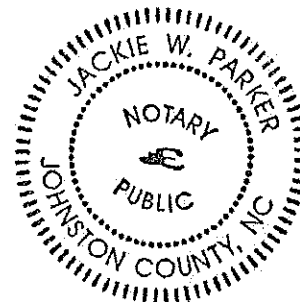


EXHIBIT "A"
1 of 2

BEING a 28' 2" by 17' area comprising parking spaces 1 through 3 as shown on Exhibit "A" page 2 of 2 attached hereto and made a part hereof. These spaces are located in the Northeast most corner of the City Hall parking lot as you exit onto E. Commerce Ave.

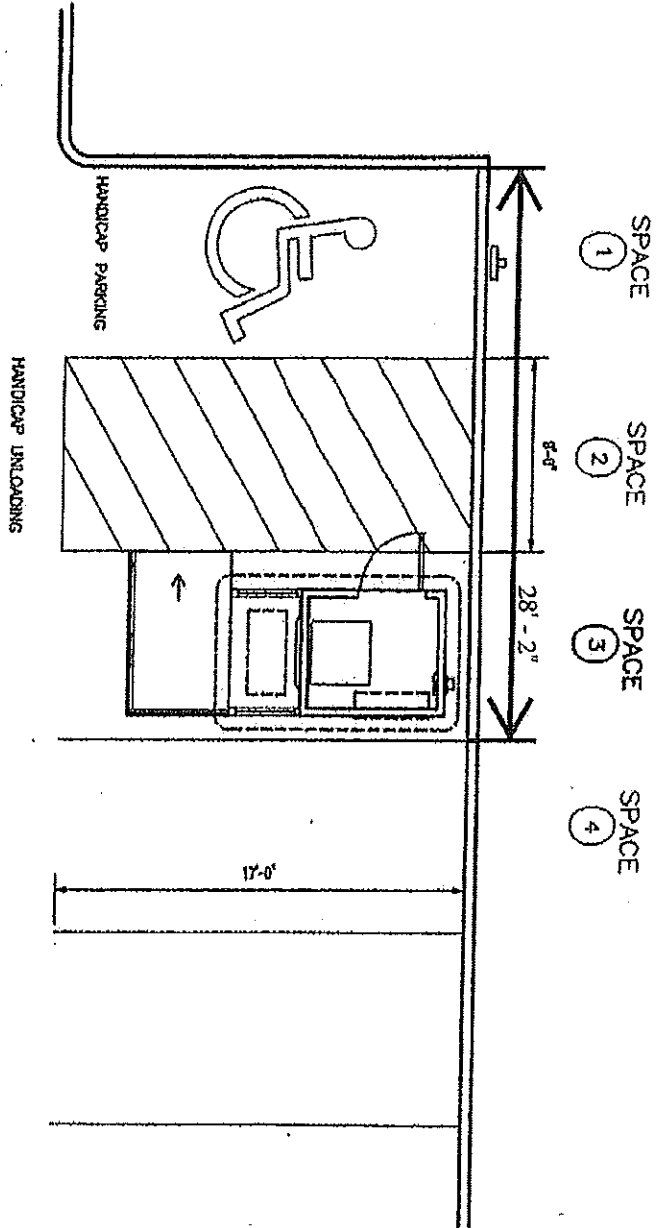
EXHIBIT A

2 OF 2

← E. COMMERCE AVE. →



NOTE:
KIOSK LOCATION PENDING
CITY OF HIGH POINT
APPROVAL



KIOSK LAYOUT PLAN

SCALE 1/8" = 1'-0"

RELIABLE
CONSTRUCTION COMPANY, INC.
ATM DIVISION
PHONE (704) 289-1501
FAX (704) 283-0854

STATE EMPLOYEES
CREDIT UNION
HIGHPOINT, NC

FILE: D39d1m Highpoint.dwg

SHEET

1 OF 1

