



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, October 22, 2024 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS / PROCLAMATIONS

- a. **2024 Centralina Regional Council Region of Excellence Award in the Category of Improving of Quality of Life for the Davidson Co-Responder Program**
- b. **2024 American Planning Association – North Carolina Chapter Marvin Collins Award in the Category of Sustainability and Resilience - Small Community for the Climate Action Plan**
- c. **World Polio Day**
- d. **Veterans Day**

III. CHANGES / ADOPTION OF THE AGENDA

IV. PUBLIC COMMENT - The Board shall provide at least one period for public comment per month at a regular meeting.

Prior to the start of the public comment period, persons wishing to address the Board of Commissioners will register on a sign-up sheet stationed by the meeting room door.

V. PUBLIC HEARING

a. Historic Landmark Designation of John Eli Brattain House 305 South Main Street

Summary: Perched for more than 140 years at the corner of South Main and Walnut Streets, the John Eli Brattain House remains, according to town historian Mary D. Beaty, “one of the loveliest and best preserved Victorian houses in this entire region.” The circa 1883 Folk Victorian house – identified as a contributing structure within the Davidson Historic District listed on the National Register of Historic Places – is unique in Davidson due to its extensive Carpenter Gothic and Italianate influences, evidenced in such exuberant embellishments as its icicle-like bargeboard, three-dimensional pendills, decorative brackets, porches with turned

spindles and ornate spandrels, and intricately incised window top and dormer designs. The house is the handiwork of its original resident: notable carpenter, woodworker, mechanic, entrepreneur, and civic leader John Eli Brattain. The architectural significance, high level of workmanship throughout, and remarkable integrity of the well-preserved Brattain House render it an excellent candidate for historic landmark designation. The Brattain House is recommended for both interior and exterior landmark designation.

Commissioners will hold a public hearing on the question of designating as a historic landmark the property known as the “John Eli Brattain House,” including the interior and exterior of the building and the approximately 0.322 acres of land listed under Tax Parcel Identification Number 00701884.

VI. CONSENT

Consent items are typically non-controversial and routine items. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to old business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion.

- a. Consider Approval of Draft September Meeting Minutes**
Summary: Draft Meeting Minutes from the September 10 and September 24 regular meetings.
- b. Consider Adoption of Ordinance 2024-08 Request Street Closure for Christmas in Davidson and Ordinance 2024-09 Request Street Closure for the North Mecklenburg Holiday Parade**
Summary: Each year, the Town of Davidson Board of Commissioners requests that the North Carolina Department of Transportation undertake the formal steps necessary to request street closures in order to conduct Christmas in Davidson (O2024-08) and the North Mecklenburg Holiday Parade (O2024-09) and per NCGS §20-169 (3).
- c. Consider Approval of Budget Amendment 2025-12-ASC Cultural Block Grant for Zeb Harrison Praise Band to Perform at Christmas in Davidson**
Summary: Consider approval of Budget Amendment 2025-12 for \$8,125 from the ASC Cultural Block Grant for the Zeb Harrison Praise Band to Perform at Christmas in Davidson on December 5, 6, and 7.
- d. Consider Approval of Noise Ordinance Variance Request – Davidson Housing Coalition Block Party on November 7, 2024**
Summary: Davidson Housing Coalition has requested a noise ordinance variance for Thursday, November 7 from 5:00 p.m. to 7:00 p.m., for a block party in the Creekside parking lot. Staff has reviewed and have no objections.
- e. Consider Approval of U.S. Department of Justice Grant for Police Domestic Violence Investigator Position and Budget Amendment 2025-13**

Summary: The Town of Davidson has been awarded a U.S. Department of Justice Grant to create a domestic violence investigator position in the Police Department to enhance law enforcement and prosecution responses to domestic violence, dating violence, sexual assault, and stalking as part of a coordinated community response. The grant is for \$499,227 with no local match and the town must formally accept the award. The grant fully funds the investigator position and initial startup costs for three years. At the conclusion of the grant period, the cost of the position would be paid for by the town. BA2025-13 covers the portion of the grant to be received in FY2025. This was previously discussed at the October 8, 2024, town board meeting.

VII. BUSINESS ITEMS

a. Consider Approval of a Service Contract Between the Development Finance Initiative and the Town of Davidson for Pre-Development Feasibility and Financial Incentive Services for the Development of Affordable Housing

Presenter: Alexander Cahill, Affordable Housing & Equity Director

Summary: At the July 9, 2024, Affordable Housing Work Session, Town staff presented an overview of the work that has occurred on the Town-Owned Land Affordable Housing Development process. This overview provided background information on what has occurred in the process to date, provided information on financing and partnerships, provided examples of affordable housing development, and shared the results from the site analysis done by Dewberry Engineering in consultation with Town staff. At the work session, Town staff noted that the next step would be to explore a partnership with the UNC School of Government's Development Finance Initiative (DFI).

At the October 8, 2024, Town Board meeting, Sarah Odio and Sonjia Turner from UNC's Development Finance Initiative made a presentation on what the organization does, what they have done in the past, and how their support will lead to the solicitation for a development partner, the drafting and signing of development agreements, the alignment and procurement of additional funding sources, and ultimately the construction of rental units on Town-owned land. DFI described how they will build off the Affordable Housing Needs Assessment Implementation Strategy to do a gap analysis of what we have and what we need, and provide data on an annual basis on the state of affordable housing inventory within the Town of Davidson.

There have been many engaging and great questions from the community and Town Board on how this service contract is different from the Affordable Housing Needs Assessment. The contract deliverables are different in several ways:

1.) DFI performs a community scan of all properties in the Town of Davidson for feasibility, not just Town-owned properties. This helps Town staff understand where future development should be supported as the Town implements its long-term affordable housing initiatives.

- 2.) DFI provides an assessment and data each year of the contract. The needs assessment utilizes data from 2019. This feeds into a Housing Gap Analysis that is current and helps inform you about affordable housing development projects going forward.
- 3.) DFI seeks out financing opportunities to make the project work.
- 4.) DFI supports selecting a Development Partner to begin the design-build phase.
- 5.) DFI helps craft the highly technical Development Agreement which will be required for any sites selected.
- 6.) DFI moves us from the pre-development phase to the development phase in affordable housing.

In addition, this scope does not preclude the Town from building on more than two sites, nor does it require the Town to build on at least two sites. The scope simply outlines what next steps DFI and the Town will take if at least one site is identified. If more than two sites require DFI expertise and additional funding mechanisms, a third or fourth site may be added to this scope in Phase II. Sites that are not identified as benefiting from additional financing and development expertise may come before the Town Board in a separate RFP process.

The Town Board is being asked to consider approval of the service contract at the October 22, 2024, meeting.

Action/Proposed Motion: Motion to Authorize the Town Manager to Enter into a Service Contract Between the Development Finance Initiative and the Town of Davidson in the Amount of \$96,100 for Pre-Development Feasibility and Financial Incentive Services for the Development of Affordable Housing.

b. Discuss Service Contract Between Rebuilding Together of Greater Charlotte and the Town of Davidson for Administration of the Essential Home Improvement Program

Presenter: Alexander Cahill, Affordable Housing & Equity Director

Summary: The Affordable Housing & Equity department is seeking to enter into a partnership with Rebuilding Together of Greater Charlotte as a new vendor to handle program administration and services under the Essential Home Improvement Program. Rebuilding Together of Greater Charlotte's (RTGC) mission is repairing homes, revitalizing communities, and rebuilding lives. They mobilize community volunteers and contractors to provide repairs that make homes safer and healthier for their neighbors in need. They actively partner with local organizations to connect communities that they serve with additional resources to help them meet their needs and help them create healthier, more vibrant neighborhoods. Rebuilding Together will be able to focus on grassroots work in identifying homes eligible for the program, managing intake, building relationships, informing and collaborating with the homeowner, and managing the home improvement project.

The Town's existing Essential Home Improvement program (formerly known as critical home repair) funded 10 homes through American Rescue Plan Act (ARPA) dollars. Seven (7) of these homes have been completed, two (2) are almost

completed, and one (1) home will begin work with Rebuilding Together this month. The Town Board initially approved \$50,000 in the FY2025 budget for the Essential Home Improvement program. As the average cost of a home improvement is \$48,026, additional funds for the program need to be identified if additional homes are to be supported through the end of this budget year. The Davidson Community Foundation (DCF) has agreed to support three additional essential home improvements as well, contributing up to \$10,000 per home. DCF will make payments directly to Rebuilding Together. The Affordable Housing and Equity Department has identified unassigned funds from the affordable housing fund balance that could be used to fund another three (3) additional homes through the end of June 30, 2025. The Town Board will be asked to consider approval of this service contract and a corresponding budget amendment at the November 26, 2024, board meeting on the consent agenda.

Action/Proposed Motion: This item is for discussion only.

c. Downtown Small Area Plan Update

Presenter: Kim Fleming, Economic Development Director

Summary: The Downtown Small Area Plan was adopted by the Board of Commissioners on February 28, 2023. This is a targeted, solution-oriented plan, informed by public input, that draws inspiration from the Town's Vision, Mission, and Values and further refines the actionable ideas and policy initiatives from the 2024-25 Town of Davidson Strategic Plan and the 2020 Comprehensive Plan.

Action/Proposed Motion: This item is for discussion only.

d. Consider Adoption of Ordinance 2024-10 Historic Landmark Designation of John Eli Brattain House 305 South Main Street

Presenter: Lindsay Laird, Senior Planner

Summary: Perched for more than 140 years at the corner of South Main and Walnut Streets, the John Eli Brattain House remains, according to town historian Mary D. Beaty, “one of the loveliest and best preserved Victorian houses in this entire region.” The circa 1883 Folk Victorian house – identified as a contributing structure within the Davidson Historic District listed on the National Register of Historic Places – is unique in Davidson due to its extensive Carpenter Gothic and Italianate influences, evidenced in such exuberant embellishments as its icicle-like bargeboard, three-dimensional pendills, decorative brackets, porches with turned spindles and ornate spandrels, and intricately incised window top and dormer designs. The house is the handiwork of its original resident: notable carpenter, woodworker, mechanic, entrepreneur, and civic leader John Eli Brattain. The architectural significance, high level of workmanship throughout, and remarkable integrity of the well-preserved Brattain House render it an excellent candidate for historic landmark designation. The Brattain House is recommended for both interior and exterior landmark designation.

Action/Proposed Motion: Motion to adopt Ordinance 2024-10 designating as a historic landmark the property known as the “John Eli Brattain House,” including the interior and exterior of the building, and the approximately 0.322 acre of land listed under Tax Parcel Number 00701884.

VIII. SUMMARIZE MEETING ACTION ITEMS

Town Manager will summarize items where the board has requested action items for the staff.

IX. ADJOURN



PROCLAMATION

Rotary International World Polio Day

WHEREAS, World Polio Day is observed annually on October 24th to commemorate the birth of Jonas Salk, who led the first team to develop a vaccine against poliomyelitis; and

WHEREAS, The global effort to eradicate polio has been one of the most successful public health initiatives, reducing polio cases by over 99% since 1988; and

WHEREAS, Rotary International, the World Health Organization, the U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation have led the Global Polio Eradication Initiative; and

WHEREAS, Polio is a highly infectious disease that can cause paralysis and sometimes even death, primarily affecting children under the age of five; and

WHEREAS, Thanks to extensive vaccination efforts, polio is now endemic in only two countries, Afghanistan and Pakistan, but it remains a threat until it is eradicated everywhere; and

WHEREAS, The eradication of polio will prevent an estimated 10 million cases of paralysis in children over the next 40 years and will save over \$40 billion in healthcare costs, particularly in low-income countries; and

WHEREAS, Continued vigilance and immunization are essential to ensure that polio does not return to polio-free countries; and

WHEREAS, The residents of Davidson are encouraged to support polio eradication efforts and raise awareness about the importance of vaccination; and

WHEREAS, The commitment to eradicating polio is a testament to what can be achieved when communities, governments, and organizations around the world work together towards a common goal; and

WHEREAS, On this World Polio Day, we honor the dedication and efforts of healthcare workers, volunteers, and organizations who strive to eliminate this disease and improve global health.

NOW, THEREFORE, BE IT RESOLVED, I, Mayor Rusty Knox of the Town of Davidson, do hereby proclaim October 24, 2024, as World Polio Day in Davidson, North Carolina, and encourage all citizens to join me and Rotary International in the fight for a polio-free world.

Proclaimed this the 22nd day of October 2024.

Rusty Knox
Mayor



PROCLAMATION
Veterans Day - November 11, 2024

WHEREAS, The contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and

WHEREAS, Tens of millions of Americans have served in the Armed Forces of the United States during the past century; and

WHEREAS, Hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century; and

WHEREAS, North Carolina is the most military and veteran-friendly state in the nation, with a large active military population and almost 800,000 veterans who call our state home; and

WHEREAS, Our veterans are brave and selfless individuals who, when duty called, willingly put themselves in harm's way to defend the lives and liberty of others; and

WHEREAS, Their abiding patriotism and enduring devotion to the ideals on which the United States is founded can never fail to inspire us; and

WHEREAS, The Town of Davidson seeks to continuously recognize the service and sacrifices made by our veterans and their family members; and

WHEREAS, The Town of Davidson invites all community members to attend the annual Veterans Day ceremony, held each year on Monday, November 11 at 11:00 a.m.; and

WHEREAS, The theme for Veterans Day 2024 is "A Legacy of Loyalty and Service" honoring the dedication and sacrifices of those who have served in the U.S. Armed Forces.

NOW, THEREFORE, I, Mayor Rusty Knox of the Town of Davidson, do hereby proclaim **November 11, 2024** as Veterans Day in the Town of Davidson and encourage all citizens to observe this day by acknowledging and honoring the contributions of our veterans.

Proclaimed this 22nd day of October 2024.

Rusty Knox
Mayor

Charlotte-Mecklenburg

Historic Landmarks Commission



John Eli Brattain House

305 South Main Street
Davidson, North Carolina 28036

Charlotte-Mecklenburg Historic Landmarks Commission
Local Landmark Designation Report
Prepared by Tommy Warlick

May 2024, Revised September 2024

ADDRESS OF PROPERTY

305 South Main Street
Davidson, North Carolina 28036

PARCEL ID NUMBER

00701884

DEED BOOK & PAGE

Book 38385, Page 30

ZONING

VI

AMOUNT OF LAND/ACREAGE TO BE DESIGNATED

Approximately 0.322 acre.

AD VALOREM TAX APPRAISAL

The Commission is aware that designation would allow the owner to apply for an automatic deferral of up to 50% of the Ad Valorem taxes depending upon the portion(s) of the property designated as the “historic landmark.” As of May 2024, the total appraised value of the parcel is \$663,400.

RECOMMENDATION FOR DESIGNATION

The Commission recommends the interior and exterior of the Brattain House and the tax parcel associated with the house for historic designation.

NAME/ADDRESS OF CURRENT PROPERTY OWNER

305 Main Holdings LLC
305 South Main Street
Davidson, North Carolina 28036

DESIGNATION REPORT CONTENTS

This report includes maps and representative photographs of the property, a brief historical sketch and architectural description of the property, an explanatory narrative as to the property’s chain of title, a list of the parameters of the interior designation, and documentation as to why and how the property meets the criteria for designation set forth in N.C.G.S. § 160D-945.

I. Abstract

Statement of Significance

Despite the many handsome residences and stately structures that comprise Davidson's well-preserved historic district, it is difficult to imagine the passerby who is not immediately smitten with the John Eli Brattain House. Perched for more than 140 years at the corner of South Main and Walnut Streets along the primary corridor into Davidson's downtown, the whimsically adorned Folk Victorian Brattain House remains, according to town historian Mary D. Beaty, "one of the loveliest and best preserved Victorian houses in this entire region," thanks in part to an exterior festooned with lavish icicle-like bargeboard and three-dimensional pendills, decorative brackets, and porches with turned spindles and ornate spandrels. The town's built environment includes other examples of Folk Victorian architecture, but none combine so strikingly the exuberant embellishments characteristic of the late 1800s Carpenter Gothic and Italianate styles as this fanciful Folk Victorian cottage. The uniqueness of its appearance and its longevity of its presence on that well-traveled roadway invests the Brattain House with a familiarity that has made the structure a recognizable and cherished landmark of the local community for generations. The house is the handiwork of its original resident: noted carpenter, woodworker, mechanic, entrepreneur, and civic leader John Eli Brattain. Both the architectural significance and remarkable integrity of the well-preserved Brattain House render the structure an excellent candidate for historic landmark designation.

Integrity Assessment and Statement

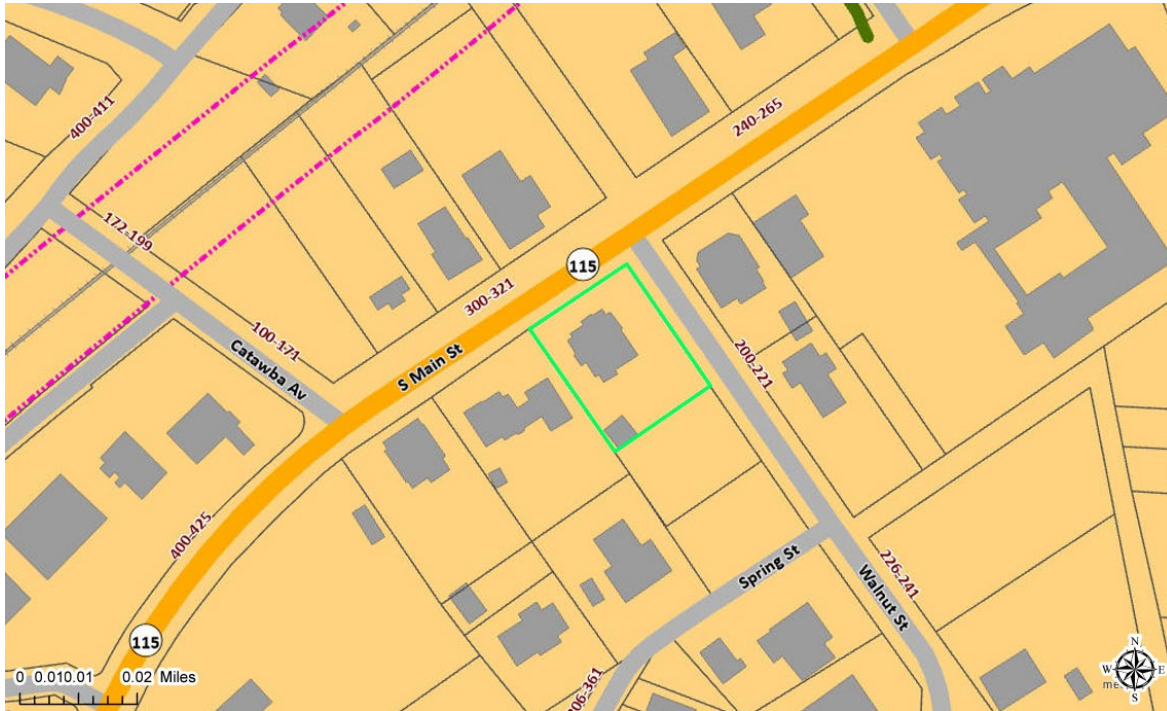
- **Location – HIGH:** The John Eli Brattain House is located at 305 South Main Street in Davidson, North Carolina, its original circa 1883 site of construction. It is prominently situated at the corner of South Main and Walnut Streets along the town's downtown corridor.
- **Design – MODERATE/HIGH:** The Brattain House was designed and constructed by its original occupant, John Eli Brattain, a noted carpenter and woodworker in the Davidson community in the late nineteenth century. Minimal exterior alterations made over fifty years ago – namely, the circa 1960s enclosure of an existing back porch to create a laundry room and the infilled brick pier foundation (completed at least as early as the 1940s) – have since acquired their own architectural significance and historic association with the house and its residents. However, none materially affected such original design elements of the house as its form, space, structure, massing, proportion, scale, color scheme, and elaborate ornamentation. Despite interior alterations made during the latter half of the twentieth century to suit the needs of its residents, the house retains numerous interior elements original to the house's construction. Most significantly, the Brattain House remains remarkably true to its original Folk Victorian architecture style, including its distinctive late nineteenth century Carpenter Gothic and Italianate influences.
- **Setting – HIGH:** The circa 1883 John Eli Brattain House is a contributing structure to the Davidson Historic District, listed on the National Register of Historic Places since 2008.

The house stands among several other historically significant late-nineteenth to early-twentieth century residences and structures including within its immediate vicinity the original Davidson Methodist Church (circa 1908), the Archie Brown House (circa 1905; constructed by John Brattain's son William), the Knox-Sloan-Cathey House (circa 1870), and the Reverend Campbell House (circa 1885). Distinguished by its uniquely exuberant ornamentation and its corner lot on South Main and Walnut Streets, the house has been a prominent focal point of Davidson's downtown corridor for more than 140 years.

- **Materials – MODERATE/HIGH:** Despite some interior alterations during the latter half of the twentieth century to suit the needs of its residents, the exterior and interior of the Brattain House maintain high levels of integrity of materials due to the breadth of extant original high-quality materials, including without limitation molded siding, German (or drop) siding, bargeboard ornamentation, wooden floors, plaster walls, crown and baseboard moldings, crystal and brass doorknobs and other door hardware, double-hung windows, window and door surrounds, and two to six paneled solid wood interior doors.
- **Workmanship – HIGH:** John Eli Brattain was a highly regarded carpenter and woodworker in the Davidson community in the late nineteenth century. His skills and high level of workmanship are readily evidenced throughout the Brattain House thanks to such extant elements as the twin entry porches with detailed chamfered posts, turned spindles and ornate spandrels, the jigsaw cut trim work, the decorative cornice-line brackets, the bargeboard icicle cutouts, the curvilinear incised designs in the tympanum of each dormer's pediment, the interior acorn-shaped pendills, and the late Victorian stairway with turned balustrade and heavily turned newel.
- **Feeling – HIGH:** The Brattain House – with its prominent downtown corridor location set among Davidson's other late-nineteenth to early-twentieth century residences and structures and its distinctive decorative elements, the use of high quality materials, and notable skilled workmanship – evokes a feeling of historic significance in terms of Davidson's postbellum development and prominence as a north Mecklenburg County community, the accompanying evolution of its residents' architectural sensibilities and entrepreneurial spirit, and the role of John Eli Brattain as both a carpenter who paid great attention to the detail of the buildings he constructed and an influential member of the local community. The Brattain House maintains a high level of integrity of feeling as an important and recognizable century-old Davidson landmark.
- **Association – HIGH:** The Brattain House maintains a high level of integrity as to its associative history. The house remains primarily associated with its builder and original occupant John Eli Brattain and his family, who lived in the home for nearly sixty years. However, the house is also associated with subsequent residents Connie Emma Williamson Gamble, a 40-year-old widow who singlehandedly raised six children aged 4 to 13 years old while also managing the family farm, and Robert and Isabel Hoyle who, as partners in the Cathey-Hoyle Company with Robert's sister Ruth Cathey and her husband William, mirrored the entrepreneurial spirit of the house's first resident by operating the company's adjacent funeral home, ambulance service, and insurance agency for thirty years.

II. Maps and Chain of Title

Mecklenburg County Tax Maps



Source: Mecklenburg County Land Use and Environmental Services Agency, Polaris 3G database.

Chain of Title

Transaction Date	Grantor	Grantee	Book	Page
9/21/2023	Estate of Isabel S. Hoyle	305 Main Holdings, LLC Identified as Lot No. 8, approx. $\frac{3}{4}$ acre	38385	30
5/27/1963	William A. & Ruth H. Cathey & Robert T. & Isabel S. Hoyle, all d/b/a Cathey-Hoyle Co.	Robert T. & Isabel S. Hoyle Identified as Lot No. 8, approx. $\frac{3}{4}$ acre	2436	389
8/29/1958	Anne Williamson	Isabel S. Hoyle (for PIN 00701815)	2011	415
4/20/1956	Connie W., Laura Mae, Mary Emma, Wallace M., & Wayne W. Gamble, Joseph G. & wife Sara C. Gamble, & Hilda L. Gamble Grosse & husband William M. Grosse Jr.	William A. & Ruth H. Cathey & Robert T. Hoyle, all d/b/a Cathey- Hoyle Co. (purchase price \$7,400 for PIN 00701884)	1858	283
2/26/1946	Otto H. & Elsie C. Eargle	Anne Williamson (for PIN 00701815)	1178	132
5/27/1944	Otto H. & Elsie C. Eargle	Connie W., Laura Mae, Joseph G., Mary Emma, Wallace M., Wayne W., & Hilda L. Gamble (purchase price \$4,000 for PIN 00701884)	1125	49
11/2/1943	John James, commissioner	Otto H. Eargle (purchase price \$2,700)	1107	191
9/15/1927	L.C. & Elizabeth Brattain	Janie Manara Brattain Henry, Minnie R. Brattain, & John North Brattain A 1/10 interest in Lot No. 8	685	141
7/26/1880	S.C. & wife Mary Jane Scofield	J.E. Bratain [sic] Identified as Lot No. 8, approx. $\frac{3}{4}$ acre (purchase price \$95)	25	170
5/20/1878	S.J. Johnston & W.P. Williams	S.C. Scofield Identified as Lot Nos. 7 & 8, approx. $1\frac{1}{2}$ acres (purchase price \$175)	19	169

Chain of Title Explanatory Narrative

The following narrative is offered in an attempt to clarify the convoluted nature of the chain of title for the subject property.

According to the 1880 deed received by John Eli Brattain (erroneously spelled Bratain on the deed), the $\frac{3}{4}$ acre Lot No. 8 purchased from S.C. and Mary Jane Scofield had 105 feet of frontage

on South Main Street and measured 300 feet deep. *Mecklenburg County Deeds Book 25, Page 170 (1880)*.

Brattain died in 1911, predeceasing his wife Mary Polly Honeycutt Brattain by approximately fifteen years and leaving her the house and property in his will. “*North Carolina, U.S., Wills and Probate Records, 1665-1998 for John E. Bratton*,” *Ancestry.com*, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/9061/images/007641087_01142?pId=1524427. It appears that after Polly’s 1926 death, Lot No. 8 was subdivided among the couple’s ten surviving children, as evidenced by one of John and Polly’s surviving children and his wife (Lewis Cleveland and Elizabeth Brattain) selling “their one-tenth undivided interest” in Lot No. 8 to three of the other Brattain children (Janie Manara Brattain Henry, Minnie Rosetta Brattain, and John North Brattain) in 1927 for \$450. *Mecklenburg County Deeds Book 685, Page 141 (1927)*. The Mecklenburg County Register of Deeds has no further record of subsequent transfers of interests in Lot No. 8 by or between the Brattain children.

Pursuant to a judgment entered in an early 1940s lawsuit captioned “W. A. Bratton et al. v. Elizabeth Nichols Bratton et al.,” pitting one or more of the Brattain siblings against the then-widowed Elizabeth Brattain on as-yet undiscovered legal claims, local commissioner John James was authorized to sell all interests in Lot No. 8 at a 1943 judicially ordered private sale. Otto H. Eargle purchased the property – still measuring 105 feet by 300 feet and “containing about $\frac{3}{4}$ of an acre” as surveyed in the original 1880 Scofield/Brattain deed – for \$2,700. *Mecklenburg County Deeds Book 1107, Page 191 (1943)*. On the same day of that purchase, Eargle and his wife Elsie borrowed \$2,500 from the Bank of Davidson. The note and deed of trust granted to the bank to secure that loan introduced further confusion into the chain of title. The document identified the mortgaged property as the same Lot No. 8 purchased at the judicial sale “except the rear 150 feet thereof.” That express exclusion is reflected in the metes and bounds description, giving the measurements of the mortgaged property as 105 feet by 150 feet, rather than the full 300 foot depth of the property that Eargle purchased in the judicial sale. However, the metes and bounds description did not make a corresponding reduction in the estimated acreage of the mortgaged parcel, maintaining the full “about $\frac{3}{4}$ of an acre” measurement of Lot No. 8 rather than reducing it to the approximate 0.36 acre that 15,750 square feet (105 ft. x 150 ft.) would yield. *Mecklenburg County Deeds Book 1098, Page 239 (1943)*.

The front portion of Lot No. 8 mortgaged by the Eargles included the Brattain House and maintained the property’s original 105 feet of South Main Street frontage. It is currently identified by Parcel ID Number 00701884. The rear portion of Lot No. 8 expressly retained by the Eargles also measured 105 feet by 150 feet, and until recently was identified by Parcel ID Number 00701815. That effective subdivision created two sublots, each containing approximately 0.36 acre.

In 1944, the Eargles sold the encumbered front subplot, including the Brattain House (Parcel ID Number 00701884), to Connie W. Gamble and her six children for \$4,000. Like the mortgage document, the 1944 deed gave the measurements of the transferred front subplot as 105 feet by 150 feet and repeated the same erroneous “about $\frac{3}{4}$ of an acre” measurement for that smaller subplot. The deed then compounded the error by describing the transferred front subplot as the same lot that Eargle purchased at the 1943 judicial sale “except 155 feet thereof,” thereby increasing the size of the rear subplot by five feet. *Mecklenburg County Deeds Book 1125, Page 49 (1944)*. The Bank of Davidson relinquished the deed of trust on that front lot in February 1946 upon repayment of the

Eargles' loan. *Mecklenburg County Deeds Book 1098, Page 239 (1943) (loan satisfaction notation recorded February 19, 1946).*

Also in February 1946, following their move to Forsyth County, the Eargles sold the rear subplot (Parcel ID Number 00701815) to Anne Williamson, a sister of Connie W. Gamble who lived with Connie in the Brattain House at the time. That 1946 deed to Williamson contained no estimate of the rear subplot's acreage but gave its measurements as 105 feet by 135 feet. The deed then compounded that erroneous measurement by describing Williamson's purchased property as the same lot that Eargle purchased at the 1943 judicial sale less "a tract fronting 105' on Main Street and running back to a depth of 135' which was sold by the grantors herein [Otto and Elsie Eargle] to Connie N. [sic] Gamble and others in 1944." The combination of that reference to the property Eargle purchased at the 1943 judicial sale with the erroneous depth measurement of the front subplot sold to the Gambles (listed in the 1944 Gamble deed as 150 feet) effectively granted Williamson an additional fifteen feet that the Eargles had sold to the Gambles two years prior. *Mecklenburg County Deeds Book 1178, Page 132 (1946) (emphasis added)*; *U.S. Census Bureau, 1950 United States Federal Census, Form P1 – 1950 Census Population and Housing, Town of Davidson, Mecklenburg County, North Carolina, E.D. number 60-42, sheet number 4, April 18, 1950, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/149269402:62308?tid=&pid=&queryId=12c7e8ea-9e5f-4992-9ded-1df47e61e0e5&phsrc=JpO282&phstart=successSource>* ("1950 U.S. Census, Deweese Population Schedule").

The Gamble family sold the front subplot (including the Brattain House) to the Davidson-based Cathey-Hoyle Company in April 1956 for \$7,400. The deed identified the three principals of that company as William A. Cathey, Ruth H. Cathey, and Robert T. Hoyle, and repeated the measurement and acreage errors from the deed that the Gambles received from the Eargles. *Mecklenburg County Deeds Book 1858, Page 283 (1956)*. In August 1958, Hoyle's wife Isabel S. Hoyle purchased the rear subplot from Williamson in a deed that included the same measurement and acreage errors stated in the deed Williamson received from the Eargles. That deed also erroneously identified the bounding side street of the sold property as Elm Street, rather than Walnut Street. *Mecklenburg County Deeds Book 2011, Page 415 (1958)*. In May 1963, Robert and Isabel Hoyle purchased the front subplot from the Cathey-Hoyle Company (which, by that time, included Isabel as one of the principals of the company) in a deed that continued the measurement and acreage errors from the 1944 Eargle/Gamble deed. *Mecklenburg County Deeds Book 2436, Page 389 (1963)*. By deed of 1964, the Hoyles became joint and several owners of the rear subplot, thereby effectively consolidating ownership of what was once the entire $\frac{3}{4}$ acre Lot No. 8 that John Eli Brattain originally purchased from S.C. and Mary Jane Scofield in 1880. *Mecklenburg County Deeds Book 2543, Page 238 (1964)*.

Isabel Hoyle survived Robert and following her death, the present owner (305 Main Holdings, LLC) acquired both the front and rear sublots from her estate. *Mecklenburg County Deeds Book 38385, Page 30 (2023) (front subplot)*; *Mecklenburg County Deeds Book 38404, Page 754 (2023) (1964) (rear subplot)*. The 2023 deed for the rear subplot also corrected the "Elm Street" error from the 1958 Williamson/Hoyle deed. On June 25, 2024, the present owner filed a revised plat of the two sublots, showing a slightly reduced front subplot. That front subplot, measuring approximately 0.322 acre and still bearing the Parcel ID Number 00701884, is the sole parcel of land recommended herein for landmark designation.

In mid-2024, the rear subplot was subdivided into two parcels (Parcel ID Numbers 00701888 and 00701889) – each measuring approximately 0.196 acre – and assigned separate street addresses (216 and 222 Walnut Street, respectively). Those two parcels were transferred to Waterside Development HH LLC effective August 14, 2024. *Mecklenburg County Map Book 74, Page 49 (2023)*; *Mecklenburg County Deeds Book 39007, Page 127 (2024)*.

III. Historical Sketch

The nineteenth century founding and development of the Town of Davidson may be attributed primarily to the 1835 establishment and subsequent growth of Davidson College as an institution of higher learning predicated upon the values of the school’s Presbyterian founders. Prior to 1874, the town remained a small and somewhat isolated college community that began to grow as increasing numbers of students and faculty became associated with the college, requiring both housing and the various goods and services available from the community’s fledgling merchant class. Indeed, the school and surrounding community were so inextricably bound that the town itself was known as Davidson College until 1891.¹

The town’s development centered primarily along Plank Road (later known alternatively as Main Street and Davidson College Highway) – a wood-planked north/south oriented thoroughfare that skirted the west boundary of the evolving college campus – and Concord Road, an east/west oriented street that intersects Main Street, dividing it into North and South Main Street. With its campus situated within the area lying east of Main Street and north of Concord Road, the college acquired and developed much of the property bisected by North Main Street as academic buildings and faculty housing. The town’s business district also developed along North Main Street.²

Conversely, South Main Street – which remained farmland owned by the Patrick Johnston family throughout much of the 1860s – developed as a residential area for local families engaged primarily in farming and local business ventures. It was on South Main Street that John Eli Brattain decided to raise his family. Other residents along that same corridor during the latter decades of the nineteenth century included the families of Methodist minister and Davidson’s first mayor William P. Williams, Linden Cotton Mill co-founder and former town mayor James Lee Sloan Jr., prominent commercial building contractor and former town mayor Frank Knox, Stough-Cornelius Mill co-founder and namesake of the town of Cornelius J. B. Cornelius, and Munroe H. Goodrum, the longtime proprietor of Davidson’s most prominent general store M. H. Goodrum and Company. In the 1890s, the North Carolina Medical College (the state’s only medical school for White students during the last decade of the nineteenth century) and its infirmary were also located on South Main Street, less than one block north of the Brattain House.³

¹ Jennifer Payne, “The Evolution of the Built Environment of Davidson, North Carolina” (April 2006), 2, accessed May 2, 2024, <http://landmarkscommission.org/wp-content/uploads/2016/02/Davidson-Contextual-Statement.pdf>; Mary D. Beaty, *Davidson: A History of the Town from 1835 until 1937* (Davidson, NC: Warren Publishing, 1979), 66-67.

² Beaty, *Davidson*, 20, 24, 97, 155-56.

³ *Ibid.*, 98, 43, 69, 101-02, 103, 100; Stewart Gray and Tommy Warlick, “Local Landmark Designation Report for Stough-Cornelius/Potts Barber Shop Building” (February 2021), 6, accessed May 2, 2024, <http://landmarkscommission.org/wp-content/uploads/2021/11/Stough-Cornelius-Potts-Barber-Shop-Designation-Report.pdf>.



John Eli and Mary Polly Honeycutt Brattain

Source: John Sparrow, great-grandson of John and Polly Brattain.

John Eli Brattain (1846-1911) was born in Davidson County, North Carolina, on or about April 12, 1846, the eldest child of Absalom W. (1824-1865) and Elizabeth “Betsy” Craven (1822-1881) Brattain. It should be noted at the outset that the spelling of the “Brattain” surname evolved over time. Following their marriage, John and his wife Mary Polly Honeycutt Brattain (1846-1926) would be alternatively referenced as Brattain, Bratrain, and Bratton. Their children ultimately adopted the “Bratton” spelling. However, the “Brattain” spelling is used herein to reference John and Polly as that spelling was used in their respective obituaries and on their headstones in the Davidson College cemetery.⁴

⁴ “Life Story of John Eli Bratton,” Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/116029262/person/220150936472/story>; “Life Story of Mary Polly Honeycutt,” Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/116029262/person/220150928486/story>; “Death of Mr. J. E. Brattian [sic] of Davidson,” *Charlotte Observer*, April 26, 1911, 11; “Mrs. John E. Bratton is Buried at Davidson,” *Charlotte Observer*, June 21, 1926, 9; “John Eli Brattain,” Find A Grave, accessed May 2, 2024, <https://www.findagrave.com/memorial/25024498/john-eli-brattain>; “Mary Honeycutt Brattain,” Find A Grave, accessed May 2, 2024, <https://www.findagrave.com/memorial/25024541/mary-brattain>. John’s actual date of birth is somewhat tenuous. His headstone in the Davidson College Cemetery gives the April 12, 1846, date. “John Eli Brattain,” Find A Grave. But the 1860 U.S. Census listing for the Absalom Bratton family that was recorded on July 31, 1860 (*i.e.*, after what would have been his fourteenth birthday), lists John as thirteen years old. “1860 U.S. Federal Census for John Bratton,” Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/7667/images/4237520_00141?pId=41500613. John’s enlistment

As of the 1850 U.S. Census, John and his parents still lived in Davidson County, where Absalom worked as a blacksmith. By 1860, John had three younger siblings under the age of 5, and the family had relocated to Stanly County, North Carolina. On October 30, 1864, at the age of forty, Absalom enlisted as a private in Company C of the 42nd North Carolina Regiment of the Confederate States Army. Absalom was captured by Union forces on March 10, 1865, during the March 6-10, 1865, Battle of Wyse Fork (also known as the Battle of Kinston) and imprisoned one week later in the 40-acre Point Lookout prison camp in St. Mary's County, Maryland. Point Lookout (officially known as Camp Hoffman) was the largest and considered one of the worst Union prisoner-of-war camps. By the time Absalom arrived, the Point Lookout prisoner population exceeded 15,000 Confederate soldiers, well beyond its original capacity of 1,700 in August 1863. That overcrowding – combined with inadequate shelter, exposure to the elements, scant rations, contaminated water, malaria, and typhoid – resulted in the deaths of approximately 4,000 of the total 50,000 prisoners incarcerated at Point Lookout during its nearly two years of operation, including Absalom on May 4, 1865.⁵

John was not old enough to serve in the Confederate States Army until the Confederate Congress passed the third Conscription Act on February 17, 1864. Pursuant to that Act, the age range for military service – previously ranging between eighteen to forty-five years old – was extended to include all White males aged seventeen to fifty years old. John, aged seventeen as of the passage of that Act, was still two months away from his eighteenth birthday. Like other conscripted seventeen-year-olds, John was assigned to the North Carolina Junior Reserves, first to Company E of the 6th Battalion and then to the 1st Regiment, Company G comprised of boys from Stanly and Caswell Counties. Curiously, however, John had already turned eighteen when he reported for enlistment as a private at Camp Holmes near Raleigh on June 2, 1864. His enlistment records indicate that he was working as a blacksmith prior to reporting for duty. John's company participated in the Stony Creek Raid in Sussex County, Virginia (December 7-12, 1864) and – like his father's company – the Battle of Wyse Fork, during which John was wounded. Aside from his hospitalization in Greensboro on March 11, 1865, no other records concerning his military service are currently available.⁶

records with the Confederate States Army states his date of birth as on or about April 21, 1847. Matthew M. Brown and Michael W. Coffey eds., *North Carolina Troops 1861-1865: A Roster*, 22 vols. (Raleigh: Office of Archives & History, 2009), 17:202.

⁵ U.S. Census Bureau, 1850 U.S. Federal Census, Northern Division, Davidson County, North Carolina, August 27, 1850 (Washington, D.C.: National Archives and Records Administration, 1850), 267, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/12688092:8054>; U.S. Census Bureau, 1860 U.S. Federal Census, Stanly County, North Carolina, July 31, 1860 (Washington, D.C.: National Archives and Records Administration, 1860), 141, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/41500613:7667>; “Life Story of John Eli Bratton,” Ancestry.com; Weymouth T. Jordan, Jr. ed., *North Carolina Troops 1861-1865: A Roster*, 22 vols. (Raleigh: Office of Archives & History, 1985), 10:219; “Life Story of Absalom W. Brattain Bratton,” Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/116029262/person/220150936492/story>; National Park Service, U.S. Department of the Interior, “Point Lookout Confederate Cemetery,” accessed May 2, 2024, https://www.nps.gov/nr/travel/national_cemeteries/maryland/point_lookout_confederate_cemetery.html.

⁶ Brown and Coffey, *North Carolina Troops 1861-1865: A Roster*, 17:201-02, 16-17; Michael W. Coffey, “North Carolina's Youngest Soldiers: The Junior Reserves,” NCPedia, accessed May 2, 2024, <https://www.ncpedia.org/north-carolina%E2%80%99s-youngest-soldiers>; J. D. Lewis, “1st NC Regiment Junior Reserves,” Carolana, accessed May 2, 2024, https://www.carolana.com/NC/Civil_War/1st_nc_regiment_junior_reserves.html.

However, in July 1924, John's widow Polly filed a pension application with the State of North Carolina based on John's veteran status. Although her application was approved, some of the information provided by the then-seventy-six-year-old Polly Brattain was likely erroneous. The application states that John enlisted on or about January 1, 1863 (when he would have been sixteen years old) and that he served in Company C of the 42nd North Carolina Regiment (his father's unit). According to the application, the assessed value of the Brattain House and property at that time was less than two thousand dollars.⁷

John and Polly, a native of Stanly County, married in 1868, and the couple took up residence in the Big Lick township of Albemarle. By 1870, John worked in a grist mill while Polly took care of their first child, one-year-old daughter Laura. Laura would not survive to the next federal census.⁸

The family moved to the village of Davidson College in the 1870s. The move may have been precipitated by the 1874 reactivation of the railroad line linking Charlotte with Statesville. The railroad quickly transformed the isolated college town into a commercial and industrial center for rural north Mecklenburg County and south Iredell County. Although the exact date of the Brattain family's move to Davidson College is uncertain, a U.S. patent application filed on December 22, 1875, identifies John as a resident of Davidson College. The application, filed by Urias Crayton of Davidson College, sought legal protection for a "new and Improved Portable Fence." John is listed on the application as a witness to Crayton's sworn statement. Established as Davidson College residents by 1880, that year's U.S. Census identifies four Brattain daughters and one son, all aged twelve or younger: Janie Manara also known as Nora Jane (1869-1940), William Absalom (1870-1960), Mary Elizabeth (1872-1970), Ruth Louise (1875-1962), and Minnie R. (1877-1931). John was working as a mechanic at that time – likely making him an appropriate witness for Crayton's patent application – while Polly was "keeping house."⁹

Within eight weeks of that census report, John and Polly purchased an approximately $\frac{3}{4}$ acre parcel of land on South Main Street from Stephen C. "Skit" Scofield and his wife Mary Jane for \$95, on which John constructed the Brattain House. The Scofields had acquired that property just two years earlier directly from the Johnston family whose farmlands comprised much of what became Davidson's South Main Street corridor. Skit Scofield was the son of John N. Scofield, the New York-born builder whom the college trustees brought to town from Columbia, South Carolina, in 1858 to serve as general contractor overseeing construction of the college's then-largest campus

⁷ Widow's Application for Pension of Mrs. J. E. Brattain, July 2, 1924, 1901 Confederate Pension Applications, North Carolina Digital Collections, State Archives of North Carolina, accessed May 2, 2024, <https://digital.ncdcr.gov/Documents/Detail/brattain-j.-e.-mecklenburg-county/1582920?item=1582921>.

⁸ "Life Story of John Eli Bratton"; U.S. Census Bureau, 1870 U.S. Federal Census, Big Lick township, Stanly County, North Carolina, June 17, 1870 (Washington, D.C.: National Archives and Records Administration, 1870), 31, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/20072603:7163>.

⁹ Payne, "The Evolution of the Built Environment of Davidson," 2; Urias Crayton, U.S. Patent Application no. 173,592, December 22, 1875, in U.S. Patent Office, *Specifications and Drawings of Patents Issued from the U.S. Patent Office for February, 1876* (Washington: Government Printing Office, 1876), 776; "Life Story of John Eli Bratton," Ancestry.com; U.S. Census Bureau, 1880 U.S. Federal Census, "Schedule 1 – Inhabitants in Deweese township, in the County of Mecklenburg, State of North Carolina," June 1, 1880 (Washington, D.C.: National Archives and Records Administration, 1880), 1, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/imageviewer/collections/6742/images/4243284-00241?pid=14704214>.

building, the 300-foot long Chambers Building. Skit returned to Davidson College in 1867 with his then-widowed mother Sarah and his siblings to settle down. In addition to operating a highly popular general store on North Main Street from 1870 to 1916, Scofield is also credited for building Davidson's linen mill and Y.M.C.A. building, working as the local railway station manager, operating a Main Street livery stable, and serving as a town commissioner.¹⁰

Already recognized as a skilled mechanic, John soon demonstrated his talents for carpentry and woodworking by building the family's new home himself. Davidson historian Mary D. Beaty describes the Brattain House as "one of the loveliest and best preserved Victorian houses in this entire region." Often referenced today as the "Icicle Cottage," the exterior of the house (discussed in greater detail in the Architectural Assessment section below) features handcrafted "gingerbread" pieces. According to Beaty, no two of those pieces are alike.¹¹



Detail of decorative sawnwork and pendills on front elevation of Brattain House.

Completed in 1883, the design aesthetics and intricate detailing of the Brattain House likely served as a highly visible advertisement within the local community for John's carpentry services. Within one year of completion of his home, John and fellow Davidson College resident J. D. Irvin were hired to rebuild the Coddle Creek Presbyterian Church in Mooresville that had been destroyed by fire on February 24, 1884. Construction began in early April and the new structure was dedicated on June 29, 1884. To pay Brattain and Irvin for their services, Coddle Creek pastor Reverend John

¹⁰ Jan Blodgett and Ralph B. Levering, *One Town, Many Voices: A History of Davidson, North Carolina* (Davidson, NC: Davidson Historical Society, 2012), 15-16, 97; J. Marshall Bullock and Catherine W. Bishir, "Scofield, John Nichols (1816-1867)," *North Carolina Architects & Builders: A Biographical Dictionary*, accessed May 2, 2024, <https://ncarchitects.lib.ncsu.edu/people/P000109>; Beaty, *Davidson*, 41-42, 150 n14, 178; "Colonel Scofield Passes to His Reward," *The Davidsonian*, May 9, 1917, 1; Mecklenburg County Deeds Book 25, Page 170 (1880); Mecklenburg County Deeds Book 19, Page 169 (1878).

¹¹ Beaty, *Davidson*, 193; "Thursday Doors: In My Hometown," *That Travel Lady In Her Shoes*, accessed May 2, 2024, <https://thecadyluckleedy.com/2021/03/25/thursday-doors-in-my-hometown-25/>.

E. Pressly launched a building fund campaign that began with donations of \$143 from Davidson College and \$100 from the town of Mooresville. Despite the church building's simplified Italianate design, the decorative flair of its four finial-topped cross-gables and bracketed eaves call to mind the Carpenter Gothic-inspired intricacies of the Brattain House's detail work. The extant building – added to the National Register of Historic Places in November 1980 – is now the home of the Coddle Creek Associate Reformed Presbyterian congregation.¹²



Front elevation of Coddle Creek Presbyterian Church, Mooresville

¹² “Coddle Creek Church,” *Charlotte Observer*, March 27, 1884, 3; L. M. Allison, Jr., “Coddle Creek History: A Historical Sketch of Coddle Creek Associate Reformed Presbyterian Church,” <https://coddlecreekarp.org/coddle-creek-history>, accessed May 2, 2024; Laura A. W. Phillips, National Register of Historic Places Inventory – Nomination Form for Coddle Creek Associate Reformed Presbyterian Church, Session House and Cemetery, property no. 80002864 (February 4, 1980), accessed May 2, 2024, <https://catalog.archives.gov/id/47718092>.



Details of design features of Coddle Creek Presbyterian Church, Mooresville

Meanwhile, John became more involved in the local community. In the early 1880s, both he and Skit Scofield, along with Robert M. Armour and James Lee Sloan Sr., served as trustees for the Davidson College Academy, a privately-operated school for local children. On September 15, 1881, Armour and his wife Lenora sold Lingle Manor on Glasgow Street (formerly located at the site now occupied by Davidson College's West Hall) to the four Davidson College Academy trustees for fifty dollars. The building had previously housed the "School for Girls and Boys" operated by Lucy Jurney. In an apparent effort to distance herself and her school from the new occupants of Lingle Manor, Ms. Jurney ran her first and only local newspaper advertisement for her "School for Girls and Boys" on September 16, 1881, the day after the Davidson College Academy trustees acquired Lingle Manor. That same day, the Davidson College Academy trustees borrowed \$300 on behalf of the school from Sloan and Hanson P. Helper, granting the lenders a mortgage deed for Lingle Manor. Payable on or before September 16, 1883, the school apparently defaulted on the loan, as the four Davidson College Academy trustees appeared before a local justice of the peace on September 14, 1885, to acknowledge their execution of the mortgage deed. On September 1, 1886, almost one year after their foreclosure on Lingle Manor, Sloan and Helper sold the property to Reverend Leonidas Glasgow so that he might relocate his school to the town of Davidson College.¹³

In her history of the town, Beaty references a copy of an 1882 document in Davidson College's archival collection identifying Davidson College residents pledging financial support for the

¹³ Mecklenburg County Deeds Book 28, Page 24 (1881); Beaty, *Davidson*, 63; "School Notice," *Charlotte Democrat*, September 16, 1881, 3; Mecklenburg County Deeds Book 44, Page 514 (1881); Mecklenburg County Deeds Book 52, Page 396 (1886); Beaty, *Davidson*, 63-64.

construction of a school. Dated June 7, 1882, the document states, “We the undersigned promise to pay the sums annexed to our names to build an Academy at D. College, N.C.,” followed by a list of seventy individual and business promising a total of \$458 toward that project, in pledges ranging from \$1 to \$100. Beaty surmises that the financial campaign may have been prompted by “the hope of encouraging Mr. Glasgow to move his school to Davidson.” However, the list of pledgees included three of the four trustees of the Davidson College Academy already in operation at Lingle Manor: John (pledging \$2), Scofield (\$1), and Armour (\$5). It seems unlikely that three trustees of that going concern – including Armour, who sold Lingle Manor specifically for the purpose of operating the Academy – would commit financially to the support of a competing school. Perhaps the money was being raised instead for the Davidson College Academy, making all the more curious the school’s subsequent default on the loan provided by Sloan and Helper.¹⁴



Lingle Manor, former home of Davidson College Academy.

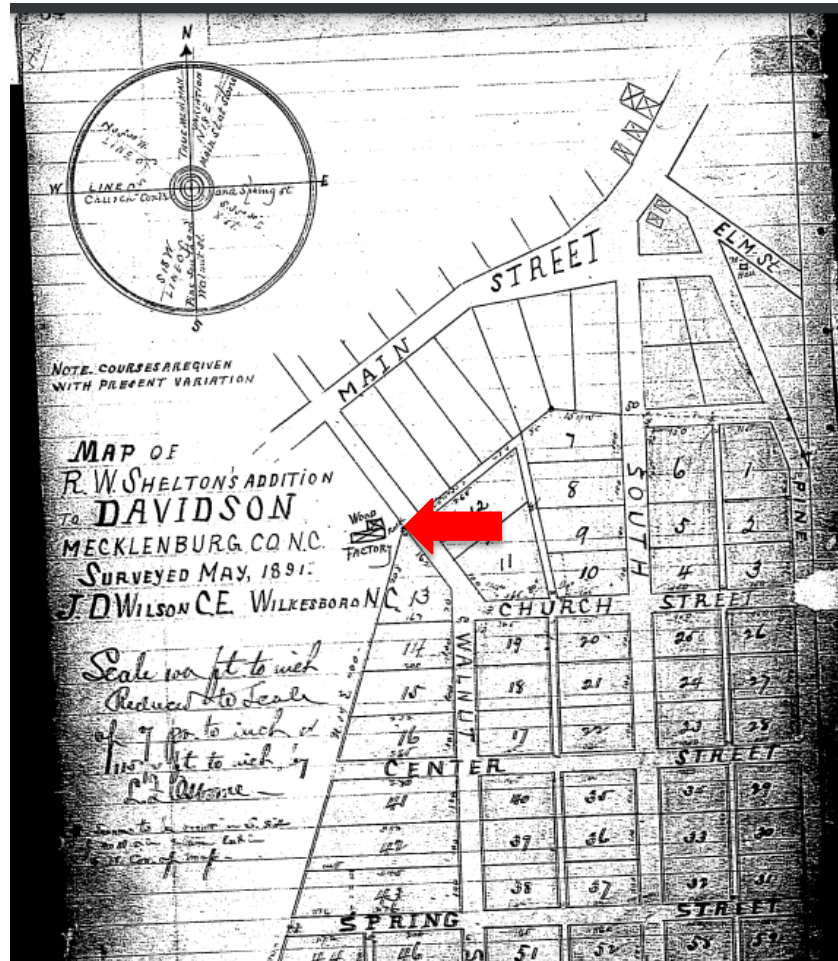
Source: “Lingle Manor,” Davidson College Archives & Special Collections, accessed May 2, 2024, <https://davidsonarchivesandspecialcollections.org/archives/encyclopedia/lingle-manor>.

In 1890, John was elected to the Town of Davidson College’s Board of Commissioners on which he served until 1899. By then, the town had been through a few name changes before settling on the current Davidson name. In January 1891, John and the five other members of the town council voted to change the town’s name from “Davidson College” to “Hempstead.” The new name remained in place for ten days, until the board met to reconsider their choice. The six men abandoned the Hempstead name and discussed several alternatives, including Canton, Brandon, and even a return to Davidson College. It is unclear when the final decision was made but by April 1891, the body’s minutes routinely referred to the town simply as Davidson. During the 1890s, John also served on the local Board of Alderman and the executive committee for the Deweese township. He also became a member of the Freemasons.¹⁵

¹⁴ Beaty, *Davidson*, 63; “Subscribers List, 1882,” Davidson, N.C. Schools Papers collection, collection no. DC0219s, box 9s, folder 30, Archives and Special Collections, Davidson College, Davidson, North Carolina.

¹⁵ Beaty, *Davidson*, 178, 66-67; “Municipal Elections,” *Charlotte Democrat*, May 9, 1890, 3; “Municipal Elections,” *Charlotte Democrat*, May 6, 1892, 3; “Municipal Elections,” *Charlotte Democrat*, May 5, 1893, 3; “Official Returns Changes Results,” *Charlotte News*, July 9, 1902, 2; “Davidson Democratic,” *Charlotte Observer*, May 6, 1896, 1. Originally a member of the Freemason’s Mecklenburg Lodge no. 176 in Davidson, John later transferred his

By 1890, the Brattain family had nearly doubled in size with the addition of five more children: Annie Lee (1881-1945), Lewis Cleveland (1884-1933), John North (1887-1965), Joyce (1891-1951), and Sue Henry (1893-1991). The 1900 U.S. Census also noted that John had changed occupations, from mechanic to carpenter. His new profession likely precipitated the construction of a “wood factory” in the rear portion of the Brattain property, as noted in an 1891 survey map of the neighborhood.¹⁶



Source: Mecklenburg County, North Carolina Map Book 90, Page 34 (1891).

membership to the Williams Lodge (no. 538) of Masons in nearby Cornelius. *Proceedings of the Grand Lodge of Ancient, Free, and Accepted Masons of North Carolina, One Hundred and Tenth Annual Communication at Raleigh, Tuesday, Wednesday and Thursday, January 12th, 13th and 14th, 1897* (Oxford, NC: Oxford Orphan Asylum Printing Department, 1897), 183, accessed May 2, 2024, <https://archive.org/details/proceedingsofgra1897free>; *Proceedings of the Grand Lodge of Ancient, Free, and Accepted Masons of North Carolina, One Hundred and Twenty-First Annual Communication at Raleigh, Tuesday, Wednesday and Thursday, January 14, 15 and 16, 1908* (Oxford, NC: Oxford Orphan Asylum Printing Department, 1908), 358, accessed May 2, 2024, <https://archive.org/details/proceedingsofgra1908free/mode/2up>.

¹⁶ U.S. Census Bureau, 1900 U.S. Federal Census, “Schedule No. 1 – Population,” Deweese Township, Davidson town, Mecklenburg County, North Carolina,” June 4, 1900 (Washington, D.C.: National Archives and Records Administration, 1880), 1, Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/7602/images/4117834_00302?pid=57467715 (“1900 U.S. Census, Deweese Population Schedule”).

There are few additional references to John in available post-1900 primary sources. In 1901, he assisted local law enforcement in the investigation of a Huntersville robbery. John managed to open Postmaster S. L. Mullen's safe after it had been irreparably damaged by burglars during an attempted break-in. With John's help, investigators were able to determine that the would-be criminals had failed to remove any of the postage stamps or \$500 in cash from the safe. In 1907, John became one of the seven founding shareholders of the Davidson Building and Loan Association, formed in 1907 with \$20,000 in capitalization. The entity helped finance mortgage loans for its shareholders until at least February 1942, when notice of a special meeting of its shareholders at Davidson's Civic League Hall was published in local newspapers. That special meeting may have initiated the demise of the Building and Loan, which voluntarily liquidated between March and April of 1942. According to the 1910 U.S. Census, John was no longer working.¹⁷

John passed away at his home on April 24, 1911, after a two-year battle with Bright's disease, a condition now known as nephritis. An inflammation of the kidneys caused by infection, toxins, or autoimmune conditions, nephritis is the same condition that led to the demise of President Chester Arthur in 1886. Reported as "about 66 years of age" at his death, John's obituary described him as "a prominent character in the industrial and mechanical life of this section of ter-territory [*sic*]" and "a master mechanis [*sic*] of unusual skill and capacity" who owned and operated his own machine shop for several years. The article also noted that John was a "faithful member" of the Methodist Church, presumably the Davidson United Methodist Church built in 1908 directly across South Main Street from the Brattain House. In his will, John bequeathed the Brattain House to Polly.¹⁸

¹⁷ "That Huntersville Robbery," *Charlotte News*, September 30, 1901, 7; "New Corporations," *Daily Bulletin of the Manufacturers' Record* (Baltimore) 17, no. 71, March 25, 1907, 4, <https://books.google.com/books?id=C-hQAAAAAYAAJ&pg=PA25-IA2&lpg=PA25-IA2&dq=%22j.+e.+brattain%22+davidson+nc&source=bl&ots=gpTN0NnuDD&sig=ACfU3U0jE5uRR1FXx3EOjH7Fh-FbhSZ0Cw&hl=en&sa=X&ved=2ahUKEwish4GMrL6CAxUBFVkfHdIQD3MQ6AF6BAgbEAM#v=onepage&q=%22j.%20e.%20brattain%22%20davidson%20nc&f=false>; "Statement of Condition – Davidson Building and Loan Association," *Charlotte News*, January 18, 1936, 2; "Personals," *Charlotte News*, February 17, 1942, 4B; "Withdrawals from the Federal Home Loan Bank System Between March 16 and April 15, 1942," *Federal Home Loan Bank Review* 8, no. 3 (May 1942), 263; U.S. Census Bureau, Thirteenth Census of the United States: 1910 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina," April 13, 1910 (Washington, D.C.: National Archives and Records Administration, 1910), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/7884/images/4449185_00595?pid=20666842 ("1910 U.S. Census, Deweese Population Schedule").

¹⁸ "Death of Mr. J. E. Brattian [*sic*] of Davidson," *Charlotte Daily Observer*, April 26, 1911, 11; James P. O'Hara, "The Treatment of Chronic Bright's Disease," *JAMA* 103, no. 18 (November 1934): 1373; Theodore N. Pappas, "Bright's Disease, Malaria, and Machine Politics: The Story of the Illness of President Chester A. Arthur," *Surgery Journal* 3 (October 2017): 181; "North Carolina, U.S., Wills and Probate Records, 1665-1998 for John E. Bratton," Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/9061/images/007641087_01142?pid=1524427.



The children of John and Polly Brattain, circa 1926.

Front row, left to right: Anne, Lewis, John North, Joyce, Sue.

Back row, left to right: Janie, William, Mary, Ruth Louise ("Lou"), Minnie.

The house in the background appears to be the Archie Brown House, located at 265 South Main Street, constructed by William A. Brattain directly across Walnut Street from the Brattain House.

Source: John Sparrow.

John's three sons apparently inherited their father's mechanical and woodworking aptitude. Eldest son William is credited with building the circa 1905 two-story Queen Anne style house located at 265 South Main Street, directly across Walnut Street from the Brattain House for dry goods merchant Archie Brown. William operated his own woodworking shop in Davidson, but worked primarily as an engineer, starting in 1893 at the age of 23 working at the Cornelius Mill where he ran the steam plant and maintained its equipment. That began William's sixty-five-year career working for prominent Mecklenburg County textile industrialist Charles Worth Johnston (Highland Park Mills, Anchor Mill, Johnson Mill) and at 17-story Johnston Building on Charlotte's South Tryon Street named for his former employer. Middle son Lewis was responsible for the instillation of the engines and machinery during the initial construction of Davidson's Delburg Cotton Mill. And in an apparent hope to continue the family trade, John bequeathed an iron lathe and drill press to his youngest son John North, the only one of John's ten children to receive a specific bequest in John's will.¹⁹

Following John's death, Polly remained in the Brattain House, sharing it until her own death on June 18, 1926, with her widowed daughter Janie (who had moved back into the family home following the 1893 death of her husband Thomas D. Henry) and Polly's other single daughters Minnie and Sue. After Sue's 1913 marriage to Cyrus Colvin, he and later their son Cyrus Jr. also lived in the Bratton House. Following Polly's death, the three sisters and Cyrus Jr. continued to live in the Brattain House, with Janie identified by the U.S. Census as the head of the household, until Minnie's death in 1931 and Janie's death in 1940.²⁰

Those living arrangements and Janie's death in late November 1940 may have contributed to the early 1940s lawsuit "W. A. Bratton et al. v. Elizabeth Nichols Bratton et al." referenced in the "Chain of Title Explanatory Narrative" above that pitted William A. Brattain and others against his widowed sister-in-law Elizabeth Brattain. Research efforts to locate court records associated

¹⁹ Richard L. Mattson and Frances P. Alexander, National Register of Historic Places Registration Form for Davidson Historic District, property no. 09000381 (December 1, 2008)), accessed May 2, 2024, <https://catalog.archives.gov/id/47721292>; Beaty, *Davidson*, 102; "William A. Bratton," *Charlotte Observer*, February 18, 1960, 9A; Jim Scotton, "William Bratton Still Works For Johnstons After 63 Years," *Charlotte News*, April 6, 1956, 15; "Windstorm at Davidson," *Charlotte Observer*, March 20, 1908, 1; "North Carolina, U.S., Wills and Probate Records, 1665-1998 for John E. Bratton," Ancestry.com.

²⁰ U.S. Census Bureau, Fourteenth Census of the United States: 1920 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina," January 6 and 7, 1920 (Washington, D.C.: National Archives and Records Administration, 1920), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/6061/images/4384957_00848?pId=32626142; "Life Story of Janie Manara Bratton," Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/103156989/person/130049073364/story>; 1900 U.S. Census, Deweese Population Schedule; 1910 U.S. Census, Deweese Population Schedule; U.S. Census Bureau, Fifteenth Census of the United States: 1930 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina," April 3, 1930 (Washington, D.C.: National Archives and Records Administration, 1930), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/6224/images/4608302_00444?pId=76173859; U.S. Census Bureau, Sixteenth Census of the United States: 1940 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina," April 6, 1940 (Washington, D.C.: National Archives and Records Administration, 1940), Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/imageviewer/collections/2442/images/m-t0627-02945-00126?pId=152396303>. Neither the 1930 nor 1940 U.S. Census records list Cyrus Sr. as a resident of the Brattain House.

with that lawsuit have been unsuccessful, but the case did result in a 1943 judicially ordered private sale of the Brattain House by local commissioner John James. Otto H. Eargle purchased the property with the highest bid of \$2,700 and promptly subdivided the property into two sublots, each approximately 0.36 acre. He and his wife Elsie sold the front subplot, which included the Brattain House, to Connie Williamson Gamble and her six children (Laura Mae, Joseph Gillespie Jr., Mary Emma, Wallace Melvin, Wayne Williamson, and Hilda Louise) in 1944, and later sold the rear subplot in 1946 to Connie's sister Anne Williamson, who lived with Connie's family in the Brattain House.²¹



Connie W. Gamble, circa 1940



Connie (right) and sister Anne Williamson, circa 1940.

Source: "Family Photo Album 1900-2000, Part One: Joseph G. Gamble and Connie Williamson Gamble and Their Descendants," 130-31, Gamble-Goodrum-Cooke Albums, DC0284s, Manuscript Collections, Davidson College Archives and Special Collections ("Gamble Family Album").

Connie Emma Williamson Gamble (1889-1969) was born in the Iredell County portion of the town of Davidson College. A graduate of Mitchell College, she held various teaching posts in Virginia and North Carolina before her 1915 marriage to Joseph "Joe" Gillespie Gamble Sr. (1870-1930), a farmer in Mecklenburg County's Lemley township. By 1920, the couple had moved to Elm Street in Davidson with their two children. Joe continued to farm, but also served as a mail carrier. He was appointed postmaster for Davidson on June 4, 1924, serving less than one year. The couple had four more children before Joe passed away in February 1930, leaving the 40-year-old Connie to manage the family farm while also raising six children aged 4 to 13 years old on her own in a small house on Jetton Street. With the help of her children, Connie was able to save \$4,000 to

²¹ Mecklenburg County Deeds Book 1107, Page 191 (1943); Mecklenburg County Deeds Book 1125, Page 49 (1944); Mecklenburg County Deeds Book 1178, Page 132 (1946); 1950 U.S. Census, Deweese Population Schedule.

purchase the Brattain House in 1944, where her youngest daughter Hilda was married in June 1946. By 1950, Connie was sharing the Brattain House with sons Wallace (an accountant with a peanut butter factory) and Wayne (a clerical worker in a paper factory), her sister Anne (a payroll clerk at the Carolina Asbestos Company plant, formerly the Linden Cotton Mill), and two male boarders. Connie also rented out rooms to Davidson College students during the 1950s.²²

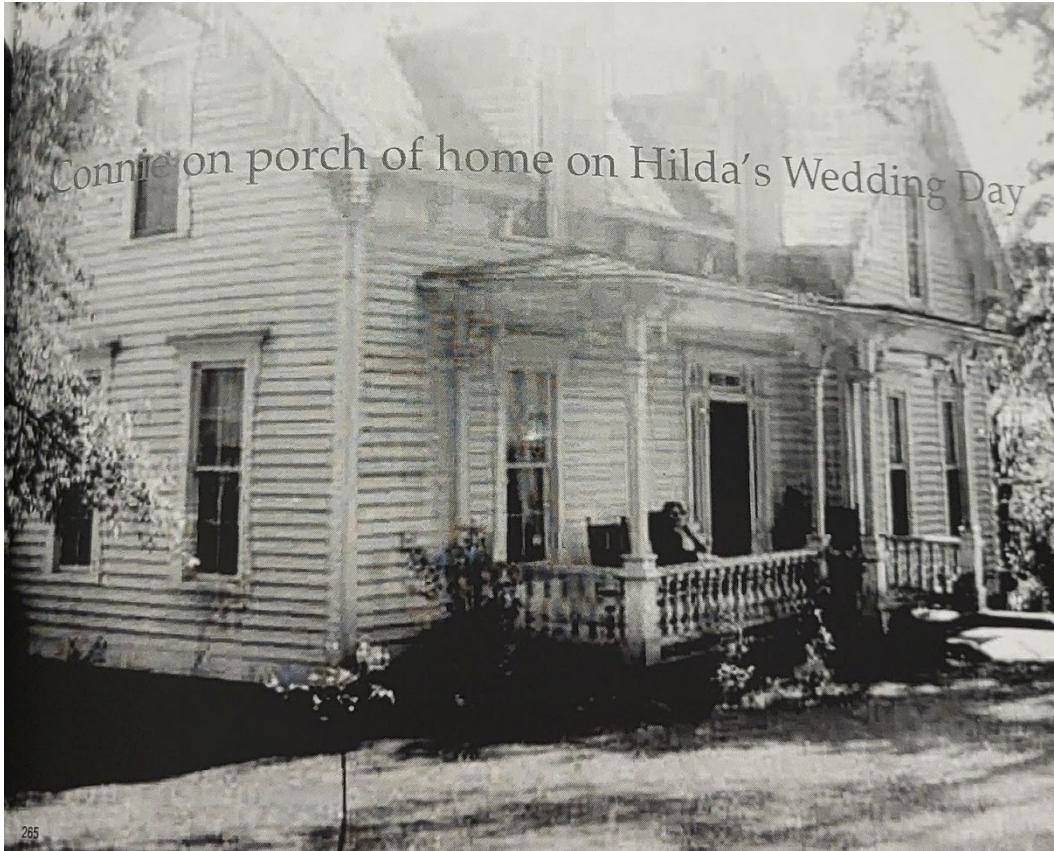


The children of Joseph and Connie Gamble, circa 1940.

Left to right: Mary, Wallace, Laura, Hilda, Wayne, Joe.

Source: Gamble Family Album, 122.

²² “Life Story of Connie E. Williamson,” Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/9113357/person/6086952134/story>; “Mrs. Connie Williamson Gamble,” *Charlotte Observer*, July 3, 1969, 6D; U.S. Census Bureau, Thirteenth Census of the United States: 1910 - Population, Lemley Township, Mecklenburg County, North Carolina,” April 13, 1910 (Washington, D.C.: National Archives and Records Administration, 1910), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/7884/images/4449185_00673?pid=152852915; U.S. Census Bureau, Fourteenth Census of the United States: 1920 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina,” January 6, 1920 (Washington, D.C.: National Archives and Records Administration, 1920), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/6061/images/4384957_00846?pid=32626053; Beatty, *Davidson*, 184; *U.S. Appointments of U.S. Postmasters, 1832-1971, Mecklenburg County, NC*, vol. 69 (Washington, D.C.: National Archives Microfilm Publications, 1973), 377-78, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/1063388:1932?ssrc=pt&tid=9113357&pid=6086951760>; U.S. Census Bureau, Fifteenth Census of the United States: 1930 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina,” April 12, 1930 (Washington, D.C.: National Archives and Records Administration, 1930), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/6224/images/4608302_00459?pid=76173142; Mecklenburg County Deeds Book 1125, Page 49 (1944); “Women’s Activities,” *Charlotte Observer*, June 20, 1946, 5B; U.S. Census Bureau, Seventeenth Census of the United States: 1950 Census of Population and Housing, Town of Davidson, Mecklenburg County, North Carolina,” April 18, 1950 (Washington, D.C.: National Archives and Records Administration, 1950), Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/149269405:62308?tid=&pid=&queryId=e02a63b5-78a0-428b-94da-b661c6e0cf25&phsrc=JpO328&phstart=successSource>; Roberta Hoyle, telephone interview by the author, February 6, 2024 (“Hoyle interview”).



*Connie W. Gamble on the porch of the Brattain House on youngest daughter Hilda's wedding day,
June 14, 1946.*

Source: Gamble Family Album, 265.

In 1956, Connie W. Gamble and her children sold the Brattain House for \$7,400 to William Andrew “Toad” Cathey (1905-1982), his wife Ruth Hoyle Cathey (1905-2000), and Ruth’s brother Robert Turner Hoyle (1914-2000), the three partners of the Cathey-Hoyle Company. Nine years earlier, in 1947, William and Robert founded the company to operate the Cathey-Hoyle funeral home and an insurance agency, initially for the Farm Bureau Insurance Company and later for Nationwide Mutual Insurance Company. That same year, the two men purchased a house at 260 South Main Street, located diagonally across the South Main and Walnut Streets intersection from the Brattain House. The men converted the house (now known as the Knox-Sloan-Cathey House) into the headquarters for the Cathey-Hoyle Company. The renovations substantially altered the façade of the Knox-Sloan-Cathey House, eliminating the gable and replacing the partial porch and balcony with a full-length porch and balcony. The business operations of the funeral home and insurance agency occupied the first floor of the Knox-Sloan-Cathey House and the Cathey family lived on the second floor.²³

²³ Mecklenburg County Deeds Book 1858, Page 283 (1956); Cornelius Historic Preservation Commission, “Historic Landmark Designation Staff Report for the Hoyle House,” August 24, 2009, 2, accessed May 2, 2024, <http://landmarkscommission.org/wp-content/uploads/2018/06/Hoyle-House-SR.pdf>; “Agents Appointed,” *Charlotte News*, June 13, 1949, 1B; Randolph Norton, “13 Seeking Seats on County Board,” *Charlotte Observer*, April 30, 1952, 1B, 12B; “Names in Business,” *Charlotte News*, April 29, 1959, 9A; Khalid Hijazi, “The Sloan House,” April



Robert Hoyle (on right) and William Cathey (on left) in front of the Knox-Sloan-Cathey House prior to renovations, circa late 1940s. The original façade of the house was highly reminiscent of the Folk Victorian style of the nearby Brattain House.

Source: Roberta Hoyle, daughter of Robert and Isabel Hoyle.

A Cornelius, North Carolina, native and 1936 graduate of Duke University in Business Administration, Robert Hoyle worked as an accountant, including on behalf of the Federal Public Housing Administration and as a civilian auditor with the U.S. War Department. In 1948, Robert was sent to Korea as an economist with the U.S. Department of Commerce where he served as a United Nations observer at Korea's first public elections while also maintaining the books for the funeral home business long distance. Upon his return to Davidson in 1949, Robert obtained his insurance license, which he supplemented with a real estate license in 1957. In 1952, he was appointed to a four-year term as a justice of the peace for the Deweese township by North Carolina Governor W. Kerr Scott.²⁴

The Cathey-Hoyle Company primarily used the Brattain House as rental property. It is believed that the tenants of the Brattain House during this period included pre-med Davidson College students who worked for the funeral home, including as drivers and attendants for the funeral home's 24-hour-a-day ambulance service. The company operated three ambulances for both emergency and non-emergency calls. Rentals of the Brattain House ended in June 1958 when Robert Hoyle married Isabel Scronce Beam (1924-2023) of Lincolnton, North Carolina, a graduate of King's Business College in Charlotte who was also a young widow raising two children – Edgar

19, 2012, 7-8, accessed May 2, 2024, <http://landmarkscommission.org/wp-content/uploads/2021/06/Knox-Sloan-Cathey-House-Designation-Report.pdf>.

²⁴ Unattributed newspaper clipping, August 24, 1988, "Hoyle, Robert," box 6, folder 28, Davidson Senior Center Records Collection, DC078, Manuscript Collections, Davidson College Archives and Special Collections; "Push Plans For Housing Project at Mount Airy," *Charlotte Observer*, May 13, 1946, 9; "Profiles of the Candidates," *Charlotte News*, May 28, 1952, 9B; "Hoyle Appointed Justice of Peace," *Charlotte Observer*, August 31, 1952, 9B.

and Carlette Beam – from her prior marriage. The newly constituted Hoyle family moved into the Brattain House in the summer of 1958. Two months after the marriage, Isabel purchased the rear subplot from Connie Williamson’s sister Anne. Robert and Isabel welcomed daughter Roberta into the family in 1960. Three years later, the Hoyles formally acquired the Brattain House from the Cathey-Hoyle Company, reuniting the original land holdings of John Eli Brattain.²⁵



*The June 18, 1958, wedding of Robert and Isabel, accompanied by Edgar and Carlette Beam.
Source: Roberta Hoyle.*

The funeral home closed in 1975, but Robert continued to sell insurance until his retirement in 1984. Both Robert and Isabel were active in the Davidson community and the Davidson United Methodist Church. Robert was a charter member and past president of the local Lions Club with forty-four years of perfect attendance, as well as a fifty-year member of the Freemasons. The Hoyle family owned the Brattain House until September 2023. After Robert’s death in 2000, Isabel continued to live in the house until approximately three years before she passed away in February 2023.²⁶

²⁵ Hijazi, “The Sloan House,” 8; Hoyle interview; “Ambulance Plans Open To County,” *Charlotte Observer*, June 29, 1960, 5A; “Brother Officiates,” *Charlotte Observer*, June 22, 1958, 6E; Marriage License of Robert Turner Hoyle and Isabel Scronce Beam, Lincoln County, North Carolina Office of Register of Deeds, June 18, 1958, Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/60548/images/42091_334965-01160?pid=2380196; Mecklenburg County Deeds Book 2011, Page 415 (1958); Mecklenburg County Deeds Book 2436, Page 389 (1963).

²⁶ Unattributed newspaper clipping, August 24, 1988, “Hoyle, Robert,” box 6, folder 28, Davidson Senior Center Records Collection, DC078, Manuscript Collections, Davidson College Archives and Special Collections, Davidson, North Carolina; “Mr. Robert Turner Hoyle,” *Charlotte Observer*, April 14, 2000, 6B; “Isabel S. Hoyle,” Legacy.com, February 9, 2023, accessed May 2, 2024, <https://www.legacy.com/us/obituaries/name/isabel-hoyle-obituary?id=43053157>; Hoyle interview.

IV. Architectural Description

Written by Laura A. W. Phillips (April 3, 1980) with additions and photos by Tommy Warlick (2024)

The house at 305 South Main Street, Davidson, North Carolina, was built circa 1883 by John Eli Brattain. Although Davidson's built environment includes other examples of Folk Victorian architecture – such as the Armour-Adams House at 626 North Main Street and the Martin-Worth-Henderson House at 310 Concord Road – none combine so strikingly the exuberant embellishments characteristic of both the Carpenter Gothic and Italianate styles popular during the latter half of the nineteenth century as this fanciful Folk Victorian cottage. In its 2023 Historic Preservation Plan, the town of Davidson singled out the Brattain House as the town's most notable example of the Carpenter Gothic style. Brattain's detailed handiwork also earned the house recognition as a contributing building within the National Register of Historic Places listing for the Davidson Historic District.²⁷

The rapid growth of the national railroad system is credited for the spread of the Folk Victorian architectural style from approximately 1870 to 1910. Improved transportation made pre-cut architectural detailing from distant lumber mills, as well as heavy-duty woodworking machinery capable of producing inexpensive Victorian features and detailing, more readily available in local communities. Thanks to other technological advances – including manufactured nails (in lieu of the typical hewn joints that required skilled labor) as well as the mechanical jigsaw and lathe that eased the production of turned porch supports and Queen Anne-like scrollwork and brackets – architectural detailing once available only to elite homeowners became less expensive and more accessible to the general public. The Carpenter Gothic variant developed in the United States due to the need for quickly built houses and the desire for decorative elements. A predominately wood frame form of the masonry and wooden Gothic Revival style, Carpenter Gothic was popularized as a rural residential design primarily by the writings of Alexander Jackson Davis and Andrew Jackson Downing circa 1837 to 1880. Innovations such as the balloon framing technique and the steam powered scroll-saw (making possible the mass production of intricate moldings) prompted numerous pattern books promoting such “country cottages.” Perhaps the most famous example of a Carpenter Gothic style residence is the farmhouse that provides the notable backdrop of Grant Wood's iconic “American Gothic” painting (1930), reportedly based on a similar residence Wood once saw in Eldon, Iowa.²⁸

²⁷ Town of Davidson, “Historic Preservation Plan for the Town of Davidson, North Carolina” (January 2023), 24, accessed May 2, 2024, https://www.townofdavidson.org/DocumentCenter/View/12769/Davidson-HP-Plan_1-24-23_final; Mattson and Alexander, National Register of Historic Places Registration Form for Davidson Historic District, 65.

²⁸ Virginia Savage McAlester, *A Field Guide to American Homes*, 2nd ed. (1984; New York: Alfred A. Knopf, 2020), 398, 270, 280; Payne, “The Evolution of the Built Environment of Davidson, North Carolina,” 10; Norman Tyler, Ilene R. Tyler, and Ted J. Ligibel, *Historic Preservation: An Introduction to its History, Principles, and Practice*, 3d ed. (1994; New York: W. W. Norton & Company, 2018), 175-76; Old House Web, “Carpenter Gothic, 1840-1870,” accessed May 2, 2014, <https://www.oldhouseweb.com/architecture-and-design/carpenter-gothic-1840-1870.shtml>; Art Institute of Chicago, “American Gothic,” accessed May 2, 2014, <https://www.artic.edu/artworks/6565/american-gothic>.



“American Gothic” by Grant Wood (1930).

Source: *Art Institute of Chicago.*

The Brattain House is representative of the gable front and wing subtype of the Folk Victorian style. Its relatively simple form is embellished with strikingly similar single-story hip-roofed porches on the front and south elevations (each situated to the left of the gabled bay) with turned spindles and ornate spandrels, jigsaw cut trim work, and cornice-line brackets. The elaborate “gingerbread” bargeboard cutouts adorning its steeply pitched gables and detailed window and door surrounds are evocative of the Carpenter Gothic variant of the Gothic Revival style. The Italianate influence is evidenced in the Brattain House’s tall narrow windows, intricately incised window tops crowning the upper half-story windows, decorative brackets beneath the overhanging eaves of the primary and porch roofs, and twin entry porches with detailed chamfered posts.²⁹

The Brattain House is situated on the south side of South Main Street, just below the junction of that street with Walnut Street and approximately three blocks from downtown Davidson. Although relatively close to the street, the wood frame and weatherboard house is situated on a well-kept, comfortably landscaped corner lot. A deteriorating freestanding mid-twentieth century two-bay wood frame garage was recently removed from the property.

Directly across South Main Street from the Brattain House lies the original Davidson Methodist Church. The Victorian Gothic Revival style building was built in 1908 to accommodate the ninety-nine former members of Mount Zion United Methodist Church in Cornelius (including the Brattain family) who left to form a new congregation closer to their Davidson homes. Across Walnut Street from the Brattain House at 265 South Main Street is the Archie Brown House, a circa 1905 Queen Anne style house built for Brown by John and Polly’s son William. The Knox-Sloan-Cathey House (circa 1870) at 260 South Main Street, situated diagonally across the South Main and Walnut Street intersection from the Brattain House, served as the headquarters for the Cathey-Hoyle Company.

²⁹ McAlester, *A Field Guide to American Homes*, 397-98, 267-70, 282-85.

It was there that former Brattain House owner Robert Hoyle worked at the Cathey-Hoyle funeral home and related insurance agency. Immediately adjacent to the south of the Brattain House is the Reverend Campbell House (circa 1885), the former manse of the Davidson Methodist Church.³⁰

Perhaps the most unusual, and at the same time intriguing, aspect of the exterior of the Brattain House is the fact that all four elevations are nearly identical, even as to the extensive use of 4-over-4 double-hung sash windows with heavy cornices. Because of the asymmetry and relative intricacy of the design, one does not immediately notice the repetitive nature of the four sides. Only after close observation and several walks around the house does one realize the clever, almost pinwheel-type, continuity of the overall design.

Exterior



Front (or west) and north elevation.

³⁰ Beaty, *Davidson*, 99-103; Mattson and Alexander, National Register of Historic Places Registration Form for Davidson Historic District, 64-66.



*Front and south elevation.
The Archie Brown House built by William Brattain is visible to the left.*

The primary façade of the one-and-one-half-story Brattain House faces west and Main Street. Like the other elevations, it features a gable roof with cross gable on the right-hand bay and twin gabled dormers above the other two bays. All gables are lavishly decorated with stylized icicle sawnwork bargeboards and three-dimensional pendills of the same design at each corner. The bargeboard of the gabled bay enframes a 4-over-4 double-hung sash pedimented window with a crosstetted surround. The curvilinear design in the tympanum of the pediment is repeated above the sash window of each dormer. The overhanging eaves of the roof are accented by decorative sawnwork brackets. Even the plain wall surfaces of this fanciful house are decorative, with the major walls being sheathed in molded siding and wall spaces under the porches being covered with German (or drop) siding.

The hip-roofed porch on the west façade shades both the window of the left bay and the main entrance and projects forward in front of the entrance. In the Italianate manner, the porch is supported by chamfered posts set on square plinths and with sawnwork brackets and turned pendills above the post caps. The placement of the posts is further accented by a cluster of sawnwork brackets under the porch eaves above each post. A heavily turned balustrade connects the posts. While the original front door with arched panels has been replaced with a more simple six-panel door, the original Italianate style entrance surround with its narrow sidelights and transom remains. To the left of the main entrance is a tall, 4-over-4 sash window with crosstetted surround and projecting cornice. To the right of the doorway, as part of the projecting gabled bay, two windows of identical design to the porch window complete the composition of the main façade of the house.



Right-hand bay of front elevation.



Detail of front elevation gabled dormer with illustrative ornamental sawnwork, pendills, and brackets that appear on all four elevations.



Front porch and main entrance.



Main entrance.

Moving in a clockwise manner, the other three elevations differ little in their basic design from the west façade. In fact, the upper half-story – with bargeboarded gable and dormers – of each of the other three elevations is identical to that of the west façade. The north elevation has no porch. Instead, the wall surface of the north elevation is punctuated by four identical sash windows of Italianate influence like those on the west façade. The window on the northeast corner (the kitchen window) has been altered so that it is now only about half the length of the others. It is unclear when that window alteration may have taken place; however, given the placement of a kitchen countertop and cabinetry beneath the interior side of that window, it is possible that the alteration was made during the 1970s kitchen renovation.



North elevation.



*Brattain House, north and rear elevations, circa 1940s.
The suited man at the front car is Robert Hoyle's brother-in-law and business partner William Cathey.
Source: Roberta Hoyle.*



Right-hand bay (above) and rear dormers (below) of north elevation.





Rear elevation.

The first story of the east, or rear, elevation has been somewhat altered, with the circa 1960s enclosure of a back porch to convert it to a laundry/utility room that provides a rear entrance to the house. That rear entrance is accessed by a slate walkway that splits to lead to a brick stairway (that replaced an earlier set of wooden stairs) comprised of two symmetrical flights ascending to a common intermediate landing before converging into a larger single flight, both added in the late 1960s. The rear entrance utilizes what appears to have been the house's original front door. That door is identical to the side entry door on the house's south elevation. Several of the first-floor 6-over-6 windows were also altered circa 1960s, but the upper half-story gabled 4-over-4 windows remain intact.³¹

³¹ Hoyle interview.



*Brick stair and rear entrance into laundry room and back door (above),
and detail of upper half-story dormer (below).*



The south elevation is only slightly less elaborate than the west façade. It, too, boasts a porch of similar design to that of the primary façade. Although this side porch gives the same overall impression as the west front porch, it is actually somewhat less elaborate. Its posts are turned rather than chamfered, its balustrade is slightly less heavy than that of the main porch, and while the brackets at the head of each post are almost identical to those on the front porch, the cluster of brackets above each post and under the eaves is not present. Like the front porch, the side porch features a window with crossetted surround and an entrance like that on the front, only in this case the original door with its square, rectangular and round arched panels remains intact. Between the door and main window of the porch, two small windows have been cut into the porch wall. To the right of the porch, the first story of this elevation differs from the others. Here, the projecting bay exhibits a paired window with 4-over-4 sash, all of which is encompassed by a crossetted surround and a triangular pediment with incised decoration matching that of the window above.



Front and south elevations.



*South elevation porch and detail of first floor window (above) and
detail of siding and south elevation porch ceiling (below).*





South elevation entrance.

Note the similarities between the doors on the south and rear elevations.

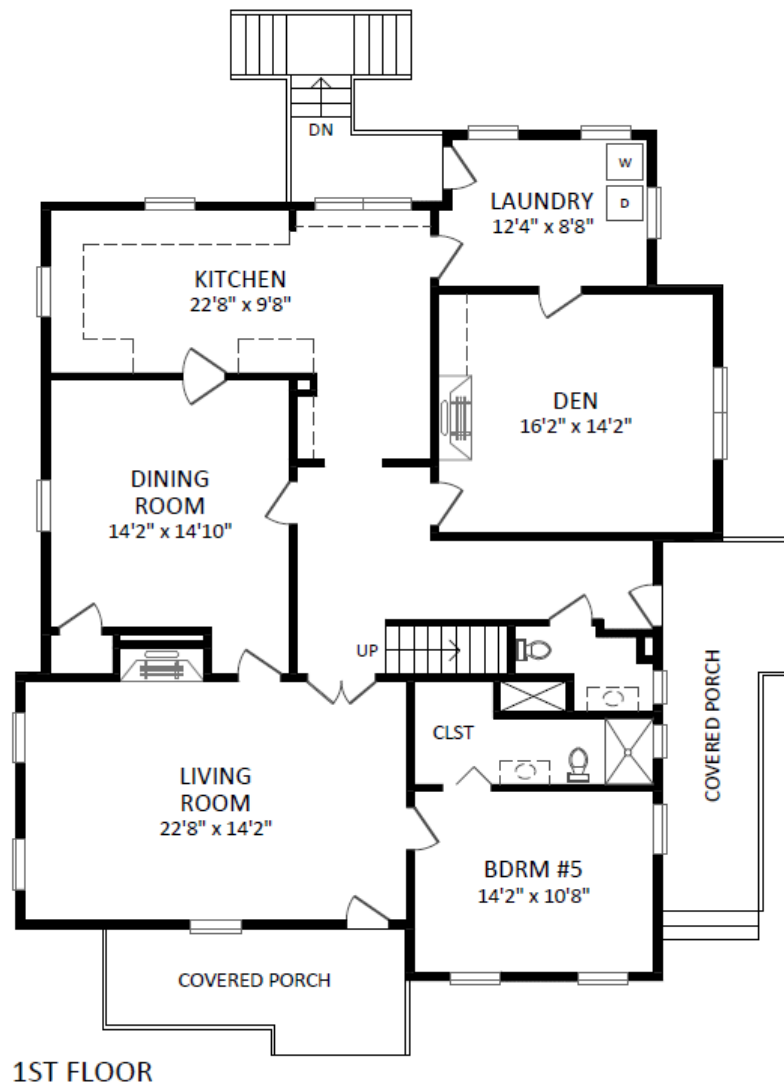
Other features of the exterior include two interior brick chimneys and a brick pier foundation infilled at least as early as the 1940s with brick in a running bond pattern.³²



South elevation foundation.

³² Gamble Family Album, 218.

Interior (first floor)



Floor plan of first floor of Brattain House.

Many common elements original to the house's construction remain extant throughout its interior, including wooden floors, plaster walls, crown and baseboard moldings, crystal and brass doorknobs and other door hardware, window and door surrounds, and two to six paneled solid wood interior doors. Although the interior underwent several alterations during the latter half of the twentieth century to suit the needs of its residents – most significantly, the kitchen, breakfast room, and laundry room, as well as the first floor's dropped ceiling – numerous original details of interest remain. The south side entrance of the house leads to a transverse stair hall that features a late Victorian stairway with turned balustrade and heavily turned newel. That is the house's sole interior stairway. Two acorn-shaped pendills decorate the corners of the second floor opening above the stairway.



First floor stair hall from south elevation entrance (above, left) with entry to powder room (above, right); interior of powder room (below).³³



³³ The powder room was installed beneath the stairs before the Hoyle family moved into the house in 1958. Hoyle interview.



*First floor stair hall and stairway.
The doorway in the left foreground leads to the den. The door in the rear center is the south elevation entrance; to its right is the powder room door.
Picture also shows illustrative original wood floors and crown and baseboard moldings typical throughout the house, as well as the acorn-shaped pendills.*



Detail of acorn-shaped pendill and molding in first floor stair hall (above) and detail of balustrade and newel (below). The glass paned door in the image below leads to the living room. The six panel wooden door in the background is the main entrance.





Living room from northwest corner (above). The center glass paned double doors lead to the stair hall. The doorway to its right leads to Bedroom #5. The glass paned door to the right of the fireplace leads to the dining room. The main entrance is visible from the northeast corner of the living room (below). Both pictures show illustrative molding and door and window surrounds typical throughout the house.





Detail of living room gas fireplace, mantel, and marble inset dating back to at least the mid-twentieth century. Roberta Hoyle and Carlette and Ed Beam (below; left to right) in front of living room fireplace, circa 1962.





Above: Bedroom #5 from southwest corner; the right door leads to a modern bathroom with no character-defining historical features. Below: Bedroom #5 from living room entrance.





Dining room, from kitchen entrance (above). Glass paned door on left leads to living room. The closet in the center background includes illustrative mid-twentieth century built-in organizational shelving (below) typical of several closets throughout the house.





Dining room, from living room entrance (above). The four-panel door in the center background leads to the kitchen. The doorway on the right leads into the stair hall. View from stairway (below) shows entrance to dining room (on left) and swinging galley doors to kitchen (on right).





Stair hall (above) into the den, with kitchen entry on left. Den (below), with doorway to stair hall in the background and doorway to laundry room on the right.



The den features an elaborate late Victorian carved wooden mantel, perhaps moved from another room of the house. Each side of the mantel has paired, engaged, spindle-like colonettes, and the pointed-arch frieze is edged with a spool-like beading. Acorn-shaped pendills, echoing the two pendills in the hallway, decorate the center as well as either side of the frieze. Carved roundels and half-roundels complete the design of the mantel.



Den fireplace and mantel.

As shown in the image on the next page, the mantel was once covered with multiple layers of paint. In the 1960s, the Hoyle family hired local handyman James Donaldson to restore the den fireplace mantle to its original state and to construct the den's built-in bookshelves. Also shown on the next page is the glass paned door that was the original backdoor of the house. The door now provides entry into the circa 1960s laundry room. The den wall opposite that door once included a second entry into the stair hall that was closed over circa 1960s.³⁴

³⁴ Ibid. The Hoyle family shares historian Laura Phillips' belief that the mantel is original to the house. Ibid.



Photo of den mantel, circa 1952.

Source: Gamble Family Album, 344.

The house's original backdoor (below) now provides passage from the den to the laundry room.





*Laundry room (above), rear exterior exit from laundry room (below left),
and entry from kitchen into laundry room (below right).*



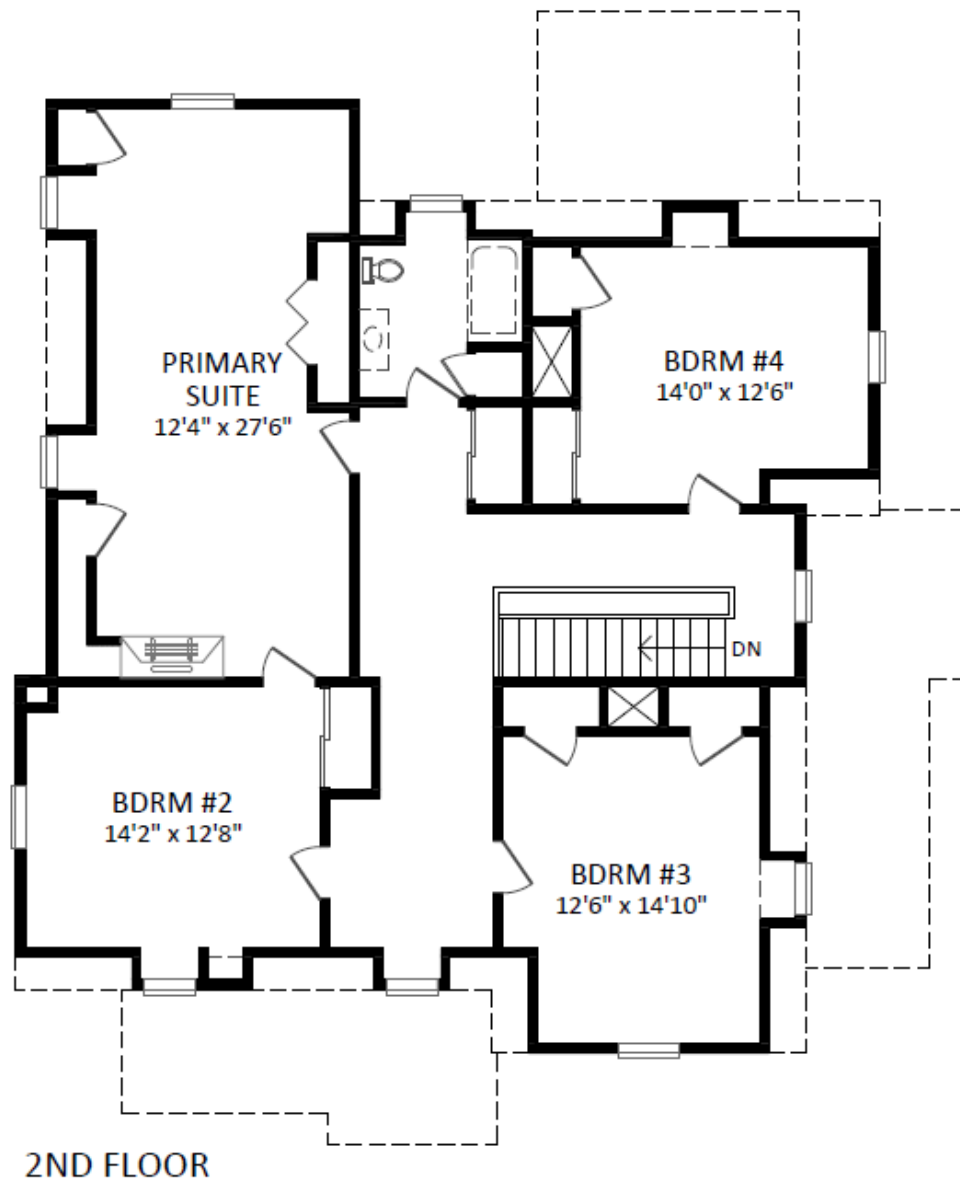
In the 1970s, the Hoyle family modernized the kitchen and breakfast room and replaced the house's oil furnace with central air.³⁵



Kitchen (left) and breakfast room, circa 1970s. The kitchen cabinetry has since been removed.

³⁵ Ibid.

Interior (second floor)



Floor plan of upper half-story of Brattain House.

The stairway ascends to a second floor transverse hall that provides access to Bedroom #4 and opens into a wider main hall that runs east to west and includes two unique features. A wooden horizontal ballet barre is mounted along the main hall's north wall. Hopeful that daughters Roberta and Carlette would pursue ballet through programs available at nearby Davidson College, Isabel Hoyle had the barre installed when the girls were still young to encourage practice. At the west end of the main hall is a built-in study desk and sewing table that Roberta Hoyle believes was installed in the late 1960s.³⁶

³⁶ Ibid.

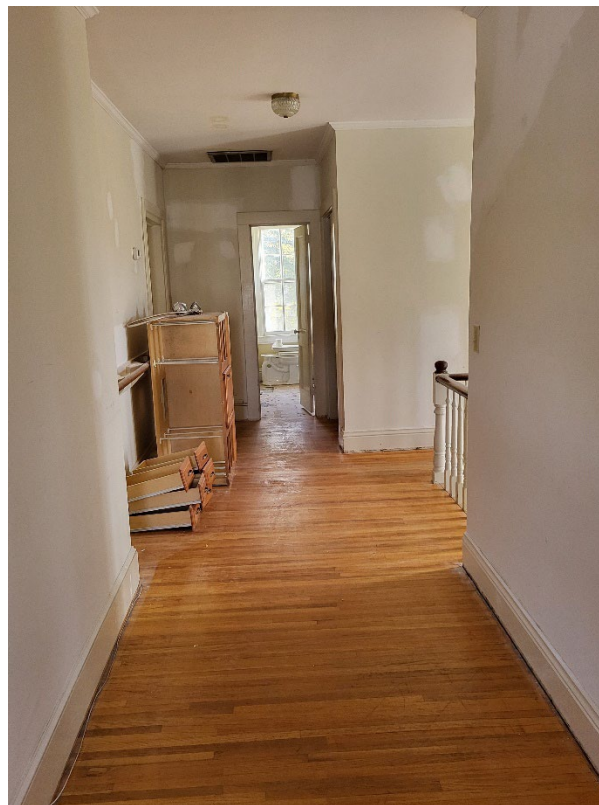


Second floor transverse hall looking north (above, left) and south (above, right). North view shows horizontal ballet barre; detail of barre below. South view shows door to Bedroom #4 on the left.





*Built-in study desk and sewing table at west end of second floor main hall.
Entrance to Bedroom #2 on right and to Bedroom #3 on left.*



Second floor main hall looking west (above, left) and east to bathroom (above, right). Doorway to Primary Suite (below) is on the north hallway wall to the left of the bathroom doorway.



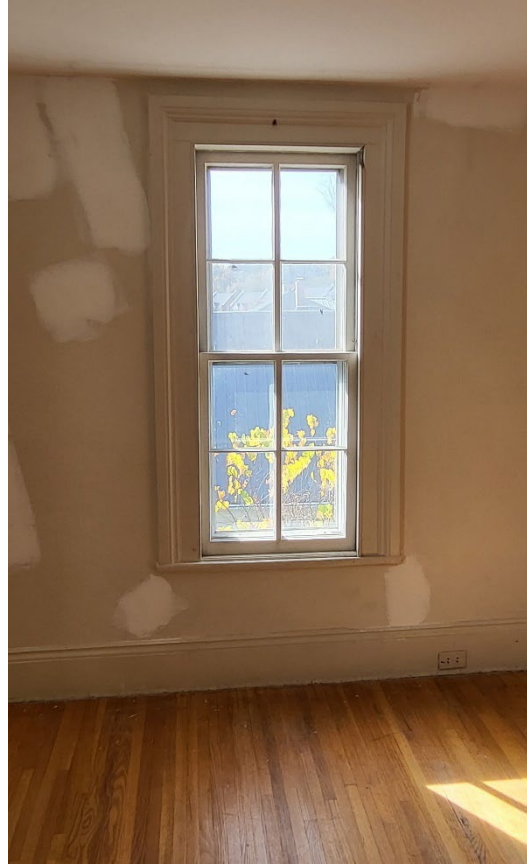
The Hoyle family occupied the upstairs bedrooms. Bedroom #2 – which is connected to the Primary Suite – was Ed’s bedroom, but he was allowed to move into Bedroom #5 downstairs when he became a teenager. As a comparable benefit, each of the two girls was permitted to redecorate her bedroom upon becoming a teenager, including the addition of the built-in window seats and drawers designed by Ben Wilson of Charlotte. Located at the top of the stairs, Roberta’s room (Bedroom #4) was redone in mid-1970s. Carlette’s room (Bedroom #3) was redecorated in the late 1960s.³⁷

The upper walls of the second floor bedrooms slant inward to accommodate the shape of the roof. The interior doors of the second floor vary in design with between two and six panels. Most of the interior doors and windows featured molded surrounds. Bedroom #2 differs from the other bedrooms in two respects: it is the only bedroom with a built-in bookcase, and the door and window surrounds are more ornately detailed.



Bedroom #4 from southwest corner. Note the built-in window seat and drawers.

³⁷ Ibid.



Bedroom #4, detail of built-in window seat/drawers and corner trim (above, left) and south-facing (above, right) window, and vintage light fixture illustrative of second floor light fixtures (below).





*Bedroom #3 from northeast (above) and northwest corners (below).
Note the built-in window seat and drawers and closet shelving.*





Bedroom #3, view of door and doorway into main hall (above), and vintage light fixture (below).





Bedroom #2 from northwest corner (above). The doorway to the left of the closet connects to the Primary Suite; the doorway to the right of the closet leads to the main hall. Bedroom #2 from doorway to Primary Suite (below). Note the built-in bookcase.





Bedroom #2, detail of door and window surrounds (above) and built-in bookcase (below).





Bedroom #2, looking into Primary Suite (above, left), and glass paned door connecting Primary Suite and Bedroom #2 (above, right).

The Primary Suite was originally three separate rooms, including a small room that contained the fireplace. The fireplace features an early twentieth century mantel of Colonial Revival influence. Prior to the Hoyle family's 1958 move into the Brattain House, the walls separating those three rooms were removed to make the single larger Primary Suite. The fireplace and chimney remained inoperable prior to and throughout the Hoyles' residency in the house. The tiles surrounding the fireplace were hand painted by Carlette Beam sometime during the 1970s.³⁸

³⁸ Ibid.



Primary Suite from southwest (above) and northeast (below) corners.





*Primary Suite fireplace and mantle (above),
and detail of hand painted tiles by Carlette Beam, circa 1970s (below).*





*Primary Suite, left closet on north wall (above). Note original five-panel door with original hardware.
Interior of left closet (below).*





*Primary Suite, right closet on north wall (above). Note original five-panel door with original hardware.
Second floor bathroom, entrance (below, left) and closet (below, right) doors.*





*Second floor bathroom, wood lath and plaster wall system (above).
Illustrative examples of door hardware typical throughout the house (below).*



Interior Designation Parameters

In order to recognize the historical and architectural significance of the John Eli Brattain House, it is recommended that the landmark designation include the entire interior of the house. In support of the request for landmark designation of the interior of the Brattain House, the property owner has provided written consent for interior review of the house pursuant to N.C. Gen. Stat. § 160D-947(b). Character-defining features of the interior of the house include the following:

John Eli Brattain House

Features Located Throughout the House

Wooden floors

Plaster walls

Crown and baseboard moldings

Crystal and brass doorknobs and other door hardware

Window and door surrounds

Solid wood interior doors of various design with two to six panels

Interior: First Floor

Stair Hall and Stairs

Late Victorian stairway with turned balustrade and heavily turned newel

Two acorn-shaped pendills

Living Room

Fireplace and mantel

Dining Room

Closet organizational shelving

Den

Fireplace and mantel

Glass paned door to laundry room

Interior: Second Floor

Main Hall

Ballet barre

Built-in study desk and sewing table

Bedroom #4

Built-in window seat and drawers

Vertical wood corner trim

Light fixture

Bedroom #3

Built-in window seat and drawers

Closet organizational shelving

Light fixture

Bedroom #2

Built-in bookshelf

Light fixture

Primary Suite

Fireplace and mantel

Closet organizational shelving

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**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary D. Reid Wilson

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

July 5, 2024

Stewart Gray
Charlotte-Mecklenburg Historic Landmarks Commission
2100 Randolph Rd.
Charlotte, NC 28207-1522

Email: Stewart.Gray@mecklenburgcountync.gov

**RE: Proposed Designation John Eli Brattain House, 305 South Main St., and 220 Walnut St.,
Davidson, Mecklenburg County.**

Dear Mr. Gray:

Thank you for submitting the local landmark report for the John Eli Brattain House, 305 South Main St., and 220 Walnut St., Davidson, Mecklenburg County. We reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

According to the report, the John Eli Brattain House is of special local significance because of its Carpenter Gothic architectural style that is a remarkable example of Folk Victorian architecture. It is prominently located on a corner lot along a primary corridor into Davidson's downtown where its location and unique appearance have made it a long-time significant landmark for the local community.

The local designation report was well written, thorough, and included great photographs. We shared recommendations with staff to make some very minor additions. With these minor additions, we feel the report will provide the preservation commission and local governing board sufficient information to determine whether the John Eli Brattain House possesses the requisite special local significance and integrity for local historic landmark designation.

Local landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance of the property would be subject to the design review procedures of the preservation commission. The owner may receive an annual deferral of up to fifty percent of the property taxes for as long as the property is designated and retains significance and integrity. (N.C.G.S. 105-278 *et seq.*).

Thank you for the opportunity to comment on this report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Charlotte-Mecklenburg Historic Landmarks Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the enclosed designation form or a copy of the ordinance to our office.

This letter serves as our comments on the proposed designation of the John Eli Brattain House, 305 South Main St., and 220 Walnut St., Davidson, Mecklenburg County.

Please contact me at or Kristi.brantley@dncr.nc.gov (preferred) or 919-814-6576 should you have any questions about our comments.

Sincerely,

A handwritten signature in black ink that reads "Kristi Brantley". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the right.

Kristi Brantley
Local Preservation Commissions/CLG Coordinator

CC: Commission Chair

Enclosure

RECORD OF THE VOTE OF THE HISTORIC LANDMARKS COMMISSION ON THE

JOHN ELI BRATTAIN HOUSE

September 9, 2024

THE SURVEY COMMITTEE PRESENTED A SECONDED MOTION RECOMMENDING THAT THE HISTORIC LANDMARKS COMMISSION PROCESS THE JOHN ELI BRATTAIN HOUSE, 305 S. MAIN STREET, DAVIDSON, N.C., FOR HISTORIC LANDMARK DESIGNATION INCLUDING THE INTERIOR AND EXTERIOR OF THE HOUSE AND THE TAX PARCEL NUMBER 00701884 ASSOCIATED WITH THE HOUSE. THE COMMISSION UNANIMOUSLY APPROVED THE MOTION.

Favor

Ms. Dontressa Ashford, Mr. Robert Barfield, Ms. Andra Eaves, Ms. Victoria Grey, Mr. John Kincheloe, Dr. Emily Makas, Mr. Charlie Miller, Ms. Melanie Reddrick.

Oppose

None

Abstain

None

Absent

Ms. Lesley Carroll
Mr. Brian Clarke



MECKLENBURG COUNTY
County Assessor's Office

August 15, 2024

Stewart Gray
Senior Preservation Planner
Charlotte-Mecklenburg Historic Landmarks Commission
2100 Randolph Rd.
Charlotte, NC 28207

In Re: Parcel Number 007-018-84
305 MAIN HOLDINGS LLC
305 S MAIN ST
DAVIDSON, NC 28036

Dear Mr. Gray,

Based on the current value and tax rate, the potential amount of deferrable taxes on the above-mentioned property would be \$882.32 for City of Davidson taxes and \$1,602.44 for Mecklenburg County taxes. This is for the interior and exterior designation of building, including approximately .322 acres of land.

Very truly yours,
Misty Hobbs
Sr. Assessment Specialist

Mecklenburg County Assessor's Office
3205 Freedom Dr, Suite 3500 * Charlotte, North Carolina 28208 * (980) 314-4CAO

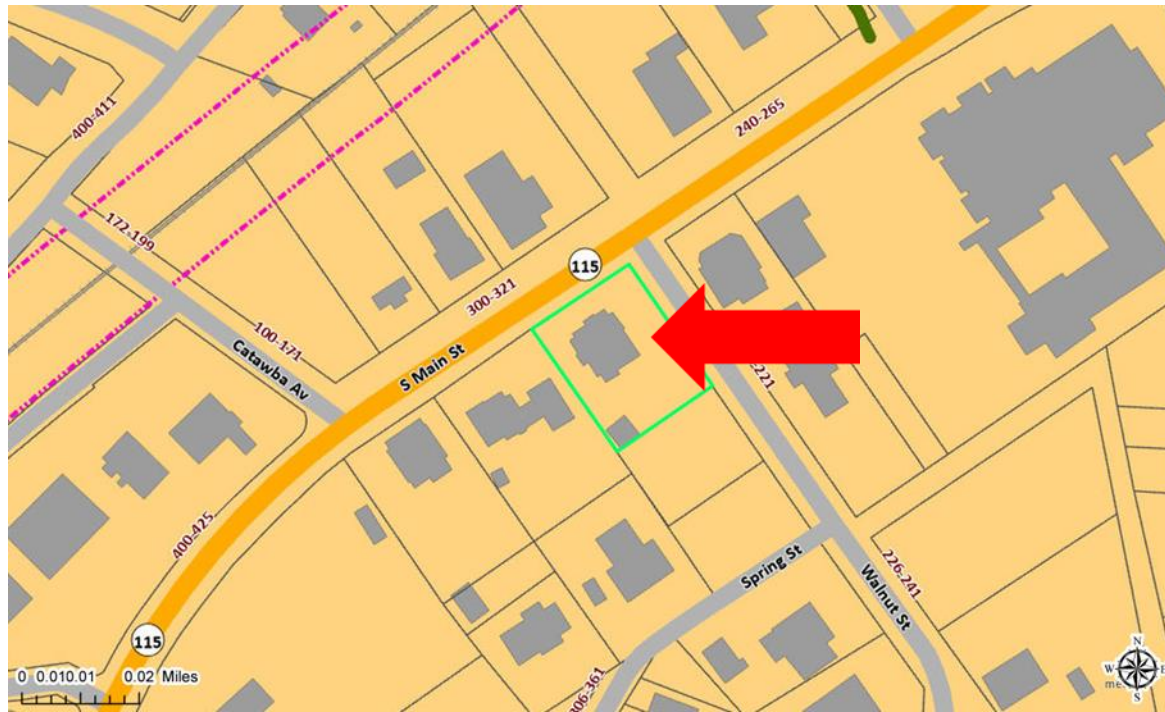
John Eli Brattain House

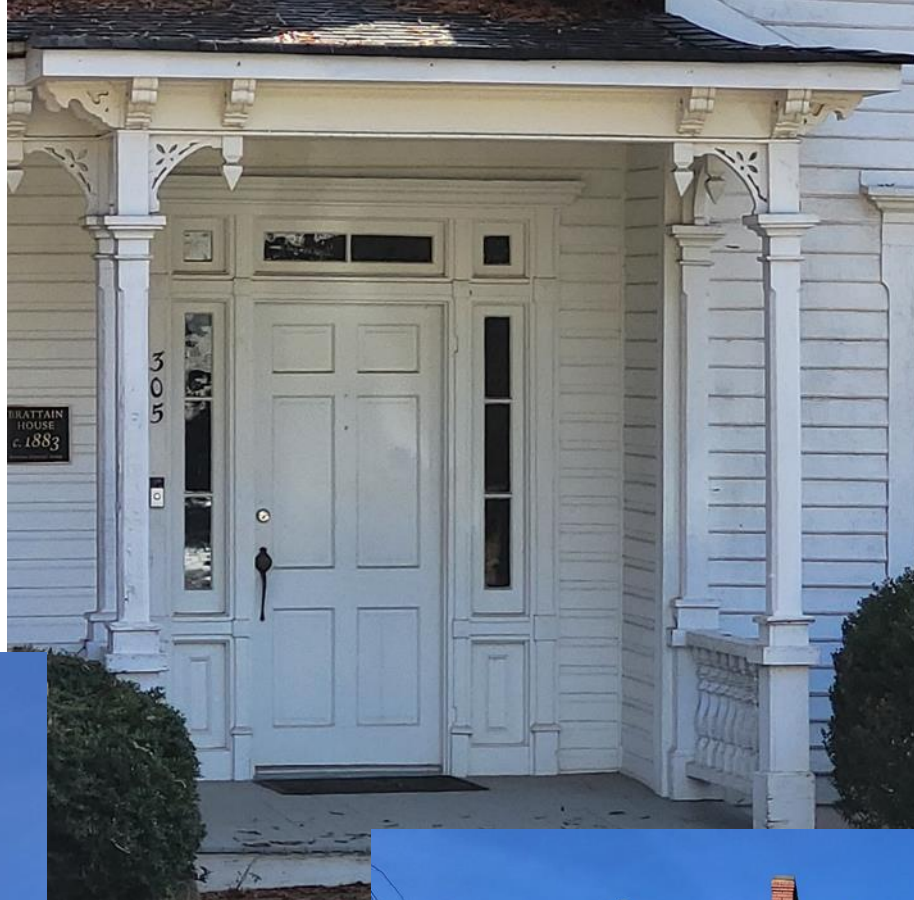
305 S. Main St., Davidson



“American Gothic” by Grant Wood (1930)











September 10, 2024

**SECOND TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, September 10, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison Brandon, and Ted Stauffer. Commissioner Autumn Rierson Michael was present via zoom. Town Manager Jamie Justice, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m. and held a moment of silence in remembrance of all those who passed away on 9/11.

- **ANNOUNCEMENTS/PROCLAMATION**

Communications Director Jessica Johnson announced the following:

The Town is currently accepting nominations for the 2024 G. Jackson Burney Community Service Award through Monday, September 30. This award honors individuals who, like Jack Burney, have made outstanding contributions to our community.

The Town of Davidson is now accepting applications for 2025 appointments to its Advisory Boards. Deadline to apply is Friday, October 4. Appointees begin service on their respective board(s) in January 2025. New members will serve a three-year term from January 2025 to December 2027, with the possibility of a second term.

The Town is offering the Davidson Main Street Business Grant for the eleventh year. The Davidson Board of Commissioners approved \$15,000 to fund this grant program for Fiscal Year 2025. The goals of the program are to provide direct financial benefit to small businesses, retain and create jobs in association with small businesses, and to spur private investment in association with small businesses located in our business districts. Small businesses may apply now through Friday, October 31, 2024.

The annual Downtown Fall Arts Festival will take place this Saturday, September 14 from 4:00 p.m. - 8:00 p.m. with over 50 participating local artists setting up on the Town Green (119 S. Main Street) in Historic Downtown Davidson. In addition to the fine art, attendees will be able to purchase handmade gifts, food at local restaurants, and enjoy live music performed by the Blue Dogs Trio that evening.

The Town of Davidson is pleased to announce the fall Commissioner Chat will be held on Tuesday, September 17 from 7:00 p.m. - 8:00 p.m. at Davidson Pointe Pool Cabana located at 128 Sweet Magnolia Court, Mooresville, NC 28115 . This outdoor drop-in event is open to all Davidson residents.

There are still spots available to attend the second Dog Walker Watch training session on Thursday, September 19 at 6:00 p.m. in the briefing room of the Davidson Public Safety Building located at 216 S. Main St. The Dog Walker Watch program encourages neighbors to support local law enforcement by acting as additional eyes and ears while walking their dogs in Town.

The Town of Davidson is thrilled to announce a new all-day Ramble On Music Festival being held on Saturday, September 21. Performing artists from around the country will converge on the vacant 2.5-acre lot in downtown Davidson at 405 S. Main Street (the old carwash) from noon until 10:00 p.m.

Mayor Knox read proclamations for **National Preparedness Month** and **Constitution Week**. Members of the Daughters of the American Revolution Alexandria Chapter were present at the meeting to receive a copy of the Constitution Week proclamation.

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

Commissioner Fay made a motion to adopt the agenda. The motion passed unanimously (5-0).

- **QUARTERLY COMMISSIONER REPORTS**

Each board member provided an update of the outside Board to which they have been appointed.

Centralina Regional Council - Commissioner Autumn Rierson Michael

Charlotte Regional Transportation Planning Organization – Mayor Knox

Lake Norman Transportation Commission – Mayor Knox

Lake Norman Chamber of Commerce - Commissioner Tracy Mattison Brandon

Lake Norman Economic Development Corporation – Commissioner Ryan Fay

Municipal Education Advisory Committee - Commissioner Autumn Rierson Michael Metropolitan

Transit Commission - Mayor Rusty Knox

Visit Lake Norman - Commissioner Steve Justus

- **BUSINESS ITEMS**

(a) Economic Development Director Kim Fleming introduced Liz Brigham, Director of Innovation and Entrepreneurship from the Hurt Hub at Davidson College to provide an update on **Amplify Davidson**. Amplify Davidson seeks to support small business owners in town with a focus on women and minority-owned businesses. The presentation included a recap of the first year of the program.

(b) Town Manager Justice reviewed the proposed **Resolution 2024-20 in Support of Legislation Authorizing Referendum**. The Town of Davidson is a member of the Metropolitan Transit Commission established in 1999, and is supportive of providing diverse roadway infrastructure and public transportation options to its citizenry. The town, city, and county managers have been working for many months to draft legislation that would, if approved by the North Carolina General Assembly, allow the citizens of Mecklenburg County to decide by referendum whether they will authorize an additional sales tax for investment in roadway and public transportation systems. This item was previously discussed at the August 27 meeting.

Due to the importance of this item, the Board of Commissioners allowed for a public comment period. The public comment period opened at 7:02 p.m. and closed at 7:21 p.m. Seven (7) people spoke during the public comment period.

Commissioner Mattison Brandon made a motion to approve Resolution 2024-20 in Support of Legislation Authorizing Referendum. The motion passed unanimously (5-0).

(c) Project Manager Doug Wright presented an update on the **2024 resurfacing project**, that will take place in the "East Central" area of Town. This project is Year 4 of a 5-Year resurfacing plan for all town-maintained streets. A formal bid opening was held on August 28, 2024, with Red Clay Industries being the low bid at \$658,617 and the bid and contract have been vetted for approval.

Commissioner Justus made a motion to approve the 2024 Resurfacing Project and Budget Amendment 2025-07. The motion passed unanimously (5-0).

(d) Affordable Housing and Equity Director Alexander Cahill reviewed the establishment of an **Urgent Home Repair Pilot Program**. This program falls under the "preserve" pillar of the affordable housing strategic framework. Any vendor that can meet the program requirements, is a HUB-certified vendor, and aligns with the Town's mission, strategic plan, and core values will be considered. This item was previously discussed at the August 13 meeting.

Commissioner Stauffer made a motion to approve Resolution 2024-21 Establishing an Urgent Home Repair Pilot Program. The motion passed unanimously (5-0).

(e) Finance Director Piet Swart presented an update on voter approved **General Obligation (GO) Bonds issued in 2021 from the 2017 Parks, Mobility and Greenways GO Bond orders**. The cost of the projects has varied from the original projection, a grant was received to offset the cost of Beaty Park, and interest was earned on the bond proceeds. Additionally, hazardous materials testing identified lead paint at the 251 South Street gymnasium. Remediation of the lead paint will cost \$135,000. The Board will consider approval of a Resolution to allocate funds from the 2017 GO Bond orders on the September 24 consent agenda.

(f) Parks and Recreation Director Leslie Willis reviewed the **2024 Parks and Recreation Master Plan**. This item was previously discussed at the August 27 meeting. The presentation included amendments from the original presentation. In January 2024, the Town contracted with LandDesign to administer a Parks and Recreation Master Plan update. The current plan was completed in 2014 and an update to the Master Plan was necessary for future grant funding. Over the course of 8 months, 5 public-input sessions, and 2 surveys were administered to gather the current needs within the community. The current needs and national trends will be used to guide and make decisions regarding new and existing park amenities, recreational programs and investments.

Commissioner Fay made a motion to adopt the 2024 Parks and Recreation Master Plan as amended. The motion passed unanimously (5-0).

(g) Public Works Director Jesse Bouk presented an opportunity to **replace an F-150 truck**. Staff researched and compared a typical replacement with a gasoline engine and a hybrid option. The total cost of the hybrid option is roughly 30% more than the gasoline option, with a total cost of \$62,000.

This purchase aligns with the following goals from the Climate Action Plan:

- Goal M1: Reduce Mobile Source Emissions in Town Operations Strategy
- Goal M1.1: Convert 100% of the Town fleet to EVs, hybrids, or use clean fuels by 2037.
- Goal M1.1.2: Ensure all newly acquired vehicles for town use are either EVs, hybrids, or use clean fuels.

Commissioner Stauffer made a motion to approve Budget Amendment 2024-08 to fund the purchase of the first hybrid truck for Public Works. The motion passed unanimously (5-0).

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

Commissioner Fay made a motion to adjourn the meeting. The motion passed unanimously (5-0).

The meeting adjourned at 8:23 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



September 24, 2024

**FOURTH TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, September 24, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison Brandon, Autumn Riersen Michael, and Ted Stauffer. Town Manager Jamie Justice and Town Clerk Betsy Shores were also present. Town Attorney Karen Wolter was present via zoom.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 5:00 p.m.

- **CLOSED SESSION**

Commissioner Fay made a motion to move to closed session per NCGS §143-318.11. (a) (5) – Personnel at 5:00 p.m. The motion passed unanimously (5-0).

Commissioner Stauffer made a motion to end the closed session at 5:48 p.m. The motion passed unanimously (5-0).

- **ANNOUNCEMENTS**

Mayor Knox resumed the open session at 6:00 p.m. Communications Director Jessica Johnson announced the following:

The 19th Annual Run for Green will take place on Saturday, September 28, 2024. Three courses will be set up throughout Town to accommodate the 1/2 marathon, 10k, and 5k events.

Due to inclement weather, the Town of Davidson and Davidson Youth Baseball Association (DYBA) have rescheduled the Battle of the Badges Charity Softball Game to Sunday, October 13, 2024, at 4:00 p.m. at McEver Fields, located at 626 South Street. The Davidson Fire Department will take on the Davidson Police Department in a friendly charity softball game. Gates will open at 2:30 p.m., with Mayor Rusty Knox tossing the first pitch at 3:45 p.m. The game will begin immediately after.

The Town is currently accepting nominations for the 2024 G. Jackson Burney Community Service Award through Monday, September 30. This award honors individuals who, like Jack Burney, have made outstanding contributions to our community.

The Town of Davidson Police Department invites the community to celebrate Davidson's National Night Out (NNO). This year's local event will be held at Ada Jenkins Center located at 212 Gamble Street on Tuesday, October 1 from 5:00 p.m. to 7:00 p.m. There is no cost for the public to attend. Parking will be available yet limited; residents are encouraged to walk or ride their bikes to the event. National Night Out (NNO) is an annual crime prevention and community-building event sponsored by the Davidson Police Department to promote involvement in crime prevention activities, police-resident partnerships, and neighborhood cohesiveness.

The Town of Davidson is now accepting applications for 2025 appointments to its Advisory Boards:

- Affordable Housing & Equity Board
- Design Review Board/Historic Preservation Commission
- Livability Board
- Planning Board
- Public Art Commission
- Sustainability Board

Advisory Board applications must be received by Friday, October 4, 2024 by 5:00 p.m. to be considered. A nominating committee reviews applications and nominates residents for each available position to be voted on by the Board of Commissioners. Appointees begin service on their respective board(s) in January 2025. New members will serve a three-year term from January 2025 to December 2027, with the possibility of a second term.

Davidson community members will join students from around the world in walking, biking, and rolling to school celebrating International Walk to School Day on Wednesday, October 9. This event is organized in partnership with the North Carolina Safe Routes to School Program. It seeks to raise awareness for pedestrian safety, environmental conservation, the importance of physical activity, and the Town of Davidson's commitment to being a walking and bicycle-friendly community.

Mayor Knox read proclamations for **International Walk to School Day** and **Fire Prevention Week**.

- **CHANGES/ADOPTION OF THE AGENDA**

There were no changes to the agenda.

Commissioner Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (5-0).

- **PUBLIC COMMENT**

The public comment period opened at 6:09 p.m. and closed at 6:15 p.m. Two people spoke during the public comment period.

Steve Sonnenberg spoke about the Resurfacing Contract, Housing Authority and Affordable

Housing Implementation Program, Real Estate and the Town's Non-Discrimination Ordinance, Essential Home Repair, and the proposed Red Line.

Donna Pollack spoke about Town Owned Land for Affordable Housing and the recent Employer/Employee Housing Survey.

- **CONSENT AGENDA**

Approval of August Meeting Minutes

Approval of Resolution 2024-22 Allocation of 2017 GO Bond Orders Issued in 2021 and Gymnasium Remediation Costs

Approval of Resolution 2024-23 Interlocal Agreement for Assignment of Street Addresses

Approval of Firefighter Relief Fund Board of Trustee Appointment for Richard Reid Effective September 25, 2024

Approval of Access and Temporary Construction Easement Granted by Mecklenburg County for Construction of the Kincaid Trail Greenway

Approval of Resolution 2024-24 Authorizing the Parkside Commons Purchase Agreement

Approval of Resolution 2024-25 and Budget Amendment 2025-09 Authorizing the Conveyance of 916 Mary Max Drive to an Income-Qualified Buyer

Approval of Municipal Agreement #13009 with the North Carolina Department of Transportation for the Beaty Street - North Main Street Intersection Improvements Project HL-0111

Approval of Municipal Agreement #12957 with the North Carolina Department of Transportation for Maintenance of Town-Owned Traffic Signals

Approval of Tax Levy Adjustments

Approval of Budget Amendment 2025-11 - Art Park Feasibility Study Grant from Arts & Science Council (ASC)

Commissioner Justus made a motion to approve the consent agenda. The motion passed unanimously (5-0).

- **BUSINESS ITEMS**

(a) Economic Development Director Kim Fleming presented an update on the **Davidson Veterans Monument**. The Town Board formed the Davidson Veterans Committee in December 2022 with the purpose of exploring options for the design, location and funding of a Davidson Veterans Monument. Along with the Davidson Public Art Commission, Douwe Blumberg's design "Flames of Honor" was selected as the committee's selection for the Davidson Veterans Monument. The monument will be located in Nancy MacCormac Plaza in front of the Davidson Post Office. Members of the Davidson-Huntersville Lions Club presented a check for \$13,000 for the Veterans Monument from the 2024 Russell Knox Memorial Golf Tournament. The Davidson Veterans Committee has established a fundraising goal of \$250,000 for the monument and landscaping of the surrounding area with a project completion date of November 11, 2024.

(b) Parks and Recreation Director Leslie Willis discussed with the Board the **Fiscal Year 2025 Non-Profit Grant Recommendation from the Livability Board**. The Board of Commissioners has historically appropriated \$50,000 for non-profit grants as part of the annual budget process. Non-profits serving Davidson residents applied for funding to support activities that meet a public purpose that the Town government does not directly provide but could if facilities and staffing were available. Michael Murray, Chair of the Livability Board, presented their recommendations on how the Fiscal Year 2025 Non-Profit

Grant funds should be allocated. The Board will consider approval of the Fiscal Year 2024 Non-Profit Grants at the October 8 meeting.

(c) Planning Director Jason Burdette discussed with the Board **a resident proposed text amendment to Davidson Planning Ordinance (DPO) 4.3.1.D** specific to fencing regulations in the front yard and on corner lots. Proposed text amendments will follow the process described in DPO 14.23, Amendments Generated by Petition. A public hearing is scheduled for the October 8 Board of Commissioners Meeting.

(d) Affordable Housing and Equity Director Alexander Cahill presented an update on **153 Mock Road**. The Board approved the initial purchase of 153 Mock Road along with 4 other properties in 2018 and authorized the rehabilitation of these properties. Built2Last stepped in to help finish rehabbing 153 Mock Road and the Town will plan to sell the unit to an income-qualified buyer in mid-October.

Commissioner Rierson Michael made a motion to approve Resolution 2024-26 Authorizing the conveyance of 153 Mock Road to an income-qualified buyer through the Town's Affordable Housing Program. The motion passed unanimously (5-0).

(e) Finance Director Piet Swart presented the **Grant Review, Application and Selection Project (GRASP)** to the Board. GRASP will combine internal staff expertise with an external grant consultant, the Ferguson Group, to enhance the Town's grant program. Grant focus areas will be: Affordable Housing; Agricultural Corridor & Food Systems - USDA; Public Safety; and Sustainability. Staff requested funding the contract with Budget Amendment 2025-10 for \$9,000 from fund balance for emerging grant opportunities through the Federal Fiscal Year 2025 beginning October 1.

Commissioner Justus made a motion to approve Budget Amendment 2025-10. The motion passed unanimously (5-0).

(f) Assistant Town Manager Austin Nantz presented an update on the **2024-2025 Strategic Plan**. The Board of Commissioners and Town staff met in February to develop the 2024-2025 Strategic Plan and the draft plan was approved at the March 26, 2024, meeting. The Strategic Plan includes seven strategic goal areas and corresponding priorities.

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

Commissioner Fay made a motion to adjourn the meeting. The motion passed unanimously (5-0).

The meeting adjourned at 7:18 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor

DRAFT



ORDINANCE 2024-08
REQUEST FOR STREET CLOSURE
FOR CHRISTMAS FESTIVAL IN THE TOWN DAVIDSON, NORTH CAROLINA

WHEREAS, the Town of Davidson Board of Commissioners requests that North Carolina Department of Transportation undertake the formal steps necessary for Town of Davidson, North Carolina to conduct “Christmas in Davidson”, an annual festival held on US Highway 115, between the intersection of Davidson-Concord Road and Highway 115 to the intersection of Jackson Street and Highway 115, on Thursday, December 5, Friday, December 6 and Saturday, December 7, 2024 from approximately 5:00 P.M. – 10:00 P.M; and

WHEREAS, the Town of Davidson Board of Commissioners believes that it is in the best interest of the citizens of Town of Davidson that NC Department of Transportation act favorably on said request.

NOW THEREFORE BE IT ORDAINED by the Town of Davidson Board of Commissioners pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Dates: Thursday, December 5
Friday, December 6
Saturday, December 7

Time: 5:00 P.M. – 10:00 P.M.

Route Description: US Highway 115, between the intersection of Davidson-Concord Road and Highway 115 to the intersection of Jackson Street

This ordinance to become effective when signs are erected giving notice of the limits and times of the festival, and implementation of adequate traffic control to guide through vehicles around festival route.

This the 22nd day of October 2024.

Rusty Knox, Mayor

Elizabeth K. Shores, Town Clerk



ORDINANCE 2024-09
REQUEST FOR STREET CLOSURE
FOR THE NORTH MECKLENBURG CHRISTMAS PARADE IN THE
TOWN DAVIDSON, NORTH CAROLINA

WHEREAS, the Town of Davidson Board of Commissioners requests that North Carolina Department of Transportation undertake the formal steps necessary for Town of Davidson, North Carolina to conduct a Christmas Parade US Highway 115, between the intersection of Griffith Street and Highway 115 to the Town of Cornelius corporate bounty on US Highway 115, on Saturday, December 7, 2024 from approximately 1:00 P.M. – 5:00 P.M.; and

WHEREAS, the Town of Davidson Board of Commissioners believes that it is in the best interest of the citizens of Town of Davidson that NC Department of Transportation act favorably on said request.

NOW THEREFORE BE IT ORDAINED by the Town of Davidson Board of Commissioners pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Dates: Saturday, December 7

Time: 1:00 P.M. – 5:00 P.M.

Route Description: US Highway 115, between the intersection of Griffith Street and Highway 115 to the Town of Cornelius corporate bounty on US Highway 115

This ordinance to become effective when signs are erected giving notice of the limits and times of the festival, and implementation of adequate traffic control to guide through vehicles around festival route.

This the 22nd day of October, 2024.

Rusty Knox

Elizabeth K. Shores, Town Clerk

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-80-6120-233	Events – Christmas in Davidson		\$8,125.00

Budgeted expenditures will fund the Zeb Harrison Praise Band at Christmas in Davidson from an Arts and Science Council Cultural Block grant.

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-80-3431-315	Grants		\$8,125.00

The Town received an Arts and Science Council Cultural Block grant to fund the Zeb Harrison Praise Band at Christmas in Davidson.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 22nd day of October 2024

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



October 8, 2024

Town of Davidson Board of Commissioners
216 South Main Street
Davidson, NC 28036

Dear Commissioners:

On November 7, Davidson Housing Coalition is hosting a block party for residents of our rental and landlease properties, our immediate neighbors in West Davidson, and Town residents at large. (You all should have received electronic Save the Date cards already!) The event will include a food tent hosted by Davidson Presbyterian Church and music by Zeb Harrison and Sounds of Praise. Zeb's group is the brass band we hosted at last June's block party. Our event will be held in our Creekside parking lot (behind the DHC office) on Thursday, November 7, 2024 between 5 p.m. and 7 p.m. Because we expect the music could go over the decibel limit of 60 dBA for the Town of Davidson's sound ordinance, we would like to request a variance for this event.

In addition to requesting the variance, we also plan to alert neighbors within a three block radius of campus by placing notecards on their doorsteps, inviting them to the event and advising them of the additional noise days in advance of the event. Thank you for your consideration of this request! Please let me know what questions you have for me.

Best,

A handwritten signature in black ink, appearing to read "Connie Wessner".

Connie Wessner
Executive Director

220-A Sloan Street
Davidson, NC 28036
(704) 892-4486 phone
(704) 892-4197 fax

davidsonhousing.org

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by TOWN OF DAVIDSON TOWN HALL for an award under the funding opportunity entitled 2024 OVW Fiscal Year 2024 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) Initiative. The approved award amount is \$499,227.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OVW, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Rosemarie Hidalgo
Director

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

TOWN OF DAVIDSON TOWN HALL

UEI

ETMKSGX77JA4

Street 1

PO BOX 579

Street 2**City**

DAVIDSON

State/U.S. Territory

North Carolina

Zip/Postal Code

28036

Award Details**Federal Award Date**

9/13/24

Award Type

Initial

Award Number

15JOVW-24-GG-01497-POLP

Supplement Number

00

Federal Award Amount

\$499,227.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.590	Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program

Statutory Authority

Consolidated Appropriations Act, 2023, Pub. L. No. 117-328, 136 Stat. 4459, 4530-31 (2022)

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 OVW Fiscal Year 2024 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) Initiative

Application Number

GRANT14096234

Awarding Agency

OVW

Project Title

OVW 2024 Enhancing Investigations and Prosecution

Performance Period Start Date

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

The Enhancing Investigations and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) encourages law enforcement agencies and/or prosecutors' offices to expand and improve their capacity to effectively investigate and/or prosecute domestic violence, dating violence, sexual assault, and stalking, and in so doing, support victim safety and autonomy, hold offenders accountable, and promote agency trust within the surrounding community.

The EIP project by the Town of Davidson, in partnership with Safe Alliance, to implement in the Town of Davidson, NC addresses EIP purpose areas: 1, 2, 3, 4, and 6. Additionally, this project addresses OVW Priority Area 1: Access to Justice; Priority Area 2: Services to Sexual Assault Survivors. Specific activities include: 1) establish a multidisciplinary coordinated community response to domestic violence, dating violence, sexual assault, and stalking; 2) hire a detective responsible for investigating cases involving domestic violence, dating violence, sexual assault,

and stalking utilizing trauma-informed strategies; and 3) implement outreach and communication practices to foster trust with victims, improve transparency, and increase accountability of offenders.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Director

Name of Approving Official

Rosemarie Hidalgo

Signed Date And Time

9/8/24 5:38 PM

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-10-4310-121	Salaries		\$52,100.00
10-10-4310-181	FICA		\$ 4,000.00
10-10-4310-182	Retirement		\$10,500.00
10-10-4310-183	Insurance		\$12,500.00
10-10-4310-261	Equipment		\$ 6,495.00
10-10-4310-321	Travel		\$ 5,000.00
10-10-4310-440	Contract Services		\$51,500.00
10-10-4310-540	C/O - Vehicle		\$64,487.00

Budgeted expenditures will fund costs related to a domestic violence detective position and education program funded by a grant.

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-10-3431-315	Grants		\$206,582.00

The Town received a Federal domestic violence grant.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 22nd day of October 2024

By: _____

Rusty Knox
Mayor

ATTEST:

Elizabeth K. Shores
Town Clerk



AGENDA MEMO

To: Davidson Board of Commissioners

From: Alexander Cahill, Affordable Housing & Equity Director

Date: October 22, 2024

Re: Consider Approval of a Service Contract Between the Development Finance Initiative and the Town of Davidson for Pre-Development Feasibility and Financial Incentive Services for the Development of Affordable Housing

ITEM SUMMARY/OVERVIEW

At the July 9, 2024, Affordable Housing Work Session, Town staff presented an overview of the work that has occurred on the Town-Owned Land Affordable Housing Development process. This overview provided background information on what has occurred in the process to date, provided information on financing and partnerships, provided examples of affordable housing development, and shared the results from the site analysis done by Dewberry Engineering in consultation with Town staff. At the work session, Town staff noted that the next step would be to explore a partnership with the UNC School of Government's Development Finance Initiative (DFI).

At the October 8, 2024, Town Board meeting, Sarah Odio and Sonjia Turner from UNC's Development Finance Initiative made a presentation on what the organization does, what they have done in the past, and how their support will lead to the solicitation for a development partner, the drafting and signing of development agreements, the alignment and procurement of additional funding sources, and ultimately the construction of rental units on Town-owned land. DFI described how they will build off the Affordable Housing Needs Assessment Implementation Strategy to do a gap analysis of what we have and what we need, and provide data on an annual basis on the state of affordable housing inventory within the Town of Davidson.

There have been many engaging and great questions from the community and Town Board on how this service contract is different from the Affordable Housing Needs Assessment. The contract deliverables are different in several ways:

- 1.) DFI performs a community scan of all properties in the Town of Davidson for feasibility, not just Town-owned properties. This helps Town staff understand where future development should be supported as the Town implements its long-term affordable housing initiatives.
- 2.) DFI provides an assessment and data each year of the contract. The needs assessment utilizes data from 2019. This feeds into a Housing Gap Analysis that is current and helps inform you about affordable housing development projects going forward.

- 3.) DFI seeks out financing opportunities to make the project work.
- 4.) DFI supports selecting a Development Partner to begin the design-build phase.
- 5.) DFI helps craft the highly technical Development Agreement which will be required for any sites selected.
- 6.) DFI moves us from the pre-development phase to the development phase in affordable housing.

In addition, this scope does not preclude the Town from building on more than two sites, nor does it require the Town to build on at least two sites. The scope simply outlines what next steps DFI and the Town will take if at least one site is identified. If more than two sites require DFI expertise and additional funding mechanisms, a third or fourth site may be added to this scope in Phase II. Sites that are not identified as benefiting from additional financing and development expertise may come before the Town Board in a separate RFP process.

The Town Board is being asked to consider approval of the service contract at the October 22, 2024, meeting.

ACTION/PROPOSED MOTION

Motion to Authorize the Town Manager to Enter into a Service Contract Between the Development Finance Initiative and the Town of Davidson in the Amount of \$96,100 for Pre-Development Feasibility and Financial Incentive Services for the Development of Affordable Housing.

RELATED TOWN GOALS

Strategic Plan Alignment

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program. Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

Core Values

Davidson's historic mix of people in all income levels and ages is fundamental to our community, so town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

NEXT STEPS

If approved, the Town manager will execute the service contract and Town staff will begin working with DFI on Phase 1 of the scope.



Service Contract Between the Development Finance Initiative and the Town of Davidson for Pre-Development Feasibility and Financial Incentive Services

Alexander D. Cahill
Affordable Housing & Equity Director
October 22, 2024

www.townofdavidson.org

WHAT HAS CHANGED

What did we hear?

- We heard an interest in ensuring green financing is sought out and that green elements are included throughout the process
- There are questions around what the two sites means in terms of developing on other sites
- There are questions about how this is different than the Needs Assessment

How did we incorporate what we heard?

- The scope was amended to include green financing
- The agenda item is clarified to demonstrate that more than two sites may be selected
- The difference between this step in the development process and the needs assessment was added to the agenda item

Motion: To Authorize the Town Manager to Enter into a Service Contract Between the Development Finance Initiative and the Town of Davidson in the Amount of \$96,100 for Pre-Development Feasibility and Financial Incentive Services for the Development of Affordable Housing.



SERVICE AGREEMENT

This service agreement ("Agreement") is between Town of Davidson ("Client"), and SOG DFI, LLC ("DFI") (each a "Party" and collectively "Parties").

WHEREAS, as part of its mission, the School of Government at the University of North Carolina at Chapel Hill ("University") provides services to local governments. The Development Finance Initiative, as a program of the UNC School of Government ("SOG"), enables local governments and their partners to accomplish their community and economic development goals by providing specialized finance and development expertise in connection with the educational mission of SOG; and

WHEREAS, SOG DFI, LLC is an associated entity of the University pursuant to G.S. 116-30.20 that was created to facilitate the work of the Development Finance Initiative; and

WHEREAS, DFI is able to provide technical services relating to pre-development feasibility analysis and developer identification services for affordable housing ("Project") in the area described in Schedule C ("Project Area"); and

WHEREAS, Client desires for DFI to perform such services, and doing so is consistent with the University's research, teaching, and public service missions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration the receipt of which is hereby acknowledged, Client and DFI agree as follows:

1. **Scope of Services.** DFI will perform the services described in the statement of work, which is attached as Schedule A (the "Services"). DFI will provide Client with Deliverables as described in Schedule A (the "Deliverables").
2. **Term.** The term of this Agreement will commence on the date upon which the Agreement is fully executed by both Parties (the "Effective Date") and the Services outlined in this Agreement will start on the Effective Date or soon thereafter. This Agreement shall terminate on June 30, 2036
3. **Termination.** In the event either Party breaches any material terms of this Agreement, then upon sixty (60) days' written notice of such breach, the non-breaching Party may terminate if the breaching Party fails to cure such breach within the notice period. In the event of such termination by Client, DFI shall deliver to Client any unfinished or draft Deliverables prepared under this Agreement. In the event of such termination, Client agrees to pay DFI all reasonable costs and non-cancellable obligations incurred by DFI up to the date of termination, not to exceed the maximum amount specified in Section 4.
4. **Payment.** DFI's fee for the Services shall be paid in two parts. The first portion of the fee is \$96,100 (the "Client Payment"). The Client Payment shall be due and payable upon receipt of the DFI invoices in accordance with Schedule B.

The second portion of the fee (the "Development Services Fee") shall be contingent upon the execution of one or more agreements (each a "Development Services Agreement") between Client and one or more third parties (the "Developer" or "Developers") during the term of this

Agreement regarding the responsibilities of either the Client or the Developer(s) regarding any aspect of the development of the Project or any portion thereof. The Development Services Fee shall be equal to 1.0% (one percent) of the following amount: the total projected costs of development of the Project contemplated under each such Development Services Agreement. The total projected costs of the Project shall be determined based on the costs (for both horizontal and vertical development) projected by the Developer in the most recent versions(s) of pro forma and/or other financial projections (the "Developer Financials") prepared by the Developer and delivered to Client (or lenders or investors) prior to or contemporaneously with execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. Each Developer shall pay directly to DFI the Development Services Fee attributable to that Developer's Development Services Agreement(s).

In consideration of the Services provided to Client by DFI pursuant to this Agreement and the "at risk" nature of the Development Services Fee, the Client agrees to make execution of any Development Services Agreement executed with a Developer during the term of this Agreement and the payment of the Development Services Fee by that Developer to DFI a condition of any Development Services Agreement or conveyance or lease of the Property or any portion(s) thereof to such Developer, and each such Development Services Agreement shall provide that DFI is an intended third party beneficiary of the Development Services Agreement. Client agrees to insert into any request for proposals or other solicitations regarding development of the Project the following clause (or a substantially similar clause as mutually agreed upon by Client and DFI), and shall require Developer to comply with its terms:

"The performance by the Town or the conveyance or lease of any portion of the property described herein (the "Property") to the selected development entity and its successors and assigns (the "Developer") shall be conditioned upon the execution of an agreement (the "Development Services Agreement") between the Town and the Developer pertaining to the responsibilities of either the Town or the Developer, or both, regarding any aspect of the development of the Property or any portion thereof (the "Project"). As part of the Development Services Agreement, the Developer shall agree to pay a fee to the Town's consultant ("DFI") and its successors and assigns for pre-development services provided to the Town, and the Development Services Agreement shall provide that DFI is an intended third party beneficiary of the Development Services Agreement. The fee shall be an amount equal to 1.0% (one percent) of the total projected costs of development (including horizontal and vertical development) of the Project as calculated by the Developer in the most recent versions(s) of pro forma and other financial projections (the "Developer Financials") prepared by the Developer and delivered to Town or other parties prior to or contemporaneously with the execution of the Development Services Agreement (and in the event that projected costs are not available at time of execution, then Developer shall provide such costs as soon as possible thereafter), and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the

Development Services Fee. The total development cost shall not include costs related to development of structures that meet all of the following criteria immediately upon completion of the development: (i) the entire structure and the entire parcel of land on which the structure is located are owned in fee simple solely by the Town; (ii) any financing associated with the structure is an obligation of the Town alone; and (iii) the entire structure will be operated either (a) by the Town directly or (b) by a contractor on behalf of the Town pursuant to a contract executed by the Town. The Development Services Fee shall be due and payable in full to DFI no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Development Services Fee to DFI may be developed as mutually agreed in writing by Developer and DFI; by way of illustration only, such schedule of payments could include deferring payment of the fee until closing on construction financing for the Project. Developer's obligation to pay Development Services Fee shall not be assignable by Developer to any other entity, nor shall any assignment relieve Developer of its obligation to pay Development Services Fee, except upon written consent of DFI."

Further, the Parties hereby agree to evidence this Agreement and any amendments by promptly executing a memorandum of contract in the form attached hereto as Schedule D (the "Memorandum of Contract") and returning it to DFI for recordation on any parcels related to the Project in the Office of the Register of Deeds for the relevant county.

The budget for DFI's personnel, contractors, and other expenditures in order to complete the Services can be altered at DFI's discretion, according to University's policies. DFI is under no obligation to provide Client or any Developer with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Project as a condition of payment.

5. **Confidential Information.** Any information disclosed by Client to DFI pursuant to this Agreement that Client considers confidential or proprietary ("Confidential Information") shall be disclosed in writing and marked as confidential, or if disclosed orally, shall be confirmed in writing and designated confidential within five (5) days of such disclosure. DFI agrees to use the same degree of care it uses to protect its own confidential information to maintain for a period of three (3) years the Confidential Information. DFI's obligations hereunder do not apply to: (1) information in the public domain, (2) information independently known or obtained by DFI; or (3) information required to be disclosed pursuant to applicable law or judicial order, including the North Carolina Public Records Act.
6. **Ownership Rights.** The Deliverables and Confidential Information shall belong solely to Client; provided, however, DFI shall be free to use the Deliverables and results from the Services for its own educational, research, and publication purposes, consistent with the obligations set forth in Section 5 above.
7. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement of the Parties hereto with reference to the subject matter hereof, with all prior promises, undertakings,

representations, agreements, understandings and arrangements relative thereto having been herein merged into this Agreement.

8. **Warranties.** DFI in no way guarantees the Services performed and makes no warranties, express or implied, regarding the quality of the Services or Deliverables, although all reasonable efforts will be made. Each Party waives its rights to recover from the other Party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this Agreement.
9. **Independent Contractors.** The relationship of the Client and DFI established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Personnel of each Party shall not be considered an employee or agent of the other Party nor shall such personnel be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to the other Party's employees. Each Party shall be exclusively responsible for compensating its personnel and subcontractors and paying all taxes, withholding payments and any other fees or payments related to its personnel and subcontractors.
10. **Modification; Waivers.** No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.
11. **Force Majeure.** DFI shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond DFI's control, or by reason of any of the following: acts of God, acts or threats of terrorism, civil disorders, severely inclement weather, disease, accidents, failure of utilities, failure of any required governmental approval, or similar occurrences.
12. **Retention of Intellectual Property.** It is expressly agreed that neither DFI nor the Client transfers by operation of this Agreement or shall transfer by operation of this Agreement to the other Party any patent right, trademark right, or copyright right either Party now owns in the performance of this Agreement.
13. **Advertising.** Client shall not use the existence of this Agreement or the name, logo, images or trademarks of The University of North Carolina at Chapel Hill, or any of its constituent schools or departments, as a part of any marketing or commercial advertising without prior written approval of DFI.
14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

15. **Notices.** Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the Parties to be notified at such Party's address as follows:

If to Client:

James Justice
Town Manager
Town of Davidson
PO Box 579
Davidson, NC 28036
Phone: 704-940-9618
Email: jjustice@townofdavidson.org

If to DFI:

Lauren Partin
Senior Associate Dean for Administration
UNC School of Government
Knapp-Sanders Building, CB 3330
Chapel Hill, NC 27599-3330
Phone: 919-962-2757
Email: lgpartin@sog.unc.edu

16. **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina.
17. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
18. **Survivability.** Those terms that by their nature necessarily survive termination of this Agreement shall survive, including but not limited to those provisions dealing with confidentiality, intellectual property, and payment.
19. **Liaisons.** Alexander Cahill shall serve as liaison for the Client for issues concerning work under this Agreement. Marcia Perritt shall serve as liaison for DFI. Their contact information is as follows:

Alexander Cahill
Affordable Housing & Equity Director
Town of Davidson
PO Box 579
Davidson, NC 28036
Phone: 704-439-7746
Email: acahill@townofdavidson.org

Marcia Perritt
Director, DFI
UNC School of Government
Knapp-Sanders Bldg., Campus Box 3330
Chapel Hill, NC 27599-3330
Phone: 919-600-7874
Email: mperritt@sog.unc.edu

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties by their duly authorized officers have executed this Agreement on the dates set forth below, to be effective on the Effective Date.

SOG DFI, LLC

By: _____

Date: _____

Name: Kara Millonzi

Title: Chair, Board of Directors

Town of Davidson

By: _____

Date: _____

Name: James Justice

Title: Town Manager

TOWN OF DAVIDSON FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of _____, 2024.

By: _____

Schedule A
STATEMENT OF WORK

Scope of Services:

The following Scope of Services outlines the Phase 1 and Phase 2 pre-development activities that DFI would conduct to support the town leaders in evaluating and prioritizing sites for affordable housing development town-wide (the Town of Davidson being the “Project Area”):

Phase 1: Opportunity Site Identification

1. Conduct a community scan, which is an analysis of market-relevant demographic and socioeconomic data, as well as a review of current and historic plans, visioning documents, studies, research, development proposals, conceptual renderings, notes from public input sessions, and other materials relevant to affordable housing development within the Project Area;
2. Complete a housing gaps analysis to support and enhance the Town's unmet needs analysis and advise on the projected new demand for housing affordable to owner and renter households earning 80% of the Area Median Income and below. The analysis will leverage analyses previously completed by the Town. It includes a review of existing housing supply and identifies gaps in the market by housing type and income bracket. Housing types may include single-family rental, subsidized and unsubsidized affordable housing, multifamily rental, single-family ownership, etc., to serve low- and moderate-income as well as very low-income and extremely low-income individuals and households;
3. Establish affordable housing priorities for Project selection in collaboration with the Town and key internal stakeholders;
4. With an emphasis on properties owned by the Town and its partners, identify areas suitable for scattered site, infill, and/or Low-Income Housing Tax Credit (LIHTC) development as defined by the NC Housing Finance Agency's Qualified Allocation Plan (QAP). LIHTC is the largest affordable housing finance program in the country, incentivizing the acquisition, construction, and rehabilitation of private rental housing for low-to-moderate income households. Criteria for site suitability may include proximity to amenities such as a grocery store, pharmacy, and shopping as well as the absence of incompatible uses and negative features that could impede a site's eligibility for key funding sources;
5. For targeted areas identified through the site suitability analysis, collect and analyze relevant data for a parcel analysis to understand current conditions (sales trends, vacancy, land use, ownership, and underutilization) and changes over time;
6. Conduct a high-level site analysis for each potential Project identified, examining publicly available data regarding topography, hydrology, infrastructure, etc. to gain a general understanding of development opportunities and constraints;
7. Conduct a high-level financial analysis for each potential Project in order to make a general determination about the feasibility of affordable housing development on each site; and
8. Identify and prioritize key development opportunities based on the pre-development feasibility analysis and the Town's affordable housing priorities and make recommendations related to those sites.

Within six months of the conclusion of Phase 1, the Town may select, for Phase 2 analysis and solicitation services, **two sites** over which the Town has site control (each a “Project”). Prior to DFI commencing Phase 2, the Agreement between DFI and the Town shall be amended to identify the parcels comprising any Project by parcel identification number and shall be recorded on the relevant property.

Phase 2: Additional Site-Specific Pre-Development & Solicitation of Development Partner for Two Projects

9. Support staff in community engagement activities, as necessary, to solicit public input as it relates to the Projects;
10. Perform a site constraints analysis to determine what the sites can actually support given current conditions and other limitations and to test fit potential development programs for the Projects;
11. Conduct a financial feasibility analysis, preparing a financial model (i.e., development budget, operating cash flows, sources of capital, etc.) for the Projects to determine financial feasibility for a private partner and scale of public investment, if necessary;
12. Evaluate options for financing and structuring public participation in development or redevelopment, if necessary, including use of development finance tools for affordable housing and energy efficiency improvements (tax credits, district designations, etc.);
13. Propose a feasible private development program for each of the Projects and request the Town’s approval;
14. Provided that the Town approves the development program for one or more Projects as described above in Activity 13, prepare a solicitation for development partners for the approved development program(s) and assist the Town with developing criteria to inform the Town’s selection of eventual partner(s);
15. Actively market and discuss each solicitation with qualified development partners with the goal of receiving competitive proposals from qualified developers who are capable of accomplishing the Town’s approved development program(s);
16. Support Town officials in development partner selection process by carrying out due diligence of potential partners, preparing investment summaries, and evaluating solicitation responses using the Town’s criteria;
17. Support the Town in negotiating deal points with the development partner selected to execute each Project’s approved development program pursuant to the solicitation. Deal points include development parameters for public-private partnerships and milestones, which are typically memorialized first in a non-binding memorandum before being finalized in a development agreement; and
18. Support the Town through the point that the above-referenced development partner closes on financing for the Project, by regularly evaluating changes proposed by the development partner to pro forma financials and public participation options, in order to verify developer assumptions about revenues, development costs, operating expenses, and debt and equity structuring as market conditions evolve.

Services Exclusions: The scope of services described in this section of the Agreement will hereinafter be referred to as the “Services.” The Services expressly do not include activities described in Article 1 of the

North Carolina General Statutes Chapter 93A or Article 1 of Chapter 93E which require a licensed broker or licensed appraiser to perform. In addition, the Services do not include tasks or expenses associated with site planning expertise from architects or engineers or site preparation expenses that may include but are not limited to: land survey, soil samples, and environmental testing. The Services do not include legal services and no attorney-client relationship shall be established through the performance of the Services. The scope does not include a refresh or update (supplemental data collection and subsequent updated analysis) that could be required in the event that, for reasons beyond the control of DFI, (i) the development solicitation process is not commenced within one year of the Effective Date, or (ii) more than one solicitation for development partners must be created and/or marketed.

Deliverables: Deliverables include presentations, summaries, and other documentation intended by DFI to be delivered to the Client regarding the Scope of Services.

Schedule B
PAYMENT SCHEDULE

1. Client Payment Schedule. The Client Payment shall be due and payable upon receipt of the DFI invoices in accordance to the following schedule:

\$48,050 on November 15, 2024

\$48,050 on February 15, 2025

2. The Development Services Fee associated with each Development Services Agreement shall be paid by each Developer to DFI pursuant to Section 4 of the Agreement, "Payment."

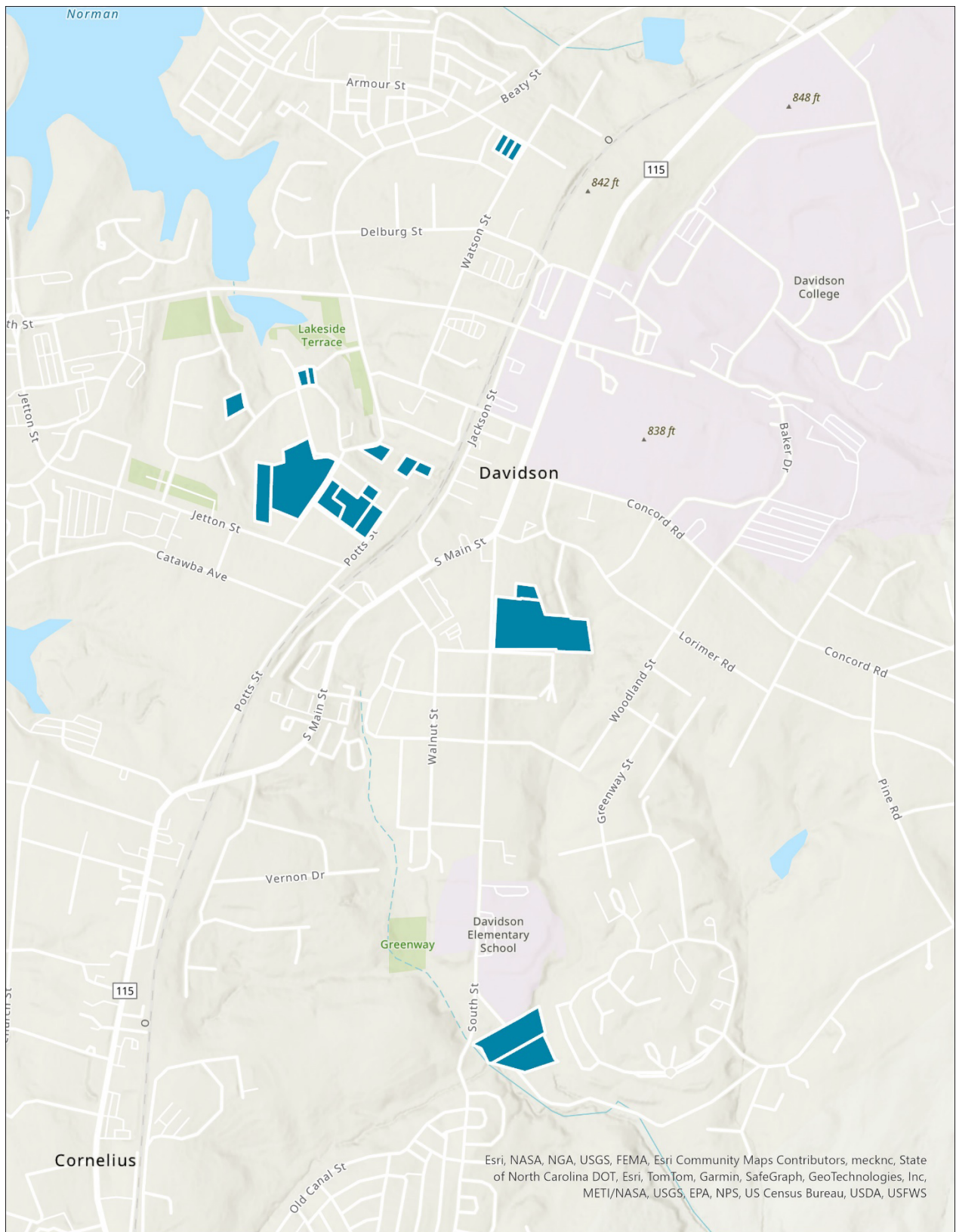
Schedule C
PROJECT AREA

The Project consists of all parcels within the area shown in the attached diagram and also including but not limited to any parcels identified below by number or other identification that:

- (i) are leased, owned, or placed under option by Client at any time during the term of this Agreement, and/or
- (ii) become the subject of a Development Services Agreement between Client and a third party during the term of this Agreement.

Parcel Record Numbers:

00323521
00323511
00323226
00327565
00327507
00327511
00071319
00701320
00704202A
00704202B
00704205
00325309
00325310
00325311
00325313
00325221
00325220
00325222
00325213
00323325
00323323



Schedule D
[form of Memorandum of Contract]

[there needs to be a 3" margin from the top for NC; 1" margin for SC]

This instrument prepared without benefit
of title examination by and return after recording to:
[insert name and address of lawyer]

STATE OF [_____]
COUNTY OF **[insert county where property is located]**

MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT (this “**Memorandum**”) is made and entered into this
____ day of [month], 202____, by and between **[Town/City/County]**
(hereinafter referred to as the “**Municipality**”) and **SOG DFI, LLC**, a North Carolina limited liability
company (hereinafter collectively referred to as “**DFI**”).

RECITALS

WHEREAS, Municipality and DFI have entered into that certain Service Agreement (hereinafter
referred to as the “**Agreement**”) dated _____, 202____, which sets forth the terms and
conditions related to the development of certain real property owned by the Municipality and more
particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (the
“**Property**”); and

WHEREAS, pursuant to the terms of the Agreement, the Municipality has agreed that it will
condition its (a) sale or lease of all or a portion of the Property and/or (b) execution of an agreement with
one or more third party developers of the Property upon the express requirement that such grantee, lessee
and/or developer make certain payments to DFI for predevelopment services DFI has or will provide as a
consultant to the Municipality, all as more particularly set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, the term of the Agreement expires on [insert 10 year end date]; and

WHEREAS, pursuant to the Agreement, the Municipality and DFI have executed this Memorandum.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Agreement, and Ten Dollars (\$10.00), the receipt and sufficiency whereof is hereby acknowledged by the Municipality and DFI, the parties hereto do hereby acknowledge and agree as follows:

1. The recitals set forth above are hereby incorporated as part and parcel of this Memorandum.
2. All rights, terms, provisions, conditions and limitations contained in the Agreement are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Contract to be executed the day and year first above written.

WITNESSES:[two witnesses are required only for Memorandums to be recorded in SC]

[type or print name of witness]

[type or print name of witness]

BY: _____

ITS: _____

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public of the State of [_____] ,
certify that _____, by _____, its duly authorized
_____, personally came before me this day and acknowledged that he/she signed the
foregoing instrument.

WITNESS my hand and notarial stamp or seal this ___ day of _____, 202__.

Notary Public
My Commission Expires: _____
(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Contract to be executed the day and year first above written.

[WITNESSES:

[type or print name of witness]

[type or print name of witness]

SOG DFI, LLC,
A North Carolina limited liability company

BY: _____
Kara Millonzi,
its Chair, Board of Directors

STATE OF NORTH CAROLINA)
COUNTY OF _[insert where signed]_____)

I, _____, a Notary Public of the State of North Carolina, certify that Kara Millonzi, in her capacity as the Chair of the Board of Directors of **SOG DFI, LLC**, personally came before me this day and acknowledged that she signed the foregoing instrument.

WITNESS my hand and notarial stamp or seal this ____ day of _____, 202__.

Notary Public
My Commission Expires: _____
(SEAL)

**ATTACH EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY**



AGENDA MEMO

To: Davidson Board of Commissioners

From: Alexander Cahill, Affordable Housing & Equity Director

Date: October 22, 2024

Re: Discuss Service Contract Between Rebuilding Together of Greater Charlotte and the Town of Davidson for Administration of the Essential Home Improvement Program

ITEM SUMMARY/OVERVIEW

The Affordable Housing & Equity department is seeking to enter into a partnership with Rebuilding Together of Greater Charlotte as a new vendor to handle program administration and services under the Essential Home Improvement Program. Rebuilding Together of Greater Charlotte's (RTGC) mission is repairing homes, revitalizing communities, and rebuilding lives. They mobilize community volunteers and contractors to provide repairs that make homes safer and healthier for their neighbors in need. They actively partner with local organizations to connect communities that they serve with additional resources to help them meet their needs and help them create healthier, more vibrant neighborhoods. Rebuilding Together will be able to focus on grassroots work in identifying homes eligible for the program, managing intake, building relationships, informing and collaborating with the homeowner, and managing the home improvement project.

The Town's existing Essential Home Improvement program (formerly known as critical home repair) funded 10 homes through American Rescue Plan Act (ARPA) dollars. Seven (7) of these homes have been completed, two (2) are almost completed, and one (1) home will begin work with Rebuilding Together this month. The Town Board initially approved \$50,000 in the FY2025 budget for the Essential Home Improvement program. As the average cost of a home improvement is \$48,026, additional funds for the program need to be identified if additional homes are to be supported through the end of this budget year. The Davidson Community Foundation (DCF) has agreed to support three additional essential home improvements as well, contributing up to \$10,000 per home. DCF will make payments directly to Rebuilding Together. The Affordable Housing and Equity Department has identified unassigned funds from the affordable housing fund balance that could be used to fund another three (3) additional homes through the end of June 30, 2025. The Town Board will be asked to consider approval of this service contract and a corresponding budget amendment at the November 26, 2024, board meeting on the consent agenda.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Davidson's historic mix of people in all income levels and ages is fundamental to our community, so town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

Core Values

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program. Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

NEXT STEPS

The Town Board will be asked to consider approval of this service contract and a corresponding budget amendment at the November 26, 2024, board meeting on the consent agenda. The Affordable Housing & Equity Department anticipates requesting enough funding each year thereafter to fund five (5) essential home improvements.



ENTERING INTO A SERVICE AGREEMENT WITH REBUILDING TOGETHER

Alexander D. Cahill
Affordable Housing & Equity Director
October 22, 2024

www.townofdavidson.org

HOW DID WE GET HERE

- **Ten (10)** homes will have been completed through the Essential Home Improvement Program by December of 2024 through the ARPA funding stream
- This contract would allow us to serve **three (3)** more homes between January and June of 2025
- This contract reduces the administrative costs associated with the program
- We listened to community experiences about finding a partner that is engaged in the community, performs quality work, and builds relationships with them
- The Davidson Community Foundation (DCF) will partner and contribute \$10,000 per home



Rebuilding Together®

Of Greater Charlotte

Organization Overview

BETH MORRISON / OCTOBER 22,
2024

Our Mission

**Repairing homes, revitalizing communities,
rebuilding lives.**

We mobilize community volunteers and contractors to provide repairs that make homes safer and healthier for our neighbors in need. We also actively partner with other local organizations to connect the communities we serve with additional resources to meet their needs and help them create healthier, more vibrant neighborhoods. Our vision is safe homes and communities for everyone.

Our Affiliate Network



Rebuilding Together is a network of more than 100 affiliates providing home repair services tailored to the needs of our

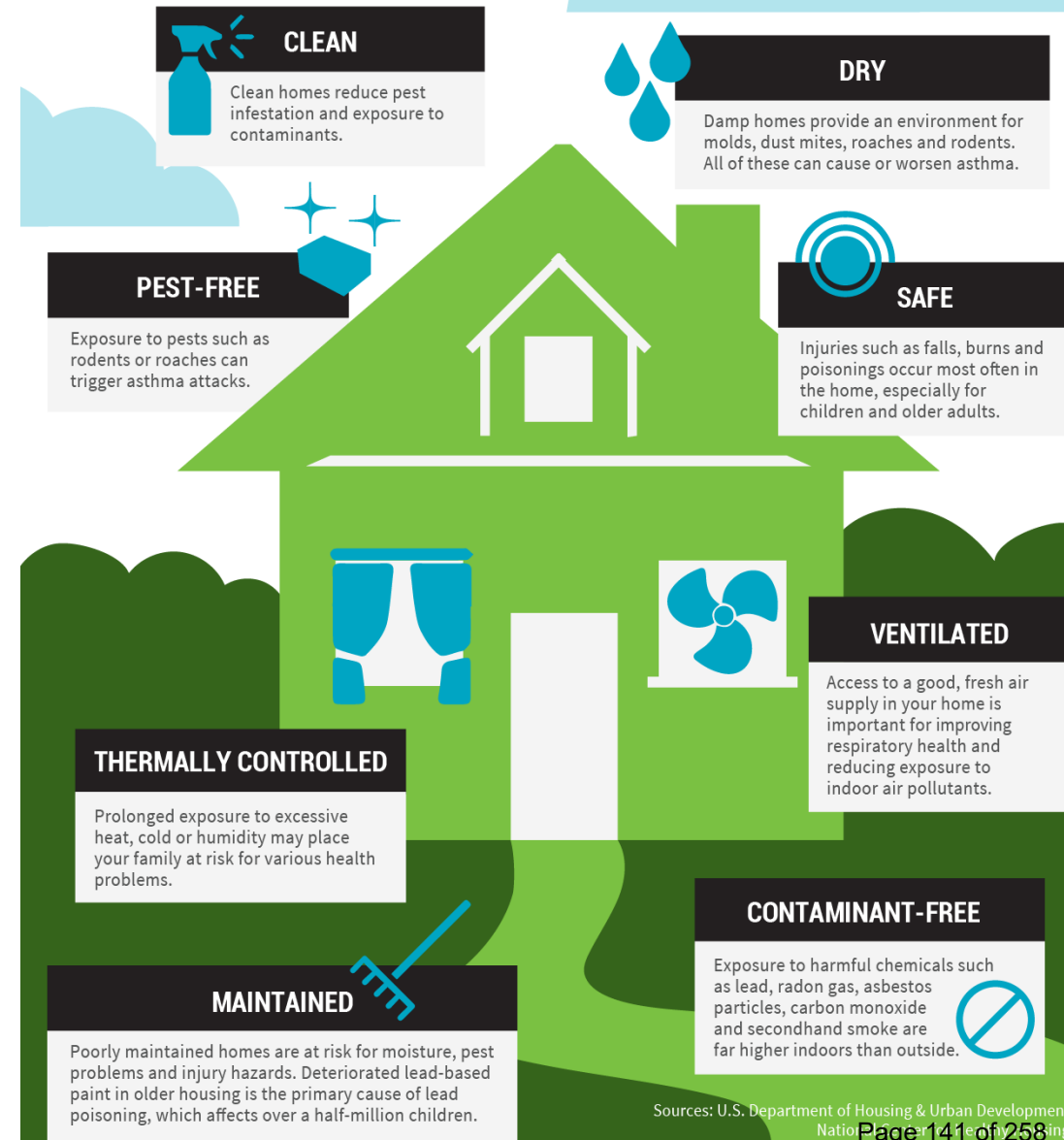
Our Story

- RTGC was established in 2010. In 2018, we hired our first full-time Executive Director and have since experienced significant growth.
- Our staff includes 12 full-time and 2 part-time team members.
- RTGC service area includes Mecklenburg, Union, Cabarrus, Iredell, and Gaston counties.

Safe and Healthy Housing

Safe and Healthy Housing is the foundation of Rebuilding Together's home repair work, targeting significant safety and health hazards based on the **Eight Principles of Healthy Homes**—keep it dry, clean, pest-free, safe, contaminant-free, well-ventilated, maintained and thermally controlled.

Our homes and our health are closely connected. Everyone deserves a safe and healthy home. A healthy home is:



Community Revitalization

- Our mission extends beyond repairing homes. As part of our Building a Healthy Neighborhood program, we want to support the neighborhoods we serve through community improvement and beautification projects.
- Examples of previous projects:
 - Revitalizing Tom Hunter Park in Hidden Valley in Charlotte
 - Painting a mural and improving public spaces at ClearWater Arts Center in Concord
 - Building picnic tables and landscaping at Ada Jenkins



General Eligibility Requirements

- You must own your home, live in it, and intend to remain in it for at least five years after receiving repairs from RTGC.
- The total gross combined income for all residents of your home must be less than 80% of the Area Median Income (some programs cut off at 50% AMI).
- You must be current on property taxes and mortgage payments or on a documented payment plan.
- You must have an active homeowner's insurance policy or must agree to obtain one as soon as repairs are completed.
- Other requirements may apply depending on the funding source utilized for the project.
- Higher prioritization given to households with disabled, elderly, or veteran members, families of five or more, children under six with lead hazards, incomes below 50% and 30% of AMI, or those in need of urgent repairs.

Construction Expertise

- RTGC is a licensed general contractor (license number L.101222).
- Repairs are delivered through a combination of RTGC skilled construction staff, supervised volunteers, and licensed and insured subcontractors.
- Our organization is a certified renovation firm for Lead-Safe work practices (certificate number RRP3697).
- Several of our construction staff hold additional certifications including Certified Aging In Place Specialists and Executive Certificate in Home Modifications.

The work of **Rebuilding Together** has been proven to improve...



Questions?



📍 9801 Southern Pine Blvd, Suite
E
Charlotte, NC 28273

Call: (980) 236-0979

Email:

info@rebuildingtogethernc.org



**TOWN OF DAVIDSON
CONTRACT FOR SERVICES
REBUILDING TOGETHER – ESSENTIAL HOME IMPROVEMENT PROGRAM**

This Contract ("Contract") is made and entered into to be effective **October 8, 2024** ("Effective Date") between Town of Davidson (the "**Town**") and **Rebuilding Together** (the "Vendor" or "Contractor"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Vendor; Description of Products and Services Provided.
 - A. Vendor agrees to provide the professional services (the "Services") as more particularly described on the Scope of Work attached hereto and incorporated herein by reference as **Exhibit 1 and Exhibit 2.**
 - B. The term of this Contract shall be from the Effective Date: **October 8, 2024**
 - C. This Contract does not grant the Vendor the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Vendor (or not at all) at the discretion of the Town.
 - D. The Vendor shall begin work immediately upon issuing a written notice. The Vendor agrees to perform the Services in a timely, complete, and professional manner and in accordance with this Contract's terms and conditions. Furthermore, the Vendor represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, shall be complete, accurate, and unambiguous.
2. Obligations of the Town. The Town hereby agrees to pay to the Vendor for the faithful performance of this Contract an amount not to exceed dollar amount (\$150,000). Subject to the terms as set forth in **Exhibit 1 and Exhibit 2.**
3. Town's Project Coordinator. **Alexander Cahill, Affordable Housing & Equity Director**, is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Vendor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Primary Client Contact for the Vendor. **Beth Morrison, Executive Director**, is designated as the Primary Contact for the Vendor. The Primary Contact is fully authorized to act on behalf of the Vendor in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Chief Finance Officer with a copy to the Town's Project Coordinator. The Town will not pay in advance without the prior approval of the Town's Finance Officer.
6. Town acknowledges that (1) Vendor shall have no discretionary authority or control respecting the management of any of the employee benefit plans; (2) Vendor shall exercise no authority or control with respect to management or disposition of the assets of Town's employee benefit plans; and (3) Vendor shall perform services pursuant to this Agreement in a non-fiduciary capacity. Town agrees to notify Vendor as soon as possible of any proposed amendments to the plans' legal documents to the extent that amendments would affect Vendor in the performance of its obligations under this Contract. Client agrees to submit (or cause its agents, consultants or vendors to submit all information in its (or their) control reasonably necessary for Vendor to perform the services covered by this Contract.
7. Standard Terms and Conditions: The Vendor agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.

8. Use of Federal Funds. If the source of funds for this Contract is federal funds, all applicable federal laws, regulations and provisions apply, specifically including (without limitation) the following federal provisions that apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
9. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Vendor have executed this Contract on the day and year first written above.

Rebuilding Together

Signature of Authorized Representative Date

the Vendor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Davidson

Signature of Authorized Representative Date

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

Signature of Authorized Finance Officer Date

Approved as to Form: _____
Town Attorney

Attachment A

Standard Terms and Conditions

1. **Defined Terms.** “Contract” means the agreement between the Town and Vendor which consists of the applicable Contract Documents. “Contract Documents” means: (i) any applicable purchase order between Vendor and the Town specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Vendor’s response thereto), and (iv) any other terms and conditions of a written agreement signed by Vendor and the Town that deals with the same subject matter. “Goods” means any supplies, materials, products or other tangible personal property provided by Vendor to the Town. “Purchase Order” mean any applicable purchase order issued by the Town. “Services” means services, specifically including without limitation construction services, design services, professional or consulting services and software as a service. The “Town” means the Town of Cornelius. “Vendor” means the party contracting with the Town and includes individual and entities that may be referred to in Contract Documents as “vendor”, “seller”, “service provider”, or “contractor”.
2. **Taxes.** Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for the Town’s records.
3. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
4. **Compliance with All Laws.** Vendor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Vendor to proceed may be terminated immediately by written notice if the Town determines that Vendor, its agent or another representative, has violated any provision of law.
5. **Nondiscrimination.** During the performance of the Contract, the Vendor shall not discriminate against or deny the Contract's benefits to anyone based on sexual orientation, national origin, race, ethnic background, color, gender, age or disability.
6. **Conflict of Interest.** The Vendor represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Vendor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
7. **No Gratuities to the Town.** The right of the Vendor to proceed may be terminated by written notice if the Town determines that the Vendor, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.
8. **No Kickbacks to the Vendor.** The Vendor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Vendor has grounds to believe that a violation of this clause may have occurred, the Vendor shall promptly report to the Town in writing the possible violation.
9. **E-Verification.** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
10. **Indemnification.** The Vendor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Vendor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Vendor's breach of the terms and conditions of the Contract. In the event the Vendor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the

performance of the Contract Documents, the Vendor agrees that it will indemnify and hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

11. Insurance. Unless such insurance requirements are waived or modified by the Town, the Vendor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Vendor shall maintain commercial general liability insurance that shall protect the Vendor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Vendor, the Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Vendor shall also provide professional liability insurance in an amount not less than \$1,000,000 for all claims, and any other insurance or bonding required by applicable law. Certificates of such insurance shall be furnished by the Vendor to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Vendor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
12. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to the Vendor. If the Contract is terminated by the Town in accordance with this paragraph, the Vendor will be paid for Services delivered or performed.
13. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Vendor. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Vendor shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
14. Contract Funding. It is understood and agreed between the Vendor and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Vendor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. the Town shall not be liable to the Vendor for damages of any kind (general, special, consequential or exemplary) because of such termination.
15. Improper Payments. The Vendor shall assume all risks attendant to any improper expenditure of funds under the Contract. The Vendor shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Vendor shall make such refunds within 30 days after the Town notifies the Vendor in writing that a payment has been determined to be improper.
16. Contract Transfer. The Vendor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
17. Contract Personnel. The Vendor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
18. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Vendor.

19. Relationship of Parties. The Vendor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Vendor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Vendor and the Town. Employees of the Vendor shall remain subject to the exclusive control and supervision of the Vendor, which is solely responsible for their compensation.
20. No Advertisement. The Contract will not be used in connection with any advertising by the Vendor without prior written approval by the Town.
21. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Vendor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Vendor specifically waives any claim for interest.
22. Background Checks. At the request of the Town's Project Coordinator, the Vendor (if an individual) or any individual employees of the Vendor shall submit to the Town criminal background check and drug testing procedures.
23. Confidential Information. Employee Personnel Information: If, during the Vendor's performance of the Contract, Vendor should obtain any information pertaining to employees of the Town's personnel records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) the Vendor agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the Town to the Vendor in connection herewith or procured, developed, produced, manufactured or fabricated by the Vendor in connection herewith or procured, developed, produced, manufactured or fabricated by the Vendor in connection with the Vendor's performance hereunder (collectively, "Information"). The Vendor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Vendor shall not, without the prior written consent of the Town, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of the Vendor hereunder. Any technical knowledge or information of the Vendor which the Vendor shall have disclosed or may hereafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.
24. Intellectual Property. The Vendor agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
25. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
26. No Third-Party Benefits. The Contract shall not be considered by the Vendor to create any benefits on behalf of any third party. The Vendor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
27. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.

28. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
29. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Vendor hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. The Vendor may not assign, pledge, or in any manner encumber the Vendor's rights under this Contract or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
30. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

EXHIBIT 1

SCOPE OF WORK AND COST SCHEDULE

Rebuilding Together shall provide Town with the following program administration and essential home improvement services as described below:

1. Application Inquiry: Upon availability of applications, potential applicants are invited to fill out an application online or request an in-person appointment with Rebuilding Together by calling Rebuilding Together's main number.
2. Application Review: Through a public document search, initial eligibility will be determined based on ownership verification, length of ownership, building value, property tax status, and age of structure. Applicants that meet the initial eligibility requirements will be asked to submit income and any other relevant documentation. Applicants that meet the initial property requirements are asked to submit income, and any other relevant documentation requested. Upon document submission, the application is reviewed to determine income eligibility.
3. Partnership Conversation: Rebuilding Together will meet with the Applicant to discuss the details and willingness to partner by reviewing expectations, community service requirements, and period of affordability requirements. Town staff will be invited to any initial pre-scope walkthrough.
4. Underwriting Pre-Approval: Once income and property qualifications are confirmed, the application is passed to the staff to verify property and income eligibility. Town Affordable Housing staff pre-approves the application for the Essential Home Improvement program.
5. Assessment and construction approval: Rebuilding Together will assess the property to determine what improvements are needed and the feasibility for inclusion in the Essential Home Improvement Program. All parts of the home must be made accessible for inspection, including the attic and crawlspace. Partner Families are encouraged to assist by providing information on problems that exist and need repair. A licensed electrician, plumbing, and HVAC contractor will be present to determine an in-depth scope of the needs for those trades. Rebuilding Together will review the assessment findings and leave a tentative list of repairs with the homeowner.
6. Preliminary Job Scope: Rebuilding Together will compile a list of improvements and an estimated budget for the work. Critical needs are ranked and prioritized, with the lowest ranking items being removed from the proposed scope if necessary (dependent upon funding available). This scope will be co-developed with Town staff. Town staff will make the decision on which portions of a scope need to be eliminated due to funding restraints.

Note: Lead/Asbestos Testing: All houses may be tested for asbestos. If the house was built before 1978, a lead-based paint inspection and risk assessment will be completed by a certified Lead Paint Inspector and Risk Assessor to determine if lead-based paint hazards are present. Based on the Assessment and Lead/Asbestos testing, the staff will approve the applicant for the Essential Home Improvement program.

7. Bid walks: Rebuilding Together will visit the home with potential subcontractors. Subcontractors for each trade are invited to attend the bid walk and submit a bid to perform the work. After the bid walk, contractors must return the bid within 5 days. Once the bids have been received, the lowest responsive and responsible bidder will be awarded the contract for the specific job.

8. Final Job Scope: Rebuilding Together will finalize the job scope and budget with updated costs once the bids have been awarded.

9. Site Supervisor Walk Through: Rebuilding Together will meet with the Partner Family at their home to review the finalized job scope and discuss the details of the improvements being made. The job scope will include a tentative schedule, including potential impacts on the Partner Family (how long the family can expect to be without a kitchen sink, bathroom, heat, electricity, water, etc, and if the homeowner will need to vacate to property for any period of time). The Partner Family will sign the finalized job scope, confirming that they understand the repair work that will be completed at their home.

10. Contract Meeting: Rebuilding Together will meet with the Partner Family to sign the contract for the improvement work. At this time, they will give the Partner Family contact information for the staff that will manage the repairs to their home. The Partner Family will also sign the following forms:

- Scope (Rebuilding Together Scope and the Overall Scope for the Home)
- Homeowners Agreement
- Media Release
- Deed Restriction

11. Construction: Rebuilding Together will obtain any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Code Enforcement Officers will inspect new work for compliance with the State Building Code. To complete quality repairs at the most affordable cost, repairs are completed by a team of staff, volunteers, community volunteers, and subcontractors under the direction of Rebuilding Together. The staff will closely monitor subcontractors during the construction period to make sure that the work is being done in a timely fashion according to the job scope. Rebuilding Together will also be on site performing non-trade repairs and potentially leading volunteer crews through appropriate tasks. The Partner Family is responsible for protecting their personal property by clearing personal items from areas where work will be performed.

12. Relocation: Dependent on the scope of work, Rebuilding Together and staff may recommend occupants to temporarily relocate during the home improvements. If this is the case,

Rebuilding Together will notify Town staff, who will work on a relocation assistance package.

13. Change Orders: No-cost change orders from the original scope will be documented and signed off on by Rebuilding Together and the homeowner. Change-orders that have financial implications and are in amounts greater than \$2,500, require Town staff administrative approval.

14. Final Walk-Through: Once all work has been completed, Rebuilding Together will schedule a walk-through and punch list walk with Town staff and the homeowner to ensure that all items on the approved scope of work have been completed.

COST-SHARE

Rebuilding Together will first bill DCF for the initial \$10,000 of work performed. The remaining balance will be sent to the Town, with the total invoice for services performed, and showing the subtraction of \$10,000 made to DCF. Rebuilding may bill the Town at the completion of each project, or after each 30-day calendar period.

\$3,500	Soft costs and overhead for Rebuilding Together
\$10,000	Davidson Community Foundation (DCF) contribution
Remainder	Town of Davidson (TOD)

EXHIBIT 2

ADDITIONAL ALLOWABLE WORK

The Town will consider the following additional work for qualified recipients of Essential Home Improvement Funds (as funds are available):

1. Landscaping (deadwooding/tree weight reduction, CPTED, etc.)
2. Interior Painting
3. Exterior Painting or Siding
4. Flooring
5. Pest Control
6. Minimum housing code violation improvements
7. Window replacement
8. Mobility and accessibility improvements (ADA ramp)
9. Sustainable and energy efficient improvements (EnergyStar appliances, tankless water heater, etc.)
10. Appliance repair, replacement, or purchase
11. Proactive maintenance (Maintenance assessment, HVAC servicing)
12. Security enhancements (Security assessment, door and window replacements, etc.)
13. Weatherization (Assessment and corresponding work)



AGENDA MEMO

To: Davidson Board of Commissioners
From: Kim Fleming, Economic Development Director
Date: October 22, 2024
Re: Downtown Small Area Plan Update

ITEM SUMMARY/OVERVIEW

The Downtown Small Area Plan was adopted by the Board of Commissioners on February 28, 2023. This is a targeted, solution-oriented plan, informed by public input, that draws inspiration from the Town's Vision, Mission, and Values and further refines the actionable ideas and policy initiatives from the 2024-25 Town of Davidson Strategic Plan and the 2020 Comprehensive Plan.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Economic Development - Attract diverse commercial development contributing to Davidson's unique economy and support new initiatives to create local jobs and add to the vibrancy of the community.

Sustainability and Natural Assets - Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

Historic Preservation - Preserve the historic character of our Town, including its people, places, & stories. Honor the history of our residents through their lived experiences.

Connecting People and Places - Expand, improve, and diversify the town's transportation network to provide residents and visitors with safe, convenient, accessible, reliable, and efficient multi-modal travel choices to connect people across the community.

Core Values

Davidson's traditional character is that of a small, historic college town, so land planning will reflect its historic patterns of village-centered growth including connection of neighborhoods,

preservation of our historic resources, conservation of rural area, and provision of public spaces.

Davidson's economic health is essential to its remaining a sustainable community, so town government will judiciously encourage and guide the location of new business opportunities.

NEXT STEPS

Continue to implement items based on funding and Town Board direction.



Downtown Small Area Plan Update

Kim Fleming
Economic Development Director
October 22, 2024

www.townofdavidson.org

Downtown Small Area Plan Category Identification

	LET'S SOLVE THESE PROBLEMS TOGETHER
	Downtown businesses create a lot of daily landfill waste. Thursday, May 12, 8:00 a.m. - 10:00 a.m. at the Downtown Gathering Space behind Summit Register here. Your solutions
	Parking is a constant source of angst for the community. Tuesday, May 17, 12:00 p.m. - 2:00 p.m. at The Hurt Hub Register here. Your solutions
	People rarely walk from North Main Street to South Main Street. Monday, May 23, 12:00 p.m. - 2:00 p.m. at The Hurt Hub Register here. Your solutions
	Parking spots are being used for things other than parking. Wednesday, June 8, 12:00 p.m. to 2:00 p.m. at The Hurt Hub Your solutions
	Mobility, Mobility, Mobility Thursday, June 9, 12:00 p.m. to 2:00 p.m. at The Hurt Hub Your solutions
	People only use a few of the gathering spaces downtown Design Your Space Contest - more details coming soon!
	Some individuals in West Davidson feel disconnected and unwelcome downtown. Meeting time and location TBD.
	The downtown area generates a lot of landfill waste, especially during events and on weekends. Concerts on the Green, Davidson Farmers Market, exact dates TBD
	Davidson receives a lot of requests for downtown space, but it has limited land for additional development. Meeting time and location TBD.

Resources

Select Language ▼

Downtown Small Area Plan Implementation Items

Downtown Small Area Plan Implementation Guide

Category	Item	Responsibility	Time Frame		
			S	M	L
Downtown Business Solid Waste Information	Educate businesses on what can and can't go in dumpster	K. Fleming	x		
	Push the green button campaign	K. Fleming	x		
	Develop written instructions for businesses to distribute to employees	K. Fleming/K. Kovach	x		
	Instructions in Spanish	K. Kovach	x		
	Hold training sessions at trash compactor during shift change	K. Fleming	x		
Infrastructure	Provide instructions to businesses on what can and can't be recycled	K. Kovach	x		
	Provide and share resources for suppliers that offer recycled and recyclable materials	C. Minor		x	
	Investigate collection sites for other recycables	K. Kovach	x		
	Develop a community composting site for restaurants to use	C. Minor	x		
	Consolidate grease collection receptacles into one, TOD gets paid	J. Bouk		x	
	Regularly pressure wash area	J. Bell	x		
	Set up camera system to monitor problem areas	J. Bell	x		

Downtown Small Area Plan Highlights

- Social District Update
- Park Davidson Update
- Wayfinding Update
- Downtown Beautification

Davidson Social Districts

- 16 ABC permittees



- 28 non-ABC permittees



- Primarily during special events
- No Police calls for service

Davidson Social Districts

Hop & Vine Example



Park Davidson

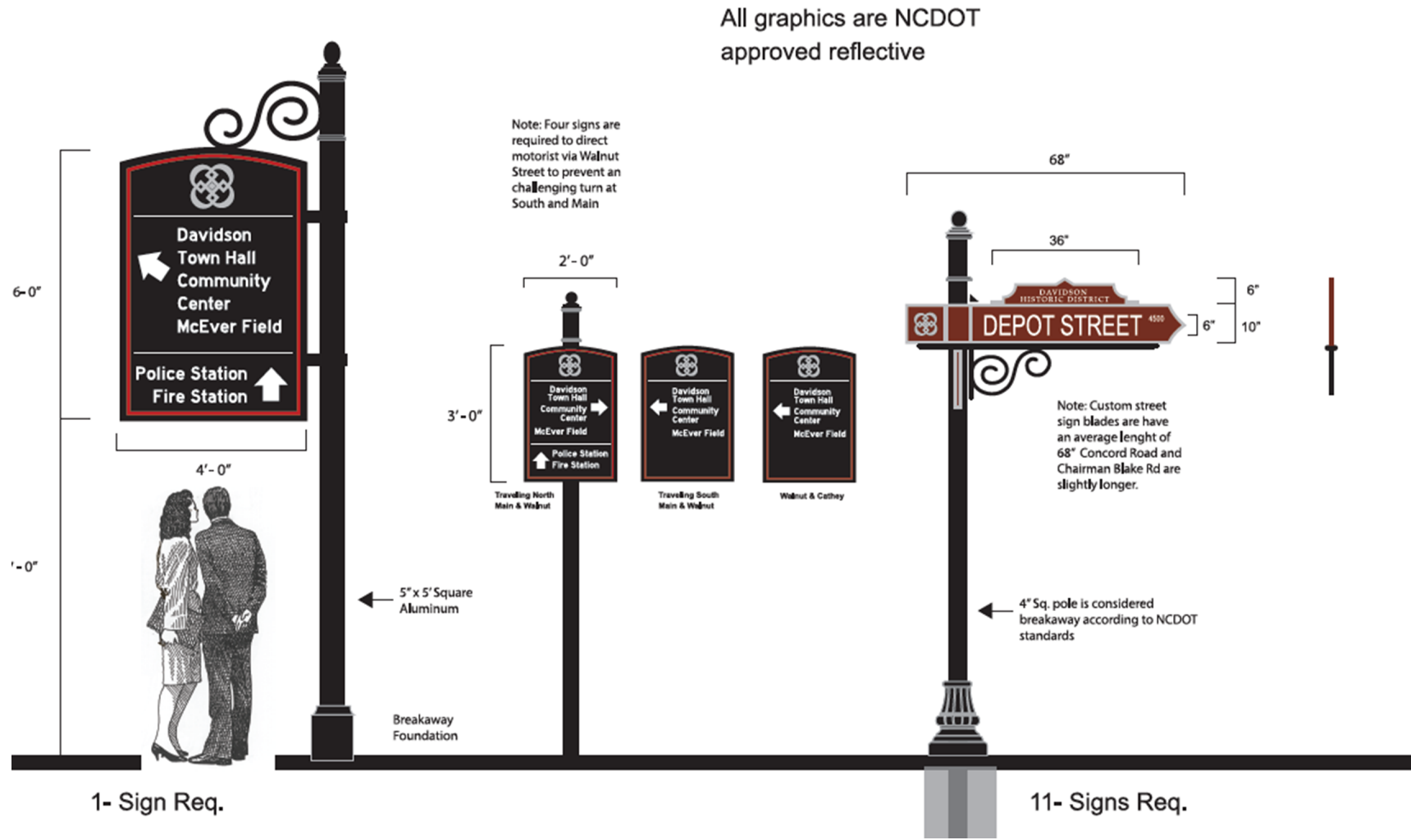
- Implemented March 4, 2024
- 2,160 iOS downloads
- 51 Android downloads
- Data collection



Park Davidson Occupancy Data



Wayfinding Signage & Historic District Signage



Downtown Beautification

- Trash/Recycling
- Clean up common areas
- Flowerpots
- Downtown Streetscape Plan



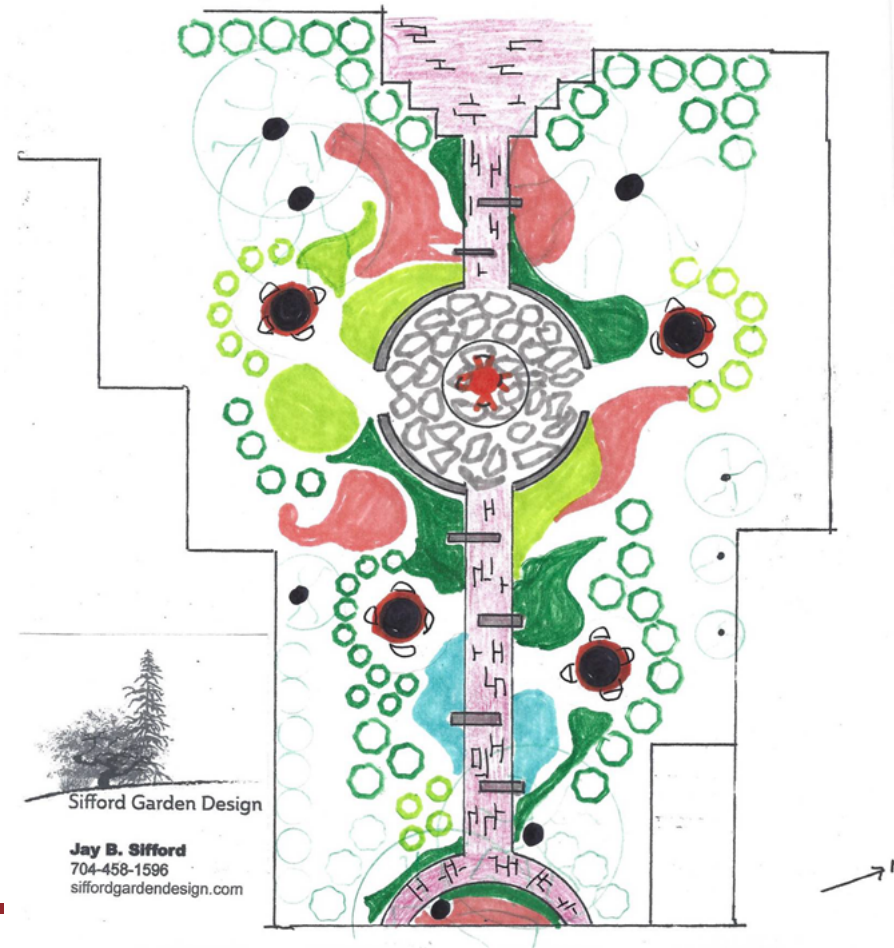
Downtown Beautification



Downtown Beautification

Veterans Memorial Garden, Davidson Concept Drawing

- Not to scale -



NEXT STEPS:

Continue to implement items from the Downtown Small Area Plan.

DISCUSSION





AGENDA MEMO

To: Davidson Board of Commissioners

From: Lindsay Laird, Senior Planner

Date: October 22, 2024

Re: Consider Adoption of Ordinance 2024-10 Historic Landmark Designation of John Eli Brattain House 305 South Main Street

ITEM SUMMARY/OVERVIEW

Perched for more than 140 years at the corner of South Main and Walnut Streets, the John Eli Brattain House remains, according to town historian Mary D. Beaty, “one of the loveliest and best preserved Victorian houses in this entire region.” The circa 1883 Folk Victorian house – identified as a contributing structure within the Davidson Historic District listed on the National Register of Historic Places – is unique in Davidson due to its extensive Carpenter Gothic and Italianate influences, evidenced in such exuberant embellishments as its icicle-like bargeboard, three-dimensional pendills, decorative brackets, porches with turned spindles and ornate spandrels, and intricately incised window top and dormer designs. The house is the handiwork of its original resident: notable carpenter, woodworker, mechanic, entrepreneur, and civic leader John Eli Brattain. The architectural significance, high level of workmanship throughout, and remarkable integrity of the well-preserved Brattain House render it an excellent candidate for historic landmark designation. The Brattain House is recommended for both interior and exterior landmark designation.

ACTION/PROPOSED MOTION

Motion to adopt Ordinance 2024-10 designating as a historic landmark the property known as the “John Eli Brattain House,” including the interior and exterior of the building, and the approximately 0.322 acre of land listed under Tax Parcel Number 00701884.

RELATED TOWN GOALS

Strategic Plan Alignment

Historic Preservation – Preserve our historic properties that contribute to our vibrant and unique community and honor the history of the lived experiences of our residents.

Operational Excellence – Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, reasonable stewardship of town resources and a professional and committed workforce.

Core Values

Open communication is essential to an engaged citizenry, so town government will seek and provide accurate, timely information and promote public discussion of important issues.

Davidson's traditional character is that of a small, historic college town, so land planning will reflect its historic patterns of village-centered growth including connection of neighborhoods, preservation of our historic resources, conservation of rural area, and provision of public spaces.

Davidson exists in proximity to and is interdependent with other jurisdictions, so we strive for local, regional, state and federal cooperation.

NEXT STEPS

The Board of Commissioner will be asked to consider adoption of Ordinance 2024-10.

Charlotte-Mecklenburg

Historic Landmarks Commission



John Eli Brattain House

305 South Main Street
Davidson, North Carolina 28036

Charlotte-Mecklenburg Historic Landmarks Commission
Local Landmark Designation Report
Prepared by Tommy Warlick

May 2024, Revised September 2024

ADDRESS OF PROPERTY

305 South Main Street
Davidson, North Carolina 28036

PARCEL ID NUMBER

00701884

DEED BOOK & PAGE

Book 38385, Page 30

ZONING

VI

AMOUNT OF LAND/ACREAGE TO BE DESIGNATED

Approximately 0.322 acre.

AD VALOREM TAX APPRAISAL

The Commission is aware that designation would allow the owner to apply for an automatic deferral of up to 50% of the Ad Valorem taxes depending upon the portion(s) of the property designated as the “historic landmark.” As of May 2024, the total appraised value of the parcel is \$663,400.

RECOMMENDATION FOR DESIGNATION

The Commission recommends the interior and exterior of the Brattain House and the tax parcel associated with the house for historic designation.

NAME/ADDRESS OF CURRENT PROPERTY OWNER

305 Main Holdings LLC
305 South Main Street
Davidson, North Carolina 28036

DESIGNATION REPORT CONTENTS

This report includes maps and representative photographs of the property, a brief historical sketch and architectural description of the property, an explanatory narrative as to the property’s chain of title, a list of the parameters of the interior designation, and documentation as to why and how the property meets the criteria for designation set forth in N.C.G.S. § 160D-945.

I. Abstract

Statement of Significance

Despite the many handsome residences and stately structures that comprise Davidson's well-preserved historic district, it is difficult to imagine the passerby who is not immediately smitten with the John Eli Brattain House. Perched for more than 140 years at the corner of South Main and Walnut Streets along the primary corridor into Davidson's downtown, the whimsically adorned Folk Victorian Brattain House remains, according to town historian Mary D. Beaty, "one of the loveliest and best preserved Victorian houses in this entire region," thanks in part to an exterior festooned with lavish icicle-like bargeboard and three-dimensional pendills, decorative brackets, and porches with turned spindles and ornate spandrels. The town's built environment includes other examples of Folk Victorian architecture, but none combine so strikingly the exuberant embellishments characteristic of the late 1800s Carpenter Gothic and Italianate styles as this fanciful Folk Victorian cottage. The uniqueness of its appearance and its longevity of its presence on that well-traveled roadway invests the Brattain House with a familiarity that has made the structure a recognizable and cherished landmark of the local community for generations. The house is the handiwork of its original resident: noted carpenter, woodworker, mechanic, entrepreneur, and civic leader John Eli Brattain. Both the architectural significance and remarkable integrity of the well-preserved Brattain House render the structure an excellent candidate for historic landmark designation.

Integrity Assessment and Statement

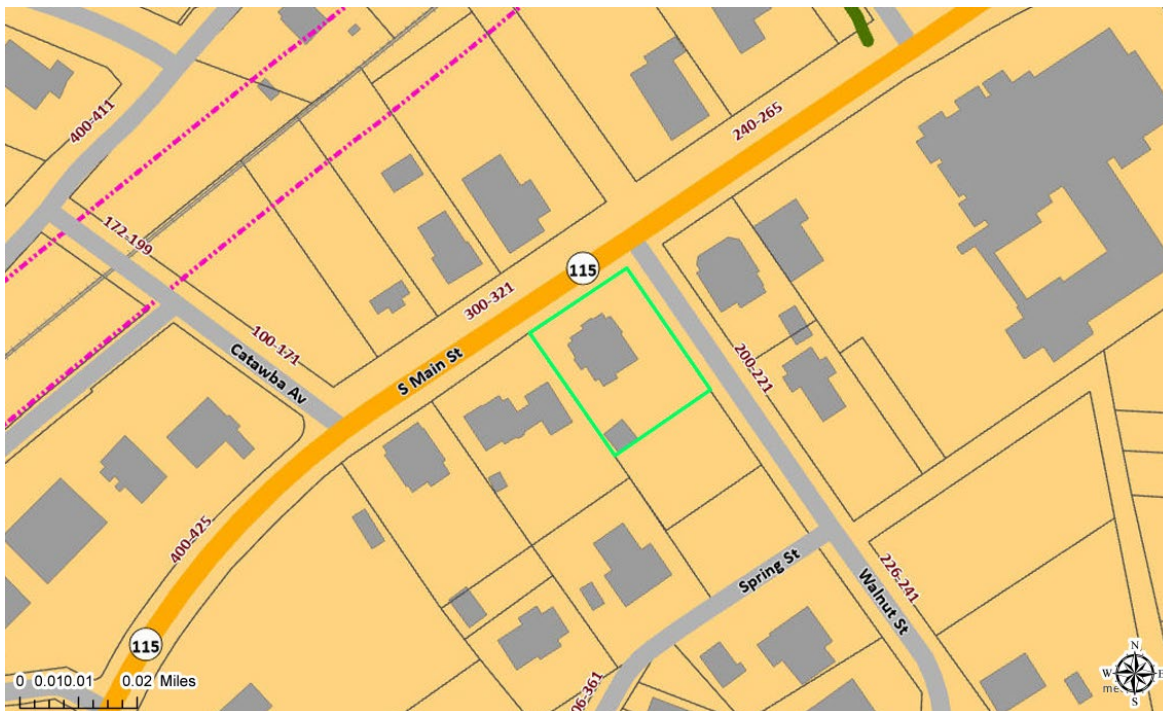
- **Location – HIGH:** The John Eli Brattain House is located at 305 South Main Street in Davidson, North Carolina, its original circa 1883 site of construction. It is prominently situated at the corner of South Main and Walnut Streets along the town's downtown corridor.
- **Design – MODERATE/HIGH:** The Brattain House was designed and constructed by its original occupant, John Eli Brattain, a noted carpenter and woodworker in the Davidson community in the late nineteenth century. Minimal exterior alterations made over fifty years ago – namely, the circa 1960s enclosure of an existing back porch to create a laundry room and the infilled brick pier foundation (completed at least as early as the 1940s) – have since acquired their own architectural significance and historic association with the house and its residents. However, none materially affected such original design elements of the house as its form, space, structure, massing, proportion, scale, color scheme, and elaborate ornamentation. Despite interior alterations made during the latter half of the twentieth century to suit the needs of its residents, the house retains numerous interior elements original to the house's construction. Most significantly, the Brattain House remains remarkably true to its original Folk Victorian architecture style, including its distinctive late nineteenth century Carpenter Gothic and Italianate influences.
- **Setting – HIGH:** The circa 1883 John Eli Brattain House is a contributing structure to the Davidson Historic District, listed on the National Register of Historic Places since 2008.

The house stands among several other historically significant late-nineteenth to early-twentieth century residences and structures including within its immediate vicinity the original Davidson Methodist Church (circa 1908), the Archie Brown House (circa 1905; constructed by John Brattain's son William), the Knox-Sloan-Cathey House (circa 1870), and the Reverend Campbell House (circa 1885). Distinguished by its uniquely exuberant ornamentation and its corner lot on South Main and Walnut Streets, the house has been a prominent focal point of Davidson's downtown corridor for more than 140 years.

- **Materials – MODERATE/HIGH:** Despite some interior alterations during the latter half of the twentieth century to suit the needs of its residents, the exterior and interior of the Brattain House maintain high levels of integrity of materials due to the breadth of extant original high-quality materials, including without limitation molded siding, German (or drop) siding, bargeboard ornamentation, wooden floors, plaster walls, crown and baseboard moldings, crystal and brass doorknobs and other door hardware, double-hung windows, window and door surrounds, and two to six paneled solid wood interior doors.
- **Workmanship – HIGH:** John Eli Brattain was a highly regarded carpenter and woodworker in the Davidson community in the late nineteenth century. His skills and high level of workmanship are readily evidenced throughout the Brattain House thanks to such extant elements as the twin entry porches with detailed chamfered posts, turned spindles and ornate spandrels, the jigsaw cut trim work, the decorative cornice-line brackets, the bargeboard icicle cutouts, the curvilinear incised designs in the tympanum of each dormer's pediment, the interior acorn-shaped pendills, and the late Victorian stairway with turned balustrade and heavily turned newel.
- **Feeling – HIGH:** The Brattain House – with its prominent downtown corridor location set among Davidson's other late-nineteenth to early-twentieth century residences and structures and its distinctive decorative elements, the use of high quality materials, and notable skilled workmanship – evokes a feeling of historic significance in terms of Davidson's postbellum development and prominence as a north Mecklenburg County community, the accompanying evolution of its residents' architectural sensibilities and entrepreneurial spirit, and the role of John Eli Brattain as both a carpenter who paid great attention to the detail of the buildings he constructed and an influential member of the local community. The Brattain House maintains a high level of integrity of feeling as an important and recognizable century-old Davidson landmark.
- **Association – HIGH:** The Brattain House maintains a high level of integrity as to its associative history. The house remains primarily associated with its builder and original occupant John Eli Brattain and his family, who lived in the home for nearly sixty years. However, the house is also associated with subsequent residents Connie Emma Williamson Gamble, a 40-year-old widow who singlehandedly raised six children aged 4 to 13 years old while also managing the family farm, and Robert and Isabel Hoyle who, as partners in the Cathey-Hoyle Company with Robert's sister Ruth Cathey and her husband William, mirrored the entrepreneurial spirit of the house's first resident by operating the company's adjacent funeral home, ambulance service, and insurance agency for thirty years.

II. Maps and Chain of Title

Mecklenburg County Tax Maps



Source: Mecklenburg County Land Use and Environmental Services Agency, Polaris 3G database.

Chain of Title

Transaction Date	Grantor	Grantee	Book	Page
9/21/2023	Estate of Isabel S. Hoyle	305 Main Holdings, LLC Identified as Lot No. 8, approx. $\frac{3}{4}$ acre	38385	30
5/27/1963	William A. & Ruth H. Cathey & Robert T. & Isabel S. Hoyle, all d/b/a Cathey-Hoyle Co.	Robert T. & Isabel S. Hoyle Identified as Lot No. 8, approx. $\frac{3}{4}$ acre	2436	389
8/29/1958	Anne Williamson	Isabel S. Hoyle (for PIN 00701815)	2011	415
4/20/1956	Connie W., Laura Mae, Mary Emma, Wallace M., & Wayne W. Gamble, Joseph G. & wife Sara C. Gamble, & Hilda L. Gamble Grosse & husband William M. Grosse Jr.	William A. & Ruth H. Cathey & Robert T. Hoyle, all d/b/a Cathey- Hoyle Co. (purchase price \$7,400 for PIN 00701884)	1858	283
2/26/1946	Otto H. & Elsie C. Eargle	Anne Williamson (for PIN 00701815)	1178	132
5/27/1944	Otto H. & Elsie C. Eargle	Connie W., Laura Mae, Joseph G., Mary Emma, Wallace M., Wayne W., & Hilda L. Gamble (purchase price \$4,000 for PIN 00701884)	1125	49
11/2/1943	John James, commissioner	Otto H. Eargle (purchase price \$2,700)	1107	191
9/15/1927	L.C. & Elizabeth Brattain	Janie Manara Brattain Henry, Minnie R. Brattain, & John North Brattain A $\frac{1}{10}$ interest in Lot No. 8	685	141
7/26/1880	S.C. & wife Mary Jane Scofield	J.E. Bratain [sic] Identified as Lot No. 8, approx. $\frac{3}{4}$ acre (purchase price \$95)	25	170
5/20/1878	S.J. Johnston & W.P. Williams	S.C. Scofield Identified as Lot Nos. 7 & 8, approx. $1\frac{1}{2}$ acres (purchase price \$175)	19	169

Chain of Title Explanatory Narrative

The following narrative is offered in an attempt to clarify the convoluted nature of the chain of title for the subject property.

According to the 1880 deed received by John Eli Brattain (erroneously spelled Bratain on the deed), the $\frac{3}{4}$ acre Lot No. 8 purchased from S.C. and Mary Jane Scofield had 105 feet of frontage

on South Main Street and measured 300 feet deep. *Mecklenburg County Deeds Book 25, Page 170 (1880)*.

Brattain died in 1911, predeceasing his wife Mary Polly Honeycutt Brattain by approximately fifteen years and leaving her the house and property in his will. “*North Carolina, U.S., Wills and Probate Records, 1665-1998 for John E. Bratton*,” *Ancestry.com*, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/9061/images/007641087_01142?pId=1524427. It appears that after Polly’s 1926 death, Lot No. 8 was subdivided among the couple’s ten surviving children, as evidenced by one of John and Polly’s surviving children and his wife (Lewis Cleveland and Elizabeth Brattain) selling “their one-tenth undivided interest” in Lot No. 8 to three of the other Brattain children (Janie Manara Brattain Henry, Minnie Rosetta Brattain, and John North Brattain) in 1927 for \$450. *Mecklenburg County Deeds Book 685, Page 141 (1927)*. The Mecklenburg County Register of Deeds has no further record of subsequent transfers of interests in Lot No. 8 by or between the Brattain children.

Pursuant to a judgment entered in an early 1940s lawsuit captioned “W. A. Bratton et al. v. Elizabeth Nichols Bratton et al.,” pitting one or more of the Brattain siblings against the then-widowed Elizabeth Brattain on as-yet undiscovered legal claims, local commissioner John James was authorized to sell all interests in Lot No. 8 at a 1943 judicially ordered private sale. Otto H. Eargle purchased the property – still measuring 105 feet by 300 feet and “containing about $\frac{3}{4}$ of an acre” as surveyed in the original 1880 Scofield/Brattain deed – for \$2,700. *Mecklenburg County Deeds Book 1107, Page 191 (1943)*. On the same day of that purchase, Eargle and his wife Elsie borrowed \$2,500 from the Bank of Davidson. The note and deed of trust granted to the bank to secure that loan introduced further confusion into the chain of title. The document identified the mortgaged property as the same Lot No. 8 purchased at the judicial sale “except the rear 150 feet thereof.” That express exclusion is reflected in the metes and bounds description, giving the measurements of the mortgaged property as 105 feet by 150 feet, rather than the full 300 foot depth of the property that Eargle purchased in the judicial sale. However, the metes and bounds description did not make a corresponding reduction in the estimated acreage of the mortgaged parcel, maintaining the full “about $\frac{3}{4}$ of an acre” measurement of Lot No. 8 rather than reducing it to the approximate 0.36 acre that 15,750 square feet (105 ft. x 150 ft.) would yield. *Mecklenburg County Deeds Book 1098, Page 239 (1943)*.

The front portion of Lot No. 8 mortgaged by the Eargles included the Brattain House and maintained the property’s original 105 feet of South Main Street frontage. It is currently identified by Parcel ID Number 00701884. The rear portion of Lot No. 8 expressly retained by the Eargles also measured 105 feet by 150 feet, and until recently was identified by Parcel ID Number 00701815. That effective subdivision created two sublots, each containing approximately 0.36 acre.

In 1944, the Eargles sold the encumbered front subplot, including the Brattain House (Parcel ID Number 00701884), to Connie W. Gamble and her six children for \$4,000. Like the mortgage document, the 1944 deed gave the measurements of the transferred front subplot as 105 feet by 150 feet and repeated the same erroneous “about $\frac{3}{4}$ of an acre” measurement for that smaller subplot. The deed then compounded the error by describing the transferred front subplot as the same lot that Eargle purchased at the 1943 judicial sale “except 155 feet thereof,” thereby increasing the size of the rear subplot by five feet. *Mecklenburg County Deeds Book 1125, Page 49 (1944)*. The Bank of Davidson relinquished the deed of trust on that front lot in February 1946 upon repayment of the

Eargles' loan. *Mecklenburg County Deeds Book 1098, Page 239 (1943) (loan satisfaction notation recorded February 19, 1946).*

Also in February 1946, following their move to Forsyth County, the Eargles sold the rear subplot (Parcel ID Number 00701815) to Anne Williamson, a sister of Connie W. Gamble who lived with Connie in the Brattain House at the time. That 1946 deed to Williamson contained no estimate of the rear subplot's acreage but gave its measurements as 105 feet by 135 feet. The deed then compounded that erroneous measurement by describing Williamson's purchased property as the same lot that Eargle purchased at the 1943 judicial sale less "a tract fronting 105' on Main Street and running back to a depth of 135' which was sold by the grantors herein [Otto and Elsie Eargle] to Connie N. [sic] Gamble and others in 1944." The combination of that reference to the property Eargle purchased at the 1943 judicial sale with the erroneous depth measurement of the front subplot sold to the Gambles (listed in the 1944 Gamble deed as 150 feet) effectively granted Williamson an additional fifteen feet that the Eargles had sold to the Gambles two years prior. *Mecklenburg County Deeds Book 1178, Page 132 (1946) (emphasis added)*; *U.S. Census Bureau, 1950 United States Federal Census, Form P1 – 1950 Census Population and Housing, Town of Davidson, Mecklenburg County, North Carolina, E.D. number 60-42, sheet number 4, April 18, 1950, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/149269402:62308?tid=&pid=&queryId=12c7e8ea-9e5f-4992-9ded-1df47e61e0e5&phsrc=JpO282&phstart=successSource>* ("1950 U.S. Census, Deweese Population Schedule").

The Gamble family sold the front subplot (including the Brattain House) to the Davidson-based Cathey-Hoyle Company in April 1956 for \$7,400. The deed identified the three principals of that company as William A. Cathey, Ruth H. Cathey, and Robert T. Hoyle, and repeated the measurement and acreage errors from the deed that the Gambles received from the Eargles. *Mecklenburg County Deeds Book 1858, Page 283 (1956)*. In August 1958, Hoyle's wife Isabel S. Hoyle purchased the rear subplot from Williamson in a deed that included the same measurement and acreage errors stated in the deed Williamson received from the Eargles. That deed also erroneously identified the bounding side street of the sold property as Elm Street, rather than Walnut Street. *Mecklenburg County Deeds Book 2011, Page 415 (1958)*. In May 1963, Robert and Isabel Hoyle purchased the front subplot from the Cathey-Hoyle Company (which, by that time, included Isabel as one of the principals of the company) in a deed that continued the measurement and acreage errors from the 1944 Eargle/Gamble deed. *Mecklenburg County Deeds Book 2436, Page 389 (1963)*. By deed of 1964, the Hoyles became joint and several owners of the rear subplot, thereby effectively consolidating ownership of what was once the entire $\frac{3}{4}$ acre Lot No. 8 that John Eli Brattain originally purchased from S.C. and Mary Jane Scofield in 1880. *Mecklenburg County Deeds Book 2543, Page 238 (1964)*.

Isabel Hoyle survived Robert and following her death, the present owner (305 Main Holdings, LLC) acquired both the front and rear sublots from her estate. *Mecklenburg County Deeds Book 38385, Page 30 (2023) (front subplot)*; *Mecklenburg County Deeds Book 38404, Page 754 (2023) (1964) (rear subplot)*. The 2023 deed for the rear subplot also corrected the "Elm Street" error from the 1958 Williamson/Hoyle deed. On June 25, 2024, the present owner filed a revised plat of the two sublots, showing a slightly reduced front subplot. That front subplot, measuring approximately 0.322 acre and still bearing the Parcel ID Number 00701884, is the sole parcel of land recommended herein for landmark designation.

In mid-2024, the rear subplot was subdivided into two parcels (Parcel ID Numbers 00701888 and 00701889) – each measuring approximately 0.196 acre – and assigned separate street addresses (216 and 222 Walnut Street, respectively). Those two parcels were transferred to Waterside Development HH LLC effective August 14, 2024. *Mecklenburg County Map Book 74, Page 49 (2023)*; *Mecklenburg County Deeds Book 39007, Page 127 (2024)*.

III. Historical Sketch

The nineteenth century founding and development of the Town of Davidson may be attributed primarily to the 1835 establishment and subsequent growth of Davidson College as an institution of higher learning predicated upon the values of the school’s Presbyterian founders. Prior to 1874, the town remained a small and somewhat isolated college community that began to grow as increasing numbers of students and faculty became associated with the college, requiring both housing and the various goods and services available from the community’s fledgling merchant class. Indeed, the school and surrounding community were so inextricably bound that the town itself was known as Davidson College until 1891.¹

The town’s development centered primarily along Plank Road (later known alternatively as Main Street and Davidson College Highway) – a wood-planked north/south oriented thoroughfare that skirted the west boundary of the evolving college campus – and Concord Road, an east/west oriented street that intersects Main Street, dividing it into North and South Main Street. With its campus situated within the area lying east of Main Street and north of Concord Road, the college acquired and developed much of the property bisected by North Main Street as academic buildings and faculty housing. The town’s business district also developed along North Main Street.²

Conversely, South Main Street – which remained farmland owned by the Patrick Johnston family throughout much of the 1860s – developed as a residential area for local families engaged primarily in farming and local business ventures. It was on South Main Street that John Eli Brattain decided to raise his family. Other residents along that same corridor during the latter decades of the nineteenth century included the families of Methodist minister and Davidson’s first mayor William P. Williams, Linden Cotton Mill co-founder and former town mayor James Lee Sloan Jr., prominent commercial building contractor and former town mayor Frank Knox, Stough-Cornelius Mill co-founder and namesake of the town of Cornelius J. B. Cornelius, and Munroe H. Goodrum, the longtime proprietor of Davidson’s most prominent general store M. H. Goodrum and Company. In the 1890s, the North Carolina Medical College (the state’s only medical school for White students during the last decade of the nineteenth century) and its infirmary were also located on South Main Street, less than one block north of the Brattain House.³

¹ Jennifer Payne, “The Evolution of the Built Environment of Davidson, North Carolina” (April 2006), 2, accessed May 2, 2024, <http://landmarkscommission.org/wp-content/uploads/2016/02/Davidson-Contextual-Statement.pdf>; Mary D. Beaty, *Davidson: A History of the Town from 1835 until 1937* (Davidson, NC: Warren Publishing, 1979), 66-67.

² Beaty, *Davidson*, 20, 24, 97, 155-56.

³ *Ibid.*, 98, 43, 69, 101-02, 103, 100; Stewart Gray and Tommy Warlick, “Local Landmark Designation Report for Stough-Cornelius/Potts Barber Shop Building” (February 2021), 6, accessed May 2, 2024, <http://landmarkscommission.org/wp-content/uploads/2021/11/Stough-Cornelius-Potts-Barber-Shop-Designation-Report.pdf>.



John Eli and Mary Polly Honeycutt Brattain

Source: John Sparrow, great-grandson of John and Polly Brattain.

John Eli Brattain (1846-1911) was born in Davidson County, North Carolina, on or about April 12, 1846, the eldest child of Absalom W. (1824-1865) and Elizabeth “Betsy” Craven (1822-1881) Brattain. It should be noted at the outset that the spelling of the “Brattain” surname evolved over time. Following their marriage, John and his wife Mary Polly Honeycutt Brattain (1846-1926) would be alternatively referenced as Brattain, Bratrain, and Bratton. Their children ultimately adopted the “Bratton” spelling. However, the “Brattain” spelling is used herein to reference John and Polly as that spelling was used in their respective obituaries and on their headstones in the Davidson College cemetery.⁴

⁴ “Life Story of John Eli Bratton,” Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/116029262/person/220150936472/story>; “Life Story of Mary Polly Honeycutt,” Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/116029262/person/220150928486/story>; “Death of Mr. J. E. Brattian [sic] of Davidson,” *Charlotte Observer*, April 26, 1911, 11; “Mrs. John E. Bratton is Buried at Davidson,” *Charlotte Observer*, June 21, 1926, 9; “John Eli Brattain,” Find A Grave, accessed May 2, 2024, <https://www.findagrave.com/memorial/25024498/john-eli-brattain>; “Mary Honeycutt Brattain,” Find A Grave, accessed May 2, 2024, <https://www.findagrave.com/memorial/25024541/mary-brattain>. John’s actual date of birth is somewhat tenuous. His headstone in the Davidson College Cemetery gives the April 12, 1846, date. “John Eli Brattain,” Find A Grave. But the 1860 U.S. Census listing for the Absalom Bratton family that was recorded on July 31, 1860 (*i.e.*, after what would have been his fourteenth birthday), lists John as thirteen years old. “1860 U.S. Federal Census for John Bratton,” Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/7667/images/4237520_00141?pId=41500613. John’s enlistment

As of the 1850 U.S. Census, John and his parents still lived in Davidson County, where Absalom worked as a blacksmith. By 1860, John had three younger siblings under the age of 5, and the family had relocated to Stanly County, North Carolina. On October 30, 1864, at the age of forty, Absalom enlisted as a private in Company C of the 42nd North Carolina Regiment of the Confederate States Army. Absalom was captured by Union forces on March 10, 1865, during the March 6-10, 1865, Battle of Wyse Fork (also known as the Battle of Kinston) and imprisoned one week later in the 40-acre Point Lookout prison camp in St. Mary's County, Maryland. Point Lookout (officially known as Camp Hoffman) was the largest and considered one of the worst Union prisoner-of-war camps. By the time Absalom arrived, the Point Lookout prisoner population exceeded 15,000 Confederate soldiers, well beyond its original capacity of 1,700 in August 1863. That overcrowding – combined with inadequate shelter, exposure to the elements, scant rations, contaminated water, malaria, and typhoid – resulted in the deaths of approximately 4,000 of the total 50,000 prisoners incarcerated at Point Lookout during its nearly two years of operation, including Absalom on May 4, 1865.⁵

John was not old enough to serve in the Confederate States Army until the Confederate Congress passed the third Conscription Act on February 17, 1864. Pursuant to that Act, the age range for military service – previously ranging between eighteen to forty-five years old – was extended to include all White males aged seventeen to fifty years old. John, aged seventeen as of the passage of that Act, was still two months away from his eighteenth birthday. Like other conscripted seventeen-year-olds, John was assigned to the North Carolina Junior Reserves, first to Company E of the 6th Battalion and then to the 1st Regiment, Company G comprised of boys from Stanly and Caswell Counties. Curiously, however, John had already turned eighteen when he reported for enlistment as a private at Camp Holmes near Raleigh on June 2, 1864. His enlistment records indicate that he was working as a blacksmith prior to reporting for duty. John's company participated in the Stony Creek Raid in Sussex County, Virginia (December 7-12, 1864) and – like his father's company – the Battle of Wyse Fork, during which John was wounded. Aside from his hospitalization in Greensboro on March 11, 1865, no other records concerning his military service are currently available.⁶

records with the Confederate States Army states his date of birth as on or about April 21, 1847. Matthew M. Brown and Michael W. Coffey eds., *North Carolina Troops 1861-1865: A Roster*, 22 vols. (Raleigh: Office of Archives & History, 2009), 17:202.

⁵ U.S. Census Bureau, 1850 U.S. Federal Census, Northern Division, Davidson County, North Carolina, August 27, 1850 (Washington, D.C.: National Archives and Records Administration, 1850), 267, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/12688092:8054>; U.S. Census Bureau, 1860 U.S. Federal Census, Stanly County, North Carolina, July 31, 1860 (Washington, D.C.: National Archives and Records Administration, 1860), 141, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/41500613:7667>; “Life Story of John Eli Bratton,” Ancestry.com; Weymouth T. Jordan, Jr. ed., *North Carolina Troops 1861-1865: A Roster*, 22 vols. (Raleigh: Office of Archives & History, 1985), 10:219; “Life Story of Absalom W. Brattain Bratton,” Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/116029262/person/220150936492/story>; National Park Service, U.S. Department of the Interior, “Point Lookout Confederate Cemetery,” accessed May 2, 2024, https://www.nps.gov/nr/travel/national_cemeteries/maryland/point_lookout_confederate_cemetery.html.

⁶ Brown and Coffey, *North Carolina Troops 1861-1865: A Roster*, 17:201-02, 16-17; Michael W. Coffey, “North Carolina's Youngest Soldiers: The Junior Reserves,” NCPedia, accessed May 2, 2024, <https://www.ncpedia.org/north-carolina%E2%80%99s-youngest-soldiers>; J. D. Lewis, “1st NC Regiment Junior Reserves,” Carolana, accessed May 2, 2024, https://www.carolana.com/NC/Civil_War/1st_nc_regiment_junior_reserves.html.

However, in July 1924, John's widow Polly filed a pension application with the State of North Carolina based on John's veteran status. Although her application was approved, some of the information provided by the then-seventy-six-year-old Polly Brattain was likely erroneous. The application states that John enlisted on or about January 1, 1863 (when he would have been sixteen years old) and that he served in Company C of the 42nd North Carolina Regiment (his father's unit). According to the application, the assessed value of the Brattain House and property at that time was less than two thousand dollars.⁷

John and Polly, a native of Stanly County, married in 1868, and the couple took up residence in the Big Lick township of Albemarle. By 1870, John worked in a grist mill while Polly took care of their first child, one-year-old daughter Laura. Laura would not survive to the next federal census.⁸

The family moved to the village of Davidson College in the 1870s. The move may have been precipitated by the 1874 reactivation of the railroad line linking Charlotte with Statesville. The railroad quickly transformed the isolated college town into a commercial and industrial center for rural north Mecklenburg County and south Iredell County. Although the exact date of the Brattain family's move to Davidson College is uncertain, a U.S. patent application filed on December 22, 1875, identifies John as a resident of Davidson College. The application, filed by Urias Crayton of Davidson College, sought legal protection for a "new and Improved Portable Fence." John is listed on the application as a witness to Crayton's sworn statement. Established as Davidson College residents by 1880, that year's U.S. Census identifies four Brattain daughters and one son, all aged twelve or younger: Janie Manara also known as Nora Jane (1869-1940), William Absalom (1870-1960), Mary Elizabeth (1872-1970), Ruth Louise (1875-1962), and Minnie R. (1877-1931). John was working as a mechanic at that time – likely making him an appropriate witness for Crayton's patent application – while Polly was "keeping house."⁹

Within eight weeks of that census report, John and Polly purchased an approximately $\frac{3}{4}$ acre parcel of land on South Main Street from Stephen C. "Skit" Scofield and his wife Mary Jane for \$95, on which John constructed the Brattain House. The Scofields had acquired that property just two years earlier directly from the Johnston family whose farmlands comprised much of what became Davidson's South Main Street corridor. Skit Scofield was the son of John N. Scofield, the New York-born builder whom the college trustees brought to town from Columbia, South Carolina, in 1858 to serve as general contractor overseeing construction of the college's then-largest campus

⁷ Widow's Application for Pension of Mrs. J. E. Brattain, July 2, 1924, 1901 Confederate Pension Applications, North Carolina Digital Collections, State Archives of North Carolina, accessed May 2, 2024, <https://digital.ncdcr.gov/Documents/Detail/brattain-j.-e.-mecklenburg-county/1582920?item=1582921>.

⁸ "Life Story of John Eli Bratton"; U.S. Census Bureau, 1870 U.S. Federal Census, Big Lick township, Stanly County, North Carolina, June 17, 1870 (Washington, D.C.: National Archives and Records Administration, 1870), 31, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/20072603:7163>.

⁹ Payne, "The Evolution of the Built Environment of Davidson," 2; Urias Crayton, U.S. Patent Application no. 173,592, December 22, 1875, in U.S. Patent Office, *Specifications and Drawings of Patents Issued from the U.S. Patent Office for February, 1876* (Washington: Government Printing Office, 1876), 776; "Life Story of John Eli Bratton," Ancestry.com; U.S. Census Bureau, 1880 U.S. Federal Census, "Schedule 1 – Inhabitants in Deweese township, in the County of Mecklenburg, State of North Carolina," June 1, 1880 (Washington, D.C.: National Archives and Records Administration, 1880), 1, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/imageviewer/collections/6742/images/4243284-00241?pid=14704214>.

building, the 300-foot long Chambers Building. Skit returned to Davidson College in 1867 with his then-widowed mother Sarah and his siblings to settle down. In addition to operating a highly popular general store on North Main Street from 1870 to 1916, Scofield is also credited for building Davidson's linen mill and Y.M.C.A. building, working as the local railway station manager, operating a Main Street livery stable, and serving as a town commissioner.¹⁰

Already recognized as a skilled mechanic, John soon demonstrated his talents for carpentry and woodworking by building the family's new home himself. Davidson historian Mary D. Beaty describes the Brattain House as "one of the loveliest and best preserved Victorian houses in this entire region." Often referenced today as the "Icicle Cottage," the exterior of the house (discussed in greater detail in the Architectural Assessment section below) features handcrafted "gingerbread" pieces. According to Beaty, no two of those pieces are alike.¹¹



Detail of decorative sawnwork and pendills on front elevation of Brattain House.

Completed in 1883, the design aesthetics and intricate detailing of the Brattain House likely served as a highly visible advertisement within the local community for John's carpentry services. Within one year of completion of his home, John and fellow Davidson College resident J. D. Irvin were hired to rebuild the Coddle Creek Presbyterian Church in Mooresville that had been destroyed by fire on February 24, 1884. Construction began in early April and the new structure was dedicated on June 29, 1884. To pay Brattain and Irvin for their services, Coddle Creek pastor Reverend John

¹⁰ Jan Blodgett and Ralph B. Levering, *One Town, Many Voices: A History of Davidson, North Carolina* (Davidson, NC: Davidson Historical Society, 2012), 15-16, 97; J. Marshall Bullock and Catherine W. Bishir, "Scofield, John Nichols (1816-1867)," *North Carolina Architects & Builders: A Biographical Dictionary*, accessed May 2, 2024, <https://ncarchitects.lib.ncsu.edu/people/P000109>; Beaty, *Davidson*, 41-42, 150 n14, 178; "Colonel Scofield Passes to His Reward," *The Davidsonian*, May 9, 1917, 1; Mecklenburg County Deeds Book 25, Page 170 (1880); Mecklenburg County Deeds Book 19, Page 169 (1878).

¹¹ Beaty, *Davidson*, 193; "Thursday Doors: In My Hometown," *That Travel Lady In Her Shoes*, accessed May 2, 2024, <https://thecadyluckleedy.com/2021/03/25/thursday-doors-in-my-hometown-25/>.

E. Pressly launched a building fund campaign that began with donations of \$143 from Davidson College and \$100 from the town of Mooresville. Despite the church building's simplified Italianate design, the decorative flair of its four finial-topped cross-gables and bracketed eaves call to mind the Carpenter Gothic-inspired intricacies of the Brattain House's detail work. The extant building – added to the National Register of Historic Places in November 1980 – is now the home of the Coddle Creek Associate Reformed Presbyterian congregation.¹²



Front elevation of Coddle Creek Presbyterian Church, Mooresville

¹² “Coddle Creek Church,” *Charlotte Observer*, March 27, 1884, 3; L. M. Allison, Jr., “Coddle Creek History: A Historical Sketch of Coddle Creek Associate Reformed Presbyterian Church,” <https://coddlecreekarp.org/coddle-creek-history>, accessed May 2, 2024; Laura A. W. Phillips, National Register of Historic Places Inventory – Nomination Form for Coddle Creek Associate Reformed Presbyterian Church, Session House and Cemetery, property no. 80002864 (February 4, 1980), accessed May 2, 2024, <https://catalog.archives.gov/id/47718092>.



Details of design features of Coddle Creek Presbyterian Church, Mooresville

Meanwhile, John became more involved in the local community. In the early 1880s, both he and Skit Scofield, along with Robert M. Armour and James Lee Sloan Sr., served as trustees for the Davidson College Academy, a privately-operated school for local children. On September 15, 1881, Armour and his wife Lenora sold Lingle Manor on Glasgow Street (formerly located at the site now occupied by Davidson College's West Hall) to the four Davidson College Academy trustees for fifty dollars. The building had previously housed the "School for Girls and Boys" operated by Lucy Jurney. In an apparent effort to distance herself and her school from the new occupants of Lingle Manor, Ms. Jurney ran her first and only local newspaper advertisement for her "School for Girls and Boys" on September 16, 1881, the day after the Davidson College Academy trustees acquired Lingle Manor. That same day, the Davidson College Academy trustees borrowed \$300 on behalf of the school from Sloan and Hanson P. Helper, granting the lenders a mortgage deed for Lingle Manor. Payable on or before September 16, 1883, the school apparently defaulted on the loan, as the four Davidson College Academy trustees appeared before a local justice of the peace on September 14, 1885, to acknowledge their execution of the mortgage deed. On September 1, 1886, almost one year after their foreclosure on Lingle Manor, Sloan and Helper sold the property to Reverend Leonidas Glasgow so that he might relocate his school to the town of Davidson College.¹³

In her history of the town, Beaty references a copy of an 1882 document in Davidson College's archival collection identifying Davidson College residents pledging financial support for the

¹³ Mecklenburg County Deeds Book 28, Page 24 (1881); Beaty, *Davidson*, 63; "School Notice," *Charlotte Democrat*, September 16, 1881, 3; Mecklenburg County Deeds Book 44, Page 514 (1881); Mecklenburg County Deeds Book 52, Page 396 (1886); Beaty, *Davidson*, 63-64.

construction of a school. Dated June 7, 1882, the document states, “We the undersigned promise to pay the sums annexed to our names to build an Academy at D. College, N.C.,” followed by a list of seventy individual and business promising a total of \$458 toward that project, in pledges ranging from \$1 to \$100. Beaty surmises that the financial campaign may have been prompted by “the hope of encouraging Mr. Glasgow to move his school to Davidson.” However, the list of pledgees included three of the four trustees of the Davidson College Academy already in operation at Lingle Manor: John (pledging \$2), Scofield (\$1), and Armour (\$5). It seems unlikely that three trustees of that going concern – including Armour, who sold Lingle Manor specifically for the purpose of operating the Academy – would commit financially to the support of a competing school. Perhaps the money was being raised instead for the Davidson College Academy, making all the more curious the school’s subsequent default on the loan provided by Sloan and Helper.¹⁴



Lingle Manor, former home of Davidson College Academy.

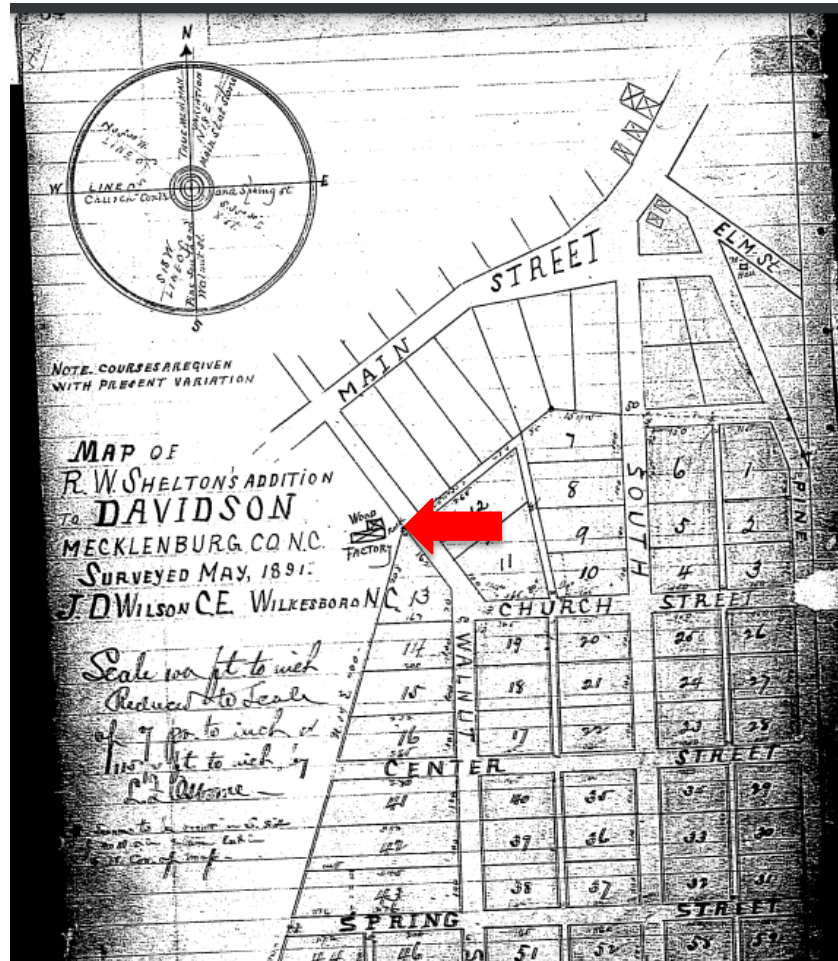
Source: “Lingle Manor,” Davidson College Archives & Special Collections, accessed May 2, 2024, <https://davidsonarchivesandspecialcollections.org/archives/encyclopedia/lingle-manor>.

In 1890, John was elected to the Town of Davidson College’s Board of Commissioners on which he served until 1899. By then, the town had been through a few name changes before settling on the current Davidson name. In January 1891, John and the five other members of the town council voted to change the town’s name from “Davidson College” to “Hempstead.” The new name remained in place for ten days, until the board met to reconsider their choice. The six men abandoned the Hempstead name and discussed several alternatives, including Canton, Brandon, and even a return to Davidson College. It is unclear when the final decision was made but by April 1891, the body’s minutes routinely referred to the town simply as Davidson. During the 1890s, John also served on the local Board of Alderman and the executive committee for the Deweese township. He also became a member of the Freemasons.¹⁵

¹⁴ Beaty, *Davidson*, 63; “Subscribers List, 1882,” Davidson, N.C. Schools Papers collection, collection no. DC0219s, box 9s, folder 30, Archives and Special Collections, Davidson College, Davidson, North Carolina.

¹⁵ Beaty, *Davidson*, 178, 66-67; “Municipal Elections,” *Charlotte Democrat*, May 9, 1890, 3; “Municipal Elections,” *Charlotte Democrat*, May 6, 1892, 3; “Municipal Elections,” *Charlotte Democrat*, May 5, 1893, 3; “Official Returns Changes Results,” *Charlotte News*, July 9, 1902, 2; “Davidson Democratic,” *Charlotte Observer*, May 6, 1896, 1. Originally a member of the Freemason’s Mecklenburg Lodge no. 176 in Davidson, John later transferred his

By 1890, the Brattain family had nearly doubled in size with the addition of five more children: Annie Lee (1881-1945), Lewis Cleveland (1884-1933), John North (1887-1965), Joyce (1891-1951), and Sue Henry (1893-1991). The 1900 U.S. Census also noted that John had changed occupations, from mechanic to carpenter. His new profession likely precipitated the construction of a “wood factory” in the rear portion of the Brattain property, as noted in an 1891 survey map of the neighborhood.¹⁶



Source: Mecklenburg County, North Carolina Map Book 90, Page 34 (1891).

membership to the Williams Lodge (no. 538) of Masons in nearby Cornelius. *Proceedings of the Grand Lodge of Ancient, Free, and Accepted Masons of North Carolina, One Hundred and Tenth Annual Communication at Raleigh, Tuesday, Wednesday and Thursday, January 12th, 13th and 14th, 1897* (Oxford, NC: Oxford Orphan Asylum Printing Department, 1897), 183, accessed May 2, 2024, <https://archive.org/details/proceedingsofgra1897free>; *Proceedings of the Grand Lodge of Ancient, Free, and Accepted Masons of North Carolina, One Hundred and Twenty-First Annual Communication at Raleigh, Tuesday, Wednesday and Thursday, January 14, 15 and 16, 1908* (Oxford, NC: Oxford Orphan Asylum Printing Department, 1908), 358, accessed May 2, 2024, <https://archive.org/details/proceedingsofgra1908free/mode/2up>.

¹⁶ U.S. Census Bureau, 1900 U.S. Federal Census, “Schedule No. 1 – Population,” Deweese Township, Davidson town, Mecklenburg County, North Carolina,” June 4, 1900 (Washington, D.C.: National Archives and Records Administration, 1880), 1, Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/7602/images/4117834_00302?pid=57467715 (“1900 U.S. Census, Deweese Population Schedule”).

There are few additional references to John in available post-1900 primary sources. In 1901, he assisted local law enforcement in the investigation of a Huntersville robbery. John managed to open Postmaster S. L. Mullen's safe after it had been irreparably damaged by burglars during an attempted break-in. With John's help, investigators were able to determine that the would-be criminals had failed to remove any of the postage stamps or \$500 in cash from the safe. In 1907, John became one of the seven founding shareholders of the Davidson Building and Loan Association, formed in 1907 with \$20,000 in capitalization. The entity helped finance mortgage loans for its shareholders until at least February 1942, when notice of a special meeting of its shareholders at Davidson's Civic League Hall was published in local newspapers. That special meeting may have initiated the demise of the Building and Loan, which voluntarily liquidated between March and April of 1942. According to the 1910 U.S. Census, John was no longer working.¹⁷

John passed away at his home on April 24, 1911, after a two-year battle with Bright's disease, a condition now known as nephritis. An inflammation of the kidneys caused by infection, toxins, or autoimmune conditions, nephritis is the same condition that led to the demise of President Chester Arthur in 1886. Reported as "about 66 years of age" at his death, John's obituary described him as "a prominent character in the industrial and mechanical life of this section of ter-territory [*sic*]" and "a master mechanis [*sic*] of unusual skill and capacity" who owned and operated his own machine shop for several years. The article also noted that John was a "faithful member" of the Methodist Church, presumably the Davidson United Methodist Church built in 1908 directly across South Main Street from the Brattain House. In his will, John bequeathed the Brattain House to Polly.¹⁸

¹⁷ "That Huntersville Robbery," *Charlotte News*, September 30, 1901, 7; "New Corporations," *Daily Bulletin of the Manufacturers' Record* (Baltimore) 17, no. 71, March 25, 1907, 4, <https://books.google.com/books?id=C-hQAAAAAYAAJ&pg=PA25-IA2&lpg=PA25-IA2&dq=%22j.+e.+brattain%22+davidson+nc&source=bl&ots=gpTN0NnuDD&sig=ACfU3U0jE5uRR1FXx3EOjH7Fh-FbhSZ0Cw&hl=en&sa=X&ved=2ahUKEwish4GMrL6CAxUBFVkfHdIQD3MQ6AF6BAGbEAM#v=onepage&q=%22j.%20e.%20brattain%22%20davidson%20nc&f=false>; "Statement of Condition – Davidson Building and Loan Association," *Charlotte News*, January 18, 1936, 2; "Personals," *Charlotte News*, February 17, 1942, 4B; "Withdrawals from the Federal Home Loan Bank System Between March 16 and April 15, 1942," *Federal Home Loan Bank Review* 8, no. 3 (May 1942), 263; U.S. Census Bureau, Thirteenth Census of the United States: 1910 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina," April 13, 1910 (Washington, D.C.: National Archives and Records Administration, 1910), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/7884/images/4449185_00595?pid=20666842 ("1910 U.S. Census, Deweese Population Schedule").

¹⁸ "Death of Mr. J. E. Brattian [*sic*] of Davidson," *Charlotte Daily Observer*, April 26, 1911, 11; James P. O'Hara, "The Treatment of Chronic Bright's Disease," *JAMA* 103, no. 18 (November 1934): 1373; Theodore N. Pappas, "Bright's Disease, Malaria, and Machine Politics: The Story of the Illness of President Chester A. Arthur," *Surgery Journal* 3 (October 2017): 181; "North Carolina, U.S., Wills and Probate Records, 1665-1998 for John E. Bratton," Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/9061/images/007641087_01142?pid=1524427.



The children of John and Polly Brattain, circa 1926.

Front row, left to right: Anne, Lewis, John North, Joyce, Sue.

Back row, left to right: Janie, William, Mary, Ruth Louise ("Lou"), Minnie.

The house in the background appears to be the Archie Brown House, located at 265 South Main Street, constructed by William A. Brattain directly across Walnut Street from the Brattain House.

Source: John Sparrow.

John's three sons apparently inherited their father's mechanical and woodworking aptitude. Eldest son William is credited with building the circa 1905 two-story Queen Anne style house located at 265 South Main Street, directly across Walnut Street from the Brattain House for dry goods merchant Archie Brown. William operated his own woodworking shop in Davidson, but worked primarily as an engineer, starting in 1893 at the age of 23 working at the Cornelius Mill where he ran the steam plant and maintained its equipment. That began William's sixty-five-year career working for prominent Mecklenburg County textile industrialist Charles Worth Johnston (Highland Park Mills, Anchor Mill, Johnson Mill) and at 17-story Johnston Building on Charlotte's South Tryon Street named for his former employer. Middle son Lewis was responsible for the instillation of the engines and machinery during the initial construction of Davidson's Delburg Cotton Mill. And in an apparent hope to continue the family trade, John bequeathed an iron lathe and drill press to his youngest son John North, the only one of John's ten children to receive a specific bequest in John's will.¹⁹

Following John's death, Polly remained in the Brattain House, sharing it until her own death on June 18, 1926, with her widowed daughter Janie (who had moved back into the family home following the 1893 death of her husband Thomas D. Henry) and Polly's other single daughters Minnie and Sue. After Sue's 1913 marriage to Cyrus Colvin, he and later their son Cyrus Jr. also lived in the Bratton House. Following Polly's death, the three sisters and Cyrus Jr. continued to live in the Brattain House, with Janie identified by the U.S. Census as the head of the household, until Minnie's death in 1931 and Janie's death in 1940.²⁰

Those living arrangements and Janie's death in late November 1940 may have contributed to the early 1940s lawsuit "W. A. Bratton et al. v. Elizabeth Nichols Bratton et al." referenced in the "Chain of Title Explanatory Narrative" above that pitted William A. Brattain and others against his widowed sister-in-law Elizabeth Brattain. Research efforts to locate court records associated

¹⁹ Richard L. Mattson and Frances P. Alexander, National Register of Historic Places Registration Form for Davidson Historic District, property no. 09000381 (December 1, 2008)), accessed May 2, 2024, <https://catalog.archives.gov/id/47721292>; Beaty, *Davidson*, 102; "William A. Bratton," *Charlotte Observer*, February 18, 1960, 9A; Jim Scotton, "William Bratton Still Works For Johnstons After 63 Years," *Charlotte News*, April 6, 1956, 15; "Windstorm at Davidson," *Charlotte Observer*, March 20, 1908, 1; "North Carolina, U.S., Wills and Probate Records, 1665-1998 for John E. Bratton," Ancestry.com.

²⁰ U.S. Census Bureau, Fourteenth Census of the United States: 1920 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina," January 6 and 7, 1920 (Washington, D.C.: National Archives and Records Administration, 1920), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/6061/images/4384957_00848?pId=32626142; "Life Story of Janie Manara Bratton," Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/103156989/person/130049073364/story>; 1900 U.S. Census, Deweese Population Schedule; 1910 U.S. Census, Deweese Population Schedule; U.S. Census Bureau, Fifteenth Census of the United States: 1930 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina," April 3, 1930 (Washington, D.C.: National Archives and Records Administration, 1930), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/6224/images/4608302_00444?pId=76173859; U.S. Census Bureau, Sixteenth Census of the United States: 1940 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina," April 6, 1940 (Washington, D.C.: National Archives and Records Administration, 1940), Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/imageviewer/collections/2442/images/m-t0627-02945-00126?pId=152396303>. Neither the 1930 nor 1940 U.S. Census records list Cyrus Sr. as a resident of the Brattain House.

with that lawsuit have been unsuccessful, but the case did result in a 1943 judicially ordered private sale of the Brattain House by local commissioner John James. Otto H. Eargle purchased the property with the highest bid of \$2,700 and promptly subdivided the property into two sublots, each approximately 0.36 acre. He and his wife Elsie sold the front subplot, which included the Brattain House, to Connie Williamson Gamble and her six children (Laura Mae, Joseph Gillespie Jr., Mary Emma, Wallace Melvin, Wayne Williamson, and Hilda Louise) in 1944, and later sold the rear subplot in 1946 to Connie's sister Anne Williamson, who lived with Connie's family in the Brattain House.²¹



Connie W. Gamble, circa 1940



Connie (right) and sister Anne Williamson, circa 1940.

Source: "Family Photo Album 1900-2000, Part One: Joseph G. Gamble and Connie Williamson Gamble and Their Descendants," 130-31, Gamble-Goodrum-Cooke Albums, DC0284s, Manuscript Collections, Davidson College Archives and Special Collections ("Gamble Family Album").

Connie Emma Williamson Gamble (1889-1969) was born in the Iredell County portion of the town of Davidson College. A graduate of Mitchell College, she held various teaching posts in Virginia and North Carolina before her 1915 marriage to Joseph "Joe" Gillespie Gamble Sr. (1870-1930), a farmer in Mecklenburg County's Lemley township. By 1920, the couple had moved to Elm Street in Davidson with their two children. Joe continued to farm, but also served as a mail carrier. He was appointed postmaster for Davidson on June 4, 1924, serving less than one year. The couple had four more children before Joe passed away in February 1930, leaving the 40-year-old Connie to manage the family farm while also raising six children aged 4 to 13 years old on her own in a small house on Jetton Street. With the help of her children, Connie was able to save \$4,000 to

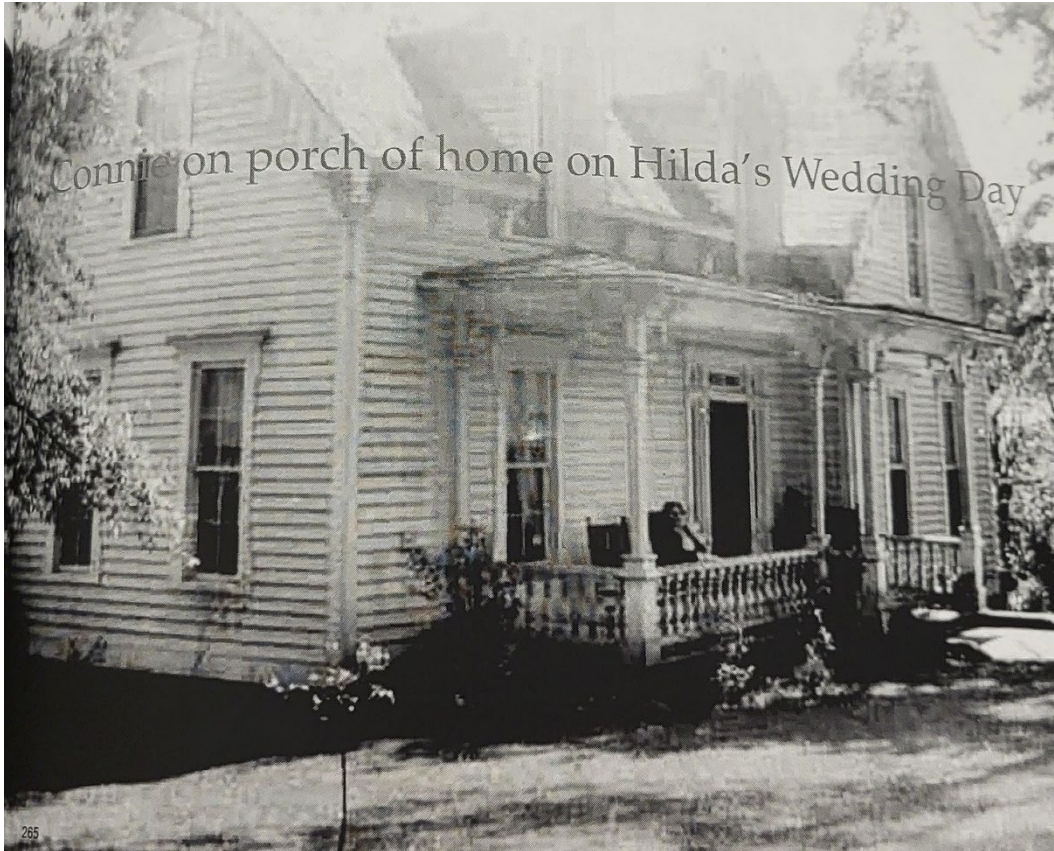
²¹ Mecklenburg County Deeds Book 1107, Page 191 (1943); Mecklenburg County Deeds Book 1125, Page 49 (1944); Mecklenburg County Deeds Book 1178, Page 132 (1946); 1950 U.S. Census, Deweese Population Schedule.

purchase the Brattain House in 1944, where her youngest daughter Hilda was married in June 1946. By 1950, Connie was sharing the Brattain House with sons Wallace (an accountant with a peanut butter factory) and Wayne (a clerical worker in a paper factory), her sister Anne (a payroll clerk at the Carolina Asbestos Company plant, formerly the Linden Cotton Mill), and two male boarders. Connie also rented out rooms to Davidson College students during the 1950s.²²



The children of Joseph and Connie Gamble, circa 1940.
Left to right: Mary, Wallace, Laura, Hilda, Wayne, Joe.
Source: Gamble Family Album, 122.

²² “Life Story of Connie E. Williamson,” Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/family-tree/person/tree/9113357/person/6086952134/story>; “Mrs. Connie Williamson Gamble,” *Charlotte Observer*, July 3, 1969, 6D; U.S. Census Bureau, Thirteenth Census of the United States: 1910 - Population, Lemley Township, Mecklenburg County, North Carolina,” April 13, 1910 (Washington, D.C.: National Archives and Records Administration, 1910), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/7884/images/4449185_00673?pid=152852915; U.S. Census Bureau, Fourteenth Census of the United States: 1920 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina,” January 6, 1920 (Washington, D.C.: National Archives and Records Administration, 1920), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/6061/images/4384957_00846?pid=32626053; Beatty, *Davidson*, 184; *U.S. Appointments of U.S. Postmasters, 1832-1971, Mecklenburg County, NC*, vol. 69 (Washington, D.C.: National Archives Microfilm Publications, 1973), 377-78, Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/1063388:1932?ssrc=pt&tid=9113357&pid=6086951760>; U.S. Census Bureau, Fifteenth Census of the United States: 1930 - Population, Deweese Township, Davidson town, Mecklenburg County, North Carolina,” April 12, 1930 (Washington, D.C.: National Archives and Records Administration, 1930), Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/6224/images/4608302_00459?pid=76173142; Mecklenburg County Deeds Book 1125, Page 49 (1944); “Women’s Activities,” *Charlotte Observer*, June 20, 1946, 5B; U.S. Census Bureau, Seventeenth Census of the United States: 1950 Census of Population and Housing, Town of Davidson, Mecklenburg County, North Carolina,” April 18, 1950 (Washington, D.C.: National Archives and Records Administration, 1950), Ancestry.com, accessed May 2, 2024, <https://www.ancestry.com/discoveryui-content/view/149269405:62308?tid=&pid=&queryId=e02a63b5-78a0-428b-94da-b661c6e0cf25&phsrc=JpO328&phstart=successSource>; Roberta Hoyle, telephone interview by the author, February 6, 2024 (“Hoyle interview”).



Connie W. Gamble on the porch of the Brattain House on youngest daughter Hilda's wedding day, June 14, 1946.

Source: Gamble Family Album, 265.

In 1956, Connie W. Gamble and her children sold the Brattain House for \$7,400 to William Andrew “Toad” Cathey (1905-1982), his wife Ruth Hoyle Cathey (1905-2000), and Ruth’s brother Robert Turner Hoyle (1914-2000), the three partners of the Cathey-Hoyle Company. Nine years earlier, in 1947, William and Robert founded the company to operate the Cathey-Hoyle funeral home and an insurance agency, initially for the Farm Bureau Insurance Company and later for Nationwide Mutual Insurance Company. That same year, the two men purchased a house at 260 South Main Street, located diagonally across the South Main and Walnut Streets intersection from the Brattain House. The men converted the house (now known as the Knox-Sloan-Cathey House) into the headquarters for the Cathey-Hoyle Company. The renovations substantially altered the façade of the Knox-Sloan-Cathey House, eliminating the gable and replacing the partial porch and balcony with a full-length porch and balcony. The business operations of the funeral home and insurance agency occupied the first floor of the Knox-Sloan-Cathey House and the Cathey family lived on the second floor.²³

²³ Mecklenburg County Deeds Book 1858, Page 283 (1956); Cornelius Historic Preservation Commission, “Historic Landmark Designation Staff Report for the Hoyle House,” August 24, 2009, 2, accessed May 2, 2024, <http://landmarkscommission.org/wp-content/uploads/2018/06/Hoyle-House-SR.pdf>; “Agents Appointed,” *Charlotte News*, June 13, 1949, 1B; Randolph Norton, “13 Seeking Seats on County Board,” *Charlotte Observer*, April 30, 1952, 1B, 12B; “Names in Business,” *Charlotte News*, April 29, 1959, 9A; Khalid Hijazi, “The Sloan House,” April



Robert Hoyle (on right) and William Cathey (on left) in front of the Knox-Sloan-Cathey House prior to renovations, circa late 1940s. The original façade of the house was highly reminiscent of the Folk Victorian style of the nearby Brattain House.

Source: Roberta Hoyle, daughter of Robert and Isabel Hoyle.

A Cornelius, North Carolina, native and 1936 graduate of Duke University in Business Administration, Robert Hoyle worked as an accountant, including on behalf of the Federal Public Housing Administration and as a civilian auditor with the U.S. War Department. In 1948, Robert was sent to Korea as an economist with the U.S. Department of Commerce where he served as a United Nations observer at Korea's first public elections while also maintaining the books for the funeral home business long distance. Upon his return to Davidson in 1949, Robert obtained his insurance license, which he supplemented with a real estate license in 1957. In 1952, he was appointed to a four-year term as a justice of the peace for the Deweese township by North Carolina Governor W. Kerr Scott.²⁴

The Cathey-Hoyle Company primarily used the Brattain House as rental property. It is believed that the tenants of the Brattain House during this period included pre-med Davidson College students who worked for the funeral home, including as drivers and attendants for the funeral home's 24-hour-a-day ambulance service. The company operated three ambulances for both emergency and non-emergency calls. Rentals of the Brattain House ended in June 1958 when Robert Hoyle married Isabel Scronce Beam (1924-2023) of Lincolnton, North Carolina, a graduate of King's Business College in Charlotte who was also a young widow raising two children – Edgar

19, 2012, 7-8, accessed May 2, 2024, <http://landmarkscommission.org/wp-content/uploads/2021/06/Knox-Sloan-Cathey-House-Designation-Report.pdf>.

²⁴ Unattributed newspaper clipping, August 24, 1988, "Hoyle, Robert," box 6, folder 28, Davidson Senior Center Records Collection, DC078, Manuscript Collections, Davidson College Archives and Special Collections; "Push Plans For Housing Project at Mount Airy," *Charlotte Observer*, May 13, 1946, 9; "Profiles of the Candidates," *Charlotte News*, May 28, 1952, 9B; "Hoyle Appointed Justice of Peace," *Charlotte Observer*, August 31, 1952, 9B.

and Carlette Beam – from her prior marriage. The newly constituted Hoyle family moved into the Brattain House in the summer of 1958. Two months after the marriage, Isabel purchased the rear subplot from Connie Williamson’s sister Anne. Robert and Isabel welcomed daughter Roberta into the family in 1960. Three years later, the Hoyles formally acquired the Brattain House from the Cathey-Hoyle Company, reuniting the original land holdings of John Eli Brattain.²⁵



The June 18, 1958, wedding of Robert and Isabel, accompanied by Edgar and Carlette Beam.
Source: Roberta Hoyle.

The funeral home closed in 1975, but Robert continued to sell insurance until his retirement in 1984. Both Robert and Isabel were active in the Davidson community and the Davidson United Methodist Church. Robert was a charter member and past president of the local Lions Club with forty-four years of perfect attendance, as well as a fifty-year member of the Freemasons. The Hoyle family owned the Brattain House until September 2023. After Robert’s death in 2000, Isabel continued to live in the house until approximately three years before she passed away in February 2023.²⁶

²⁵ Hijazi, “The Sloan House,” 8; Hoyle interview; “Ambulance Plans Open To County,” *Charlotte Observer*, June 29, 1960, 5A; “Brother Officiates,” *Charlotte Observer*, June 22, 1958, 6E; Marriage License of Robert Turner Hoyle and Isabel Scronce Beam, Lincoln County, North Carolina Office of Register of Deeds, June 18, 1958, Ancestry.com, accessed May 2, 2024, https://www.ancestry.com/imageviewer/collections/60548/images/42091_334965-01160?pid=2380196; Mecklenburg County Deeds Book 2011, Page 415 (1958); Mecklenburg County Deeds Book 2436, Page 389 (1963).

²⁶ Unattributed newspaper clipping, August 24, 1988, “Hoyle, Robert,” box 6, folder 28, Davidson Senior Center Records Collection, DC078, Manuscript Collections, Davidson College Archives and Special Collections, Davidson, North Carolina; “Mr. Robert Turner Hoyle,” *Charlotte Observer*, April 14, 2000, 6B; “Isabel S. Hoyle,” Legacy.com, February 9, 2023, accessed May 2, 2024, <https://www.legacy.com/us/obituaries/name/isabel-hoyle-obituary?id=43053157>; Hoyle interview.

IV. Architectural Description

Written by Laura A. W. Phillips (April 3, 1980) with additions and photos by Tommy Warlick (2024)

The house at 305 South Main Street, Davidson, North Carolina, was built circa 1883 by John Eli Brattain. Although Davidson's built environment includes other examples of Folk Victorian architecture – such as the Armour-Adams House at 626 North Main Street and the Martin-Worth-Henderson House at 310 Concord Road – none combine so strikingly the exuberant embellishments characteristic of both the Carpenter Gothic and Italianate styles popular during the latter half of the nineteenth century as this fanciful Folk Victorian cottage. In its 2023 Historic Preservation Plan, the town of Davidson singled out the Brattain House as the town's most notable example of the Carpenter Gothic style. Brattain's detailed handiwork also earned the house recognition as a contributing building within the National Register of Historic Places listing for the Davidson Historic District.²⁷

The rapid growth of the national railroad system is credited for the spread of the Folk Victorian architectural style from approximately 1870 to 1910. Improved transportation made pre-cut architectural detailing from distant lumber mills, as well as heavy-duty woodworking machinery capable of producing inexpensive Victorian features and detailing, more readily available in local communities. Thanks to other technological advances – including manufactured nails (in lieu of the typical hewn joints that required skilled labor) as well as the mechanical jigsaw and lathe that eased the production of turned porch supports and Queen Anne-like scrollwork and brackets – architectural detailing once available only to elite homeowners became less expensive and more accessible to the general public. The Carpenter Gothic variant developed in the United States due to the need for quickly built houses and the desire for decorative elements. A predominately wood frame form of the masonry and wooden Gothic Revival style, Carpenter Gothic was popularized as a rural residential design primarily by the writings of Alexander Jackson Davis and Andrew Jackson Downing circa 1837 to 1880. Innovations such as the balloon framing technique and the steam powered scroll-saw (making possible the mass production of intricate moldings) prompted numerous pattern books promoting such “country cottages.” Perhaps the most famous example of a Carpenter Gothic style residence is the farmhouse that provides the notable backdrop of Grant Wood's iconic “American Gothic” painting (1930), reportedly based on a similar residence Wood once saw in Eldon, Iowa.²⁸

²⁷ Town of Davidson, “Historic Preservation Plan for the Town of Davidson, North Carolina” (January 2023), 24, accessed May 2, 2024, https://www.townofdavidson.org/DocumentCenter/View/12769/Davidson-HP-Plan_1-24-23_final; Mattson and Alexander, National Register of Historic Places Registration Form for Davidson Historic District, 65.

²⁸ Virginia Savage McAlester, *A Field Guide to American Homes*, 2nd ed. (1984; New York: Alfred A. Knopf, 2020), 398, 270, 280; Payne, “The Evolution of the Built Environment of Davidson, North Carolina,” 10; Norman Tyler, Ilene R. Tyler, and Ted J. Ligibel, *Historic Preservation: An Introduction to its History, Principles, and Practice*, 3d ed. (1994; New York: W. W. Norton & Company, 2018), 175-76; Old House Web, “Carpenter Gothic, 1840-1870,” accessed May 2, 2014, <https://www.oldhouseweb.com/architecture-and-design/carpenter-gothic-1840-1870.shtml>; Art Institute of Chicago, “American Gothic,” accessed May 2, 2014, <https://www.artic.edu/artworks/6565/american-gothic>.



"American Gothic" by Grant Wood (1930).

Source: Art Institute of Chicago.

The Brattain House is representative of the gable front and wing subtype of the Folk Victorian style. Its relatively simple form is embellished with strikingly similar single-story hip-roofed porches on the front and south elevations (each situated to the left of the gabled bay) with turned spindles and ornate spandrels, jigsaw cut trim work, and cornice-line brackets. The elaborate “gingerbread” bargeboard cutouts adorning its steeply pitched gables and detailed window and door surrounds are evocative of the Carpenter Gothic variant of the Gothic Revival style. The Italianate influence is evidenced in the Brattain House’s tall narrow windows, intricately incised window tops crowning the upper half-story windows, decorative brackets beneath the overhanging eaves of the primary and porch roofs, and twin entry porches with detailed chamfered posts.²⁹

The Brattain House is situated on the south side of South Main Street, just below the junction of that street with Walnut Street and approximately three blocks from downtown Davidson. Although relatively close to the street, the wood frame and weatherboard house is situated on a well-kept, comfortably landscaped corner lot. A deteriorating freestanding mid-twentieth century two-bay wood frame garage was recently removed from the property.

Directly across South Main Street from the Brattain House lies the original Davidson Methodist Church. The Victorian Gothic Revival style building was built in 1908 to accommodate the ninety-nine former members of Mount Zion United Methodist Church in Cornelius (including the Brattain family) who left to form a new congregation closer to their Davidson homes. Across Walnut Street from the Brattain House at 265 South Main Street is the Archie Brown House, a circa 1905 Queen Anne style house built for Brown by John and Polly’s son William. The Knox-Sloan-Cathey House (circa 1870) at 260 South Main Street, situated diagonally across the South Main and Walnut Street intersection from the Brattain House, served as the headquarters for the Cathey-Hoyle Company.

²⁹ McAlester, *A Field Guide to American Homes*, 397-98, 267-70, 282-85.

It was there that former Brattain House owner Robert Hoyle worked at the Cathey-Hoyle funeral home and related insurance agency. Immediately adjacent to the south of the Brattain House is the Reverend Campbell House (circa 1885), the former manse of the Davidson Methodist Church.³⁰

Perhaps the most unusual, and at the same time intriguing, aspect of the exterior of the Brattain House is the fact that all four elevations are nearly identical, even as to the extensive use of 4-over-4 double-hung sash windows with heavy cornices. Because of the asymmetry and relative intricacy of the design, one does not immediately notice the repetitive nature of the four sides. Only after close observation and several walks around the house does one realize the clever, almost pinwheel-type, continuity of the overall design.

Exterior



Front (or west) and north elevation.

³⁰ Beaty, *Davidson*, 99-103; Mattson and Alexander, National Register of Historic Places Registration Form for Davidson Historic District, 64-66.



*Front and south elevation.
The Archie Brown House built by William Brattain is visible to the left.*

The primary façade of the one-and-one-half-story Brattain House faces west and Main Street. Like the other elevations, it features a gable roof with cross gable on the right-hand bay and twin gabled dormers above the other two bays. All gables are lavishly decorated with stylized icicle sawnwork bargeboards and three-dimensional pendills of the same design at each corner. The bargeboard of the gabled bay enframes a 4-over-4 double-hung sash pedimented window with a crosstetted surround. The curvilinear design in the tympanum of the pediment is repeated above the sash window of each dormer. The overhanging eaves of the roof are accented by decorative sawnwork brackets. Even the plain wall surfaces of this fanciful house are decorative, with the major walls being sheathed in molded siding and wall spaces under the porches being covered with German (or drop) siding.

The hip-roofed porch on the west façade shades both the window of the left bay and the main entrance and projects forward in front of the entrance. In the Italianate manner, the porch is supported by chamfered posts set on square plinths and with sawnwork brackets and turned pendills above the post caps. The placement of the posts is further accented by a cluster of sawnwork brackets under the porch eaves above each post. A heavily turned balustrade connects the posts. While the original front door with arched panels has been replaced with a more simple six-panel door, the original Italianate style entrance surround with its narrow sidelights and transom remains. To the left of the main entrance is a tall, 4-over-4 sash window with crosstetted surround and projecting cornice. To the right of the doorway, as part of the projecting gabled bay, two windows of identical design to the porch window complete the composition of the main façade of the house.



Right-hand bay of front elevation.



Detail of front elevation gabled dormer with illustrative ornamental sawnwork, pendills, and brackets that appear on all four elevations.



Front porch and main entrance.



Main entrance.

Moving in a clockwise manner, the other three elevations differ little in their basic design from the west façade. In fact, the upper half-story – with bargeboarded gable and dormers – of each of the other three elevations is identical to that of the west façade. The north elevation has no porch. Instead, the wall surface of the north elevation is punctuated by four identical sash windows of Italianate influence like those on the west façade. The window on the northeast corner (the kitchen window) has been altered so that it is now only about half the length of the others. It is unclear when that window alteration may have taken place; however, given the placement of a kitchen countertop and cabinetry beneath the interior side of that window, it is possible that the alteration was made during the 1970s kitchen renovation.



North elevation.



Brattain House, north and rear elevations, circa 1940s.

The suited man at the front car is Robert Hoyle's brother-in-law and business partner William Cathey.

Source: Roberta Hoyle.



Right-hand bay (above) and rear dormers (below) of north elevation.





Rear elevation.

The first story of the east, or rear, elevation has been somewhat altered, with the circa 1960s enclosure of a back porch to convert it to a laundry/utility room that provides a rear entrance to the house. That rear entrance is accessed by a slate walkway that splits to lead to a brick stairway (that replaced an earlier set of wooden stairs) comprised of two symmetrical flights ascending to a common intermediate landing before converging into a larger single flight, both added in the late 1960s. The rear entrance utilizes what appears to have been the house's original front door. That door is identical to the side entry door on the house's south elevation. Several of the first-floor 6-over-6 windows were also altered circa 1960s, but the upper half-story gabled 4-over-4 windows remain intact.³¹

³¹ Hoyle interview.



*Brick stair and rear entrance into laundry room and back door (above),
and detail of upper half-story dormer (below).*



The south elevation is only slightly less elaborate than the west façade. It, too, boasts a porch of similar design to that of the primary façade. Although this side porch gives the same overall impression as the west front porch, it is actually somewhat less elaborate. Its posts are turned rather than chamfered, its balustrade is slightly less heavy than that of the main porch, and while the brackets at the head of each post are almost identical to those on the front porch, the cluster of brackets above each post and under the eaves is not present. Like the front porch, the side porch features a window with crosstetted surround and an entrance like that on the front, only in this case the original door with its square, rectangular and round arched panels remains intact. Between the door and main window of the porch, two small windows have been cut into the porch wall. To the right of the porch, the first story of this elevation differs from the others. Here, the projecting bay exhibits a paired window with 4-over-4 sash, all of which is encompassed by a crosstetted surround and a triangular pediment with incised decoration matching that of the window above.



Front and south elevations.



*South elevation porch and detail of first floor window (above) and
detail of siding and south elevation porch ceiling (below).*





South elevation entrance.

Note the similarities between the doors on the south and rear elevations.

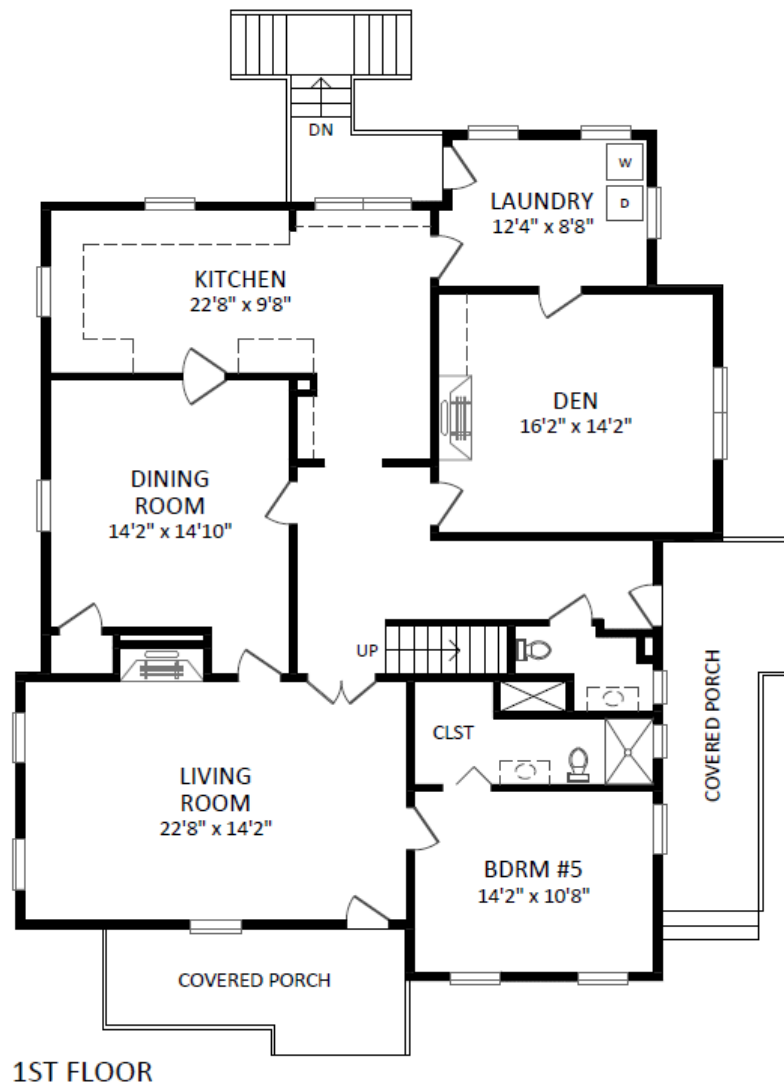
Other features of the exterior include two interior brick chimneys and a brick pier foundation infilled at least as early as the 1940s with brick in a running bond pattern.³²



South elevation foundation.

³² Gamble Family Album, 218.

Interior (first floor)



Floor plan of first floor of Brattain House.

Many common elements original to the house's construction remain extant throughout its interior, including wooden floors, plaster walls, crown and baseboard moldings, crystal and brass doorknobs and other door hardware, window and door surrounds, and two to six paneled solid wood interior doors. Although the interior underwent several alterations during the latter half of the twentieth century to suit the needs of its residents – most significantly, the kitchen, breakfast room, and laundry room, as well as the first floor's dropped ceiling – numerous original details of interest remain. The south side entrance of the house leads to a transverse stair hall that features a late Victorian stairway with turned balustrade and heavily turned newel. That is the house's sole interior stairway. Two acorn-shaped pendills decorate the corners of the second floor opening above the stairway.



First floor stair hall from south elevation entrance (above, left) with entry to powder room (above, right); interior of powder room (below).³³



³³ The powder room was installed beneath the stairs before the Hoyle family moved into the house in 1958. Hoyle interview.



*First floor stair hall and stairway.
The doorway in the left foreground leads to the den. The door in the rear center is the south elevation entrance; to its right is the powder room door.
Picture also shows illustrative original wood floors and crown and baseboard moldings typical throughout the house, as well as the acorn-shaped pendills.*



Detail of acorn-shaped pendill and molding in first floor stair hall (above) and detail of balustrade and newel (below). The glass paned door in the image below leads to the living room. The six panel wooden door in the background is the main entrance.





Living room from northwest corner (above). The center glass paned double doors lead to the stair hall. The doorway to its right leads to Bedroom #5. The glass paned door to the right of the fireplace leads to the dining room. The main entrance is visible from the northeast corner of the living room (below). Both pictures show illustrative molding and door and window surrounds typical throughout the house.





Detail of living room gas fireplace, mantel, and marble inset dating back to at least the mid-twentieth century. Roberta Hoyle and Carlette and Ed Beam (below; left to right) in front of living room fireplace, circa 1962.





Above: Bedroom #5 from southwest corner; the right door leads to a modern bathroom with no character-defining historical features. Below: Bedroom #5 from living room entrance.





Dining room, from kitchen entrance (above). Glass paned door on left leads to living room. The closet in the center background includes illustrative mid-twentieth century built-in organizational shelving (below) typical of several closets throughout the house.





Dining room, from living room entrance (above). The four-panel door in the center background leads to the kitchen. The doorway on the right leads into the stair hall. View from stairway (below) shows entrance to dining room (on left) and swinging galley doors to kitchen (on right).





Stair hall (above) into the den, with kitchen entry on left. Den (below), with doorway to stair hall in the background and doorway to laundry room on the right.



The den features an elaborate late Victorian carved wooden mantel, perhaps moved from another room of the house. Each side of the mantel has paired, engaged, spindle-like colonettes, and the pointed-arch frieze is edged with a spool-like beading. Acorn-shaped pendills, echoing the two pendills in the hallway, decorate the center as well as either side of the frieze. Carved roundels and half-roundels complete the design of the mantel.



Den fireplace and mantel.

As shown in the image on the next page, the mantel was once covered with multiple layers of paint. In the 1960s, the Hoyle family hired local handyman James Donaldson to restore the den fireplace mantle to its original state and to construct the den's built-in bookshelves. Also shown on the next page is the glass paned door that was the original backdoor of the house. The door now provides entry into the circa 1960s laundry room. The den wall opposite that door once included a second entry into the stair hall that was closed over circa 1960s.³⁴

³⁴ Ibid. The Hoyle family shares historian Laura Phillips' belief that the mantel is original to the house. Ibid.



Photo of den mantel, circa 1952.

Source: Gamble Family Album, 344.

The house's original backdoor (below) now provides passage from the den to the laundry room.





*Laundry room (above), rear exterior exit from laundry room (below left),
and entry from kitchen into laundry room (below right).*



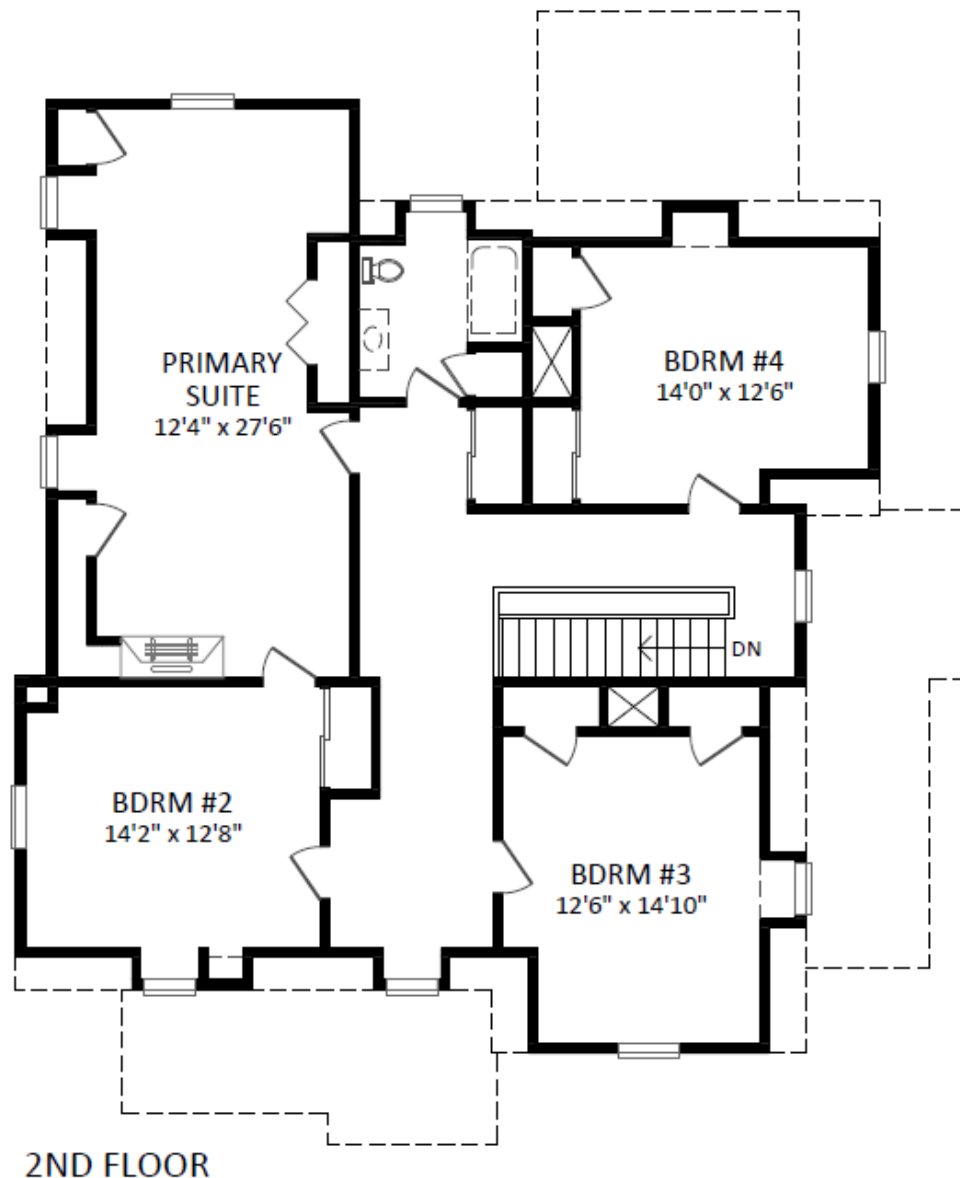
In the 1970s, the Hoyle family modernized the kitchen and breakfast room and replaced the house's oil furnace with central air.³⁵



Kitchen (left) and breakfast room, circa 1970s. The kitchen cabinetry has since been removed.

³⁵ Ibid.

Interior (second floor)



Floor plan of upper half-story of Brattain House.

The stairway ascends to a second floor transverse hall that provides access to Bedroom #4 and opens into a wider main hall that runs east to west and includes two unique features. A wooden horizontal ballet barre is mounted along the main hall's north wall. Hopeful that daughters Roberta and Carlette would pursue ballet through programs available at nearby Davidson College, Isabel Hoyle had the barre installed when the girls were still young to encourage practice. At the west end of the main hall is a built-in study desk and sewing table that Roberta Hoyle believes was installed in the late 1960s.³⁶

³⁶ Ibid.

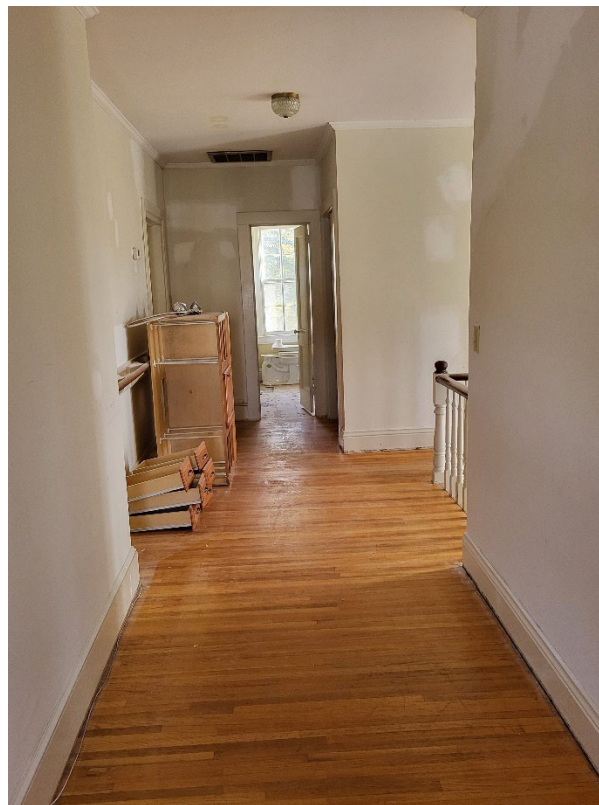


Second floor transverse hall looking north (above, left) and south (above, right). North view shows horizontal ballet barre; detail of barre below. South view shows door to Bedroom #4 on the left.





*Built-in study desk and sewing table at west end of second floor main hall.
Entrance to Bedroom #2 on right and to Bedroom #3 on left.*



Second floor main hall looking west (above, left) and east to bathroom (above, right). Doorway to Primary Suite (below) is on the north hallway wall to the left of the bathroom doorway.



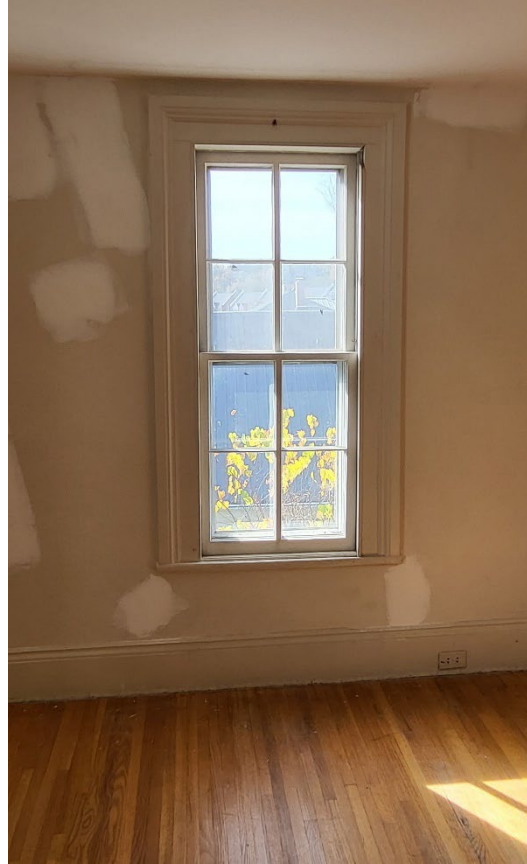
The Hoyle family occupied the upstairs bedrooms. Bedroom #2 – which is connected to the Primary Suite – was Ed’s bedroom, but he was allowed to move into Bedroom #5 downstairs when he became a teenager. As a comparable benefit, each of the two girls was permitted to redecorate her bedroom upon becoming a teenager, including the addition of the built-in window seats and drawers designed by Ben Wilson of Charlotte. Located at the top of the stairs, Roberta’s room (Bedroom #4) was redone in mid-1970s. Carlette’s room (Bedroom #3) was redecorated in the late 1960s.³⁷

The upper walls of the second floor bedrooms slant inward to accommodate the shape of the roof. The interior doors of the second floor vary in design with between two and six panels. Most of the interior doors and windows featured molded surrounds. Bedroom #2 differs from the other bedrooms in two respects: it is the only bedroom with a built-in bookcase, and the door and window surrounds are more ornately detailed.



Bedroom #4 from southwest corner. Note the built-in window seat and drawers.

³⁷ Ibid.



Bedroom #4, detail of built-in window seat/drawers and corner trim (above, left) and south-facing (above, right) window, and vintage light fixture illustrative of second floor light fixtures (below).





*Bedroom #3 from northeast (above) and northwest corners (below).
Note the built-in window seat and drawers and closet shelving.*





Bedroom #3, view of door and doorway into main hall (above), and vintage light fixture (below).





Bedroom #2 from northwest corner (above). The doorway to the left of the closet connects to the Primary Suite; the doorway to the right of the closet leads to the main hall. Bedroom #2 from doorway to Primary Suite (below). Note the built-in bookcase.





Bedroom #2, detail of door and window surrounds (above) and built-in bookcase (below).





Bedroom #2, looking into Primary Suite (above, left), and glass paned door connecting Primary Suite and Bedroom #2 (above, right).

The Primary Suite was originally three separate rooms, including a small room that contained the fireplace. The fireplace features an early twentieth century mantel of Colonial Revival influence. Prior to the Hoyle family's 1958 move into the Brattain House, the walls separating those three rooms were removed to make the single larger Primary Suite. The fireplace and chimney remained inoperable prior to and throughout the Hoyles' residency in the house. The tiles surrounding the fireplace were hand painted by Carlette Beam sometime during the 1970s.³⁸

³⁸ Ibid.



Primary Suite from southwest (above) and northeast (below) corners.





*Primary Suite fireplace and mantle (above),
and detail of hand painted tiles by Carlette Beam, circa 1970s (below).*





*Primary Suite, left closet on north wall (above). Note original five-panel door with original hardware.
Interior of left closet (below).*





*Primary Suite, right closet on north wall (above). Note original five-panel door with original hardware.
Second floor bathroom, entrance (below, left) and closet (below, right) doors.*





*Second floor bathroom, wood lath and plaster wall system (above).
Illustrative examples of door hardware typical throughout the house (below).*



Interior Designation Parameters

In order to recognize the historical and architectural significance of the John Eli Brattain House, it is recommended that the landmark designation include the entire interior of the house. In support of the request for landmark designation of the interior of the Brattain House, the property owner has provided written consent for interior review of the house pursuant to N.C. Gen. Stat. § 160D-947(b). Character-defining features of the interior of the house include the following:

John Eli Brattain House

Features Located Throughout the House

Wooden floors

Plaster walls

Crown and baseboard moldings

Crystal and brass doorknobs and other door hardware

Window and door surrounds

Solid wood interior doors of various design with two to six panels

Interior: First Floor

Stair Hall and Stairs

Late Victorian stairway with turned balustrade and heavily turned newel

Two acorn-shaped pendills

Living Room

Fireplace and mantel

Dining Room

Closet organizational shelving

Den

Fireplace and mantel

Glass paned door to laundry room

Interior: Second Floor

Main Hall

Ballet barre

Built-in study desk and sewing table

Bedroom #4

Built-in window seat and drawers

Vertical wood corner trim

Light fixture

Bedroom #3

Built-in window seat and drawers

Closet organizational shelving

Light fixture

Bedroom #2

Built-in bookshelf

Light fixture

Primary Suite

Fireplace and mantel

Closet organizational shelving

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TOWN OF DAVIDSON BOARD OF COMMISSIONERS (the “Town Board”) adopts the following ordinance designating as a Historic Landmark a property known as the “John Eli Brattain House” (listed under Tax Parcel Number 00701884 and including the interior and exterior of the building and the approximately 0.322 acre of land listed under Tax Parcel Number 00701884 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2024). The property is located at 305 South Main Street in Davidson, North Carolina, and is owned by 305 Main Holdings LLC.

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160D, Article 9, as amended, of the General Statutes of North Carolina have been met; and

WHEREAS, the members of the Town Board of Davidson, North Carolina, have taken into full consideration all statements and information presented at a public hearing held on the 22 day of October, 2024, on the question of designating a property known as the John Eli Brattain House as a historic landmark; and

WHEREAS, the members of the Charlotte-Mecklenburg Historic Landmarks Commission have taken into full consideration all statements and information presented at a public hearing held on the 14th day of October, 2024, on the question of designating a property known as the John Eli Brattain House as a historic landmark; and

WHEREAS, the circa 1883 John Eli Brattain House is architecturally notable as a rare example of a Folk Victorian style residence with significant Carpenter Gothic and Italianate influences; and

WHEREAS, the John Eli Brattain House is also architecturally notable for the high degrees of integrity as to its interior and exterior design, materials, and workmanship, prompting the house's identification as a contributing structure for the National Register of Historic Places listing of the Davidson Historic District; and

WHEREAS, the John Eli Brattain House – distinguished by its uniquely exuberant exterior ornamentation and its corner lot on South Main and Walnut Streets – has been a prominent focal point of Davidson's downtown corridor for more than 140 years;

WHEREAS, the John Eli Brattain House also has substantial associative history as the home of the notable nineteenth-century Davidson carpenter, woodworker, mechanic, entrepreneur, and civic leader John Eli Brattain, who designed, built, and dwelt in the house for nearly three decades; and

WHEREAS, the John Eli Brattain House still features several interior and exterior elements original to its construction, including by way of example only its icicle-like bargeboard, three-dimensional pendills, decorative brackets, porches with turned spindles and ornate spandrels, intricately incised window top and dormer designs, wooden floors, plaster walls, decorative moldings, solid wood paneled interior doors and associated hardware, fireplaces and mantels, door and window surrounds, and the late Victorian stairway with turned balustrade and heavily turned newel; and

WHEREAS, the land and associated property upon which the John Eli Brattain House is situated appropriately reflects and preserves the historic location and setting of

the structure, and therefore possesses its own special historical significance independent of the structure; and

WHEREAS, based on the additional information detailed in the *Local Landmark Designation Report for the John Eli Brattain House* (May 2024, Revised September 2024), all of which is incorporated herein by reference, the Charlotte-Mecklenburg Historic Landmarks Commission has demonstrated that the John Eli Brattain House possesses special significance in terms of its history, architecture, and/or cultural importance; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has jurisdiction over portions of the property known as the John Eli Brattain House, because consent for interior design review of the building has been given by the owner, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the property known as the John Eli Brattain House is owned by 305 Main Holdings LLC.

NOW, THEREFORE, BE IT ORDAINED by the members of the Town Board of Davidson, North Carolina:

1. That the property known as the “John Eli Brattain House” (listed under Tax Parcel Number 00701884 and including the interior and exterior of the building and the approximately 0.322 acre of land listed under Tax Parcel Number 00701884 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2024) is hereby designated as a historic landmark pursuant to Chapter 160D, Article 9, as amended, of the General Statutes of North Carolina. The location of said landmark is noted as being situated at 305 South Main Street in Davidson, North Carolina. Interior and exterior

features are more completely described in the *Local Landmark Designation Report for the John Eli Brattain House* (May 2024, Revised September 2024).

2. That said interior and exterior are more specifically defined as the historic and structural fabric of the property, especially including all original interior architectural features, all original exterior architectural features, and the contours of landscaping.

3. That said designated historic landmark may be materially altered, restored, moved, or demolished only following issuance of a Certificate of Appropriateness by the Charlotte-Mecklenburg Historic Landmarks Commission. An application for a Certificate of Appropriateness authorizing the demolition of said landmark may not be denied, except if such landmark is judged to be of State-wide significance by duly authorized officials of the North Carolina Division of Archives and History. However, the effective date of such Certificate may be delayed in accordance with Chapter 160D, Article 9, of the General Statutes of North Carolina as amended.

4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material, or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition, or removal of any such feature when a building inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances, or regulations. Owners of locally designated historic landmarks are expected to be familiar with and to follow *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating*

Historic Buildings, the guidelines used by the Charlotte-Mecklenburg Historic Landmarks Commission to evaluate proposed alterations or additions.

5. That a suitable sign may be posted indicating that said property has been designated as a historic landmark and containing any other appropriate information. If the owner consents, the sign may be placed on said historic landmark.

6. That the owner of the historic landmark known as the John Eli Brattain House be given notice of this ordinance as required by applicable law and that copies of this ordinance be filed and indexed in the offices of the Town Clerk, Building Standards Department, Mecklenburg County Register of Deeds, and the Tax Supervisor, as required by applicable law.

7. That which is designated as a historic landmark shall be subject to Chapter 160D, Article 9, of the General Statutes of North Carolina as amended, and any amendments to it and any amendments hereinafter adopted.

Adopted the ____ day of _____, 2024, by the members of the Town Board of Davidson, Mecklenburg County, North Carolina.

Town Clerk

Attachment: Permission of Owners for Interior Design Review, dated June 6, 2024 (Exhibit A).

Approved as to form:

Town Attorney

PERMISSION OF OWNERS FOR INTERIOR DESIGN REVIEW

(Please complete this portion of the application only if interior is included in the designation.)

Pursuant to North Carolina General Statute 160D-947(b) on historic landmarks, we,

John B Johnstone

owners of record, do hereby request designation of interior spaces as such spaces have been deemed to have architectural, artistic, cultural, or historical significance. We understand that changes to designated portions of the property are subject to design review for compliance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. We give permission to the Charlotte-Mecklenburg Historic Landmarks Commission to exercise jurisdiction for design review over all interior designated portions of the following building or buildings located at:

Name of Historic Landmark: **Brattain House**

Street Address of Building or Buildings: **305 S. Main St.**

City, State, and Zip: **Davidson, NC 28036**

Tax Parcel Number or Numbers: **00701884**

Signature *John B Johnstone*
Owner

Name (Print) **John B Johnstone**

Date **6/06/2024**

Signature *John B Johnstone*
Owner

Name (Print) **John B Johnstone**

Date **6/06/2024**

Proposed Motion:

Motion to adopt Ordinance 2024-10 designating as a historic landmark the property known as the “John Eli Brattain House,” including the interior and exterior of the building, and the approximately 0.322 acre of land listed under Tax Parcel Number 00701884.

