



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, December 10, 2024 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS

III. CHANGES / ADOPTION OF THE AGENDA

IV. PRESENTATIONS

a. Recognition of Retiring Police Officer Ramiro Better

Summary: Town officials and members of the Police Department will recognize and thank Officer Ramiro Better for eight (8) years of committed service to the Town of Davidson.

b. 2024 Davidson Main Street Grant Awards

Summary: The Davidson Board of Commissioners approved \$15,000 to fund the 2024 Davidson Main Street Business Grant Program to further the Board's strategic plan initiatives of Historic Preservation and Economic Development. 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. This year's recipients are King Canary Brewing Company, Ascot Diamonds, and The Jewel Box.

c. Recognition of Davidson K-8 PTO as Recipients of Town of Davidson's Inaugural Placemaking Grant

Summary: The Davidson Board of Commissioners approved \$5,000 last fiscal year to fund the inaugural Placemaking Grant to further the Board's strategic initiatives of a well-planned and livable community. A specific priority strategy included implementing community engagement activities in strategic locations to support dynamic community gathering places. This fall, grant recipient Davidson K-8 PTO installed enhanced colorful crosswalk treatments adjacent to the school and a tiger head street mural on South Street.

V. 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.

VI. PUBLIC HEARING

a. Historic Landmark Designation of 225 Armour Street Mill House

Summary: The Armour Street Mill House (circa 1913) was built as part of an expansion of the mill village of Delburg Cotton Mill, Davidson's second cotton mill. It was one of six houses built by local builder W. E. Potts on property originally planned as the Armour Heights development. The houses were owned as part of the mill – even as the mill changed hands among different ownership groups – until 1950, when then owner Palomino Mills sold its workforce housing to Economy Homes of Winston-Salem. William W. and Carrie Stanley Edwards purchased the house from Economy Homes in 1951, and it has since been privately owned. The house is historically significant as a means both for interpreting the life of mill village residents in the twentieth century and for conveying a historic association with the evolution of Mecklenburg County's textile industry and industrial housing. Situated in a neighborhood faced with increasing development pressures, the Armour Street Mill House is one of the most intact, and thereby best extant examples, of the common mill house constructed as part of the expansion of the Delburg mill village.

VII. 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 November Meeting Minutes

Summary: Draft Meeting Minutes from November 12 and November 26 regular meetings.

b. Consider Approval of Resolution 2024-31 Contiguous Annexation Petition: Portion of Catawba Avenue/State Road 2197 - Set the Public Hearing Date

Summary: The Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet per attached Annexation Plat Map, from the NCDOT Secondary Road System. Request the board approve Resolution 2024-31 to set the date of the public hearing of the proposed annexation for Tuesday, January 28, 2025 at 6:00 p.m.

c. Consider Approval of Resolution 2024-32 Contiguous Annexation Petition: 19227 Shearer Road - Set the Public Hearing Date

Summary: The property owner is requesting a voluntary contiguous annexation of 19227 Shearer Road, Parcel #00724112. Requesting the board to consider approval of Resolution 2024-32 to set the date of the public hearing of the proposed annexation for Tuesday, January 28, 2025. at 6:00 p.m.

d. Consider Approval of Resolution 2024-33 Prohibiting Viewing or Saving Pornography on Town Networks and Devices

Summary: The NC General Assembly enacted a new statute, N.C. Gen. Stat. § 143-805, in Session Law 2024-26, which requires local governments to adopt a policy prohibiting employees, elected officials, and appointees from viewing pornography on Town networks and devices. This policy must be adopted before January 1, 2025. In order to comply with this new law that is applicable to all local governments in North Carolina, the town attorney and staff recommend approval of this policy.

e. Consider Approval of 2025 Town Board Meeting Schedule

Summary: Attached to the agenda is the draft 2025 town board meeting schedule with meetings generally on the 2nd and 4th Tuesday of the month and a mid-term retreat on Wednesday, January 8, 2025.

f. Consider Approval of Acceptance of Real Property at 956 Shearer Street

Summary: The Davidson Cottages Conditional Master Plan, approved by the Board of Commissioners on October 23, 2020, required the development project to secure additional land within the Critical Watershed area to utilize for the transfer of built-upon area from the vacant site to the project site. As part of that approval, the developer improved the land as a public park with the intent that Town of Davidson would one day assume ownership and maintenance responsibility. The deed and plat for 956 Shearer St. represent the fulfillment of that approval and will formally transfer this land to the Town of Davidson once adopted by the Board of Commissioners. The Board is asked to accept the real property at 956 Shearer St. as described in deed and recorded by plat for the town's ownership and maintenance.

VIII. BUSINESS ITEMS

a. Discuss Sloan House Request for Proposals (RFP)

Presenter: Lindsay Laird, Senior Planner

Summary: In 2023, the Town commissioned a building conditions assessment and use study for the Sloan House, located at 230 South Main Street, partially funded with a federal Historic Preservation Fund grant for Certified Local Governments from the National Park Service. The purpose of the study was to ascertain the current material health of the building, form recommendations for ongoing maintenance, and brainstorm possible adaptive reuse strategies sensitive to the building's historic character.

Based on the Sloan House study, staff partnered with the Charlotte-Mecklenburg Historic Landmarks Commission to draft a Request for Proposals (RFP) for adaptive reuse and/or redevelopment of the Sloan House. The Town seeks a buyer for the Sloan House who has a vision for development that aligns with the proposed development programs outlined in the Sloan House study. The ultimate objective is

for the completed project to be an aesthetically appealing historic asset preserved for Davidson, an active and vibrant contributor to the local economy, and a visible connection between Davidson's historic downtown core and the South Main Street business district.

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

b. Consider Approval of Historic Gym Contract

Presenter: Douglas Wright, Project Manager

Summary: In January 2024, the Town engaged the design-build team of Balfour-Beatty and Creech & Associates to rehabilitate the historic gymnasium located at 251 South Street. In May 2024, the Board of Commissioners approved a floor plan designated as "Option 5", in which the existing balcony is removed and restrooms are added in an addition constructed on the rear of the building. With 60% design complete, the design-build team has indicated the cost estimate has increased. Staff presented options at the November 26, 2024 Board meeting. Option 2 is included in the presentation for consideration tonight. It is important to note, in order to be eligible for an American Rescue Plan Act grant of \$2,000,000, the Town must be under contract by December 31, 2024. If a contract is executed, the construction completion date is December 30, 2026

Action/Proposed Motion: MOTION 1: To approve the Historic Gymnasium Rehabilitation Contract with Balfour Beatty Construction, LLC.

MOTION 2: To approve the allocation of 2021 and 2023 G.O. Bond Funds to the Historic Gymnasium Rehabilitation Project as presented.

MOTION 3: To approve Budget Amendments 2025-16 and 2025-17.

c. Consider Adoption of Ordinance 2024-12 Historic Landmark Designation of 225 Armour Street Mill House

Presenter: Lindsay Laird, Senior Planner

Summary: The Armour Street Mill House (circa 1913) was built as part of an expansion of the mill village of Delburg Cotton Mill, Davidson's second cotton mill. It was one of six houses built by local builder W. E. Potts on property originally planned as the Armour Heights development. The houses were owned as part of the mill – even as the mill changed hands among different ownership groups – until 1950, when then owner Palomino Mills sold its workforce housing to Economy Homes of Winston-Salem. William W. and Carrie Stanley Edwards purchased the house from Economy Homes in 1951, and it has since been privately owned. The house is historically significant as a means both for interpreting the life of mill village residents in the twentieth century and for conveying a historic association with the evolution of Mecklenburg County's textile industry and industrial housing. Situated in a neighborhood faced with increasing development pressures, the Armour Street Mill House is one of the most intact, and thereby best extant examples, of the common mill house constructed as part of the expansion of the Delburg mill village.

Action/Proposed Motion: Motion to adopt Ordinance 2024-12 designating as a historic landmark the property known as the "Armour Street Mill House," including the exterior of the building and the approximately 0.114 acre of land listed under

Tax Parcel Identification Number 00326211.

d. 2024 Annual Accomplishments

Presenter: Austin Nantz, Assistant Town Manager

Summary: Staff will report on a compilation of achievements by the Town of Davidson during the 2024 calendar year. This report, put together by the Town Manager, Assistant Town Manager, and staff, includes significant projects and highlights as they relate to calendar year 2024 and the 2024-2025 Strategic Plan.

This annual report provides a look at the depth of services the Town provides to its residents and businesses.

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

IX. SUMMARIZE MEETING ACTION ITEMS

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

X. ADJOURN



Landmark Designation Report for the



Armour Street Mill House 225 Armour Street Davidson, North Carolina

Prepared by:
Susan V. Mayer, Principal
September 2024

SVM
**HISTORICAL
CONSULTING**

Charlotte, North Carolina
<https://www.svmhistorical.com>
susan@svmhistorical.com

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General Information

Historic Names of Property:	Armour Street Mill House
Address of Property:	225 Armour Street, Davidson, North Carolina 28036
PIN:	00326211
Deed Book & Page:	Mecklenburg County Deed Book 38026, Page 535
Amount of Land/Acreage to be Designated:	0.014 acres
Ad Valorem Tax Value:	The 2024 Real Estate Assessed Value of parcel 00326211 which includes Armour Street Mill House is \$287,800.
Recommendation for Designation:	Exterior designation of the house and all the property within Mecklenburg County parcel 00326211.
Name/Address of Current Property Owner:	Michael L. and Alicia O'Sullivan 248 Grey Road Davidson, NC 28036

Chain of Title

Grantor	Grantee	Date	Deed Book/Page	Notes
R. M. Armour	J. S. Harris	November 12, 1909	280/474	Lots 6, 7, 8, & 9 of Armour Heights
John D. L. Brown and wife, Lula A. Brown, et. al. (all heirs at law of the late J. S. Harris, deceased)	W. C. Kimmons	September 1, 1910	283/400	Lots 6, 7, 8, & 9 of Armour Heights
W. C. Kimmons (unmarried)	Mrs. S. J. Kimmons	December 11, 1911	280/475	Lots 6, 7, 8, & 9 of Armour Heights
Hugh M. Kimmons and his wife Sallie J. Kimmons	W. C. Kimmons	August 9, 1912	290/450	Lots 6, 7, 8, & 9 of Armour Heights
W. C. Kimmons and wife Annie Kimmons	Plummer Stewart	August 9, 1912	300/121	Deed in Trust to guarantors for a total of \$200, satisfied November 18, 1912 Lots 6, 7, 8, & 9 of Armour Heights
W. C. Kimmons and wife Annie Kimmons	Delburg Cotton Mill	October 25, 1912	303/79	Lots 6, 7, 8, & 9 of Armour Heights
Davidson Mills Corporation	W. F. McCanless	March 5, 1947	1237/221	
W. F. McCanless	Palomino Mills, Inc.	October 15, 1947	1350/237	
Palomino Mills, Inc. (formerly	Economy Homes, Inc.	October 31, 1950	1475/353	

Davidson Cotton Mills Company)				
Economy Homes, Inc.	W. W. Edwards and wife Carrie S. Edwards	March 15, 1951	1486/499	"Being all of Lot Numbered EIGHTY-ONE (81) as shown upon the map of 'Palomino Mill Village Property'"
Carrie S. Edwards, widow	James Marshall Case	August 3, 1989	6088/23	
James Marshall Case	Dr. Robert L. Gochnauer	August 3, 1989	6088/21	
Robert L. Gochnauer and wife, Karen Gochnauer	Virgil John Foster and wife, Jennifer B. Foster as tenants by the entirety, with Virgil P. Foster, Jr. and wife, Edith B. Foster as tenants by the entirety, both as 1/2 owners as tenants in common	July 11, 1997	9152/482	
Virgil John Foster and wife, Jennifer B. Foster as tenants by the entirety, with Edith B. Foster, widow	Virgil John Foster and wife, Jennifer B. Foster	January 27, 1998	9467/843	
Virgil John Foster and wife, Jennifer B. Foster	Brett L. Hecker and Cara L. Brady	September 30, 2003	16227/325	

Brett L. Hecker and Cara L. Brady (both unmarried)	Hunter's Ventures, LLC	December 9, 2005	19741/275	
Hunter's Ventures, LLC	Michael L. O'Sullivan and wife, Alicia O'Sullivan	March 30, 2023	38026/535	
<i>Source: Mecklenburg County Registrar of Deeds</i>				

Abstract

Statement of Significance

The Armour Street Mill House was built ca. 1912-1913 as part of an expansion of the Delburg Cotton Mill village in Davidson. The house was one of six built by local builder W. E. Potts on property originally planned as the suburban Armour Heights development. The houses were owned as part of the mill until 1950, when the mill divested its workforce housing. William W. and Carrie Stanley Edwards purchased the house in 1951, and it has since been privately owned. The Armour Street Mill House is historically significant as a means both for interpreting the life of mill village residents in the twentieth century and for conveying a historic association with the evolution of Mecklenburg County's textile industry and industrial housing. The house has a medium degree of material integrity and is one of the most intact, and thereby best extant examples, of the common mill house constructed as part of the expansion of the Delburg Mill and associated mill village.

Given the Armour Street Mill House's close relationship to the surrounding environment and landscape, information concerning worker health, nutrition, quality of life, worker identity, and the relationship between the various mill companies that operated the facility and their employees may be obtainable from the archaeological record, providing information valuable to the understanding and interpretation of the property and its occupants. Therefore, archaeological remains may well be an important component of the significance of the property and significant to the broader Delburg Cotton Mill and village. At this time, no investigation has been done to discover these remains, but it is possible that they exist, and this should be considered in any development of the property.

Integrity Statement

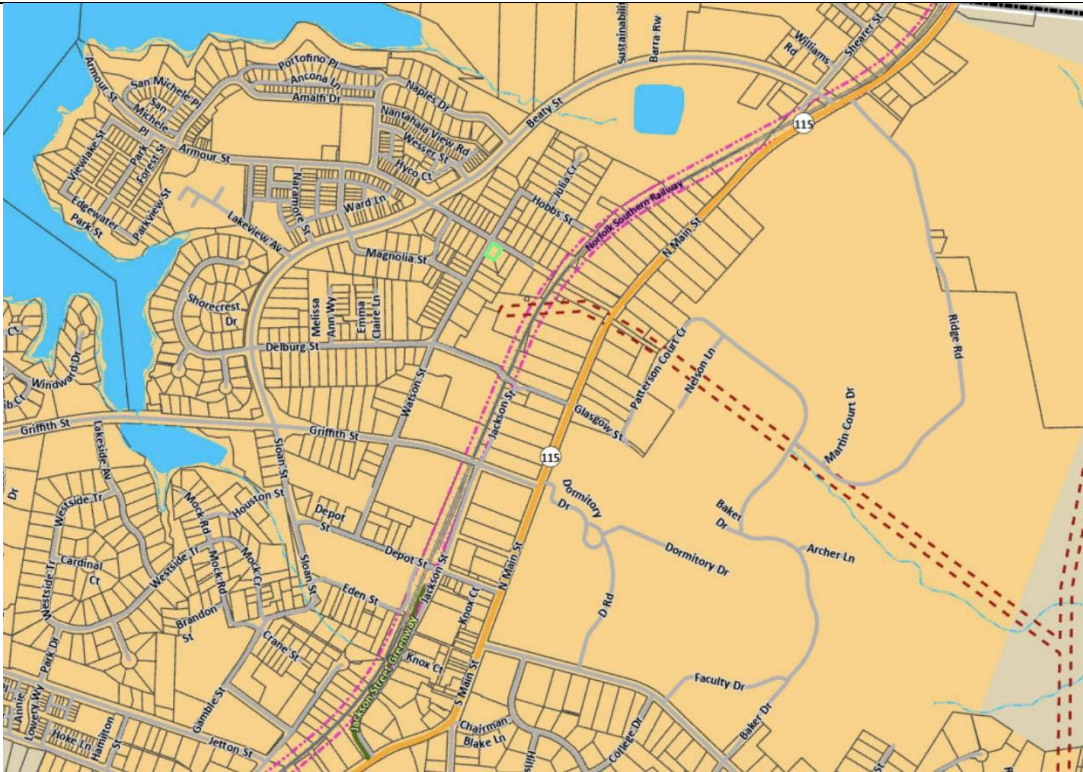
Location	HIGH	The Armour Street Mill House is located at its original site of construction ca. 1912-1913.
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Design	HIGH	The Armour Street Mill House has a high degree of integrity of design as it retains the physical form and appearance of a typical one-story side-gabled frame mill house. A modest gabled addition made to the rear of the house ca. 1960 does not detract from the original design and is minimally visible from street view.
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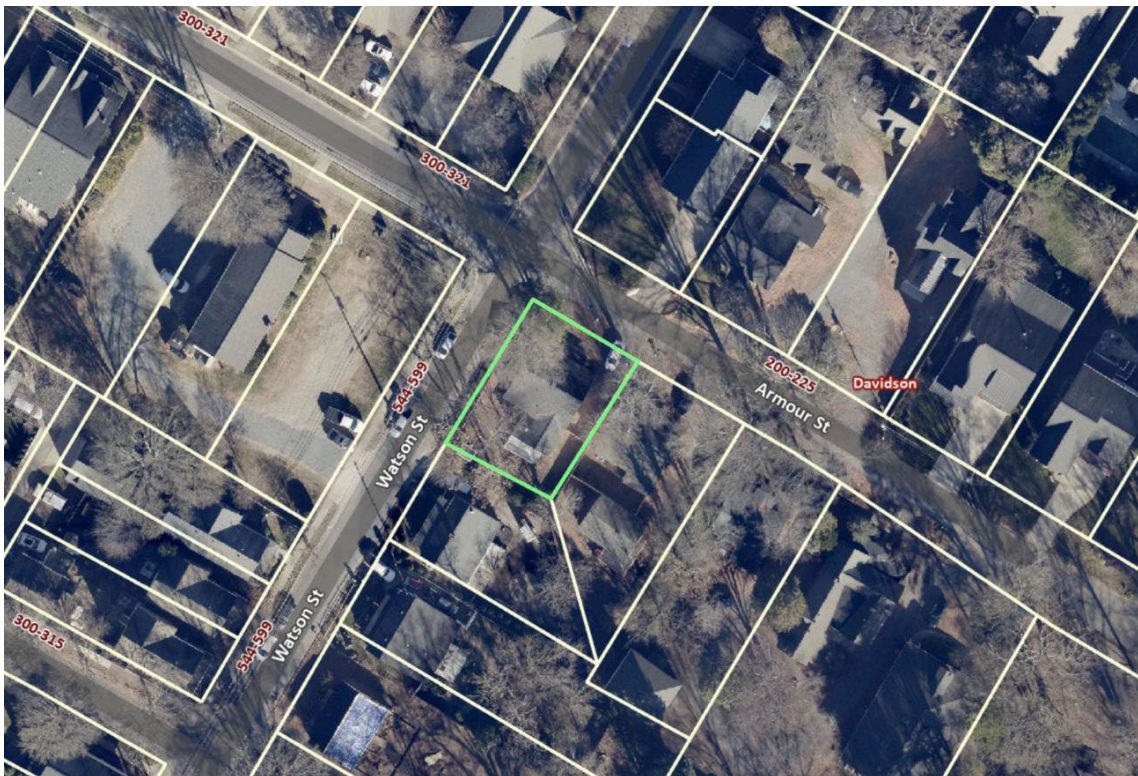
Setting	MEDIUM	The Armour Street Mill House is located at the corner of Armour Street and Watson Street in Davidson in the former Delburg Mill Village. Many of the surrounding mill houses have been demolished and replaced with two-story homes. However, the general character and feeling of the mill village is intact.
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Materials	MEDIUM	The Armour Street Mill House retains a medium degree of material integrity with wood weatherboard German siding, the brick foundation, and brick chimney.
Workmanship	HIGH	The Armour Street Mill House was constructed by local builder W. E. Potts. It reflects the craftsmanship that Potts displayed in many properties in the town.
Feeling	HIGH	The Armour Street Mill House is located at the corner of Armour and Watson Streets a block from the former Delburg Cotton Mill. Since this section of the former mill village has had less development encroachment than properties closer to the mill, it evokes a high sense of feeling of the historic setting of the Delburg Mill Village.
Association	HIGH	The Armour Street Mill House has a high degree of integrity for its association with the lives of people who worked at the Delburg Cotton Mill from the time of the home's construction in ca. 1912-1913 until the mill's closure in 1950.

Maps



Source: Polaris (2024)



Source: Polaris (2024)

Historical Background

The Armour Street Mill House (ca. 1912-1913) was built as part of an expansion of the Delburg Cotton Mill village in Davidson. The house was one of six built by local builder W. E. Potts on property originally planned as the suburban Armour Heights development. The houses were owned as part of the mill until 1950, when the mill divested its workforce housing. William W. and Carrie Stanley Edwards purchased the house in 1951, and it has since been privately owned. The Armour Street Mill House is historically significant as a means for interpreting the life of mill village residents in the twentieth century, as well as conveying a historic association with the evolution of Mecklenburg County's textile industry and industrial housing. The Delburg Cotton Mill opened in 1907 as the second mill in Davidson, a small town in northern Mecklenburg County which grew around Davidson College. These cotton mills represented the diversification of industry in Davidson during the peak years of cotton production in the South. Mills such as Delburg attracted workers from tenant farms and other agricultural pursuits, offering a steady paycheck and hope for improvement in their family's standard of living. The house is one of the most intact, and thereby best extant examples, of the mill houses constructed as part of the Delburg Mill expansion.

Delburg Cotton Mill

In July 1907 a group of businessmen filed a Certificate of Incorporation for the Delburg Cotton Mill. Named for its location near the Mecklenburg and Iredell county lines, a mashup of the last syllable of each county name, the cotton mill was the second to open in Davidson, as the Linden Cotton Mill had operated since 1890. R. M. Armour, whose family had resided in the Davidson area since the early days of Mecklenburg County, recognized the opportunity that new industry could offer to those who owned land near the new mill. He platted a portion of his land just north of the mill and advertised lots for sale in Armour Heights. A notice of the public sale to be held on November 12, 1909, was published in the *Observer*:

The sale of lots on what is to be known as Armour Heights, an elevated tract of land lying just north of west of the cemetery and across the railroad, began this evening when quite a number of lots were disposed of. The prevailing size of the lots is 60 by 150 feet, though some are much larger. In a few instances prices may have reached the expectations of those back of the move but as a rule the property sold cheap enough.

The property is well situated and with an overhead bridge placed over the deep railroad cut and a street opened to North Main the lots are in easy reach of the business part of town and the campus and not more than 600 feet from the depot.

The new streets are to be known as Armour avenue, Hobbs, Delburg, Broad. Others as time may make advisable will be marked off and more lots put on the market.¹

¹ "Davidson," *Charlotte Daily Observer*, November 13, 1909.

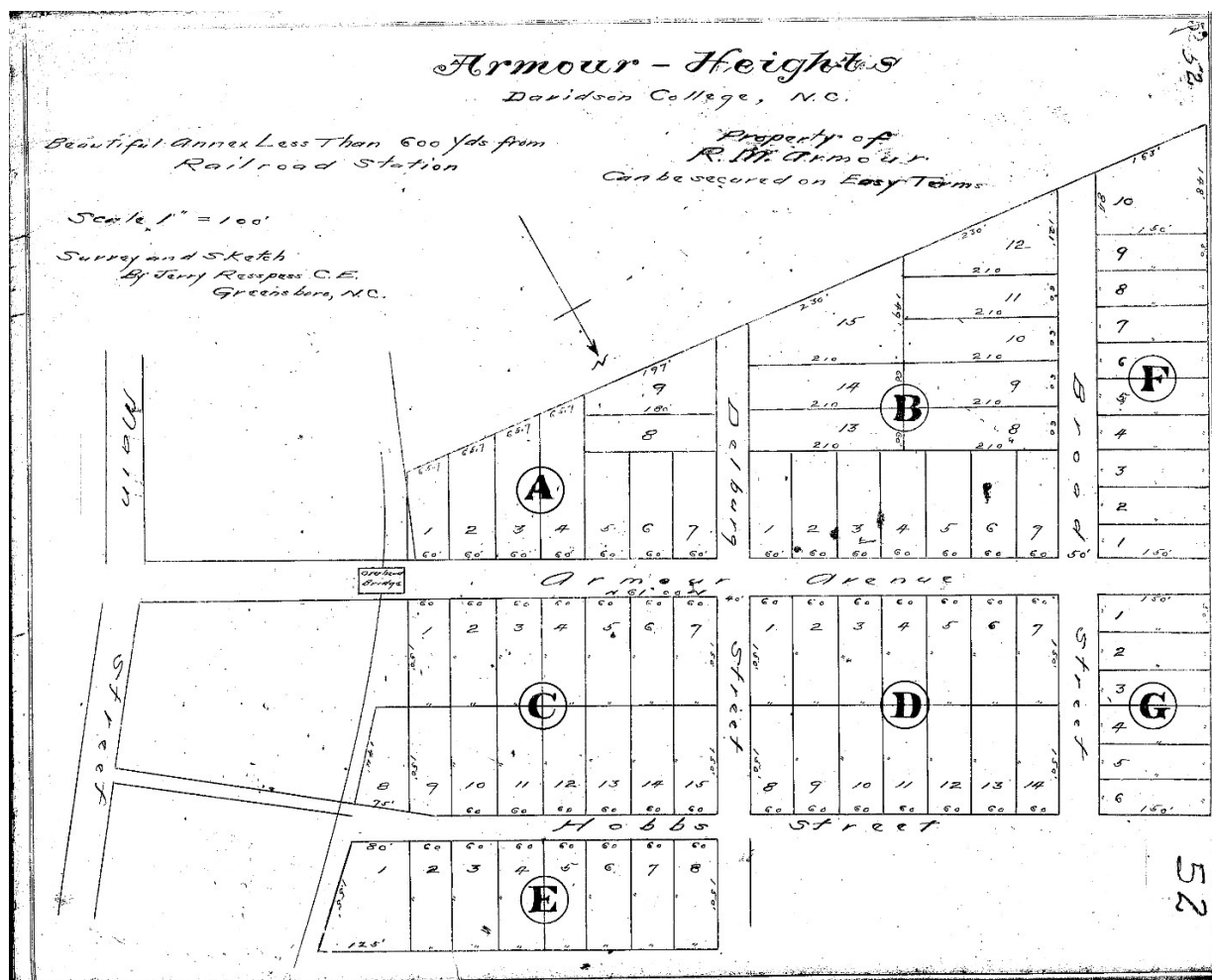


Figure 1 Plat of Armour Heights. Mecklenburg County Map Book 230, Page 52.

Among the parcels sold that day were lots 6, 7, 8, and 9 in block A to J. S. Harris for \$207.50.² By January, several Armour Heights owners had houses under construction. According to the *Observer*, Lee Christie was the first to start building, followed by Frank Knox and George Sloop. John DeMarcus was planning to begin in the next few months.³ Harris died in June 1910, and his heirs sold the property to William Clyde Kimmons for \$600.00. William was the son of Hugh M. Kimmons, who worked at a cotton mill in Davidson, and Sallie Cope Kimmons. William also took out loans totaling \$200.00, either to build a home in Davidson for himself—he and his wife Annie lived in Lynchburg, Virginia—or his parents.⁴

Meanwhile, Delburg Cotton Mill stockholders met on October 28, 1910, “to authorize the purchase by the directors of additional land for the immediate erection of tenant houses needed for the

² Mecklenburg County Deed Book 280, Page 474. The deed was not filed with the county until the sale of the lots to Kimmons in September 1910.

³ “Davidson,” *Charlotte Observer*, January 26, 1910.

⁴ Mecklenburg County Deed Book 280, Page 475; Mecklenburg County Deed Book 290, Page 450; Mecklenburg County Deed Book 300, Page 121.

accommodation of an increase in the number of mill operatives.”⁵ Local builder William Erasmus Potts was contracted to build six houses sized 26’ x 34’.⁶ Among these six houses was the Armour Street Mill House. The added housing was in preparation for a major expansion of the mill. As reported in the February 12, 1914, issue of *Manufacturers Record*, “The Delburg Cotton Mill Co., Davidson, N. C., plans to increase equipment for doubling its capacity. It has 4200 spindles, etc., and was mentioned last week as planning to increase capital.”⁷ In March 1915 a new warehouse for opening cotton bales and cleaning the lint was announced. The new machinery was reported as necessary “to prevent a great deal of loss from waste.”⁸

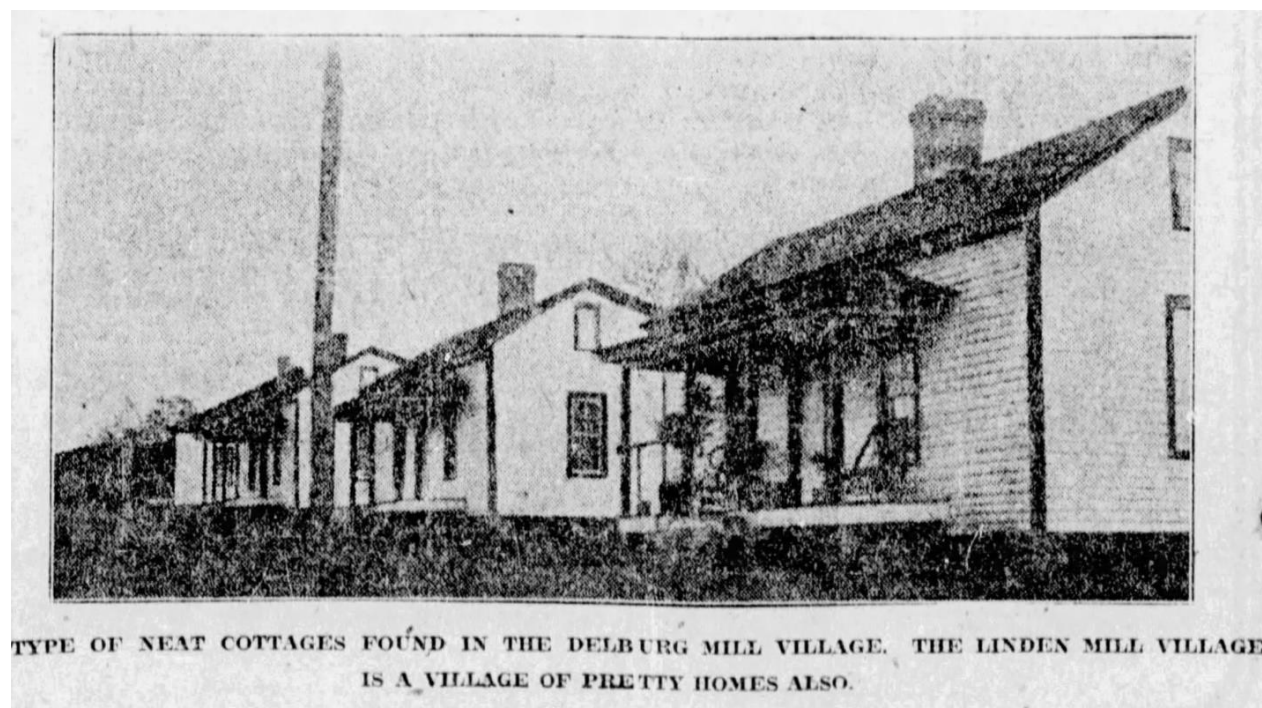


Figure 2 “The Delburg and Linden Mills of Davidson Have Helped Many Poor Boys to Attain Their Independence,”
Charlotte Observer, January 3, 1919.

By 1919 the Delburg Cotton Mill had twenty cottages from three to six rooms and several more under construction. A special textile edition of the *Observer* described the conditions of the small mill villages in Davidson:

Mr. Sloan [J. Lee Sloan, secretary-treasurer and manager of the mills] has done all that was possible to make it easy for industrious families to lay aside a part of their earnings and thus become independent. For instance, in both of the mill villages the pretty cottages which have been built for mill families are given entirely rent free. The newer bungalows which are being built are also rented free. They have electric lights and modern conveniences and all of these homes are located on large lots, providing ample space for gardens. A great deal of garden

⁵ “Textile News,” *Charlotte News*, November 2, 1912.

⁶ “Building Contracts Awarded,” *Manufacturers Record* 62, no. 17 (October 31, 1912), 68.

⁷ “Textile Notes,” *Manufacturers Record* 65 (February 12, 1914), 62.

⁸ “Davidson,” *Charlotte Daily Observer*, March 20, 1915.

stuff has been raised during the past season and a great deal of it conserved, thus helping to reduce living expenses. Another thing: the mills furnish fuel at cost or less than cost to their employes.⁹

In January 1921 the stockholders of the Linden Manufacturing Company and Delburg Cotton Mill voted unanimously to merge the two companies into the Delburg-Linden Company. It was noted that “the two mills for the most part are owned by the same persons.”¹⁰ Two years later, the joint mills were sold to a group headed by Martin Cannon, which renamed them as the Davidson Cotton Mill.¹¹ Production shifted to the Delburg plant, and the former Linden Cotton Mill was converted into an asbestos manufacturing facility.¹²

After World War II, however, the small Davidson Cotton Mill was in trouble. In 1946 Cannon sold the mill to northern investors. A new weaving plant was announced the following year, adding another 100 employees to the approximately 350 workers at the mill.¹³ According to the *Observer*, “Entrance into the weaving field will mark a new phase of the textile business for the concern. At the present, it produces colored yarns for knitting and weaving. The major portion of its knitting yarn production is for hosiery.”¹⁴ The company operated as Palomino Mills, Inc. until closing in 1950, and the mill village houses were sold to Economy Homes, Inc. of Winston-Salem.¹⁵

⁹ “The Delburg and Linden Mills of Davidson Have Helped Many Poor Boys to Attain Their Independence,” *Charlotte Observer*, January 3, 1919.

¹⁰ “Cotton Mills Merged,” *Chatham Record*, January 20, 1921.

¹¹ “J. J. Misenheimer Sells Fifth Street Property,” *Charlotte Observer*, October 2, 1923.

¹² “Charlotte Men Buy Plant for New Industry,” *Charlotte Observer*, June 11, 1927.

¹³ J. A. Daly, “\$925,000 Offered for Mill,” *Charlotte News*, July 22, 1946; “Davidson Mills Stock Is Sold,” *Charlotte Observer*, October 21, 1946.

¹⁴ “Addition Planned by Davidson Mills,” *Charlotte Observer*, January 12, 1947.

¹⁵ Mecklenburg County Deed Book

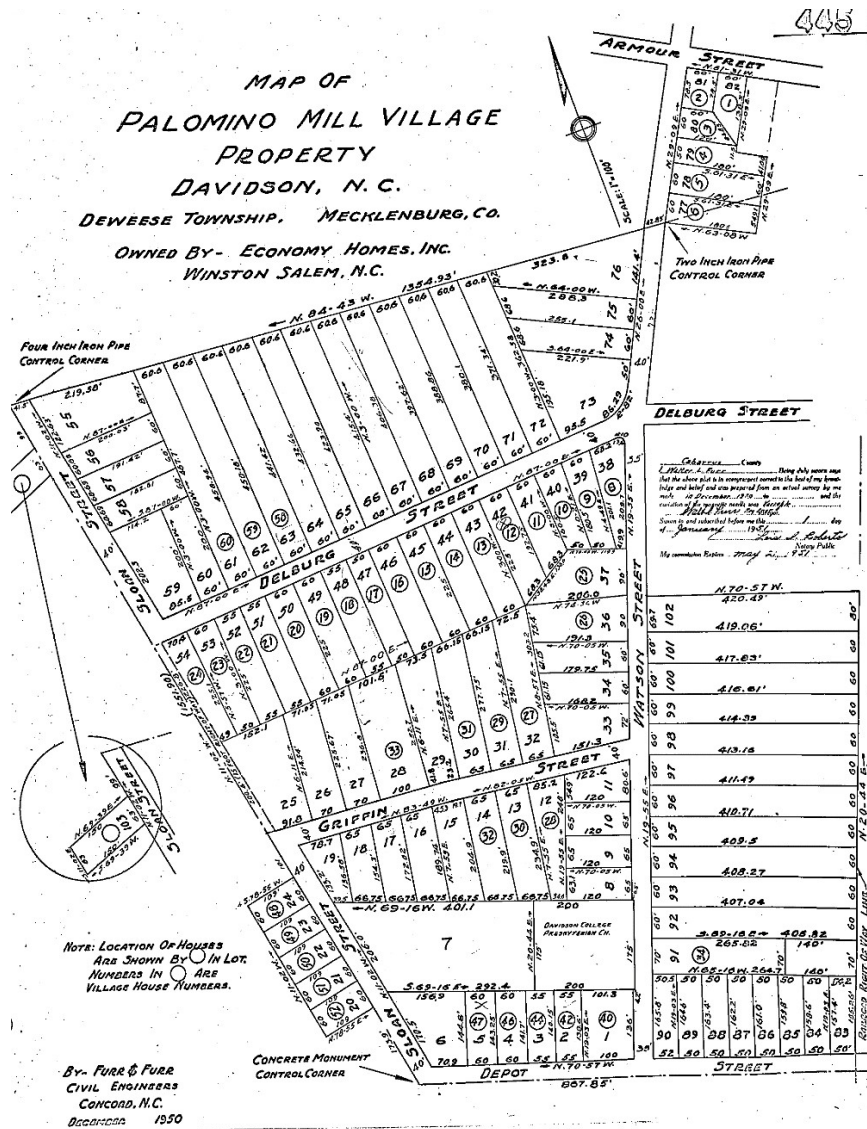


Figure 3 The former Delburg Cotton Mill Village was sold to Economy Homes, Inc. in October 1950. The Armour Street Mill House was designated village house no. 2. Mecklenburg County Map Book 3, Page 255.

Delburg Mill Village



Figure 4 This 1928 photo shows the first shift workers at the Davidson (formerly Delburg) Cotton Mill. Blodgett and Levering, 126.

Rural families came to work in mills like Delburg for a variety of reasons. Recruiters spread through communities, advertising steady pay and comfortable housing as a better economic choice than tenant farming. Wages could be earned by most members of the family, including daughters and older children. These reasons likely influenced Hugh and Sallie Cope Kimmons to move from an Iredell County farm to Davidson. By 1902 they had ten children—six girls and four boys—and tenant farming was unsustainable. The Delburg Cotton Mill would have offered opportunity—steady wages, housing, and a tight-knit community. According to the 1910 U. S. Census, Hugh and several of his children worked at the mill. Hugh and daughter Mattie (11) were laborers, daughters Minnie (18) and Cora (13) were spinners, and son Ollie (15) was a doffer.¹⁶ Their adult children had moved out, though some were engaged in manufacturing. Next door was daughter Emma, who married grocer John Deaton; boarder John Carson was a salesman in the store and would later marry Minnie. Son William worked in Mecklenburg County, Virginia, as a helper in boring wells, while Burton was a cabinet maker in a furniture factory in Cornelius.¹⁷

Some families came to Delburg from other mills. The family of Cornelia “Nealie” Brown White (1866-1947) lived in Mooresville in 1910, likely working at the Mooresville Cotton Mill. They may have moved to Cornelius in early 1912, as her husband died there in July after about six months of residence. By 1920 the extended White family lived in the mill village in Davidson. Nealie headed one household which included daughter Hattie (reeler), daughter Willie Morris (spinner) and her husband Jack (foreman). Adjacent was son Muzon (carder), daughter-in-law Bertie (spinner), and Bertie’s sister Mullie Brown (spinner). Son Cloyd was also a foreman. In the 1930 U. S. Census, members of the extended White family still lived in the Delburg-Linden Mill villages in Davidson.

¹⁶ Jacquelyn Dowd Hall, James Leloudis, Robert Korstad, Mary Murphy, Lu Ann Jones, and Christopher B. Daly, *Like a Family: The Making of a Southern Cotton Mill World* (New York: W. W. Norton & Company, 1987), 24-26; 1900 U. S. Census, Davidson Township, Iredell County, North Carolina, 4A; 1910 U. S. Census, Davidson, Deweese Township, Mecklenburg County, North Carolina, 9A.

¹⁷ 1910 U. S. Census, Chase City, Mecklenburg County, Virginia, 4B; 1910 U. S. Census, Cornelius, Mecklenburg County, North Carolina, 6B.

Nealie lived with daughter Willie's family; Jack worked as a truck driver for the mill while Willie was still a spinner. Daughter Maggie White Washam and her husband Henry also lived in the mill village; she was a spinner at the mill while he worked as a painter.¹⁸

Families remained in the Delburg mill village not only because of work but due to growing community ties. As noted by historians in their study of Southern mill villages,

The village's inner life was rooted in family ties. Kinship guided migration to the mills and continued to play a powerful unifying role. Indeed, intermarriage was the cement of village society. ...children of the first generation off the land married newcomers of the second and third.¹⁹

In their report on the Delburg Cotton Mill, Gray and Stathkis explored the foundational features of these mill communities outside of work:

Mill life proved to be as difficult as farm life, but mill workers formed communities that were the source of their religious and cultural worlds as well as their working world. Mill hands lived in company housing and often had their own gardens in the summer. Some kept cows, hogs, and chickens. Baseball was a major summer pastime for mill workers, and they met for games on Saturday afternoons at a ball field near the present Sadler Square. Many were loyal Davidson College sports fans.²⁰

The Delburg Cotton Mill village, along with the originally separate Linden Mill, became a web of familial relationships. From the family of John C. Morgan, several children married other children of mill village families. Son Lacey Calvin Morgan married Harriet Ervin, a carder and daughter of John L. Ervin, a fireman at the mill. Another son, Roy Lee Morgan, married Fannie Louise Washam, who worked as a winder at the asbestos mill along with her mother Jessie. Fannie's brother Marvin Joseph Washam married Carrie Fortner, whose mother Daisy Bell was a spooler at Delburg. Other families that interconnected through marriage include White, Foy, Gant, Stone, Brack, Sloop, and Crews.

¹⁸ 1910 U. S. Census, Mooresville, Iredell County, North Carolina, 25A-B; 1920 U. S. Census, Davidson, Mecklenburg County, North Carolina, 9B; 1930 U. S. Census, Davidson, Mecklenburg County, North Carolina, 10A-B.

¹⁹ *Like a Family*, 140.

²⁰ Stewart Gray and Paula M. Stathakis, "Davidson Cotton Mill," survey and research report, Charlotte-Mecklenburg Historic Landmarks Commission (February 2004). Sourced from Bill Brannon, *Mecklenburg Gazette*, "The Way It Was," nd.



Figure 5 Paul Kerley (second from right, front row) worked at Delburg Cotton Mill and lived in the mill village in 1930. Here he is shown as part of a baseball team in Cornelius, where he also worked at a cotton mill, in 1910.
Huntersville Herald, September 7, 2012.

The interconnection of the overall mill community through moving between jobs or extracurricular activities such as mill sports teams led to familial connections between mills in different towns. Mattie Kimmons married William Gaither Kerley, whom she likely met through his brother Paul who was a doffer at Delburg Cotton Mill in 1930. Paul lived in Cornelius and worked at a cotton mill, likely the Gem Yarn Mill, as a doffer in 1910 and a weaver in 1920. Mattie's brother Burton also lived in Cornelius in 1910, offering another avenue for connections between Davidson and Cornelius mill families.²¹

²¹ 1910 U. S. Census, Cornelius, Mecklenburg County, North Carolina, 3B; 1920 U. S. Census, Cornelius, Mecklenburg County, North Carolina, 12A; 1910 U. S. Census, Cornelius, Mecklenburg County, North Carolina, 6B.



Figure 6 This 1945 aerial photograph of Davidson shows the Black community of Mocksville looking northeast toward the Delburg Cotton Mill (top center). At the top left of the photo is the intersection of Armour and Watson Streets and the Armour Street Mill House. From Davidson College Archives, cited in Stewart Gray, Delburg Cotton Mill House, survey and research report, Charlotte-Mecklenburg County Historic Landmarks Commission, December 2014.

The small, simple houses in Delburg mill village were typical in developments throughout the Piedmont region. Unlike the mills in Charlotte such as Highland Park, which were much larger with extensive villages and infrastructure dedicated to mill families, the mill village in Davidson was less insular. Children attended school alongside the children of Davidson College professors and local merchants. While Unity Church provided a worship space for mill families, many were members of local churches. In addition, not all residents of the mill village worked at the mill. Walter B. McGinnis worked as a laborer for a traveling show in 1930, though his wife Ella Brack McGinnis was a spinner at the mill. Similarly, Maggie White Washam also worked as a spinner while her husband Henry was a painter. John C. Morgan drove trucks for a road construction crew; meanwhile, three children worked at the cotton mill with a fourth at the asbestos mill.²²

²² 1930 U. S. Census, Davidson, Mecklenburg County, North Carolina, 8B-10B.

Though the mill closed in 1950, the ties of the mill village and the Armour Street Mill House to the textile industry continued. Cotton mill workers William Washington Edwards and wife Carrie Ola Stanley Edwards purchased the Armour Street Mill House in 1951. A native of Bladen County, William was overseer at a mill in Robeson County before moving to Charlotte. In 1940 the Edwards family lived at 730 Herrin Avenue in the North Charlotte mill community. William worked as a second hand at Johnston Manufacturing Company, and Carrie and niece Carrie Thomas were winders likely at the same facility.²³ While the Edwardses moved to Laurinburg by 1950, where William was a car salesman, they returned to both Mecklenburg County and the textile industry soon afterwards. He was assistant supervisor at Gem Yarn Mill in Cornelius when he passed in 1960, likely taking the position before the family purchased the Armour Street Mill House in March 1951.²⁴ Carrie remained in the house for nearly thirty years, selling it in 1989 and moving to Wilmington where her son William Jr. lived.

²³ 1930 U. S. Census, St. Pauls, Robeson County, North Carolina, 8B; 1940 U. S. Census, Ward 5, Charlotte, Mecklenburg County, North Carolina, 5A; "William Washington Edwards," North Carolina, First Draft Registration Cards, 1940-1945 <https://www.familysearch.org/ark:/61903/1:1:QVRG-C8HT>, accessed May 23, 2024.

²⁴ 1950 U. S. Census, Laurinburg, Scotland County, North Carolina, 76; "W. W. Edwards," *Charlotte News*, January 20, 1960.

Architectural Description

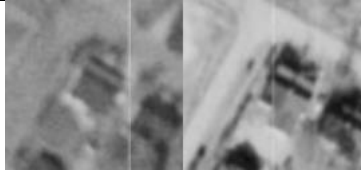


Figure 7 Aerial photographs from 1956 (left) and 1960 (right) show the addition to the rear of the Armour Street Mill House. Historic Aerials, <https://www.historicaerials.com/viewer>, accessed September 18, 2024.

The Armour Street Mill House is one of several extant mill houses, including the designated landmark Delburg Cotton Mill House at 303 Delburg Street, in the former Delburg Cotton Mill village. However, the area immediately around the mill has lost most of its integrity save for proximity to the former mill building. This includes the Delburg Cotton Mill House, to which prominent additions have been made. Comparatively, the Armour Street Mill House has had one small addition made to the rear between 1956 and 1960. The portion of the mill village north of the plant along Watson and Armour Streets have retained a higher sense of feeling, thus the Armour Street Mill House is today a better example of the historical setting of an early twentieth-century cotton mill village in Davidson.



The Armour Street Mill House is a one-story side gabled wood frame mill house located at the southeast corner of Armour Street and Watson Street. The house is one block away from the former Delburg Cotton Mill. The parcel is small with the house sited near the street. A wood picket fence is around the side and back yard along Watson Street. Mature cedar trees and a water oak are located

at the corner by the street intersection, and smaller trees and bushes are growing around and in the backyard.



The Armour Street Mill House has a medium degree of material integrity. It is built on brick piers and is sheathed in wood weatherboard German siding. The asphalt shingle roof with ridge vent appears new. The roof plane is steeper in at the façade, peaking along the center of front rooms of the double pile house. Typical windows are 1/1 vinyl replacement with wide wood trim. The shallow eaves are solid with no venting.



The façade is comprised of the full width shed porch connecting with the primary roof. It is built on a concrete masonry unit foundation with wood plank floor and ceiling. Between the six square section wood posts is a wood railing with thin square balusters and a heavy top rail. The middle bay is off-center and open with brick steps approaching the porch and front door, a wood replacement with six lites and three panels. On either side are pairs of typical windows. The shed gables at either side of the porch have vertical wood plank siding. The centered rectangular brick chimney rises through the roof ridge and has a metal vented cap.



The west elevation of the Armour Street Mill House faces Watson Street. It is three bays wide, with the shed porch comprising the first bay. The middle bay is centered in the gable with large louvered vent above a typical window, and the third bay has a typical window.



The east elevation of the Armour Street Mill House is similar to the west elevation at the first and second bays. However, the third bay has a shorter 1/1 vinyl window. The gabled addition at the rear is flush with this elevation and has a typical window centered in its face. Alongside this elevation is a narrow gravel parking area and wood picket fence.



The rear elevation of the Armour Street Mill House faces south and is two bays wide. The first bay has a typical window in the primary portion of the house, and the second bay consists of a gabled ell two bays wide and one bay deep. The south elevation of the ell has a shed bay and gabled bay with louvered vent and nine lite two panel replacement door at a wood deck with railing. The west elevation of the ell is two bays wide. The first bay has no fenestration, and German siding is slightly different in scale. The second bay is likely an enclosed porch and has a shorter 1/1 vinyl window.

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Hall, Jacquelyn Dowd, James Leloudis, Robert Korstad, Mary Murphy, Lu Ann Jones, and Christopher B. Daly. *Like a Family: The Making of a Southern Cotton Mill World*. New York: W. W. Norton & Company, 1987.

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"Textile News," November 2, 1912.

J. A. Daly, "\$925,000 Offered for Mill," July 22, 1946.

Charlotte Observer.

"Davidson," January 26, 1910.

"The Delburg and Linden Mills of Davidson Have Helped Many Poor Boys to Attain Their Independence," January 3, 1919.

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Stewart Gray and Paula Stathakis. Survey and Research Report on the Davidson Cotton Mill. 2004.

Stewart Gray. Survey and Research Report on the Delburg Cotton Mill House. 2014.



**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.

November 13, 2024

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

Email: Stewart.Gray@mecklenburgcountync.gov

RE: Proposed Designation of the Armour Street Mill House, 225 Armour Street, Davidson, Mecklenburg County.

Dear Mr. Gray:

Thank you for submitting the report for the Armour Street Mill House, 225 Armour Street, Davidson, Mecklenburg County. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

The report describes the Armour Street Mill House as eligible for local designation because it interprets the life of mill village residents in the twentieth century and as one of the best extant examples of the common mill house found in the small towns of Mecklenburg County.

We have made a few comments aimed at strengthening the report. We feel that with these edits and additions, the report will provide the preservation commission and local governing board sufficient information to determine whether the Armour Street Mill 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 Armour Street Mill House, 225 Armour Street, 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

MEMO

To: File – Armour Street Mill House
From: Historic Landmarks Department Staff
Date: November 15, 2024

Re: Comments from State Historic Preservation Office on Designation Report for the Armour Street Mill House, Davidson

By email dated November 14, 2024, SHPO staff provided feedback based on their review of the Designation Report for the Armour Street Mill House. In summary, the issues raised included the following:

- Additional clarification as to the historical significance of the house, including the potential presence of archeological evidence; and
- Additional clarification as to the comparative integrity of the house.

Following review of the Designation Report and the SHPO feedback, HLD staff revised and updated the Designation Report as needed to address the issues raised.

RECORD OF THE VOTE OF THE HISTORIC LANDMARKS COMMISSION ON THE

ARMOUR STREET MILL HOUSE

October 14, 2024

THE SURVEY COMMITTEE PRESENTED A SECONDED MOTION RECOMMENDING THAT THE HISTORIC LANDMARKS COMMISSION PROCESS THE ARMOUR STREET MILL HOUSE, 225 ARMOUR STREET, DAVIDSON, N.C., FOR HISTORIC LANDMARK DESIGNATION INCLUDING THE EXTERIOR OF THE HOUSE AND THE ASSOCIATED TAX PARCEL. THE COMMISSION UNANIMOUSLY APPROVED THIS MOTION.

Favor

Mr. Robert Barfield, Ms. Lesley Carroll, Mr. Brian Clarke, Mr. Andrew Dunn, Ms. Victoria Grey, Mr. John Kincheloe, Dr. Emily Makas, Ms. Melanie Reddrick

Oppose

None

Abstain

None

Absent

Ms. Dontressa Ashford, Ms. Andra Eaves, Ms. Nadine Ford, Mr. Charlie Miller



MECKLENBURG COUNTY
County Assessor's Office

October 23, 2024

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

In Re: Parcel Number 003-262-11
O'SULLIVAN MICHAEL L
O'SULLIVAN ALICIA
225 ARMOUR 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 \$240.70 for City of Davidson taxes and \$437.16 for Mecklenburg County taxes. This is for the exterior designation of building and approximately .114 acres of land.

Best regards,

Misty Hobbs
Sr. Assessment Specialist

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

Armour Street Mill House

225 Armour St., Davidson











November 12, 2024

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

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, November 12, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison Brandon, Autumn Rierson Michael, and Ted Stauffer. 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.

- **ANNOUNCEMENTS/PROCLAMATION**

Communications Director Jessica Johnson announced the following:

The next Commissioner Chat will be held in the Cafeteria of the Ada Jenkins Center from 7:00 p.m. – 8:00 p.m. on Tuesday, November 19. All residents are welcome to attend. The Town of Davidson Commissioner Chats are public meetings designed to be informal ways for residents to discuss current issues and projects in Town. This will be the last chat in 2024, however beginning in 2025, Commissioner Chats will be held in the spring and fall on the third Tuesday of the month from 7:00 p.m. to 8:00 p.m.

The Town of Davidson is pleased to announce the selection of Frank Jordan as the 2024 Jack Burney Award recipient. The award is named for G. Jackson Burney who served the Town in many capacities, primarily in planning and communications. Since 2004, Davidson has honored Burney and those whose unselfish service benefits the community. Community members are invited to attend the G. Jackson Burney Community Service Award ceremony on Wednesday, November 27 at 10:00 a.m. in the Auditorium of the Davidson Town Hall and Community Center (251 South Street). The North Mecklenburg Moravian Band will play at 9:30 a.m., and Mayor Rusty Knox will open the ceremony at 10:00 a.m. in the Auditorium.

Town of Davidson municipal offices, including the Davidson Town Hall and Community Center at 251 South Street and the Davidson Public Safety Building at 216 S. Main Street, will close Thursday, November 28, and Friday, November 29, in observance of the Thanksgiving holiday. Offices will reopen Monday, December 2 for regular business hours 8:00 a.m. to 5:00 p.m. Waste Pro trash and recycling collection will be on a one-day delay during the week of Thanksgiving. For residents whose regular pick-up day would be Thursday, November 28, Waste Pro will collect on Friday, November 29.

Christmas in Davidson will take place nightly from 6:00 p.m. – 9:00 p.m. on Thursday, December 5; Friday, December 6; and Saturday, December 7. The 42nd Annual North Mecklenburg Holiday Parade will take place on Saturday, December 7, 2024, at 1:00 p.m. The parade route is approximately two (2) miles long and follows Main Street (Hwy. 115) from the Town of Davidson ending at the intersection of North Main Street and Catawba Ave in the Town of Cornelius. After the parade, the Merry Main Street Tricycle Race will happen on Main Street in front of the Town Green. This annual event includes four-person trike teams sponsored by Davidson

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

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

- **BUSINESS ITEMS**

(a) Planning Director Jason Burdette reviewed **a resident proposed text amendments** specific to fencing standards on corner lots (**Davidson Planning Ordinance 4.3.1.D**). This proposal originates from the construction of a non-compliant fence on a corner lot in 2023. The Davidson Planning Ordinance provides an option for a resident to propose a text amendment and staff is following the process outlined in the ordinance. Based on the consistency with other jurisdictions, and the staff and planning board recommendations the board did not approve the resident's proposed text amendments.

Commissioner Rierson-Michael made a motion to deny Ordinance 2024-11 an Ordinance to Address Fencing on Corner Lots and Consistency Statement. The motion passed unanimously (5-0).

(b) Town Manager Justice presented the **2025 Advisory Board Appointments and Chairs of the Design Review Board/Historic Preservation Commission and Planning Board**. The Town of Davidson has six citizen advisory boards: Affordable Housing and Equity Board, Design Review Board/Historic Preservation Commission, Livability Board, Planning Board, Davidson Public Art Commission, and the newly formed Sustainability Board. A nominating committee consisting of the mayor, two commissioners, the manager, the chairs of the advisory boards, and the staff liaisons to the advisory boards reviews the applications and determines who to recommend for appointment. The Board of Commissioners receives the nominations and makes the final decision on appointments. Appointments are made by December to fill the expiring seats with three-year terms beginning in January. The number of seats on the advisory boards remains the same except the recommendations include reducing the Affordable Housing and Equity Board to twelve (12) members, reducing the Design Review Board/Historic Preservation Commission to seven (7) members, and increasing the Public Art Commission to twelve (12) members.

Commissioner Fay made a motion to approve the 2025 Advisory Board Appointments as presented and appointment of Rachel Johnson as Chair of the Design Review Board/Historic Preservation Commission and reappointment of Shawn Copeland as Chair of the Planning Board. The motion passed unanimously (5-0).

(c) Finance Director Piet Swart presented the **Audit Request for Proposals**. The Town is required to have an annual audit per state law. The current auditor is retiring. The Town issued a RFP for audit services. Seven responses were received. Staff is recommending the Board approve a contract with RH CPA's, PLLC. The Board will be asked to consider approval of the contract on the consent agenda at the November 26 meeting.

(d) Parks & Recreation Director Leslie Willis presented a **proposed agreement with funding from Mecklenburg County for Beaty Park Phase II**. Beaty Park was completed and opened on July 8, 2023. In 2020, the Town of Davidson and Mecklenburg County met to discuss potential partnership opportunities. At that time, Mecklenburg County had already allocated all of their Capital Improvement Project Funding. Therefore, the park was designed to be done in two phases. The first phase of Beaty Park was funded by Town General Obligation Bonds, Town CIP funds, and a NC Parks and Recreation Trust Fund Grant. Recently, as part of their 2024-2028 Capital Improvement Plan, Mecklenburg County was able to set aside \$1,000,000 in funding to be allocated for additional improvements to the park. These improvements include a pond renovation, signage, improved maintenance access entrance to include ADA parking, a fishing pier, a pathway to the pier, a pedestrian crosswalk on Beaty Street, and the Beaty Street Multi-Use Path. This partnership is possible because the County recognizes that Beaty Park is located within a park gap area and a priority community in Meck Playbook and the County owns no property in close proximity to Beaty Park. In addition, Beaty Park is located along the proposed route of The Seam Trail, a 60-mile multi-jurisdictional multi-use trail that stretches from Statesville to the South Carolina state line. The Board will be asked to approve the Development and Cooperation Agreement with Mecklenburg County for Beaty Park and budget amendment on the consent agenda at the November 26 meeting.

- **CLOSED SESSION**

Commissioner Rierson Michael made a motion to move to closed session per NCGS § 143-318-11 (a) (3) Consult with Attorney at 6:46 p.m. The motion passed unanimously (5-0).

Commissioner Rierson Michael made a motion to end the closed and return to open session at 7:40 p.m. The motion passed unanimously (5-0).

- **ADJOURN**

Commissioner Justus made a motion to adjourn. The motion passed unanimously (5-0).

The meeting adjourned at 7:42 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



November 26, 2024

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

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, October 22, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison Brandon. Commissioners Autumn Rierson Michael and Ted Stauffer were absent. Town Manager Jamie Justice, Town Attorney Ashley Pearson, and Town Clerk Betsy Shores were also present.

• **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

• **ANNOUNCEMENTS**

Affordable Housing and Equity Director Alexander Cahill made the following announcements:

The Town of Davidson is dedicated to keeping our recreational spaces safe for residents to enjoy. Before installing a new picnic shelter and playground at Roosevelt Wilson Park, the town took precautionary and critical measures to protect the health and safety of park visitors by conducting soil testing in the designated construction area.

We are committed to being transparent and pledged to inform the public of any significant findings related to the recent soil testing:

- Out of 288 sample sites tested, only 15 contained asbestoses. Each of the sample sites tested soil between 1 and 2 feet below grade.
- The testing site will be remediated, contaminated soil will be removed, new fill dirt will be added, and concrete will be replaced where necessary.
- According to North Carolina Department of Environmental Quality (DEQ) and Environmental Protection Agency (EPA) Officials, remediation and construction work on site could be completed for a safe re-opening of the affected areas by the end of this calendar year.

During the temporary park closure, visitors are encouraged to enjoy other areas of Roosevelt Wilson Park not affected by the construction and to visit one of the many nearby parks, greenways, and public facilities, including Beaty Park, Ada Jenkins Playground, and Fisher Farm Park.

The Town of Davidson is pleased to announce the selection of Frank Jordan as the 2024 Jack Burney Award recipient. The award is named for G. Jackson Burney who served the town in many

capacities, primarily in planning and communications.

Town of Davidson municipal offices, including the Davidson Town Hall and Community Center at 251 South Street and the Davidson Public Safety Building at 216 S. Main Street, will close Thursday, November 28 and Friday, November 29, in observance of the Thanksgiving holiday. Offices will reopen Monday, December 2 for regular business hours 8:00 a.m. to 5:00 p.m. According to Waste Pro, trash and recycling collection will be on a one-day delay during the week of Thanksgiving.

The Town Board will only have one board meeting during the month of December. It will be held on Tuesday, December 10. There will be an opportunity for public comment at this meeting.

The Town of Davidson is pleased to announce its support for “Small Business Saturday” on Saturday, November 30 and encourages residents and visitors to kick off their holiday season by shopping locally and supporting the Town’s retail establishments.

Christmas in Davidson, one of the Town of Davidson’s signature events, returns this year on Thursday, December 5; Friday, December 6; and Saturday, December 7 from 6:00 p.m. to 9:00 p.m. nightly. The official opening ceremonies will be on Thursday, December 5 at 6:00 p.m. with Santa Claus' arrival and the annual tree lighting ceremony on the Town Green. Guests can expect to enjoy a Holiday light show, roving entertainment, live nativity scenes, bubble snowflakes, unique gifts from the artisan village, a children’s craft area, and more!

The 42nd Annual North Mecklenburg Holiday Parade will take place on Saturday, December 7, 2024, at 1:00 p.m. The parade route is approximately two (2) miles long and follows Main Street (Hwy. 115) from the Town of Davidson ending at the intersection of North Main Street and Catawba Ave in the Town of Cornelius. After the parade, the Merry Main Street Tricycle Race will happen on Main Street in front of the Town Green. This annual event includes four-person trike teams sponsored by Davidson businesses that race through an obstacle course for all to enjoy.

Santa is coming to Town on Thursday, December 12 and Friday, December 13! The Davidson Fire Department will escort Santa through Town between 6:30 p.m. and 8:30 p.m. each night. Santa and our Davidson firefighters encourage residents to pay close attention to the routes and listen for sirens, as this will signal Santa’s pending arrival into your neighborhood.

- **CHANGES/ADOPTION OF THE AGENDA**

There were no changes to the agenda.

Commissioner Mattison Brandon made a motion to adopt the agenda. The motion passed unanimously (3-0).

- **PUBLIC COMMENT**

The public comment period opened at 6:07 p.m. and closed at 6:16 p.m. Five people spoke during the public comment period.

Steve Sonnenberg spoke about DEI in Town policies.

Leslie Quatrini, Connie Bash, Chuck Ciccoine, and David Lusk thanked the Board for the added Trolley stop in Davidson Pointe for Christmas in Davidson 2024, the Davidson Police Department for attending their community event, and the Board of Commissioners for the recent chat and their collaboration with the residents of Davidson Pointe.

- **CONSENT AGENDA**

Approval of October Meeting Minutes

Approval of FY2025 Audit Contract and Engagement Letter

Approval of Resolution 2024-28 Agreement with and Funding from Mecklenburg County for Beaty Park Phase II and Budget Amendment 2025-14

Approval of Grant Agreement Between Rebuilding Together of Greater Charlotte and the Town of Davidson for Administration of the Essential Home Improvement Program and Budget Amendment 2025-15

Approval of Resolution 2024-29 Direct the Clerk to Investigate a Voluntary Contiguous Annexation Petition for Catawba Avenue

Approval of Resolution 2024-30 Direct the Clerk to Investigate a Voluntary Contiguous Annexation Petition for 19227 Shearer Road

Commissioner Fay made a motion to approve the consent agenda. The motion passed unanimously (3-0).

- **BUSINESS ITEMS**

(a) In January 2024, the Town engaged the design-build team of Balfour-Beatty and Creech & Associates to **rehabilitate the historic gymnasium located at 251 South Street**. Project Manager Doug Wright and the design-build team presented options for board discussion and direction. In May 2024, the Board of Commissioners approved a floor plan designated as "Option 5", in which the existing balcony is removed and restrooms are added in an addition constructed on the rear of the building. With 60% design complete, the design-build team has indicated the cost estimate has increased.

The Board directed staff to work with Balfour Beatty to prepare a Guaranteed Maximum Price (GMP) contract with the VE Option 2 for approval at the December 10 meeting. To be eligible for an American Rescue Plan Act grant of \$2,000,000, the Town must be under contract by December 31, 2024. If a contract is executed, the construction completion date is December 30, 2026

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **CLOSED SESSION**

Commissioner Fay made a motion to move to closed session per NCGS § 143-318-11 (a) (3) Consult with Attorney at 6:48 p.m. The motion passed unanimously (3-0).

Commissioner Justus made a motion to end the closed and return to open session at 7:26 p.m. The motion passed unanimously (3-0).

- **ADJOURN**

Commissioner Mattison Brandon made a motion to adjourn. The motion passed unanimously (3-0).

The meeting adjourned at 7:28 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



CERTIFICATE OF SUFFICIENCY

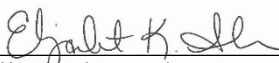
Portion of Catawba Avenue/State Road 2197

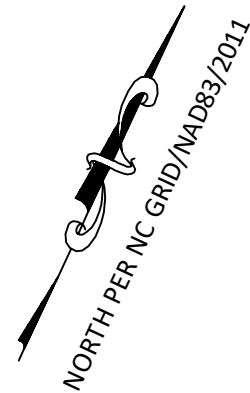
To the Board of Commissioners of the Town of Davidson, North Carolina:

I, Elizabeth K. Shores, do hereby certify that I have investigated the attached plat map and hereby make the following findings:

- a. The Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet per attached Annexation Plat Map, from the NCDOT Secondary Road System. The plat map contains an adequate description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Davidson primary corporate limits, as defined by G.S. 160A-31.

In witness, whereof, I have hereunto set my hand and affixed the seal of the Town of Davidson, this 10th day of December, 2024.


Elizabeth K. Shores, Town Clerk



CURVE	LENGTH	RADIUS	CHORD	CHORD BRG
C1	18.65°	256.45'	18.65°	N 78°20'58" W
C2	25.70°	735.00'	25.70°	S 73°13'33" W
C3	108.16°	735.00'	108.16°	S 68°00'34" W
C4	30.85°	734.80'	30.85°	S 61°56'27" W
C5	1.45°	682.75'	1.45°	N 61°05'04" E
C6	32.10°	794.80'	32.10°	N 62°00'40" E
C7	32.15°	795.00'	32.15°	N 64°52'28" E
C8	79.50°	795.00'	79.50°	N 63°16'12" E
C9	77.90°	795.00'	77.95°	N 69°55'12" E
C10	21.05°	795.00'	21.05°	N 73°15'53" E
C16	14.85°	130.00'	14.85°	S 02°04'31" W
C17	34.50°	20.00'	30.40°	S 05°37'27" E

18335 Old Statesville Rd.
Suite A
Cornelius, N.C. 28031
(704) 765-5134 Phone/Fax

CP CALCULATED POINT
 PROPERTY CORNER FOUND (AS DESCRIBED)
 MAG-NAIL FOUND

SUBJECT BOUNDARY LINE (SURVEYED)

 SUBJECT BOUNDARY LINE (NOT SURVEYED)

 ADJOINER BOUNDARY LINE (SURVEYED)

 ADJOINER BOUNDARY LINE (NOT SURVEYED)

 ROAD R/W LINE

5. CONSULT WITH GOVERNING AGENCY FOR PREVAILING LAND DEVELOPMENT AND ZONING REQUIREMENTS PRIOR TO DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.

PRELIMINARY





RESOLUTION 2024-31
FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
Portion of Catawba Avenue/State Road 2197

WHEREAS, The Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet per attached Annexation Plat Map, from the NCDOT Secondary Road System.

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Davidson, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Davidson Town Hall and Community Center in the Town Hall Council Chamber on Tuesday, January 28, 2025 at 6:00 p.m.

Section 2. The area proposed for annexation is described as follows:

(See page 2 for Plat Map)

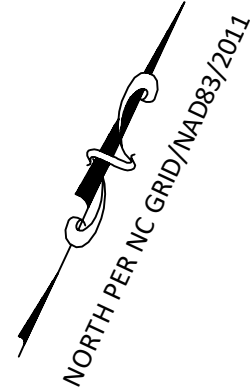
*Section 3. Notice of the public hearing shall be published in the Charlotte Observer, a newspaper having general circulation in the Town of Davidson, at least ten (10) days prior to the date of the public hearing.

Adopted on the 10th day of December, 2024

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk



CURVE	LENGTH	RADIUS	CHORD	CHORD BRG
C1	18.65°	256.45'	18.65°	N 78°20'58" W
C2	25.70°	735.00'	25.70°	S 73°13'33" W
C3	108.16°	735.00'	108.06°	S 68°00'34" W
C4	30.85°	734.80'	30.85°	S 61°56'27" W
C5	1.45°	682.75'	1.45°	N 61°05'04" E
C6	32.15°	794.80'	32.10°	N 62°00'40" E
C7	32.15°	795.00'	32.10°	N 62°02'28" E
C8	13.50°	795.00'	13.50°	N 66°16'16" E
C9	77.90°	795.00'	77.85°	N 69°54'42" E
C10	21.05°	795.00'	21.05°	N 73°15'53" E
C16	14.85°	130.00'	14.85°	S 02°04'31" W
C17	34.50°	20.00'	30.40°	S 05°37'27" E

18335 Old Statesville Rd.
Suite A
Cornelius, N.C. 28031
(704) 765-5134 Phone/Fax

CP CALCULATED POINT
 PROPERTY CORNER FOUND (AS DESCRIBED)
 MAG-NAIL FOUND

SUBJECT BOUNDARY LINE (SURVEYED)

 SUBJECT BOUNDARY LINE (NOT SURVEYED)

 ADJOINER BOUNDARY LINE (SURVEYED)

 ADJOINER BOUNDARY LINE (NOT SURVEYED)

 ROAD R/W LINE

5. CONSULT WITH GOVERNING AGENCY FOR PREVAILING LAND DEVELOPMENT AND ZONING REQUIREMENTS PRIOR TO DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.

PRELIMINARY





CERTIFICATE OF SUFFICIENCY

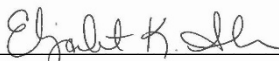
19227 Shearer Road (Parcel #00724112)

To the Board of Commissioners of the Town of Davidson, North Carolina:

I, Elizabeth K. Shores, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition from Davidson's Edge, LLC contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Davidson primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.
- d. The parcel subject to this Annexation Petition is already subject to the Town of Davidson's zoning jurisdiction. The owner claims all vested rights that attach to the site pursuant to all issued and valid permits.

In witness, whereof, I have hereunto set my hand and affixed the seal of the Town of Davidson, this 10th day of December, 2024.


Elizabeth K. Shores, Town Clerk

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

DATE: November 1, 2024

PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION

TO THE HONORABLE MAYOR AND TOWN BOARD OF COMMISSIONERS OF
THE TOWN OF DAVIDSON, NORTH CAROLINA:

1. We, the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S 160A-31 and respectfully request that the area described in paragraph 2 below be annexed to the Town of Davidson.
2. The area to be annexed is contiguous to the Town of Davidson, and the boundaries of such territory are as follows:

(A legally acceptable description of the property must be inserted here, after it has been approved by the Town Attorney.)

WHEREFORE, your petitioner(s) respectfully requests that the aforementioned property be annexed by the Town of Davidson, North Carolina.

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the 14th day of November, 20 ~~24~~.

PETITIONER(S)

(This petition must be signed by the owners of each parcel proposed for annexation; attach additional sheets, if necessary)

<u>Name</u>	<u>Address</u>
<u>Davidson's Edge, LLC, a NC</u>	<u>P.O. Box 520</u>
<u>limited liability company, by</u>	<u>Cornelius, NC 28031</u>
<u>Gordon Cashion, Member</u>	<u></u>

(NOTE: If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed. In addition, the execution of the **petition must be notarized.**)

Accuracy of Legal Description Approved:

Town Attorney

Attached hereto is a Corporate Resolution authorizing the submission of this Petition by all Members of Davidson's Edge, LLC.
APPROVED 08-28-2018

STATE OF NORTH CAROLINA

VERIFICATION

COUNTY OF MECKLENBURG

D. Gordon Cashion, being first duly sworn, deposes and says the following: that he is a Member of Davidson's Edge, LLC, a North Carolina limited liability Company; that he has the authorization to sign the attached Annexation Petition on behalf of the Company; that he has read the attached Petition for Voluntary Contiguous Annexation and the accompanying attachments and the same are true of his own knowledge, or are based on items found in the public records of Mecklenburg County, North Carolina, which he believes to be true.

D. Gordon Cashion (SEAL)
D. Gordon Cashion

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Laura Snider Baker, a Notary Public for Mecklenburg County, North Carolina, do hereby certify David Gordon Cashion, as Member of Davidson's Edge, LLC, personally appeared before me this 14th day of November, 20 24, and acknowledged the due execution of the foregoing instrument.

Laura Snider Baker
Notary Public: Laura Snider Baker
My Commission Expires: 9/21/28

(SEAL)

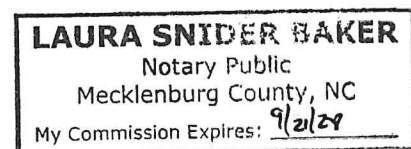


Exhibit "A"

TRACT ONE: 19217 (Lot No. 4) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 599.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 261.64 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 16-56-15 East 115.87 feet to a point; (2) South 18-07-39 East 54.18 feet to a railroad spike; thence South 73-55-39 West 265.41 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 east 170.00 feet to the point and place of BEGINNING and containing 1.027 acres, more or less, and being a portion of Howard L. Bostian property as described in Deed Book 1184, at Page 315, Mecklenburg County Registry, and being shown as Lot No. 4 on that certain survey prepared by Rufus J. Love, registered Surveyor, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

TRACT TWO: 19227 (Lot No. 5) Shearer Road

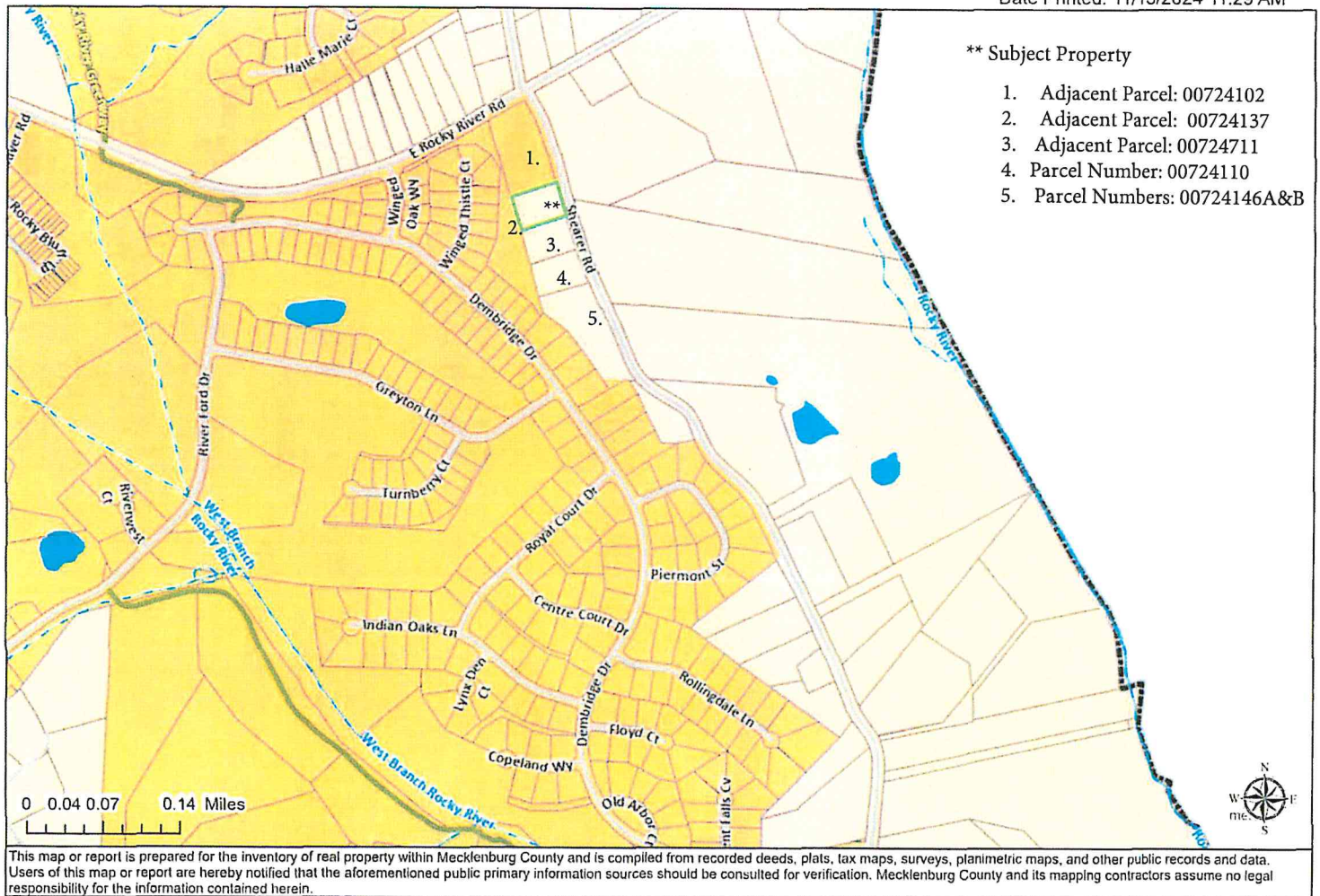
BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 429.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 259.96 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 15-42-02 East 23.60 feet; (2) South 16-26-15 East 53.48 feet to a nail and cap; (3) South 16-56-15 East 92.93 feet to a railroad spike; Thence South 73-55-39 West 261.64 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 West 170.00 feet to the point and place of BEGINNING and containing 1.017 acres, more or less, and being a portion of the Howard L. Bostian property as described in Deed Book 1184, at page 315, Mecklenburg County Registry, and being shown as Lot No. 5 on that certain survey prepared by Rufus J. Love, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

Title to the property hereinabove described is subject to the following exceptions:
This conveyance is made subject to all restrictions, easements and right of way of record, including those for utilities and public roadways.

[Signature]
PLANNING PERMISSION STAFF
DATE 1/25/91

Polaris Map – Mecklenburg County, North Carolina

Date Printed: 11/13/2024 11:29 AM





RESOLUTION 2024-32
FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
19227 Shearer Road (Parcel #00724112)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Davidson, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Davidson Town Hall and Community Center in the Town Hall Council Chamber on Tuesday, January 28, 2025 at 6:00 p.m.

Section 2. The area proposed for annexation is described as follows:

(See page 2 for Mets and Bounds Description)

*Section 3. Notice of the public hearing shall be published in the Charlotte Observer, a newspaper having general circulation in the Town of Davidson, at least ten (10) days prior to the date of the public hearing.

Adopted on the 10th day of December, 2024

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

Exhibit "A"

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Title to the property hereinabove described is subject to the following exceptions:
This conveyance is made subject to all restrictions, easements and right of way of record, including those for utilities and public roadways.



RESOLUTION 2024-33
POLICY PROHIBITING VIEWING OR SAVING PORNOGRAPHY
ON TOWN NETWORKS AND DEVICES

WHEREAS, the General Assembly enacted a new statute, N.C. Gen. Stat. § 143-805, in Session Law 2024-26, which requires local governments to adopt a policy prohibiting employees, elected officials, and appointees from viewing pornography on Town networks and devices; and

WHEREAS, the policy adopted by the Board of Commissioners must state the disciplinary action to be taken for a violation of the policy; and

WHEREAS, the Board of Commissioners finds the policy must be incorporated into the Town's personnel policy to require disciplinary action for violations.

BE IT HEREBY RESOLVED that the Town of Davidson hereby adopts the following Policy to comply with N.C. Gen. Stat. § 143-805 as set forth below:

Viewing or Saving Pornography Prohibited.

- (1) The following definitions are supplemental to the definitions set out in subsection c and are specific to this subsection n:
 - (i) Appointees shall mean persons appointed by the Board of Commissioners to serve on any board, commission, committee, authority or similar body created by the Board of Commissioners or by statute.
 - (ii) Device shall mean any cellular phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network.
 - (iii) Network shall mean any of the following, whether through owning, leasing, maintaining, or otherwise controlling: the interconnection of communication systems with a computer through remote or local terminals, or a complex consisting of two or more interconnected computers or telephone switching equipment; internet service; and internet access.
 - (iv) Pornography shall mean any material depicting sexual activity with material and sexual activity to mean as defined in G.S. 14-190.13.
- (2) The viewing or saving of pornography by employees, elected officials, or appointees on or to any device owned, leased, maintained, or otherwise controlled by the Town is prohibited.
- (3) Any employee, elected official, or appointee with pornography saved to a device owned, leased, maintained, or otherwise controlled by the Town shall remove, delete, or uninstall the pornography no later than January 1, 2025.

- (4) Employees of the Town of Davidson are prohibited from viewing pornography on any network of the Town.
- (5) This subsection shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:
- (i) Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
 - (ii) Identifying potential security or cybersecurity threats.
 - (iii) Protecting human life.
 - (iv) Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this section.
 - (v) Participating in judicial or quasi-judicial proceedings.
 - (vi) Conducting or participating in an externally funded research project at one of the constituent institutions of the University of North Carolina.
 - (vii) Researching issues related to the drafting or analysis of the laws of this State as necessary to fulfill the requirements of the employee's official duties.
- (6) Annually, no later than August 1 and in the format required by the State Chief Information Officer, the Town's manager or his designee shall report information to the State Chief Information Officer on the number of incidences of unauthorized viewing or attempted viewing of pornography on the Town's network; whether or not the unauthorized viewing was by an employee, elected official, or appointee of the town; and whether or not any of the unauthorized viewing was on a device owned, leased, maintained, or otherwise controlled by the Town.
- (7) Any violation of this subsection by an employee who is not an elected official or appointee shall constitute grounds for disciplinary action up to and including termination of employment. Any violation of this subsection by an appointee shall constitute grounds for removal of the appointee from office.

Adopted on the ____ of _____ 2024

Attest:

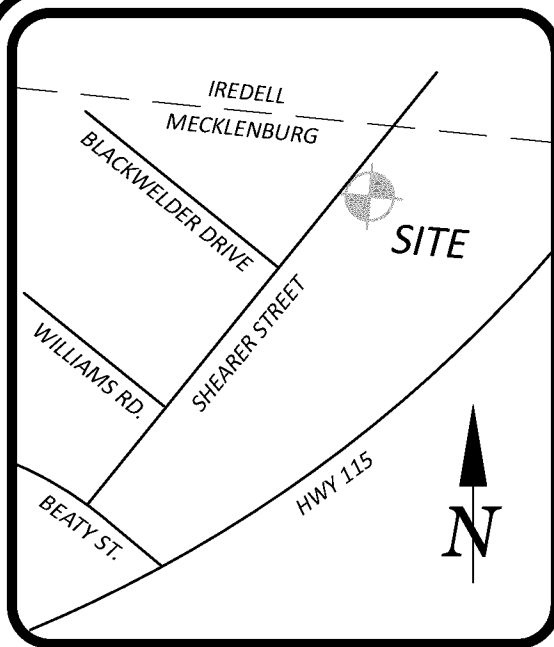
Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

Month	2nd Tuesday Regular Meeting* 6:00 pm	4th Tuesday Regular Meeting** 6:00 pm
January	14	28
February	11	25
March	11	25
April	8	22
May	13	27
June	10	24
July	8	22
August	12	26
September	9	23
October	14	28
November	18 <i>Regular Meeting**</i> (3 rd Tuesday due to Election Day and Veterans Day)	
December	9 <i>Regular and Ceremonial Meeting**</i>	
Special Meetings	January 8, 2025 Mid-Term Retreat	

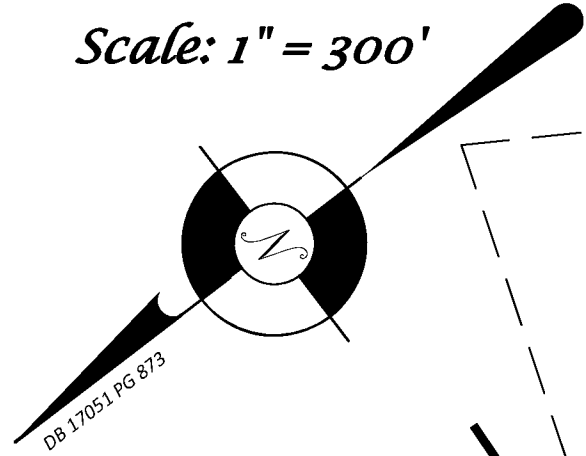
****4th Tuesday of the month is a regular meeting with Public Comment**

Considered for Approval on December 10, 2024



VICINITY MAP

Scale: 1" = 300'



LEGEND

RF	REBAR FOUND
RS	REBAR SET
IPF	IRON PIPE FOUND
IPS	IRON PIPE SET
CMS	CONCRETE MONUMENT SET
CP	COMPUTED POINT
R/W	RIGHT-OF-WAY
SF	SQUARE FOOT
MB	MAP BOOK
DB	DEED BOOK
PG	PAGE
FS	FRONT SETBACK
RY	REAR YARD SETBACK
SY	SIDE YARD SETBACK
SSY	SIDE STREET YARD SETBACK
---	LINES SURVEYED
- - -	LINES NOT SURVEYED
- - -	RIGHT-OF-WAY
	TRAIN TRACKS
	AREA IN NCDOT R/W
	AREA IN RAILROAD R/W
	POSSIBLE GORE
	AREA "A" DONATED PORTION/PROTECTED NATURAL AREA



Know what's below.
Call before you dig.
NORTH CAROLINA
ONE-CALL CENTER INC.
DIAL 811 or 1-800-632-4949
2 BUSINESS DAYS BEFORE DIGGING
www.ncocc.org

LINE	BEARING	DISTANCE
L1	S 71°01'12" E	14.74'
L2	S 71°01'12" E	25.37'
L3	S 71°01'12" E	34.57'
L4	N 64°53'53" W	24.77'
L5	N 64°53'53" W	33.43'
L6	S 35°10'08" W	11.12'
L7	N 37°07'42" E	43.64'
L8	N 38°54'43" E	28.71'
L9	N 64°53'53" W	14.48'

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

Frank H Akers III
I, REVIEW OFFICER OF MECKLENBURG COUNTY, N.C.
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS
ALL STATUTORY REQUIREMENTS FOR RECORDING.

Signed by: Frank H Akers III 12/6/2024
REVIEW OFFICER DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE PLAT IS NOT A SUBDIVISION BUT HAS BEEN FOUND TO
COMPLY WITH THE SUBDIVISION AND ZONING REGULATIONS OF THE DAVIDSON
PLANNING ORDINANCE, AND HAS BEEN APPROVED AND ACCEPTED BY THE TOWN OF
DAVIDSON FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF
MECKLENBURG COUNTY.

DocuSigned by:
Jason Burdette 12/6/2024
PLANNING DIRECTOR, TOWN OF DAVIDSON DATE

CERTIFICATE OF APPROVAL FOR RECORDING- WATERSHED

THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED.
DEVELOPMENT RESTRICTIONS MAY APPLY. I CERTIFY THAT THE PLAT SHOWN
HEREON COMPLIES WITH THE WATERSHED PROTECTION ORDINANCE AND IS
APPROVED BY THE TOWN OF DAVIDSON FOR RECORDING AT THE
MECKLENBURG COUNTY REGISTER OF DEEDS OFFICE

DocuSigned by:
Jason Burdette 12/6/2024
WATERSHED ADMINISTRATOR, TOWN OF DAVIDSON DATE

DENSITY AVERAGING/BUILT-UPON-AREA TRANSFER PLAT

THE PLAT REPRESENTS A TRANSFER OF BUILT-UPON-AREA THROUGH
PRESERVATION OF A DEDICATED, UNDISTURBED NATURAL AREA FOR
PROPERTIES WITHIN THE JURISDICTION OF THE TOWN OF DAVIDSON.
THE RESULTING ACTION MAY OR MAY NOT CREATE TRACTS OF LAND
THAT ARE COMPLIANT WITH THE DAVIDSON PLANNING ORDINANCE
(DPO). THIS PARCEL IS SUBJECT TO THE DPO BUILT-UPON AREA
AVERAGING STANDARDS: ANY CHANGE TO THE DEVELOPMENT
PROPOSAL AFFECTING THE APPROVED BUILT-UPON-AREA ALLOWANCE
REQUIRES AMENDMENT TO THE EXISTING BUILT-UPON AREA
AVERAGING CERTIFICATE AND APPROVAL BY THE DAVIDSON BOARD OF
ADJUSTMENT. THE PLANNING DIRECTOR RESERVES THE RIGHT TO MAKE
PERIODIC SITE INSPECTIONS TO ENSURE COMPLIANCE WITH THESE
CONDITIONS.

DocuSigned by:
Jason Burdette 12/6/2024
PLANNING DIRECTOR, TOWN OF DAVIDSON DATE

FLOOD HAZARD CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED IN A
SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE
AND MANAGEMENT ADMINISTRATION, DATED: NOVEMBER 16, 2018
(FIRM # 3710465400L).

DocuSigned by:
Jason Burdette 12/6/2024
WATERSHED ADMINISTRATOR, TOWN OF DAVIDSON DATE

MECKLENBURG COUNTY

APPROVED IN ACCORDANCE WITH THE ENGINEERING REQUIREMENTS OF
THE SUBDIVISION ORDINANCE OF THE TOWN OF DAVIDSON,
MECKLENBURG COUNTY, NORTH CAROLINA.

Signed by:
Christina Hill 12/6/2024
MECKLENBURG COUNTY STAFF DATE

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2024 Dec 06 03:38 PM RE Excise Tax: \$ 0.00
Book: 74 Page: 863 - 863 Fee: \$ 21.00
Instrument Number: 2024117193

Fredrick Smith

NOTES

- THE PURPOSE OF THIS PLAT IS TO DEDICATE THIS LAND TO THE TOWN OF DAVIDSON AS
A PUBLIC PARK AND ALLOCATE BUILT-UPON AREA FROM AREA A ON PARCEL # 00328302
TO ANOTHER PARCEL OF LAND LOCATED WITHIN THE SAME WATERSHED (PARCEL #
00323193). THE REMAINING BUILT-UPON AREA FROM AREA A IS 0 SF, THOUGH
BUILT-UPON AREA MAY REMAIN WITHIN THE IDENTIFIED RIGHT-OF-WAY AREA. THE
DONATED AREA A IS TO REMAIN PROTECTED IN PERPETUITY.
- SITE DATA:
PHYSICAL ADDRESS: **# 956 SHEARER STREET**
TAX PARCEL NO.: **003-283-02**
ZONING CLASSIFICATION: **NEIGHBORHOOD CENTER 1**
ZONING JURISDICTION: **TOWN OF DAVIDSON**
TOTAL SITE ACREAGE: **0.63 AC**
AREA A ACREAGE: **0.43 AC**
- AREA A: **UNDISTURBED NATURAL AREA METES AND BOUNDS**
956 SHEARER ST
TAX PARCEL 003-283-02

LYING AND BEING SITUATED IN THE TOWN OF DAVIDSON, MECKLENBURG COUNTY, NORTH
CAROLINA.

BEGINNING AT AN FOUND #4 REBAR IN THE EASTERLY MARGIN OF SHEARER STREET AND BEING
THE COMMON CORNER OF LOT 2 OF OUR TOWNS OF NORTH MECKLENBURG SOUTH IREDELL
HABITAT FOR HUMANITY SUBDIVISION RECORDED AT MAP BOOK 50 AT PAGE 894 OF THE
MECKLENBURG COUNTY PUBLIC REGISTRY; RUNNING THENCE WITH SAID PROPERTY SOUTH
71°01'12" EAST 196.06 FEET TO A POINT, SAID POINT BEING IN THE NORTHERN MARGIN OF THE
SOUTHERN RAILROAD RIGHT OF WAY; THENCE WITH THE RIGHT OF WAY THREE (3) COURSES AND
DISTANCES, 1) SOUTH 35°10'08" WEST 11.12 FEET TO A POINT, 2) SOUTH 37°07'42" WEST 43.64
FEET TO A POINT, 3) SOUTH 38°54'43" WEST 28.71 FEET TO A POINT; THENCE NORTH 64°53'53"
WEST 184.27 FEET TO A POINT IN THE EASTERN MARGIN OF SHEARER STREET; THENCE WITH SAID
MARGIN NORTH 31°53'51" EAST 61.04 FEET TO THE POINT AND PLACE OF BEGINNING AND
CONTAINING 0.36 ACRE +/- AS SHOWN ON A SURVEY ENTITLED IMPERVIOUS TRANSFER BY
CHRISTOPHER D. FAULK L-5013, DATED JANUARY 19th, 2021.
- DONATED AREA A IS TO REMAIN PROTECTED IN PERPETUITY.
- BUA VALUES:
15,896 SF EXISTING BUA ALLOCATION (TAX ID # 003-283-02)
0 SF TOTAL PROPOSED BUA ALLOCATION (TAX ID # 003-283-02)
15,896 SF BUA ALLOCATION TO (TAX ID # 003-231-93)
- WATERSHED DESIGNATION: **LAKE NORMAN WATERSHED CRITICAL AREA**
- THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS,
RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS AND PRELIMINARY PLAN WHICH
MAY BE OF RECORD.
- AREA CALCULATED BY COORDINATE COMPUTATION.
- UNDERGROUND UTILITIES ARE NOT LOCATED AT THE TIME OF SURVEY. IF SHOWN, UTILITY
LOCATIONS ARE APPROXIMATE BASED ON LOCATIONS OF ABOVE GROUND APPURTENANCES.
UNDERGROUND UTILITIES NOT SHOWN HEREON MAY EXIST.
- OFFSITE ADJOINER LINES AND RIGHT-OF-WAY LINES SHOWN AS DASHED ARE
APPROXIMATE AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
- IRON PINS AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

IMPERVIOUS TRANSFER

AT PROPERTY KNOWN AS
956 SHEARER STREET
PARCEL ID# 003-283-02, DB 25230 PG 537
TOWN OF DAVIDSON, MECKLENBURG COUNTY, NC
OWNER: PROSPECTIVE DONEE-TOWN OF DAVIDSON

METROLINA
LAND SURVEYING, INC.
SURVEYING • MAPPING • PLANNING

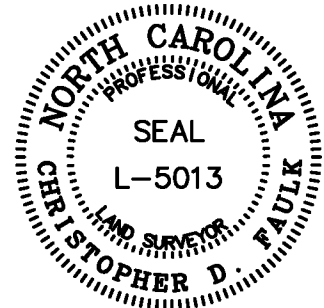
8521 CROWN CRESCENT CT.
CHARLOTTE, NC 28227

P (704) 741-1700
C (980) 721-2353
NC #C-4584 & SC #C-6106

Job No. 001-21-002
Date 12/06/2024
Proj. Mgr. CDF
Drawn CDF
Checked CDF
Sheet 1

"I, CHRISTOPHER D. FAULK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL
SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 25230, PAGE
537); THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000; THAT THIS PLAT WAS
PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION
NUMBER AND SEAL THIS 6th DAY OF DECEMBER, A.D., 2024.

Signed by:
Christopher D Faulk
PROFESSIONAL LAND SURVEYOR L-5013



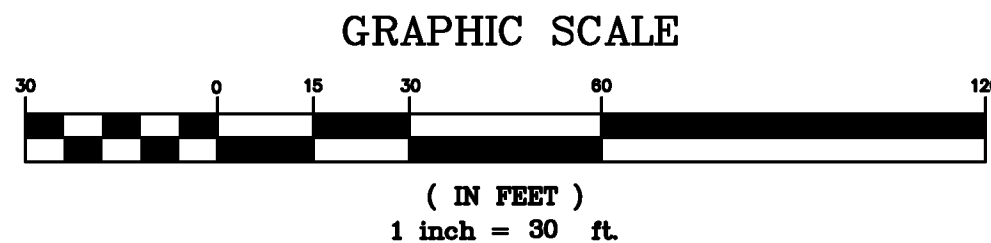
I, Christopher D. Faulk, Professional Land Surveyor No. L-5013,
certify to one or more of the following as indicated
thus: ☒ or ☐.

☒ D. That this plat is of a survey of another category, such as
the recombination of existing parcels, a court-ordered
survey or other exception to the definition of subdivision.

FLOOD NOTE:

NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN
A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE
MAP: COMMUNITY PANEL 3710465400L, DATED: NOVEMBER 16, 2018.

REVISIONS:
1) 2-08-21 REVISED PER TOWN COMMENTS (CDF)
2) 2-23-21 REVISED PER TOWN COMMENTS (CDF)
3) 8-19-21 REVISED PER TOWN COMMENTS (ART)
4) 8-26-21 REVISED PER TOWN COMMENTS (ART)
5) 9-23-21 REVISED PER TOWN COMMENTS (ART)
6) 9-30-21 REVISED PER TOWN COMMENTS (ART)
7) 10-13-21 REVISED PER TOWN COMMENTS (ART)
8) 10-27-21 REVISED PER TOWN COMMENTS (ART)
9) 11-10-21 REVISED PER TOWN COMMENTS (ART)
10) 12-06-21 REVISED PER COUNTY COMMENTS (ART)
11) 11-14-24 REVISED THE OWNER INFO (CDF)
12) 11-19-24 REVISED THE OWNER INFO (CDF)



NORTH CAROLINA SPECIAL WARRANTY DEED OF GIFT

Excise Tax: No Consideration was paid-gift of real property.

Tax Lot No. 00328302 Parcel Identifier No. _____

Verified by _____ County on the ____ day of _____, _____

By _____

Mail after recording to Grantee at the address below

This instrument was prepared by The Odom Firm, PLLC (Leslie M. Webb)

Brief description for the Index

Vacant Lot-956 Shearer Street 74/863

THIS DEED made this _____ day of _____, December _____, 2024, by and between

GRANTOR

CAROLINA COTTAGE HOMES, LLC,
a North Carolina limited liability company

2550 W. Tyvola Road, Suite 100
Charlotte, North Carolina 28217

GRANTEE

TOWN OF DAVIDSON,
a North Carolina municipal corporation

PO Box 579
Davidson, North Carolina 28036
Attn: Town Manager

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, has and by these presents does grant, gift and convey unto the Grantee in fee simple, that certain lot or parcel of land situated in the Town of Davidson, Mecklenburg County, North Carolina and more particularly described more particularly described as follows:

Being all of that certain tract of parcel of land designated as “-Vacant- Town of Davidson .43 Acres”, including all right, title and interest of Grantor (if any) in and to any right of way or gap adjacent to said tract, all as depicted on plat recorded in Map Book 74, Page 863, in the Mecklenburg County Public Registry (the “Property”).

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 34595, Page 620 and is depicted on plat recorded in Map Book 74, at Page 863, all in the Mecklenburg County Public Registry.

All or a portion of the Property herein conveyed ☐ includes or ☒ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title to the Property against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated. Title to the Property hereinabove described is subject to the following exceptions:

1. Ad valorem taxes for 2025 and subsequent years, not yet due and payable.
2. Restrictions, covenants, easements, and conditions of record.
3. All matters revealed by maps recorded in Map Book 70, Page 90 and Map Book 74, Page 863.

(SEE ATTACHED SIGNATURE/NOTARY PAGE)

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing deed as of the day and year first above written.

Carolina Cottage Homes, LLC,
a North Carolina limited liability company

By: _____(SEAL)
Michael Adam Danneman
Its: Division President

State of North Carolina - County of Mecklenburg

I, the undersigned Notary Public, of the County and State aforesaid, certify that Michael Adam Danneman personally came before me this day and acknowledged that he is the duly authorized Division President of **Carolina Cottage Homes, LLC**, a North Carolina limited liability company (the “**Company**”), and that by authority duly given and as the act of the **Company**, he signed the foregoing instrument in his capacity as Division President of the **Company**. Witness my hand and notarial stamp or notarial seal, this ____ day of December, 2024.

My Commission Expires: _____

(Affix Notarial Stamp or Seal)

(Signature)

Notary Public: _____
(Print Name)



AGENDA MEMO

To: Davidson Board of Commissioners

From: Lindsay Laird, Senior Planner

Date: December 10, 2024

Re: Discuss Sloan House Request for Proposals (RFP)

ITEM SUMMARY/OVERVIEW

In 2023, the Town commissioned a building conditions assessment and use study for the Sloan House, located at 230 South Main Street, partially funded with a federal Historic Preservation Fund grant for Certified Local Governments from the National Park Service. The purpose of the study was to ascertain the current material health of the building, form recommendations for ongoing maintenance, and brainstorm possible adaptive reuse strategies sensitive to the building's historic character.

Based on the Sloan House study, staff partnered with the Charlotte-Mecklenburg Historic Landmarks Commission to draft a Request for Proposals (RFP) for adaptive reuse and/or redevelopment of the Sloan House. The Town seeks a buyer for the Sloan House who has a vision for development that aligns with the proposed development programs outlined in the Sloan House study. The ultimate objective is for the completed project to be an aesthetically appealing historic asset preserved for Davidson, an active and vibrant contributor to the local economy, and a visible connection between Davidson's historic downtown core and the South Main Street business district.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community – Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

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

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.

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'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

Staff will update the Sloan House RFP based on feedback from the December 10, 2024, Town Board meeting. The final RFP will be presented to the Town Board for potential approval in January 2025. Once approved, staff will issue the RFP to the public.



REQUEST FOR PROPOSALS
For Adaptive Reuse/Redevelopment of The Sloan House,
230 South Main Street
Davidson, NC 28036



Figure 1. Sloan House Front Facade

I. Introduction

The Town of Davidson, in partnership with the Charlotte-Mecklenburg Historic Landmarks Commission (CMHLC), requests proposals for the adaptive reuse and/or redevelopment of the Louise Sloan House (“Sloan House”) located at 230 South Main Street, Davidson, NC (Tax Parcel ID 00325802). The property is designated as part of a local historic district and is also listed as a contributing structure to the Davidson National Register Historic District. Currently, the Davidson Police Department uses the building for offices and storage.

In 2023, the Town commissioned a building conditions assessment and use study for the Sloan House, partially funded with a federal Historic Preservation Fund grant for Certified Local Governments from the National Park Service. The report discusses the current condition of the building, recommended maintenance items, and a test fit of four historically appropriate uses. See **Attachment 1** under the “Resources” section below for a link to the report.

II. Historical Background

The Louise Sloan House is a Queen Anne cottage-style house that was built c. 1900 at the edge of the commercial sector of downtown Davidson. As described in the historic structure data sheet in the archives:

It is a one and one-half story framed dwelling with a complex roof structure. A high hipped roof covers the main block of the building, and has a projecting front-gabled wing, two projecting side gabled wings, a bay window dormer and a rear ell all extending out from it. The entire structure is still covered with its original pressed tin roof. Two brick interior chimneys rise up through the hipped section of the roof. The exterior of the house is weatherboarded, and still has some of its decorative wood trim, including spindlework [sic] brackets and sawn brackets. The front porch retains its turned wood columns and balusters and sawn brackets.

The house was built by James Lee “Jimmy Lee” Sloan (d. 1932), a descendant of a prominent Davidson family. Mr. Sloan was an entrepreneur, and sometimes government official, who brought cotton mills into Davidson and added a manufacturing economy to the College’s presence as the main employer for the town. Mr. Sloan had two daughters, Marie and Louise (1892-1992), from his first marriage to whom he gifted the house in 1924 following his marriage to his second wife. By that time, Marie had already married and moved away so the house was transferred to her sister Louise, who lived in the house for another 60+ years.

Louise Sloan sold the house to the Town of Davidson in 1989. The house was occupied by the Town Attorney, Richard Kline, for his offices following a \$30,000 restoration, which included modernizing the electrical service. Ms. Sloan did not significantly alter the house during her tenure there and Mr. Kline respected the integrity of the historic features and spaces. The most significant alteration to the plan was converting the kitchen in the northeast corner room into an office with toilet room. There were also minor alterations to the side and rear porches. Aside from these alterations, the house is remarkably well intact with original interior finishes and trim.

III. General Information

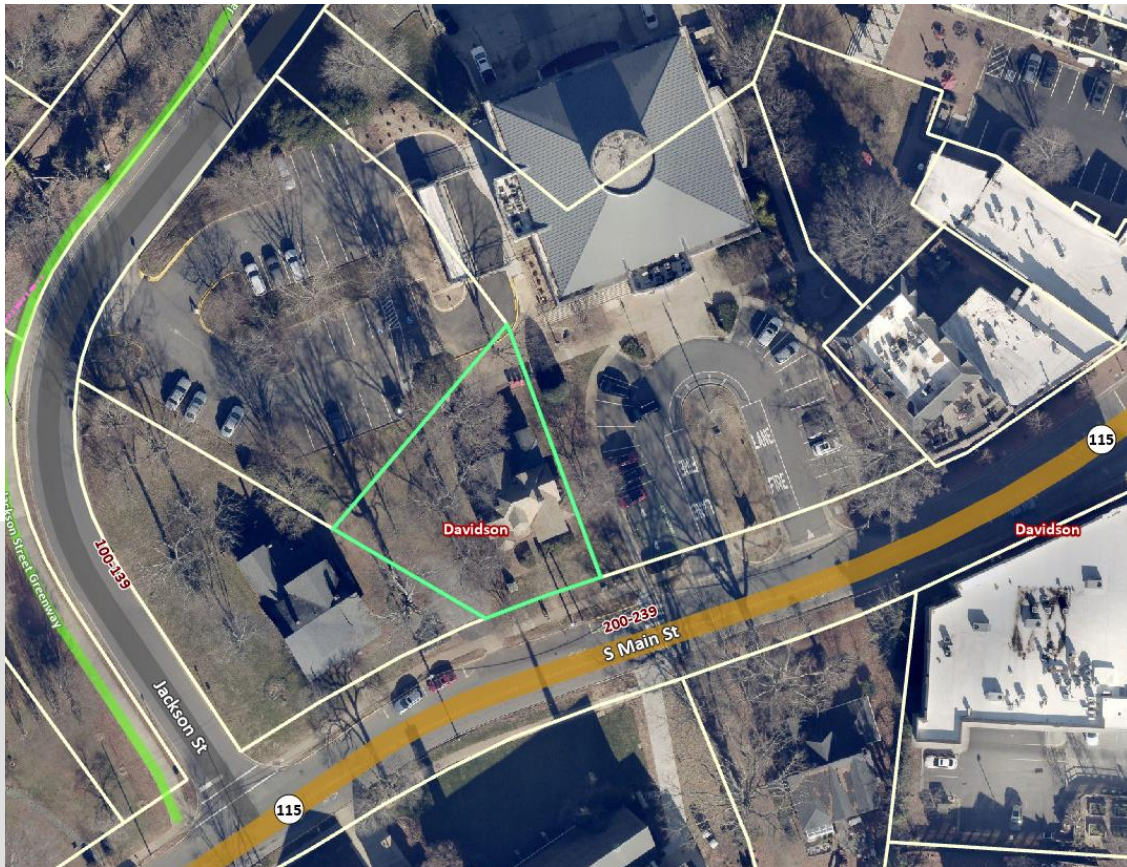


Figure 2. Location Map

- **Address:** 230 S Main Street, Davidson, NC 28036
- **Parcel ID:** 00325802
- **Current Owner:** Town of Davidson
- **Planning Areas (i.e., zoning classification):** Village Center Planning Area; Village Parking Overlay District; Local Historic District Overlay; Retail Frontage Overlay District
- **Year Built:** 1900
- **Square Footage:** 2,830 +/- SF (includes unconditioned attic spaces as concealed areas); 1,404 finished area
- **Building Height:** Approximately 24'
- **Stories:** 2
- **Permitted Uses:** Retail, Primary**; Retail, Secondary**; Professional Services; Commercial Services; See Davidson Planning Ordinance Section 2.2.1 for a full list of uses (Attachment 2)
- **National Register Historic District:** The property is contributing to Davidson's National Register Historic District, making it eligible for federal and state historic rehabilitation tax credits.

***Use is required on first floor of all buildings in the Retail Frontage Overlay District*

IV. Development Objectives

The Town of Davidson seeks a buyer for the Sloan House who has a vision for development that aligns with the proposed development programs outlined in the Sloan House Conditions Assessment and Building Use Study (**Attachment 1**), a reasonable timeframe for completing the renovations, and the financial resources needed to complete a successful project. The selected respondent will be expected to remedy any structural deficiencies, replace or repair mechanical, electrical and plumbing systems and construct any other improvements required to meet current building codes. All rehabilitation work must be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties and the Davidson Historic District Design Standards. The selected respondent will also be required to grant a preservation easement on the property to a qualified preservation organization (i.e., Charlotte-Mecklenburg Historic Landmarks Commission, Preservation NC, etc.). The easement shall ensure the Sloan House will not be demolished in perpetuity. Further, the Town will require that the history of the house be celebrated through such interpretive means as signage, artwork, or exhibits as part of the redevelopment plan.

The timeline for renovations may be presented in phases. Construction shall start within one year of a completed agreement. Proposed uses shall be harmonious with and complimentary to traditional, historic commercial business districts. Retail and/or dining is required for the street level. The installation of outdoor seating areas/tables to enliven the Sloan House's Main Street presence shall be required. Energy efficiency and alternate energy source applications are encouraged. The ultimate objective is for the completed Sloan House project to be an aesthetically appealing historic asset for Davidson, an active and vibrant contributor to the local economy, and a visible connection between Davidson's historic downtown core and the South Main Street business district.



Figure 3. Sloan House Streetscape Rendering – Sloan House Conditions Assessment & Building Use Study

V. **Potential Incentives**

Incentives applicable to rehabilitation/redevelopment of the Sloan House may include the following:

- **Significant federal and state historic rehabilitation tax credits** administered by the State Historic Preservation Office in partnership with the National Park Service. Additional information is available on the NC State Historic Preservation Office website at [Rehabilitation Tax Credit Programs | NC HPO](#)
- **Landmark designation** through the Charlotte-Mecklenburg Historic Landmarks Commission. The landmark designation can apply to the exterior only or to both the interior and exterior of a structure. The owner of a designated historic landmark may receive a 50% reduction of property taxes on the designated portions of the property. Additional information is available at www.landmarkscommission.org
- **Preservation easements** granted to a qualified preservation organization, either private nonprofit or governmental (i.e., Charlotte-Mecklenburg Historic Landmarks Commission, Preservation NC, etc.). An owner granting an easement may benefit from savings in real estate, income tax and property taxes. Additional information on preservation easements is available at www.presnc.org/get-help/easements-covenants/
- **Main Street Business Grants** administered by the Town of Davidson. Funds may be used for exterior or interior improvements that are permanent. Additional information is available at www.townofdavidson.org/mainstreetgrant
- **Placemaking Grants** administered by the Town of Davidson. Funds are available for creative reinventing of public spaces. Additional information is available at www.townofdavidson.org/placemaking
- **Potential partnerships with the Town of Davidson** on historic interpretation/signage and outdoor seating/streetscape improvements along Main Street.

VI. **Proposal Content**

Each proposal should respond to the requirements noted below (as applicable). Each of the following requirements should be clearly addressed and described in the greatest detail possible:

1. **Summary:**

- a. Introduce the respondent and team members, explain the reason for interest in purchasing and redeveloping the property and briefly describe the benefits of the proposed project to the Town of Davidson.
- b. Please include the name, address, email, and telephone number of the principal respondent as well as any other information that may be pertinent.

2. **Developer Qualifications (Please respond to the following as applicable):**

- a. Describe similar projects undertaken by the respondent and team members. Include the rehabilitation scope, financial structure and management of the rehabilitation/development process.
- b. Discuss any specific experience with historic preservation projects, in particular with meeting the Secretary of Interior's Standards.
- c. Explain any experience with identifying and securing target tenants.
- d. Demonstrate past ability to operate and maintain commercial real estate projects once completed, including sustaining occupancy and addressing ongoing operation needs.

- e. Indicate sufficient staff and consultant resources to meet the project objectives. Include the architect, structural engineer, contractor and other critical consultants that are proposed.
3. **Rehabilitation and Development Concept:**
 - a. Describe the proposed rehabilitation plan and how retaining the historic fabric and adding modern building systems will be addressed. Include a maintenance plan that assures the property will be preserved in perpetuity.
 - b. Discuss proposed uses for the building spaces. Proposals should include a concept plan, which clearly shows the anticipated development of the property. The plan should emphasize building additions or deletions (if any) and plans for future improvements to the site. Graphic sketches or renderings may be helpful.
 - c. Include a proposed program for interpreting the history of the building, e.g. interpretive signage, artwork, etc.
4. **Development Schedule:**
 - a. A schedule of intended development activities shall be presented in detail.
 - b. If the restoration/development plan is to be done in phases, there shall be a clear indication of which items are included in each phase. The approximate timing for each development phase shall be indicated and whether the phasing is sequential or overlapping. When certain assumptions are made regarding local and national economic conditions and market strength, qualifying statements may be helpful.
5. **Financial Capacity:**
 - a. Provide a current real estate portfolio of properties either owned or managed by the respondent. Please include at least one detailed example of a similar rehabilitation project (include photos, timeline, financing, etc.)
 - b. List and describe all current projects in the respondent's pipeline, including status, development schedule and financial commitments.
 - c. Describe the current relationship with lenders and ability to obtain necessary financing for the project. Provide lender references.
 - d. Indicate whether historic rehabilitation tax credits will be used for the project.
6. **Acquisition Options:** The options indicated represent potential methods for the Town of Davidson to achieve a fair return for the Sloan House property and building.
 - a. Cash sale of property – indicate the exact amount offered for the property.
 - b. Partnership arrangement – providing payment to the Town of Davidson for the purchase over a short time period (3-5 years) – indicate the exact amount to be paid at closing and payment schedule and dollar amounts.
7. **Acceptance of Historic Preservation Limitation:**
 - a. The developer shall acknowledge acceptance of protective covenants or other appropriate legal instruments and design review authority by the Town of Davidson through the Historic Preservation Commission, including prevention of demolition of any portions of the subject property, including demolition through neglect, without prior written consent of the Town of Davidson.
 - b. The Town retains a first right of refusal on the property in the event of a sale, and also retains the option to repurchase the property if the covenants are violated and the violations are not corrected. The covenant agreement is recorded at the county Register of Deeds and runs in perpetuity with the deed to the property, thus protecting the historic resource for future generations.

- c. The Town will not allow the subdividing of the subject property without prior written consent of the Town. The Town, through the Historic Preservation Commission, retains control of all material changes to all portions of the subject property.

VII. Submission of Proposals

Those interested in the project area are invited to submit a proposal that addresses the criteria listed above. Proposals shall be reviewed by the Town of Davidson Board of Commissioners, staff, and may include select members of advisory board(s) as applicable. A pre-submittal meeting and building tour is available upon request.

All proposals for consideration must be received by the Town of Davidson on or before [XXXX, 2025], at 5:00 p.m. Proposals should be directed to:

Lindsay Laird, Senior Planner
Town of Davidson
251 South Street
Davidson, NC 28036

Telephone: 704-940-9611
llaird@townofdavidson.org

VIII. Selection Process

The Town of Davidson envisions the following process to guide proposal selection:

- **January 2025:** Release RFP to the public
- **February 2025:** Answer questions from respondents and schedule building tours as needed
- **March/April 2025:** RFP response deadline
- **April 2025:** RFP Selection Committee including town staff, representatives from the Charlotte-Mecklenburg Historic Landmark Commission, and two Board of Commissioners will review proposals
- **April/May 2025:** Interviews [Select Participants]
- **June 2025:** RFP Selection Committee selects preferred proposal
- **July 2025:** Presentation of preferred proposal to the Board of Commissioners & the Charlotte-Mecklenburg Historic Landmarks Commission
- **Fall 2025:** Execute sale of property in partnership with the Landmarks Commission

IX. Resources

- **Attachment 1:** [Sloan House Conditions Assessment & Building Use Study](#)
- **Attachment 2:** [Davidson Planning Ordinance](#)
- **Attachment 3:** [Davidson Historic District Design Standards](#)
- **Attachment 4:** [Davidson Historic District Designation Report](#)
- **Attachment 5:** [Downtown Small Area Plan](#)
- **Attachment 6:** [Template Preservation Easement](#)

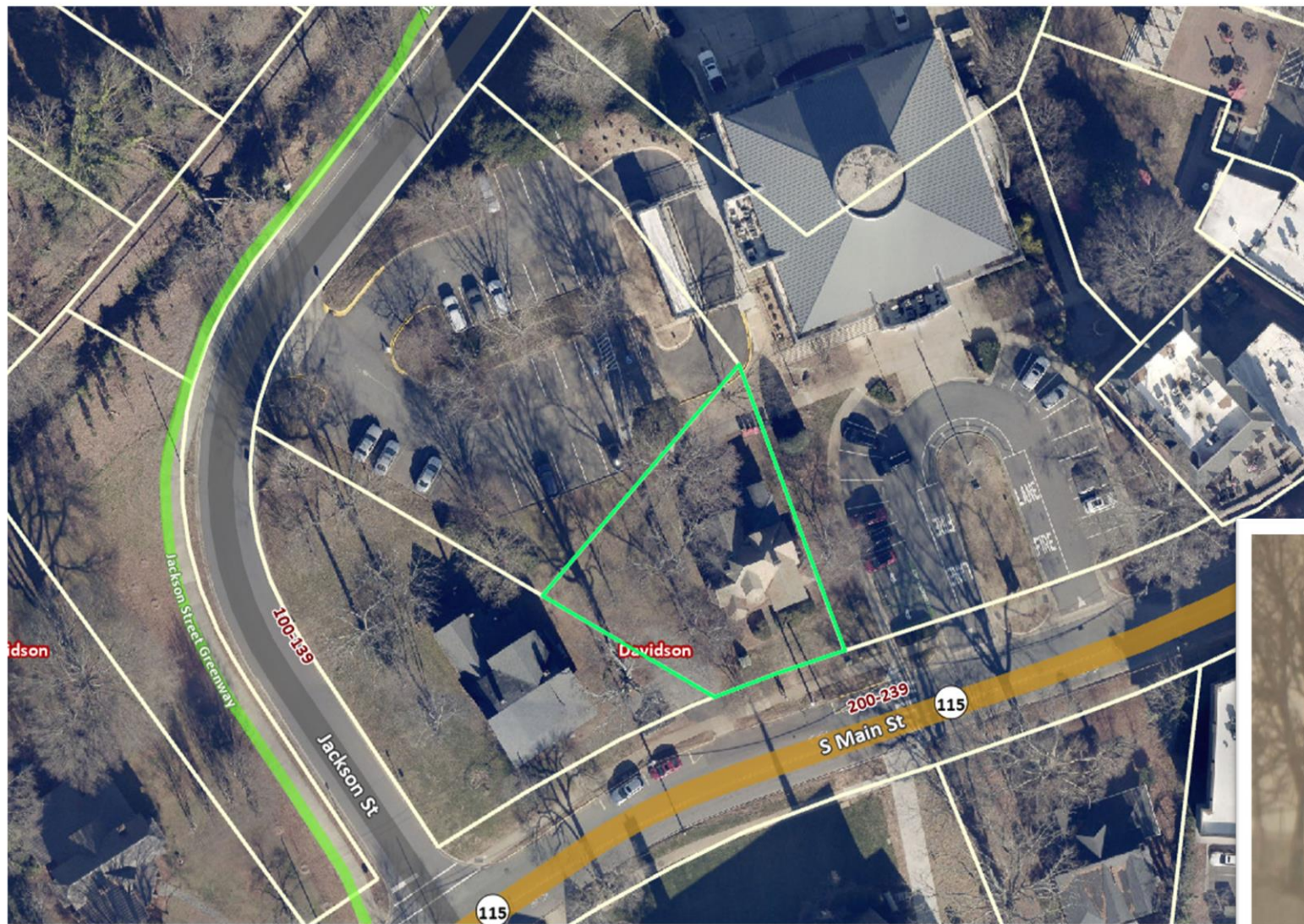


Sloan House Request for Proposals for Adaptive Reuse / Redevelopment

Lindsay Laird
Senior Planner
December 10, 2024

www.townofdavidson.org

Louise Sloan House



Adopted Plans

Historic Preservation Plan

Action Items:

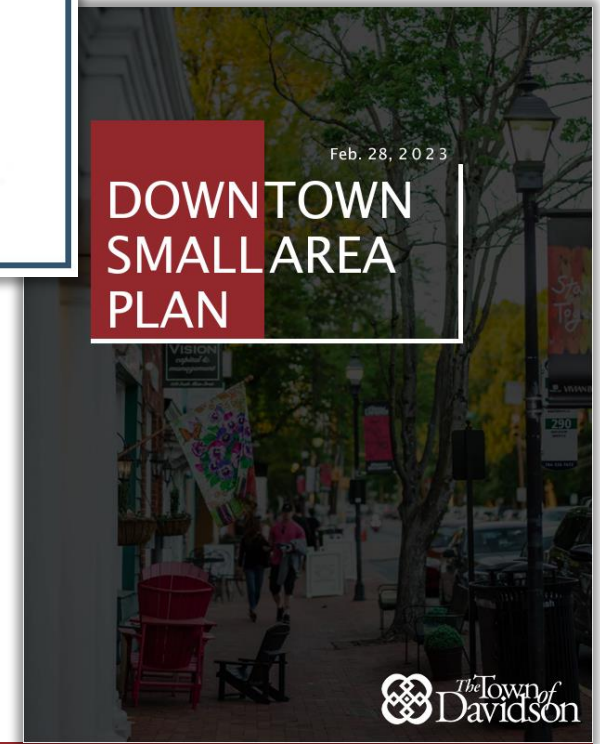
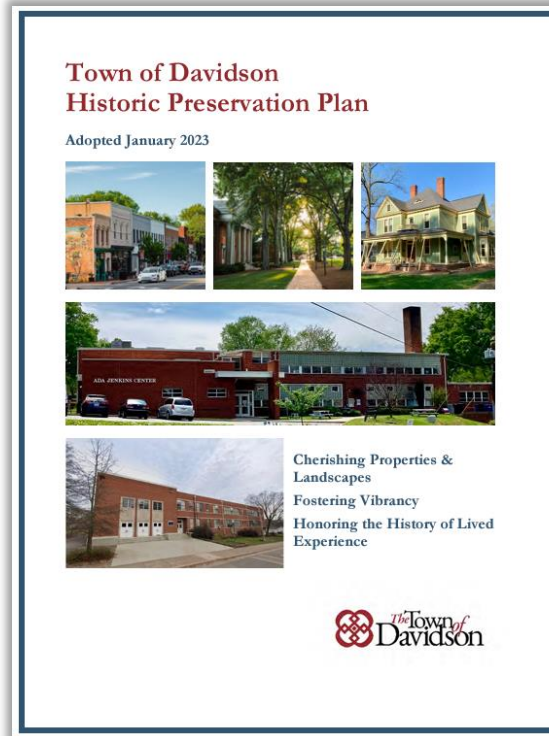
- ☐ 5.4.A: Explore opportunities for town-owned assets downtown.
- ☐ 5.4.B: Enhance accessible connections to downtown in every direction through placemaking initiatives, especially from West Davidson to downtown and from downtown to South Main Street.
- ☐ 6.2.B: For Town-owned properties within the National Register historic district: (1) Follow the Secretary of the Interior's Standards for the Treatment of Historic Properties (where feasible) when rehabilitating contributing structures; and (2) Place restrictive preservation covenants on properties with historical significance prior to their sale.

Downtown Small Area Plan

Issue: People don't walk from North Main Street to South Main Street. How might we make it easier to walk from N/S or S/N Main Street?

Ideas: Create interest and focal points along the way:

- ☐ Create a food court in Town Hall [horseshoe] parking lot.
- ☐ Town Hall and Sloan House need to help connection, create commerce opportunities there.



Adopted Plans

2024-2025 Strategic Plan

Healthy, Livable, & Vibrant Community – Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

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

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.

Comprehensive Plan

Goal 2.4 A Preserved Historic Fabric

- ☐ Policy 2.4.1: Support Preservation of Historic Properties and Districts
- ☐ Policy 2.4.2: Minimize Impacts on Existing Historic Resources
- ☐ Policy 2.4.4: Encourage Reuse and Rehabilitation

Goal 4.2 A Thriving & Balanced Economy

- ☐ Policy 4.2.2: Build Upon and Leverage Existing Assets
- ☐ Policy 4.2.3: Support Independent Business Development

Goal 5.3 Long-Term Fiscal Health

- ☐ Policy 5.3.1: Promote Use of Existing Resources



Sloan House CLG Grant Study (2023)

- **Existing Conditions Assessment**

- Interior & Exterior Features; Building Systems

- **Maintenance Recommendations**

- **Proposed Development Program**

- Case Studies; Concept Site Design

- Test-fit of Commercial Uses:

1. Taproom
2. Small Restaurant
3. Retail (florist, boutique store, or similar)
4. Office

- **Estimated Costs of Construction**

- Building & Project; Sitework



Sloan House CLG Grant Study (2023)



Option 1: Taproom



Option 2: Small Restaurant



Option 3: Retail

Sloan House CLG Grant Study (2023)



SLOAN HOUSE REHABILITATION CONCEPT SITE PLAN

November 6, 2023





Why partner with HLC?

Charlotte-Mecklenburg
Historic Landmarks Commission

- Local preservation expertise
- Experience buying & selling historic properties
- Have issued similar RFPs for historic properties
- Hold preservation easements for properties across Mecklenburg County
- Using HLC as a “passthrough entity” at closing allows the town to accept the offer that best aligns with development objectives – not necessarily the highest bid
- HLC is excited to partner on this project & has capacity to do so

Sloan House RFP for Adaptive Reuse/Redevelopment

- **Development Objectives**

- Historically Appropriate Commercial Use
- Enliven Sloan House's Main Street Presence
- Reasonable Timeframe
- Prevent Demolition (via preservation easement)

- **Potential Incentives**

- Historic Rehabilitation Tax Credits (state & federal)
- Landmark Designation (property tax reduction)
- Preservation Easements (savings in real estate, income, & property taxes)
- Main Street Business Grants
- Placemaking Grants
- Other Town Partnerships (i.e., historic interpretation, outdoor seating, streetscape improvements, etc.)

- **Proposal Content & Submission Requirements**

- Developer Qualifications
- Rehabilitation/Development Concept
- Financial Capacity
- Acquisition Options
- Acceptance of Historic Preservation Limitation

Timeline/Selection Process (Tentative)

- ❑ **January 2025:** BOC approves final RFP; RFP is released to public
- ❑ **February 2025:** Answer questions from respondents and schedule building tours as needed
- ❑ **March/April 2025:** RFP response deadline
- ❑ **April 2025:** RFP Selection Committee including town staff, representatives from the Charlotte-Mecklenburg Historic Landmark Commission, and two Board of Commissioners will review proposals
- ❑ **April/May 2025:** Interviews [Select Participants]
- ❑ **June 2025:** RFP Selection Committee selects preferred proposal
- ❑ **July 2025:** Presentation of preferred proposal to the Board of Commissioners & the Charlotte-Mecklenburg Historic Landmarks Commission
- ❑ **Fall 2025:** Execute sale of property in partnership with the Landmarks Commission

Discussion





AGENDA MEMO

To: Davidson Board of Commissioners
From: Douglas Wright, Project Manager
Date: December 10, 2024
Re: Consider Approval of Historic Gym Contract

ITEM SUMMARY/OVERVIEW

In January 2024, the Town engaged the design-build team of Balfour-Beatty and Creech & Associates to rehabilitate the historic gymnasium located at 251 South Street. In May 2024, the Board of Commissioners approved a floor plan designated as "Option 5", in which the existing balcony is removed and restrooms are added in an addition constructed on the rear of the building. With 60% design complete, the design-build team has indicated the cost estimate has increased. Staff presented options at the November 26, 2024 Board meeting. Option 2 is included in the presentation for consideration tonight. It is important to note, in order to be eligible for an American Rescue Plan Act grant of \$2,000,000, the Town must be under contract by December 31, 2024. If a contract is executed, the construction completion date is December 30, 2026

ACTION/PROPOSED MOTION

MOTION 1: To approve the Historic Gymnasium Rehabilitation Contract with Balfour Beatty Construction, LLC.
MOTION 2: To approve the allocation of 2021 and 2023 G.O. Bond Funds to the Historic Gymnasium Rehabilitation Project as presented.
MOTION 3: To approve Budget Amendments 2025-16 and 2025-17.

RELATED TOWN GOALS

Strategic Plan Alignment

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

Core Values

The physical, social, and intellectual well-being of Davidson citizens is fundamental to our community, so town government will provide and encourage enjoyable, safe, and affordable recreational and cultural lifelong learning opportunities.

Citizens entrust town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

NEXT STEPS

If approved, staff will execute the contract and the project will proceed.

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>
11-20-4510-356	Street Repair/Resurfacing		\$200,000.00

Budgeted expenditures will fund the resurfacing of Town streets.

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>
11-20-3901-300	Powell Bill Fund Balance Appropriated		\$200,000.00

The Town will use Powell Bill fund balance to fund a resurfacing project.

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 10th day of December, 2024

By: _____

Rusty Knox

Mayor

ATTEST:

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>
10-40-9910-515	C/O – South Street Gymnasium		\$500,000.00
10-40-9910-500	C/O – Street Resurfacing	\$200,000.00	

Budgeted expenditures will fund a contract to renovate the gymnasium at 251 South Street. \$200,000 from the street resurfacing budget and \$300,000 from fund balance.

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>
10-00-3990-980	Fund Balance Appropriated		\$300,000.00

Fund Balance will be used to fund a contract to renovate the gymnasium at 251 South Street.

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 10th day of December, 2024

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk

DRAFT

DESIGN-BUILD AMENDMENT (FIXED GUARANTEED MAXIMUM PRICE)

This DESIGN-BUILD AMENDMENT (the “Amendment”) is made this 10th day of December, 2024, by and between **Balfour Beatty Construction, LLC** (the “Design-Builder” or “DB”), a North Carolina corporation with its principal office and place of business in Charlotte, North Carolina, and the **Town of Davidson** (the “Owner”), a North Carolina municipality.

BACKGROUND

Owner and Design-Builder entered into that certain Pre-Construction and Design Services Agreement dated December 13, 2023. The design of the Project is now completed, a guaranteed maximum price (GMP) has been established and the Owner and Design-Builder now are ready to memorialize the contractual relationship between the parties as set forth herein.

AGREEMENT

Now therefore, the Design-Builder and the Owner agree as follows:

- 1. PROJECT OVERVIEW.** The Project is for the Renovation of the Davidson Town Hall and Community Center Gymnasium Project. This Project is located in Davidson, North Carolina.
- 2. OWNER’S ROLE AND DESIGNATED REPRESENTATIVE**
 - a. The Owner’s Town Manager shall be the Design-Builder’s Owner contact, shall be the primary channel of communication to the Owner, and shall act as the Owner's liaison with the Design-Builder. The Owner may designate multiple representatives responsible for defined aspects of the Project and may replace or re-designate any or all representatives in the Owner’s sole discretion.
 - b. The Owner’s Town Manager is vested with final decision-making authority for the Owner.
- 3. DESIGN-BUILDER ROLE (OVERVIEW)**
 - a. The Owner is employing a Design-Builder to effect the construction of this Project. In broad terms, the Design-Builder will perform the following:
 - i. Design and Pre-construction services in accordance with the previously approved Preconstruction Services Agreement and, to the extent any such design and preconstruction services remain to be performed after the execution of this Agreement, in accordance with this Agreement.
 - ii. Construction services, on the condition that the Owner accepts the submitted GMP, which will include the Design-Builder’s Project Costs and the Design-Builder Management Fee as set forth herein, and all construction being accomplished through Principal Trade and Specialty Contractors and others as provided herein. Accordingly, without limiting the guaranty given by the Design-Builder with respect to the GMP, the primary duties of the Design-Builder also include the proper and

timely completion of the construction of the Project through the employment of the best construction management practices.

- b. The requirements for the Design-Builder's services set forth in this section supplement the requirements of the General Conditions of the Contract that are attached hereto as Exhibit 1 and are incorporated herein by reference.

4. RELATIONSHIP OF OWNER AND DESIGN-BUILDER

- a. The Design-Builder project records will be an "open book".
- b. Subject to 4.a above, Owner may attend any and all meetings and the Owner or its designated auditors or accountants and the Project Designer shall have access to any and all records maintained by the Design-Builder that relate to the Project for a period of 3 years after Final Completion of the project

5. DESIGN-BUILDER PROJECT COSTS ALLOWANCE AND FEES

- a. Pre-Construction Phase (the "Pre-Construction Phase" or "Design Phase"). [intentionally deleted; see Pre-construction Services Agreement].
- b. The Design-Builder's Fee will be 4% of the Cost of Work and will be converted into a lump sum amount after the GMP Amendment is agreed upon.
- c. The Design-Builder's General Conditions will be per the General Conditions Matrix
 - i. Rates for personnel will be included and billed per the amount of time each team member spends working on the project.
 - 1. Weekly rates for personnel are included in the General Conditions Matrix
 - 2. The construction duration for the project will be determined as part of the GMP Amendment and the General Conditions estimate will be based off that time frame
 - 3. Balfour Beatty Construction reserves the right to negotiate in good faith with the Owner for a Lump Sum General Conditions if the Owner and Balfour Beatty Construction agree to do so.
 - ii. Insurance rates are as follows and will be charged as percentage of the cost of work and are not a part of the General Conditions:

1. General Liability Insurance	1.05%
2. Builder's Risk Insurance	0.35%
3. Pollution Insurance	0.05%
4. Subcontractor Default Insurance	1.25%
- d. Design-Build performance and payment bond rates are as follows and will be charged as percentage of the cost of work and are not a part of the General Conditions:
 - i. Design-Build Performance and Payment Bonds 1.25%
- e. Cost of the work is defined as all direct subcontractor or trade contractor costs, design and consulting costs, general conditions, bonds, insurance, technology fee, contingency, and any other costs associated with construction of the project.

6. PAYMENTS TO THE DESIGN-BUILDER

- a. Payment of the Design-Builder's Pre-Construction Fee shall be in accordance with the Preconstruction Services Agreement.
- b. Payments of the Construction Management Fee shall be made in conformance with Article 31 of the General Conditions to the Contract.

7. PRE-CONSTRUCTION SERVICES & CONTINGENCIES

- a. The Pre-construction Services shall be provided in accordance with the previously approved Pre-construction Services Agreement and, to the extent any such preconstruction services remain to be performed after the execution of this Agreement, in accordance with this Agreement.
- b. Financial Contingencies are to be addressed as follows:
 - i. Owner/Owner's Construction Contingency. An Owner's Construction Contingency will be established but shall not be included in the GMP. Expenditures against this contingency will be available to cover all costs resulting from changes in scope not specifically covered in Paragraph 7.b.ii below and initiated by the Owner's designated representative with the Owner's written approval via a change order amendment issued by the Owner.
 - ii. Design-Builder GMP Contingency.
 1. The GMP shall include a Design-Builder Contingency in an amount approved by the Owner not to exceed- **6%** of the total Cost of the Work contemplated by the GMP [note that total Cost of the Work includes the Design-Builder Project Costs and costs for tap and impact fees and site security], to help reduce the risks assumed by the Design-Builder in providing the GMP for the Project. The Owner and the Design-Builder acknowledge that the Design-Builder Contingency is included to accommodate eventualities not taken into precise account in the Design-Builder's establishment of the GMP that are not reasonably anticipated by the Design-Builder including (1) scope gaps between trade contractors which a prudent Design-Builder could not have reasonably detected during the discharge of its Pre-construction services, (2) contract default by Principal Trade and Specialty Contractors or other subcontractors, (3) design omissions which a prudent Design-Builder could not have reasonably detected during the discharge of its Pre-construction services. It is understood that the amount of the Design-Builder Contingency is the maximum sum available to cover costs incurred as a result of these unanticipated causes and that cost overruns in excess of the amount of this Design-Builder Contingency will be borne solely by the Design-Builder, except as otherwise expressly provided in the Contract Documents.
 2. The Design-Builder Contingency may be applied to any items within the Cost of the Work or Design-Builder Project Costs without resulting in any change in the GMP. The Design-Builder will notify the Owner and Project Designer in writing of the intent to apply any part of this Design-Builder Contingency to any item within the Cost of the Work or Design-Builder Project Costs prior to any such application per the "Change Order" process set forth in Article 19 of the General Conditions. The Design-Builder shall fully document the application of any part of the Design-Builder Contingency by submission of a written Change Order.

3. Sixty-five (65) percent of any unapplied Design-Builder Contingency (the “Savings”) after the closeout of the Project will be retained by the Owner and thirty-five (35) percent of any Savings shall be paid to the Design-Builder.
4. The amount of the Design-Builder Contingency is to be reviewed by the Owner as part of the review of the GMP. The Owner retains the right to specifically request revisions to the amount of the Design-Builder Contingency prior to the Owner's acceptance and approval of the GMP.

8. CONSTRUCTION PHASE SERVICES

- a. Construction Phase services provided by the Design-Builder shall be in accordance with this Agreement and shall be as required to effect the complete construction of the Project and to maintain the established GMP of the Project. The Design-Builder undertakes to act as the Owner’s fiduciary and to furnish professional construction management services during the construction of the Project. The providing of the Design-Builder services shall be in compliance with the requirements of the “Contract Documents”. To the extent that any terms, requirements, or specifications in the Contract Documents are inconsistent, the terms, requirements, and specifications an amicable solution will be agreed upon by the Project Team (Owner & Design-Builder) so as to closely accomplish the intent of the design.
- b. The Design-Builder shall commence provision of construction phase services under this Agreement on a date to be specified in a written order of the Owner (the “Notice to Proceed”) and shall accomplish substantial completion of the Project 392 calendar days from the date of the Notice to Proceed. For each day in excess of the above number of days that the Project remains substantially incomplete due to unexcusable delay for which the Contractor is responsible, the Owner shall be entitled to liquidated damages from the Design-Builder in the sum of One Thousand Dollars (\$1,000.00) per day as damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of the Design-Builder to substantially complete the Project within the time specified. Liquidated damages shall be the sole and exclusive monetary remedy available to Owner for the Design-Builder’s failure to timely achieve substantial completion of the Project. Design-Builder’s responsibility for liquidated damages shall be capped at \$82,500
- c. The Design-Builder shall fully complete all services hereunder and accomplish final completion of the Project within sixty (60) calendar days from the date of the date of Substantial Completion
- d. The Design-Builder shall furnish to the Owner various schedules and updates as provided in the Contract Documents setting forth planned progress of the Project broken down by the various activities, divisions, or parts of the work and by calendar days, and shall fully complete all work hereunder within the time of completion specified.
- e. Without limiting the foregoing, Design-Builder Construction Phase services shall include:
 - i. Consultation During Continuing Project Development. Upon acceptance of the GMP, the Design-Builder shall continue to advise and assist the Owner during any continuing Design Activities.

- ii. Project Control & Management
 - 1. The Design-Builder shall accept delivery and arrange for storage, protection and security for any Owner purchased materials, systems and equipment to be incorporated in the Project until such items are turned over to the respective Principal Trade & Specialty Contractors.
 - 2. The Design-Builder shall schedule and conduct regular progress meetings as conditions on the Project require but at least weekly, and the Design-Builder shall conduct bi-weekly Owner's meetings and other meetings as may be directed by the Owner, , Owner, Project Designer, and other designated representatives, and the Design-Builder can discuss jointly such matters as progress, scheduling, and construction-related problems. The Design-Builder shall prepare and distribute complete minutes of meetings to all attendees and others as directed by the Owner or Project Designer within three (3) days of such meetings. Representatives of the Owner may attend meetings and shall in any case receive all notices and minutes of meetings.
- iii. Requests for Information (RFI) The Design-Builder will be responsible for developing and implementing an RFI process for use on the Project and shall be responsible for tracking and monitoring all RFI's throughout the Construction Phase.
- iv. Claims Avoidance/Resolution The North Carolina State Building Commission's rules implementing mediated settlement conferences in North Carolina public construction contracts, issued pursuant to N.C.G.S. §142-135.26(11) shall be followed for mediation of claims or disputes between the parties.
- v. Reports
 - 1. The Design-Builder shall keep accurate and detailed written records of Project progress during all stages of construction.
 - 2. The Design-Builder shall maintain a detailed daily diary of all events, which occur at the jobsite or elsewhere, and which affect, or may be expected to affect, Project progress. The diary shall be available to the Owner at all times and shall be turned over to the Owner upon final completion of the Project. Upon request, the Design-Builder shall provide copies of the diary on a weekly basis.
 - 3. The monthly report by the Design-Builder shall include the following items: Project status, schedule update, cost status, change order summary, shop drawing/submittal/RFI summary, quality control/inspection summary, any current construction and/or cost issues with proposed solutions for resolution, an accident report, and a 30 and 60 day look ahead report. In the event the progress of the Project falls behind the approved schedule, the Design-Builder shall provide written weekly schedule updates until such time as the progress of the Project is in accord with the approved schedule.
- vi. Contract Close-Out
 - 1. The Design-Builder is responsible for compliance with all Contract Close Out items per the Contract Documents and shall obtain data from Principal Trade & Specialty Contractors and maintain a current set of record drawings, specifications and operating manuals.

2. With mechanical and electrical equipment, the Design-Builder will obtain the Operating and Maintenance (O&M) manuals at least thirty (30) days prior to the demonstration for such equipment. These O&M manuals are to be sent to the Owner for review prior to the equipment demonstration.
 3. At the completion of the Project and before final payment, the Design-Builder shall deliver all such records to the Owner along with a complete set of as-built drawings for use by the Project Designer in preparing Record Drawings.
- vii. Separate Contracts Without invalidating the relationship with the Design-Builder, the Owner reserves the right to let other contracts in connection with the Project, the work under which shall proceed simultaneously with the execution of the work of the Design-Builder. The Design-Builder shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Design-Builder shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Design-Builder from carrying out his work according to the Project plans and specifications, the Design-Builder shall immediately notify the Project Designer and the Owner upon discovering such conditions.

9. GUARANTEED MAXIMUM PRICE (GMP)

The Fixed Guaranteed Maximum Price is as follows:

Direct Costs of Subs, Suppliers, Consultants, & Construction Administration	\$ 2,931,360	
Design-Builder General Conditions – Converted to Lump Sum	\$ 248,767	
Design-Builder Contingency (not to exceed per Section 7.b.ii.A.)6%	\$ 175,882	
Design-Builder Bonds & Insurance (not to exceed per Section 5.c.ii, 5d.i., & 5.e)	\$ 140,952	
Design-Builder Project Costs See 5.f		\$ 3,496,961
Design-Builder Management Fee 4% of the cost of work (not to exceed per Section 5.b)		\$ 139,878
Tap/impact fees & building permit allowance (per Section 5d. v.)		
Tap Fees by Town, Building Permit Only		\$ 11,874
Less Original Design Services Contract		\$ (201,800)
Design-Build Amendment - Total Fixed GGMP for Construction		\$ 3,446,913
Design Services Contract Amount		\$ 201,800
TOTAL DESIGN & CONSTRUCTION AMOUNT		\$ 3,648,713
The Town will pay the \$100,000 Tap Fee		

10. DEFAULT

- a. If the Design-Builder fails to commence providing the construction phase services within the time specified, or the progress of the Project is not maintained on schedule for unexcusable reasons, or the Project is not completed within the time above specified due to delays for which the Design-Builder is responsible, or if the Design-Builder shall allow the work to be performed unsuitably or shall discontinue the prosecution of the work, or if the Design-Builder shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in a reasonably acceptable manner, the Owner may give notice of such event in writing, sent by overnight mail or by certified mail, return receipt requested, to the Design-Builder and his surety of such delay, neglect or default, specifying the same, and if the Design-Builder within a period of fifteen (15) days after such notice shall not correct or cure such event or fail to commence and continue efforts to correct or cure, then the Owner shall declare this Agreement in default, and, thereupon, the Design-Builder's surety shall promptly take over the work and complete the performance of this Agreement in the manner and within the time frame specified. In the event the Design-Builder's surety shall fail to take over the work to be done under this Agreement within fifteen (15) days after being so notified and shall fail to notify the Owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and that he will diligently pursue and complete the same, the Owner shall have full power and authority, without violating this Agreement, to take the prosecution of the work out of the hands of said Design-Builder, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the Owner's opinion shall be required for the completion of this Agreement in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under this Agreement, shall be deducted from any monies due or which may become due said Design-Builder and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under this Agreement, if it had been completed by said Design-Builder, then the Design-Builder and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under this Agreement, then the Design-Builder and the surety shall be liable and shall pay to the Owner the amount of said excess.
- b. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance, (i) the Owner shall reasonably deem the surety or sureties upon such bonds to be unsatisfactory, or (ii) if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Design-Builder shall, at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be reasonably satisfactory

to the Owner. In such event no further payment to the Design-Builder shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and date first above written in four (4) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

COMPANY:
Balfour Beatty Construction, LLC

ATTEST:

_____	_____
Contractor Signature	(N/A for Sole Proprietor)
Date: _____	Date: _____

TOWN OF DAVIDSON NC:

ATTEST:

_____	_____
Town Manager/General Town Manager	Clerk to the Board of Town Commissioners
Date: _____	Date: _____

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

APPROVED AS TO FORM:

	Town Attorney
	Date: _____

Finance Manager	
Date: _____	

**GENERAL CONDITIONS OF THE CONTRACT
FOR DESIGN-BUILDER PROJECT**

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 – DEFINITIONS

In addition to other definitions as set forth in the Contract Documents, the following are definitions of words and phrases used in the Contract Documents:

- a. The **Contract Documents** consist of the Pre-Construction Services Agreement dated December 13, 2023 together with all exhibits thereto (exhibit 1), Design-Builder's HUB plan approved by Owner (exhibit 2), Designer's drawing and specifications (exhibit 3) (including the drawings and specifications listed therein), Design-Builder's payment and performance bonds (exhibit 4) with Power of Attorney, Design-Builder's Insurance Certificate (exhibit 5), Detailed Budget and Statement of GMP including schedule of values for cost of the work (exhibit 6), and Contractor's Certificate of Insurance (exhibit 7). As used herein the term "**Agreement**" means the Contract Documents.
- b. The **Owner** is the Town of Davidson, North Carolina.
- c. The **Design-Builder** or **DB** means Balfour Beatty Construction, LLC and Creech & Associates has been hired as the Architect and Lead Designer.
- d. A **subcontractor**, shall mean an entity or individual who has entered into a direct contract with the DB to construct a portion of the Work, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the Contract Documents, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- e. **Written notice** shall be defined as notice in writing delivered in person to an officer, partner, or managing member of a contracting organization or sent to such officer, partner, or managing member at the last known business address of the contracting organization by registered mail or electronically.
- f. **Work**, as used herein as a noun, is intended to include services, materials, equipment, labor, and workmanship of the appropriate contractor to construct the Project in

accordance with the plans and specifications prepared by the Designer and as supervised by the DB or as provided by the DB.

- g. The **“Cost of the Work”** means the cost of the Work and the DB’s Project Cost, but exclusive of the DB Management Fee.
- h. The **Project** is the Davidson Historic Gymnasium Rehabilitation project and is the total construction work and services to be performed under the Contract Documents.
- i. **Change Order** shall mean a written amendment subsequent to the signing of the Agreement authorizing (i) a change in scope of the Work and (ii) either a change in the GMP or use of the DB Contingency. The Change Order shall be signed by the DB, and the Owner.
- j. **Field Order**, as used herein, shall mean a written approval from the Owner for the DB to proceed with the work requested by Owner prior to issuance of a formal Change Order. The Field Order shall be signed by the DB, and Owner.
- k. [intentionally deleted]
- l. **Liquidated Damages**, as stated in the Contract Documents, is an amount reasonably estimated in advance to cover the losses incurred by the Owner by reason of failure of the DB to complete the Work within the time specified.
- m. **Surety**, as used herein, shall mean the bonding company or corporate body which issues the performance bond and payment bond for the Project.
- n. **Clarification or Request for Information (RFI)** is a request from the DB seeking an interpretation or clarification by their Designer relative to the Contract Documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the DB’s interpretation or understanding of the Contract Documents requirements in question, along with reasons for such an understanding.
- o. **Approval** means written or imprinted acknowledgment that materials, equipment or methods of construction are acceptable for use in the Work.

- p. **Inspection** shall mean examination or observation of Work completed or in progress to determine its compliance with the Contract Documents.
- q. **“Equal to” or “approved equal”** shall mean materials, products, equipment, assemblies, or installation methods considered equal in all characteristics (physical, functional, and aesthetic) to those specified in the Contract Documents.
- r. **“Substitution” or “substitute”** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the DB would improve competition and/or enhance the finished installation.

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The Design-Builder’s Designer’s Project drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were called for and shown in both. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete Project. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

- a. In such cases where the nature of the Work requires clarification by the Design-Builder’s Designer, such clarification shall be furnished by the Design-Builder’s Designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.
- b. The Design-Builder’s Designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the Work. The Design-Builder’s Designer shall furnish drawings or clarifications in accordance with that schedule. The

DB shall not proceed with the Work without such detail drawings and/or written clarifications.

ARTICLE 4 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within thirty (30) consecutive calendar days of the Notice to Proceed, a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be prepared by the Design-Build Team. This schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the Designer.
- b. The DB will be responsible for logging all shop drawings/submittals prior to submission to their Project Designer. The DB is to insure that shop drawings/submittal packages are submitted in an appropriate manner and, if not, return them to the Principal Trade or Specialty Contractor for proper submission.
- c. The DB shall develop and implement a system for the processing of all shop drawings/submittals and shall be responsible for tracking and monitoring all shop drawings/submittals until all have been reviewed and approved by their Project Designer.
- d. Approval of shop drawings by the Design-Builder's Designer shall not be construed as relieving the DB from responsibility for compliance with the design or terms of the Contract Documents nor from responsibility of errors of any sort in the shop drawings, unless such error has been called to the attention of the Design-Builder's Designer in writing by the DB.

ARTICLE 5 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The DB shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for the Work including all shop drawings. Such drawings and specifications shall be available for use by the Design-Builder Team.
- b. The DB shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the Contract Documents. Such variations shall be fully noted on Project drawings by the Design-Build Team upon project completion and no later than thirty (30) days after acceptance of the project.

ARTICLE 6 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the Owner. The use of these instruments on work other than pursuant to this Agreement without permission of the Owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the Owner upon request after completion of the Work.

ARTICLE 7 – {NOT USED}

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. The DB shall contract with their Trade Contractors to supply & pay for all lighting, power, heat, sanitary facilities & water in connection with the Work and shall require the Principal Trade and Specialty Contractors to supply and pay for all labor, transportation, materials, tools, apparatus, scaffolding and incidentals necessary for the completion of the Work, and to install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same. The DB in concert with their Designer and Trade Contractors shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the Contract Documents.
- b. All materials shall be new and of the quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice from the Owner, the DB shall require the Principal Trade and Specialty Contractors to furnish evidence as to quality of materials. This can be handled through the Submittal/Shop Drawing and Quality Assurance and Quality Control (QA/QC) processes.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the DB through the Principal Trade or Specialty Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the DB through the Principal

Trade or Specialty Contractor has the option of using any product and manufacturer combination listed. However, the DB through the Principal Trade or Specialty Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that somewhat equivalent products will be acceptable. The Design-Build Team will be responsible for reviewing all substitution requests from Principal Trade or Specialty Contractors prior to submission to the Owner and shall track & monitor all such requests. Requests for substitution of materials, items, or equipment shall be submitted to the Project Designer for approval or disapproval; such approval or disapproval shall be made by the Designer prior to the opening of bid, but substitutions will also be reviewed for acceptance and non-acceptance after the bid opening to serve as Cost Saving measurements for the Owner.

- e. The DB shall coordinate with the Designer and seek the Owner's approval for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such coordination and Owner's approval must be obtained as soon after contract awards as possible and before any materials are ordered.
- f. The Design-Builder and Owner are the judge of equality for proposed substitution of products, materials or equipment.
- g. If at any time during the construction and completion of the Work covered by these Contract Documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or Designer, or if any workman be considered detrimental to the Work, the DB shall order such parties removed immediately from grounds.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the Contract Documents that the Work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The DB shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The DB shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

- a. The DB shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. If the DB observes that the drawings and

specifications are at variance therewith, he shall promptly notify the Designer in writing. Any necessary changes required in the scope of the Work, in the time for substantial or final completion of the Work, or in the Cost of the Work shall be made by change order in accordance with Article 19. If the DB performs any Work or authorizes any Work to be performed knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Designer, he shall bear all cost arising there from. Additional requirements implemented after bidding will be subject to equitable negotiations.

- b. All Work shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the DB unless otherwise specified. Design-Builder shall coordinate with the Owner on who pays for permits, development fees, tap fees, and/or impact fees. Town may want to purchase these items so they are not marked up as part of the contract.
- c. The Project is subject to county and municipal building codes and inspection by local authorities. The DB shall pay the cost of these permits and inspections unless otherwise specified. Design-Builder shall coordinate with the Owner on who pays for permits. Town may want to purchase these items so they are not marked up as part of the contract.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The DB shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the Owner or Designer, and by laws or ordinances governing such conditions. The DB shall be responsible for protecting against any damage to the Owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The DB shall be responsible for and pay for any damages caused to the Owner's property. The DB shall have access to the Project at all times.
- b. The DB shall provide cover and protect all portions of the building when the Work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the Work on the building. Any Work damaged through the lack of proper protection, shall be repaired or replaced without extra cost to the Owner.
- c. No fires of any kind will be allowed inside or around the Project site during the course of construction without special permission from the Designer.
- d. The DB shall ensure that all trees and shrubs designated to remain in the vicinity of the Project site are protected in accordance with the requirements of the plans and

specifications. All walks, roads, etc., shall be barricaded as directed by the Designer to keep the public away from the Project site. All trenches, excavations or other hazards in the vicinity of the Work shall be well barricaded and properly lighted at night.

- e. The DB shall develop and implement a Project safety plan that provides all necessary safety measures for the protection of all persons on the Project in accordance with applicable laws, regulations, and construction industry safety standards and practices, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the Work. The DB shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The DB shall insure that protection is provided against damage or injury resulting from falling materials and that all protective devices and signs are maintained throughout the progress of the Work.
- f. The DB shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by N.C.G.S. §95-126 through 155.
- g. The DB shall designate a responsible member of his organization as safety inspector, whose duties shall include accident prevention on the Project. The name of the safety inspector shall be made known to the Project Designer at the time the Work is started. The DB shall conduct daily safety and health inspections of the Project site and, on a weekly basis, report to the Owner, in writing, the results of such inspections, all workplace hazards identified during such inspections, and corrective action taken to correct such hazards.
- h. In the event of an emergency affecting the safety of life, the protection of Work, or the safety of adjoining properties, the DB is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the DB on account of such action shall be determined as provided for under Article 19(b).
- i. If reasonable precautions are inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance encountered but not created on the Project site by the DB or its Principal Trade or Specialty Contractors, the DB shall, upon recognizing the condition, immediately stop work in the affected area and report

the condition to the Owner in writing. The Owner shall take responsibility for remediating the hazardous material or substance from the site. If the DB's progress in completing the Project is delayed as a result of the Owner's having to remediate the site, the Owner shall issue a change order to the DB in accordance with Article 19.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by the DB or any Principal Trade or Specialty Contractor in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the DB shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said act are promptly taken.
- c. The DB shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. §113A-64 of the North Carolina Sedimentation Pollution Control Act against any party or persons described in this Article.
- d. To the fullest extent permitted by law, the DB shall indemnify and hold harmless the Owner, , from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of Work or failure of performance of Work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act (but such indemnity does not include indemnification for improper or inadequate design of any pollution control measures, it being understood that design is the responsibility of the Designer). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this Article.

ARTICLE 13 - INSPECTION OF THE WORK

- a. It is a condition of this Agreement that the Work shall be subject to inspection during normal working hours by the DB, designated official representatives of the Owner, and those persons required by state law to test special work for official approval. The DB

shall therefore provide all equipment necessary and safe access to the Work at all times for such inspections.

- b. All instructions to the DB will be made only by or through the Owner's project representative. Observations made by official representatives of the Owner shall be conveyed to the Design-Builder for review, coordination, and then agreement prior to becoming part of the contract.
- c. The DB shall perform quality control inspections of the Work of Principal Trade and Specialty Contractors to guard the Owner against defects and deficiencies in the Work and shall coordinate this activity with the on-site duties of the Project Designer. The DB shall coordinate with the Project Designer of any apparent variation and/or deviation in the Work from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations.
- d. Where special inspection or testing is required by virtue of any state laws, instructions of the Designer, specifications or codes, the DB shall coordinate with the Project Designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Project Designer. Such special tests or inspections should be, if necessary, be made in the presence of the Project Designer, or his authorized representative, and it shall be the DB's responsibility to coordinate such tests with the Designer.
- e. All testing required by the Contract Documents shall be paid by the Owner and shall not be included in the GMP. If additional testing is ordered by the Owner or Project Designer and such additional testing is due to the negligence of the DB or its subcontractors, DB shall reimburse Owner for the cost of such additional testing.
- f. Should any Work be covered up or concealed prior to inspection, coordination, and approval by the Project Designer such Work shall be uncovered or exposed for inspection, if so requested by the Project Designer or an inspector in writing. Inspection of the Work will be made promptly upon notice from the DB. All cost involved in uncovering, repairing, correcting, replacing, recovering and restoring to design condition the Work that has been covered or concealed will be paid by the DB.

The Owner may request work to be uncovered that was not required to be inspected by the designer or a third party inspector, if that uncovered work has been installed correctly, the Owner will pay the Design-Builder the cost to uncover and replace/repair the work to its state before the request.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. On-site representatives of the DB shall manage the Work of the Principal Trade and Specialty Contractors and coordinate the Work with the activities of the Owner and Project Designer to complete the Project with the Owner's objectives of cost, time and quality. Throughout the progress of the Work, the DB shall maintain a competent and adequate fulltime staff approved by the Owner. It is understood that the designated and approved on-site representative of the DB will remain on the job and in responsible charge as long as those persons remain employed by the DB unless otherwise requested or agreed to by the Owner. The DB shall establish an on-site organization with appropriate lines of authority to act on behalf of the DB. Instructions, directions or notices given to the designated on-site authority shall be as binding as if given to the DB. However, directions, instructions, and notices shall be confirmed in writing. The Designers Construction Administrators shall adhere to the same requirements.
- b. The DB shall examine and study the drawings and specifications and fully understand the project design and shall provide constant and efficient supervision of the Work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the Designer without delay. The DB will not be held responsible for discrepancies in the drawings and/or specifications but shall be held responsible to report them should they become known to him.
- c. {NOT USED}
- d. The DB shall call and preside over bi-weekly job site progress conferences with the Owner and Designers. The DB shall require attendance from other subcontractors and material suppliers who can contribute toward maintaining required job progress in separate DB-Subcontractor bi-weekly, or weekly, if necessary, progress meetings. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified contract time. The DB shall be prepared to assess progress of the Work and to recommend remedial measures for correction of progress as may be appropriate. The DB with assistance from the Designer shall be the coordinator of the conferences and shall preside as chairman.
- e. The DB shall, if required by the Supplementary General Conditions, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the Work and to establish a bench mark nearby in a location where same will not be disturbed and where

direct instruments sights may be taken. This surveyor can be employed by a subcontractor or trade contractor through the DB as well.

- f. {NOT USED}
- g. The DB will furnish a Milestone Schedule to the Prequalified Trade Contractors to follow along for bidding purposes. After contract award but prior to forty-five (45) days from the date of the notice to proceed, the DB shall prepare a baseline Project construction schedule in CPM form. The resulting baseline Project CPM schedule shall show all salient features of the Work required for construction of the Project from start to finish within the time allotted by the Contract Documents. The time in days between the DB's early completion date and the contractual completion date is Project float time and shall be used as such by the DB unless amended by change order. The Design-Builder in concert with the Designer after reviewing and commenting on the Project CPM schedule shall submit it to the Owner for approval.
- h. The Project CPM schedule shall be a complete computer generated network analysis showing the complete sequence of construction activities, identifying the Work of separate stages and other logically grouped activities, indicating early and late start and early and late finish dates, float duration and a complete logic. Monthly updates will show the estimated completion of each activity.
- i. The DB shall distribute to the Principal Trade and Specialty Contractors the approved baseline Project CPM schedule and shall display same at the Project site.
- j. The DB shall maintain and regularly update the Project CPM schedule, making monthly adjustments, updates, corrections, etc., which are necessary to finish the Project within the time allotted by the contract. In doing so, the DB shall keep the Designer as well as all Principal Trade and Specialty Contractors fully informed as to all changes and updates to the Project CPM schedule. The DB shall submit to the Owner a monthly report of the status of all Work activities. The monthly status report shall show the actual Work completed to date in comparison with the original amount of Work scheduled. If the Work is behind schedule, the DB must indicate in writing what measures are being taken to bring the Work back on schedule and ensure that the contract completion date is not exceeded, and the DB shall provide written weekly schedule updates so long as the Work remains behind schedule. If the Work is greater than thirty (30) days behind schedule and no legitimate requests for time extensions are in process, then the DB shall prepare and submit to the Project Designer a recovery schedule for review and approval. Failure of the DB to abide by the directives in this paragraph will give the Owner cause to

exercise the remedies set forth herein and pursue any other legal remedies allowed it by law.

ARTICLE 15 – {NOT USED}

ARTICLE 16 - PRINCIPAL TRADE AND SPECIALTY CONTRACTS AND CONTRACTORS

- a. Principal Trade and Specialty Contractors shall be pre-qualified by the DB. The prequalification criteria shall be proposed by the DB, included the Owner's Prequalification criteria, and be approved by the Owner to address quality, performance, the time specified in the bids for performance of the Work, the cost of construction oversight, time for completion, capacity to perform, bonding, backlog, experience, financial strength or well being, and any other factors deemed appropriate by the Owner and/or DB. Only pre-qualified contractors are allowed to bid to and contract with the DB on the Project.
- b. All bids for Principal Trade and Specialty Contracts shall be publicly advertised and shall be opened publicly in a public venue, and once opened, shall be public records under N.C.G.S. §132-1. The DB shall award the contract to the lowest responsible, responsive bidder, taking into consideration quality, performance, the time specified in the bids for performance of the contract, the time for completion, compliance with N.C.G.S. §143-128.2, and other factors deemed appropriate by the Owner and/or DB and advertised as part of the bid solicitation. When contracts are awarded pursuant to this section, the Owner shall provide for a dispute resolution procedure as provided by N.C.G.S. §143-128(f1). Once Principal Trade and Specialty Contractors are in place, upon request the DB shall provide copies of the contracts to the Owner and also provide a list of equipment and material suppliers. Informal bidding processes allowed by the State of North Carolina will be utilized for some of the Trade Packages.
- c. The DB may perform a portion of the Work only if (a) bidding produces no responsible, responsive bidder for that portion of the Work, or (b) the lowest responsible, responsive bidder will not execute a contract for the bid portion of the Work, or the Principal Trade or Specialty Contractor defaults and a prequalified replacement cannot be obtained in a timely manner, and (c) the Owner approves performance of the Work by the DB, or (d) the budget for that trade is exceeded by an amount detrimental to the project budget and all bid processes and advertisements have been exhausted.
- d. The DB is and remains fully responsible for his own acts or omissions as well as those of any Principal Trade or Specialty Contractor or of any employee of either. The DB agrees that no contractual relationship exists between the Principal Trade and Specialty

Contractors and the Owner, and that the Principal Trade and Specialty Contractors act as agents, subcontractors, or employees of the DB with respect to the Work. The Principal Trade and Specialty Contractors are not intended third-party beneficiaries of this Agreement.

ARTICLE 17 – DESIGN-BUILDER AND SUBCONTRACTOR RELATIONSHIPS

The DB agrees that the terms of these Contract Documents shall apply equally to each Principal Trade and Specialty Contractor as to the DB, and the DB agrees to take such action as may be necessary to bind each Principal Trade and Specialty Contractor to these terms. The DB further agrees that payments to Principal Trade and Specialty Contractors shall be made in accordance with the provisions of N.C.G.S. §143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

- a. The final balance of the contract amount due the DB from the Owner shall be paid in full within forty-five (45) days after the Project has been finally accepted by the Owner, certified by the Designer to be completed in accordance with terms of the Contract Documents, or occupied by the Owner and used for the purpose for which the Project was constructed, whichever occurs first. There shall be a Substantial Completion Date per contract that allows the Owner to move-in, after approvals through final inspections by the Authorities Having Jurisdiction over the project and start using the property and facilities and then a Final Completion Date that achieves Final Completion of the project 60 days later. Provided, however, that whenever the Designer determines that delay in completion of the Project in accordance with the Contract Documents is the fault of the DB, the Project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 30 day limit. Should final payment to the DB beyond the date the Project been certified to be completed by the Project Designer, accepted by the Owner, or occupied by the Owner and used for the purposes for which the Project was constructed, be delayed by more than 30 days, DB shall be paid interest, beginning on the 31st day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due the DB during construction shall be paid in accordance with the payment provisions of the Contract Documents or DB shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. In the event of a conditional acceptance of the Project, and where the Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply. When the Designer certifies that the Project is substantially complete, a reasonable sum for the Owner to retain for the correction of punch list items (the “conditions”) should be established and the acceptance of the Project should be conditioned on the correction of such conditions. Otherwise, the DB will be entitled to receive full payment of the contract sum within 30 days after occupancy even if the Project is not fully complete.

- b. The percentage of retainage on payments made by the DB to the Principal Trade and Specialty Contractors shall not exceed the percentage of retainage on payments made by the Owner to the DB. Any percentage of retainage on payments made by the DB to the Principal Trade or Specialty Contractors or other subcontractor that exceeds the percentage of retainage on payments made by the Owner to the DB shall be subject to interest to be paid by the DB to the Principal Trade or Specialty Contractor or other subcontractor at the rate of one percent (1%) per month or fraction thereof.
- c. Nothing in this section shall prevent the DB at the time of application and certification to the Owner from withholding application and certification to the Owner for payment to a Principal Trade or Specialty Contractor or other subcontractor for unsatisfactory job progress; defective construction not remedied; disputed Work; third-party claims filed or reasonable evidence that claim will be filed; failure of the Principal Trade or Specialty Contractor or other subcontractor to make timely payments for labor, equipment and materials; damage to DB or another subcontractor; reasonable evidence that a Principal Trade or Specialty Contract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by Owner.

ARTICLE 18 - DESIGNER'S STATUS

- a. The Project Designer shall provide liaison and necessary inspection of the Work to ensure compliance with the Project plans and specifications. He has authority to stop work, in coordination with the Design-Builder, or to order Work removed, in coordination with the Design-Builder, or to order corrections of faulty Work where such action may be necessary to assure successful completion of the Work in coordination with the Design-Builder.
- b. The Design-Builder and Project Designer have an obligation to design and build a project per the agreed upon contract documents with the Owner. The Design-Builder in coordination with the Project Designer shall interpret the contract documents for their intent and enforce the requirements of the documents in a faithful manner in coordination with the Owner
- c. Should the Project Designer cease to be employed on the Work for any reason whatsoever, then the Design-Builder shall employ a competent replacement who shall assume the status of the former Project Designer.

- d. The Project Designer in concert with the Design-Builder will make periodic site visits and observations of the Project at intervals appropriate to the stage of construction. He will review the progress, the quality and the quantity of the Work.
- e. The Owner shall have access to the Work whenever it is in preparation and progress during normal working hours. The DB shall coordinate with the Designer so they may perform their functions under the Contract Documents.
- f. Based on the Project Designer's inspections and evaluations of the Project, the Project Designer shall issue interpretations, directives and decisions as may be necessary to assist the DB in the administration of the Project. His decisions relating to artistic effect and technical matters shall be coordinated with the Owner and Design-Builder, provided such decisions are within the limitations of the Contract Documents. The DB's decisions, however, relating to means and methods, and administration of the contracts the DB holds are final.

ARTICLE 19 - CHANGES IN THE WORK

- a. The Owner may have changes made in the Work. These changes will not invalidate and will not relieve or release the DB from any guarantee given by him pertinent to the Contract Documents. These changes will not affect the validity of the surety bonds and will not relieve the surety or sureties of said bonds. All extra work shall be executed under conditions of the original Contract Documents.
- b. Except in an emergency endangering life or property, NO CHANGE IN THE GMP CONTRACT SHALL BE MADE BY THE DB EXCEPT UPON RECEIPT OF AN APPROVED CHANGE ORDER OR WRITTEN FIELD ORDER FROM THE OWNER AUTHORIZING SUCH CHANGE. NO CLAIM FOR ADJUSTMENTS OF THE GMP OR CONTRACT PRICE SHALL BE VALID UNLESS THIS PROCEDURE IS FOLLOWED. A FIELD ORDER, TRANSMITTED BY FAX, or electronically, OR HAND DELIVERED MAY BE USED WHERE THE CHANGE INVOLVED IMPACTS THE CRITICAL PATH OF THE WORK. A FORMAL CHANGE ORDER SHALL BE ISSUED WITHIN THE TIME STATED ON THE FIELD ORDER FOR ANY CHANGE IN THE CONTRACT TIME FOR SUBSTANTIAL OR FINAL COMPLETION OF THE PROJECT.
- c. A "Change Order" refers to changes in the Work that (i) result in a change to the GMP and/or, if additive, will be funded by the Owner's Contingency.

- d. In the event of emergency endangering life or property, the DB may be directed to proceed on a time and material basis with a change in the Work by a Field Order whereupon the DB shall proceed and keep accurately on such form as may be required, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the changed Work a change order will be prepared as outlined under either Method "e(1)" (unit prices) or Method "e(2)" (lump sum adjustment) below or both. Any failure of the DB or its subcontractors to keep detailed cost records for time and material work shall constitute a waiver of the right to additional compensation.
- e. In determining the values of changes, either additive or deductive, for purposes of a Change Order or Field Order the DB and Principal Trade and Specialty Contractors are restricted to the use of the following methods:
 - i. Where the extra work involved is covered by unit prices in a subcontract, the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed, of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the subcontract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph e(2) herein. If neither party elects to proceed under e(2), then unit prices shall apply.
 - ii. Otherwise, the DB and Principal Trade and Specialty Contractors shall negotiate and agree upon the equitable value of the change prior to issuance of the Change Order or Field Order, and the Change Order or Field Order shall stipulate the corresponding lump sum adjustment.
- f. Under Method "e(2)" above, the allowance for overhead and profit combined for a Principal Trade or Specialty Contractor and all multi-tier subcontractors shall not exceed fifteen percent (15%) of **net cost** of the Work on self-performed work and 7.5% on subcontracted work. No change to the DB Management Fee will be allowed for the DB until the change orders aggregate to a sum in excess of three percent (3%) of the Cost of the Work portion of the GMP (if a change order results in an increase to the DB's actual Project Cost then the "cap" on DB's Project Cost may be increased by the amount of such increase). Once this threshold is met the DB may add an amount to the DB Management Fee not to exceed four percent (4%) of the net cost of the change order. In the case of deductible change orders, there shall be no change to the DB Management Fee.

- g. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
- i. The actual costs of materials and supplies incorporated or consumed as part of the Project;
 - ii. The actual costs of labor expended on the Project site;
 - iii. Except as otherwise reflected as unit costs or fixed rates, the actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed forty-nine percent (49%) of the actual costs of labor;
 - iv. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the Project;
 - v. Except as otherwise reflected as unit costs or fixed rates, the actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the Project.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.

- h. Should concealed conditions, unsuitable soils, hazardous materials, rock, etc., be encountered in the performance of the Work below grade, the GMP and time for substantial and/or final completion may be equitably adjusted by Change Order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All Change Orders shall be supported by a breakdown showing method of arriving at net cost as defined above.
- i. In all Change Orders, the procedure will be for the Design-Builder to request proposals for the Change Order work or for the DB to propose to apply any part of the DB Contingency to the Cost of the Work or the DB Project Costs in writing. The DB will require the Principal Trade and Specialty Contractors to provide such proposals and

supporting data in suitable format and will review and approve such Change Orders in coordination with the Designer prior to submission to the Owner. The Project Designer shall compare correctness. The Design-Builder shall prepare, sign, and forward the Change Order to the Owner for his signature or otherwise respond, in writing, to the DB's proposal. Within seven (7) days after receipt of the Change Order executed by the DB, the Design-Builder shall forward the Change Order and all supporting data to the Owner for the Owner's approval and subsequent signature. The Owner shall execute the Change Order and upon approval by the Owner, one copy will remain with the Owner, and the remaining copies will be sent to the Design-Builder. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or Field Orders approved by all parties, then shall be substantiated in writing as outlined under normal change order procedure.

- j. A Change Order, when issued, shall be full compensation, or credit, for the Work included, omitted or substituted. It shall show on its face the adjustment in time for substantial and/or final completion of the Project as a result of the change in the Work.
- k. If, during the progress of the Work, the Owner requests a Change Order and the DB's terms are unacceptable, the Owner may require the DB to perform such changed Work on a time and material basis in accordance with paragraph 19(e) above. Without prejudice, nothing in this paragraph shall preclude the Owner from performing or to have performed that portion of the Work requested in the Change Order.

ARTICLE 20 - CLAIMS FOR EXTRA COST

- a. Should the DB consider that as a result of any instructions given in any form by the Owner, he is entitled to extra cost above that stated in the Contract Documents, he shall give written notice thereof to the Owner within seven (7) days of DB making that determination and without delay, and DB shall not proceed with the Work affected until further advised, except in emergency involving the safety of life or property. No claims for extra compensation will be considered unless the claim is so made. The Owner shall render a written decision within seven (7) days of receipt of claim.
- b. The DB shall not act on instructions received by him from persons other than the Owner, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The Owner will not be responsible for misunderstandings claimed by the DB of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a properly authorized Change Order by the Owner.

- c. Should a claim for extra compensation in excess of \$5,000 by the DB be denied by the Owner, and cannot be resolved by negotiation, the DB may request a mediation in connection with N.C.G.S. §143-128(f1) in the dispute resolution rules adopted by the State Building Commission. If the DB is unable to resolve its claims as a result of mediation, or if the claim was not subject to mediation on the ground it was not in excess of \$5,000, then the DB may pursue his claim as follows:
- i. If the DB has not completed this Agreement with the Owner and has not received the amount he claims is due hereunder, the DB may submit a verified written claim to the Town Manager for the amount the DB claims is due. The Town Manager may elect to hold an informal hearing at which the DB will be allowed an opportunity to explain its position. The Town Manager may deny, allow or compromise the claim, in whole or in part. For claims not in excess of \$5,000, the Town Manager shall act as the final arbitrator of the claim and the decision of the Town Manager shall be final and binding on the parties.
 - ii. If the DB has completed this Agreement and has not received the amount he claims is due hereunder, the DB may submit a verified written claim to the Town Manager for the amount the DB claims is due. The claim shall be submitted within sixty (60) days after the DB receives a final statement of the Project Designer's disposition of his claim and shall state the factual and legal basis for the claim.
 - iii. The Town Manager shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the Town Manager and the DB agree. The DB may appear before the Town Manager, either in person or through counsel, to present facts and arguments in support of his claim. The Town Manager may allow, deny or compromise the claim, in whole or in part. The Town Manager shall give the DB a written statement of the Director's decision on the DB's claim. For claims not in excess of \$5,000, the Town Manager shall act as the final arbitrator of the claim and the decision of the Town Manager shall be final and binding on the parties.
 - iv. If the DB is dissatisfied with the Town Manager's decision on a claim in excess of \$5,000 submitted under this subsection, the DB may institute a civil action for the sum he claims to be entitled to hereunder by filing a verified complaint for a nonjury trial and the issuance of a summons in the Superior Court of Mecklenburg County. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The Owner will have the authority to order minor changes in the Work not involving an adjustment in the GMP or time for completion, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, copied to the Owner, and shall be binding on the Owner and the DB.

ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged Work be considered inadvisable or inexpedient by the Owner, the Owner shall be reimbursed by the DB. A change order will be issued to reflect a reduction in the GMP.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

a. Substantial Completion.

- i. **Substantial Completion** means that the Work has been certified by the Designer as sufficiently completed in accordance with the Contract Documents so that Owner can occupy or utilize such Work for its intended use. Owner and DB, in conjunction with the Designer, may agree that a designated portion of the Work has reached Substantial Completion. Approvals and or the passing of final inspections of Authorities Having Jurisdiction (AHJs) must be achieved as well.
- ii. The DB shall commence the Work to be performed under this Agreement on a date to be specified in a written Notice to Proceed from the Owner and shall substantially complete all Work hereunder within the time of completion specified in the Contract Documents. For each day in excess of the substantial completion date that the Work remains incomplete, the DB shall pay the Owner the sum stated as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of the DB to substantially complete the Work within the time specified, such time being in the essence of this Agreement and a material consideration thereof.
- iii. When the DB considers that the Work is substantially complete, the DB shall prepare and submit to the Designer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the DB to complete all Work in accordance with the Contract Documents.

Upon receipt of the Design-Builder's and Designer's list, the Owner will observe to determine whether the Work is substantially complete. If the Owner's observation

discloses any item, whether or not included on the DB's list, which is not sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Work for its intended use, then the DB shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the DB shall then submit a request for another inspection by Owner or any AHJ's to determine Substantial Completion.

When the Work is substantially complete, the Design-Builder in coordination with the Designer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, responsibilities of Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which Design-Builder shall finish all items on the list accompanying the Certificate of Substantial as well as a reasonable sum to be retained by the Owner pending the completion or correction of such items. Warranties and guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.

The Certificate of Substantial Completion shall be submitted to Owner and DB for their written acceptance of responsibilities assigned to them. Upon such acceptance, receipt of DB's application for payment, and consent of surety, if any, Owner shall make payment of retainage applying to such Work. Such payment shall be adjusted by a reasonable sum to be retained by the Owner for completing or correcting Work that is incomplete or not in accordance with the requirements of the Contract Documents.

- iv. If the DB is delayed at any time in the progress of the Work by any act or negligence of the Owner, or by any employee of either; by changes ordered in the Work; by labor disputes at the Project site; by abnormal weather conditions not reasonably anticipated for the locality where the Work is performed; by unavoidable casualties; by any causes beyond the DB's control; or by any other causes which the Designer and Owner determine may justify the delay, then the contract time for substantial and/or final completion may be extended by Change Order for the time which the Designer and Owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of **normal intensity** for the locality where the Work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service

statistics for the locality where the Work is performed and on daily weather logs kept on the job site by the DB reflecting the effect of the weather on progress of the Work and initialed by the Designer's representative. Time extensions for weather delays do not entitle the DB to "extended overhead" recovery unless agreed upon by the Owner and DB

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. NOAA weather days vs. average days of precipitation using the 5-year average for each month.

Design-Builder assumes full responsibility for completing the project within the contractual timeframe taking into consideration these Weather Days. To the extent that Design-Builder contends it is entitled to an extension of the Contract Time for adverse weather, Design-Builder shall pursue such claim as agreed to with the Owner.

In addition to precipitation, Weather Days shall also include the following conditions:

1. "Snow Days" - are defined as days where critical path activities cannot proceed due standing snow on the project site in excess of 1.0 or ice of any thickness that creates an unsafe working environment"
2. "Drying Days" – are defined as days where critical path activities cannot proceed subsequent to the actual "rain day" during the period of critical path site work, foundation, or other underground activities operations (mass grading, building pad grading, excavations, backfill operations, foundations, slabs, underground plumbing, mechanical, or electrical). Drying Days that actually prevent critical path site activities from proceeding for more than 4 hours of a scheduled workday are considered Weather Days.
3. "Windy Days" – are defined as days where critical path activities cannot proceed due to high winds that prohibit work to take place in a safe manner.
4. "Cold Days" – are defined as days where critical path activities cannot proceed due to temperatures that are below the allowable tolerances for the work that is scheduled.

A Weather Day only occurs when 4 hours or more of a scheduled workday is missed due to adverse weather

- v. Requests for extension of time shall be made in writing within twenty (20) days following cause of delay. In case of continuing cause for delay, the DB shall notify the Project Designer of the commencement of the delay within twenty (20) days of the beginning of the delay and only one claim is necessary.

vi. The DB shall notify his surety in writing of an extension of time granted and a change in the substantial and/or final completion date shall be memorialized in a written Change Order prepared and executed as set forth in Article 19 above.

vii. No claim shall be allowed on account of failure of the Project Designer to furnish drawings, clarifications or instructions until twenty (20) days after demand for such drawings, clarifications and/or instructions.

b. Final completion and final payment

i. Upon receipt of the DB's written notice that the Work is ready for final inspection and acceptance and upon receipt of the DB's final Application for Payment, the Design-Builder in coordination with the Designer will promptly make the inspection described in Articles 25 and 32 and, when the Designer finds the Work complete and acceptable under the Contract Documents and the Contract Documents fully performed, the Designer will promptly issue a final Certificate for Payment stating that to the best of Designer's knowledge, information and belief, and on the basis of the Designer's on-site visits and observations, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the DB and noted in the final Certificate for Payment is due and payable. Design-Builder's final Certificate for Payment will constitute a further representation that conditions listed in Article 32 as precedent to DB's being entitled to final payment have been fulfilled.

ii. Neither final payment nor any remaining retained percentage shall become due until DB submits to Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid up to those amounts that Owner has paid to the DB, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that the DB knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by Owner, other data establishing payment or satisfaction of obligations, such as releases and waivers of liens, claims, security interests or encumbrances arising out of the Work, to the extent and in such form as may be designated by Owner.

iii. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the DB or by issuance of Owner requested Change Orders affecting final completion, and Designer so confirms, Owner shall, upon

application by the DB and certification by Architect, and without terminating this Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the DB to Designer prior to certification of such payment. Such payment shall be made under terms and conditions governing applications for payment, except that it shall not constitute a waiver of claims.

- iv. Acceptance of final payment by the DB shall constitute a waiver of claims by the DB except those claims previously made as provided in the Agreement or otherwise expressly reserved, and remaining unsettled.

ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

- a. The Owner may desire to occupy or utilize all or a portion of the Project when the Work is substantially complete.
- b. Prior to the final payment, the Owner may request the DB in writing to permit the Owner to use a specified part of the Project which the Owner believes may be used without significant interference with construction of the other parts of the Project. If the DB agrees, the Design-Builder in coordination with the Project Designer will schedule a beneficial occupancy inspection after which the Project Designer may issue a certificate of substantial completion for the part of the Project to be used by the Owner. The certificate shall include the following documentation:
 - i Date of substantial completion.
 - ii The part of the Project that is substantially complete and a tentative list of items to be completed or corrected before final payment.
 - iii Establishing responsibility between the DB and Owner for maintenance, heat, utilities and insurance for the part of the Project occupied by the Owner.
 - iv Consent of surety.
 - v Endorsement from insurance company permitting occupancy.

- c. The Owner shall have the right to exclude the DB from any part of the Project which the Project Designer has so certified to be substantially complete, but the Owner will allow the DB reasonable access to complete or correct Work to bring it into compliance with the Contract Documents.
- d. Occupancy by the Owner under this Article will in no way relieve the DB from his contractual requirement to complete the Project within the date for final completion.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

- a. Upon notification from the DB that the Project is complete and ready for inspection, the Design-Builder in coordination with the Project Designer shall make a preliminary final inspection to verify that the Project is complete and ready for final inspection. Prior to final inspection, the DB shall ensure that all items requiring corrective measures are complete. The Design-Builder in coordination with the Project Designer shall schedule a final inspection at a time and date acceptable to the Owner and the DB.
- b. {NOT USED}
- c. At the final inspection, the Design-Builder in coordination with the Project Designer shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the Contract Documents. At the conclusion of the final inspection, the Design-Builder in coordination with the Project Designer shall make one of the following determinations:
 - i That the Project is completed and accepted.
 - ii That the Project is accepted subject to the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of acceptance or the Owner may invoke Article 28, Owner's Right to Do Work.
 - iii That the Project is not complete and another date for a final inspection will be established.
- d. Within fourteen (14) days of acceptance of the Project or within fourteen (14) days after completion of punch list items as described in c(2) above, the Design-Builder in coordination with the Designer may request the Project Designer to certify the final completion of the Work.

- e. Any discrepancies listed or discovered after the date of final inspection and acceptance of the Project shall be handled in accordance with Article 42.

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any Work, materials, fabricated items or other parts of the Work which have been condemned or declared not in accordance with the Contract Documents by the Design-Builder in coordination with the Project Designer shall be promptly removed from the Work site by the DB and shall be immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Owner. Work or property of the Owner, damaged or destroyed by virtue of such faulty Work, shall be made good at the expense of the DB.
- b. Correction of condemned Work described above shall commence within twenty-four (24) hours after receipt of notice from the Design-Builder in coordination with the Project Designer, and the replacement Work shall make satisfactory progress until completed.
- c. Should the DB fail to proceed with the required corrections, then the Owner may complete the Work in accordance with the provisions of Article 28.

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of this Agreement, nor any other act or instrument of the Owner, nor the Design-Builder in coordination with the Project Designer, shall relieve the DB from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. The DB shall correct or make good any defects due thereto and repair any damage resulting therefrom, which may appear during the guarantee period following final acceptance of the Work except as stated otherwise under Article 42, Guarantee. The Owner will report any defects as they may appear to the DB and establish a time limit for completion of corrections by the DB. The Owner will be the judge as to the responsibility for correction of defects.

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the Work or during the period of guarantee, the DB fails to prosecute the Work properly or to perform any provision of this Agreement, the Owner, after fifteen (15) days written notice sent by overnight mail or by certified mail, return receipt requested, to the DB from the Owner,

may perform or have performed that portion of the Work. The cost of the Work may be deducted from any amounts due or to become due to the DB. Should the cost of such Work performed by the Owner exceed the amount due or to become due the DB, then the DB or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

ARTICLE 29 - ANNULMENT OF CONTRACT

If the DB fails to begin the Work within the time specified or fails to establish a GMP or obtain bids from or enter into contracts with qualified Principal Trade or Specialty Contractors within the GMP, or the progress of the Work is not maintained on schedule, or the Work is not completed within the time above specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of the Work, or performs the Work unsuitably or discontinues the prosecution of the Work, or if the DB becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-five (45) days, or makes an assignment for the benefit of creditors, or for any other cause whatsoever fails to carry on the Work in an acceptable manner, the Owner may give notice in writing, sent by certified mail, return receipt requested, to the DB and his surety of such delay, neglect or default, specifying the same, and if the DB within a period of fifteen (15) days after such notice shall not proceed to cure or commence and continue curative efforts, then the Owner shall, declare this Agreement in default, and, thereupon, the surety shall promptly take over the Work and complete the performance of this Agreement in the manner and within the time specified. In the event the surety shall fail to take over the Work to be done under this Agreement within fifteen (15) days after being so notified and diligently pursue and complete the same, the Owner shall have full power and authority, without violating the Agreement, to take the prosecution of the Work out of the hands of said DB, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the Owner's opinion shall be required for the completion of this Agreement in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the Work, shall be deducted from any monies due or which may become due the DB and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under this Agreement, if it had been completed by the DB, then the DB and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under this Agreement, then the DB and the surety shall be liable and shall pay to the Owner the amount of such excess.

ARTICLE 30 – DESIGN-BUILDER'S RIGHT TO STOP WORK OR TERMINATE

- a. Should the Work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or

control of the DB, or if the Owner should fail or refuse to make payment on account of a certificate issued by the Project Designer within thirty (30) days after receipt of same, then the DB, after seven (7) days' written notice sent by overnight mail or certified mail, return receipt requested, to the Owner, may suspend the Work or terminate this Agreement.

- b. The Owner shall be liable to the DB for the cost of all materials delivered and Work performed under this Agreement and shall make such payment together with allowable mark-ups.

ARTICLE 31 - REQUEST FOR PAYMENT

- a. Based on applications for payment submitted to the Owner by the DB and certificates for payment issued by the Design-Builder in coordination with the Project Designer, the Owner shall make progress payments on account of the contract sum to the DB as provided below and elsewhere in the Contract Documents. The period covered by each application for payment shall be one calendar month ending on the last day of the month.
- b. Provided an application for payment, from Design-Builder in coordination with the Designer, is received by the Owner not later than the 25th day of the month, the Owner shall make payment to the DB not later than the 15th day of the following month. If an application for payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the application for payment.
- c. Prior to submitting the first payment request, the DB shall prepare a schedule of values showing a breakdown of the contract price into values of the various parts of the GMP. The Cost of the Work breakdown will be arranged so as to facilitate payments by the DB to the Principal Trade and Specialty Contractors. The combined DB Management Fee, DB's Project Costs, Bonds & Insurance, DB Contingency, and Project Reserve (if any) will be shown on the schedule of values as separate lines. The values for the DB Contingency and Project Reserve (if any) will move to appropriate lines within the Cost of the Work as those funds are committed and expended. This schedule of values will be submitted by the Design-Builder in coordination with the Designer & approved by the Owner within 30 days of the Notice to Proceed. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

- d. Applications for payment shall be in a form agreed upon by the Design-Builder in coordination with the Project Designer and Owner and shall be prepared and supported by such data to substantiate the accuracy of the request as the Owner may require.
- e. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion Cost of the Work and DB's Project Costs by the share of the GMP allocated to that portion of the Work in the schedule of values.
 - 2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or if approved in advance by the Owner, suitably stored off site at a location agreed upon in writing.
 - 3. Subtract the aggregate of previous payments made by the Owner.
 - 4. Subtract the amount, in any, by which the DB has been previously overpaid, as evidenced by the Owner's review of the DB's documentation.
 - 5. Subtract amounts, if any, for which the Design-Builder in coordination with the Project Designer has withheld or nullified a certificate of payment.
 - 6. Subtract retainage as per paragraph (f) below.

DB Fee, DB General Conditions, Designer Construction Administration costs, bonds, insurance, and other DB costs of work will not have retainage applied to them.

- f. Payment allocated to Principal Trade and Specialty Contractors shall be subject to five percent (5%) retainage, provided, however that after fifty percent (50%) of the Cost of the Work has been satisfactorily completed on schedule, with the approval of the Owner and with written consent of the surety, further requirements for retainage will be waived only so long as the Work continues to be completed satisfactorily and on schedule. Satisfactory completion and close out of the Project means that the Owner and Project Designer are satisfied that the Project has been fully and finally completed in accordance with the plans and specifications and within the GMP, all requirements of the Contract Documents pertaining to close out have been satisfied, and all Principal Trade and

Specialty Contractors have satisfactorily completed their respective contracts. No retainage will be held for the cost of Bonds and Insurance.

- g. Except with the Owner's prior approval, the DB shall not make advance payments to suppliers for materials or equipment which has not been delivered and stored at the Project site. Long lead items may need to have money allocated to them for procurement needs.
- h. The Design-Builder in coordination with the Project Designer shall take action on the DB's application for payment in accordance with this Agreement. The Owner's certification for payment shall be based upon the Design-Builder in coordination with the Project Designer's on-site observation and the documentation submitted by the DB with the application for payment.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the DB, the Owner shall approve the certificate for payment. This certificate shall indicate the amount requested or as approved by the Owner. If the certificate is not approved by the Owner, he shall state in writing to the DB his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the Work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the Owner except:
 - 1. Claims arising from unsettled liens or claims against the DB.
 - 2. Faulty Work or materials appearing after final payment.
 - 3. Failure of the DB to perform the Work in accordance with the Contract Documents, such failure appearing after payment.
 - 4. As conditioned in the performance bond and payment bond.
- c. Prior to submitting a request for final payment to the Owner for approval, the DB shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but are not limited to the following:

1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The Design-Builder in coordination with the Project Designer must approve the Manuals prior to delivery to the Owner).
 2. Transfer of required attic stock material and all keys in an organized manner.
 3. Record of Owner's training.
 4. Resolution of any final inspection discrepancies.
- e. The DB Design-Builder in coordination with the Project Designer shall forward to the Project Designer, the final application for payment along with the following documents:
1. List of minority business subcontractors and material suppliers showing breakdown of the contract amounts.
 2. Affidavit of Release of Liens.
 3. Affidavit from DB of payment to material suppliers and subcontractors.
 4. Consent of Surety to Final Payment.
 5. Certificates of state agencies required by state law.
- f. The Owner will not authorize final payment until the Work has been certified by the Design-Builder in coordination with the Project Designer, certificates of compliance issued, and the DB has complied with the closeout requirements. The Design-Builder in coordination with the Project Designer shall forward the DB's final application for payment to the Owner along with respective certificate(s) of compliance required by law.

ARTICLE 33 - PAYMENTS WITHHELD

- a. The Owner may withhold payment for the following reasons:
- i. Faulty Work not corrected.

- ii The unpaid balance on the contract is insufficient to complete the Work in the judgment of the Owner.
- iii To provide for sufficient contract balance to cover Liquidated Damages that will be assessed against the DB.
- iv Claims filed against the DB or evidence that a claim will be filed.
- v Evidence that Principal Trade or Specialty Contractors have unjustifiably not been paid the amounts equal to those paid to the DB by the Owner.

- b. When grounds for withholding payments have been removed, payment will be released.

ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

The Work shall not commence until the DB has verified to the Owner that all required insurance and verifying certificates of insurance have been obtained and approved in writing by the Owner. These certificates shall contain a provision that coverage's afforded under the policies will not be cancelled, reduced in amount or coverage's eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation.

a. Worker's Compensation and Employer's Liability

The DB shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of this Agreement, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of at least \$100,000.

b. Public Liability and Property Damage

The DB shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of this Agreement, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such

operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence
Property Damage:	\$1,000,000 per occurrence

In lieu of limits listed above, a \$2,000,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work.

c. Property Insurance (Builder's Risk/Installation Floater)

The DB shall ensure that it shall purchase and maintain property insurance during the life of this Agreement, upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the DB, and subcontractors in the Work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief. If the Owner is damaged by failure of the DB to purchase or maintain such insurance, then the DB shall bear all reasonable costs properly attributable thereto; the DB shall effect and maintain similar property insurance on portions of the Work stored off the site when a request for payment includes such portions.

d. Deductible

Any deductible, if applicable to a loss covered by insurance provided, is to be borne by the Owner.

e. Other Insurance

The DB shall ensure that it and all Principal Trade and Specialty Contractors shall obtain such additional insurance as may be required by the Owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

The DB shall ensure that it has Professional Liability Insurance with the Designers and Consultants contracted to design the project.

f. Proof of Carriage

The DB shall ensure that it and all Principal Trade and Specialty Contractors shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

- a. The DB shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina with an A.M. Best Company financial strength rating of “A” or better. The bonds shall be in the full contract amount, which shall be in the amount of the GMP for the entire project. Bonds shall be executed in the forms attached as Exhibit 8 to the Design-Builder Contract – Fixed Guaranteed Maximum Price between Owner and DB.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

ARTICLE 36 - DESIGN-BUILDER'S AFFIDAVIT

The final payment of retained amount due the DB on account of this Agreement shall not become due until the DB has furnished to the Owner an affidavit signed, sworn and notarized to the effect that (i) all payments then due to all Subcontractors for materials, services or subcontracted Work have been satisfied; (ii) all final payments due to all Subcontractors for materials, services or subcontracted Work will be paid and satisfied by DB promptly upon DB's receipt of final payment., (iii) no claims or liens exist against the DB in connection with this Agreement, and (iv) that the DB shall defend, indemnify, and save the Owner harmless from any and all claims of Subcontractors

ARTICLE 37 - ASSIGNMENTS

The DB shall not assign any portion of this Agreement nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the DB under this Agreement may be assigned.

ARTICLE 38 - USE OF PREMISES

- a. The DB shall confine his apparatus and equipment, the storage of materials and the operations of his workmen to limits of the Project indicated by law, ordinances, permits and shall not exceed those established limits in his operations.
- b. The DB shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The DB in coordination with the Project Designer shall enforce requirements and/or instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 39 - CUTTING, PATCHING AND DIGGING

- a. The DB shall ensure that all cutting, fitting or patching that may be required to make the Work come together properly and fit it to receive or be received by Work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the Design-Builder in coordination with the Project Designer may direct.
- b. Any cost brought about by defective or ill-timed Work shall be borne by the party responsible therefor.
- c. No Principal Trade or Specialty Contractor shall endanger any Work of another such contractor by cutting, digging or other means, nor shall he cut or alter the Work of any other such contractor without the consent of the Design-Builder and the affected contractor(s).

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

- a. The DB shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the Project. If the Owner specifies that the DB is to pay all utilities, any permanent meters installed shall be listed in the DB's name until the Work is fully accepted by the Owner. The Owner will reimburse the DB for the actual cost of temporary utilities as part of DB's Project Costs. The Owner or DB, as applicable, may recover actual costs of metered utilities from the responsible party should delays occur in Project completion.

- b. If applicable meters shall be relisted in the Owner's name on the day following Substantial Completion of the Work, the Owner shall pay for utilities services used after that date.
- c. {NOT USED}
- d. Prior to the operation of permanent systems, the DB will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. The DB shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and

electrical equipment rooms), and hardware are installed; and other openings have protection, which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the DB and the Designer. Use of the equipment in this manner shall in no way affect the warranty requirements of the DB.
- f. The DB shall coordinate the Work so that the building's permanent power wiring distribution system shall be in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The DB shall coordinate the Work so that the building's permanent lighting system shall be ready at the time interior painting and finishing begins and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. The DB shall be responsible for his permanently fixed service facilities and systems in use during progress of the Work. The following procedures shall be strictly adhered to:
 - 1. Prior to acceptance of Work by the Owner, the DB shall coordinate the removal and replacement of any parts of the permanent building systems damaged through use during construction.
 - 2. Temporary filters shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the Owner's acceptance of the Work.

3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site Work operations are creating dust in excess of what would be considered normal if the building were occupied.
4. It shall be understood that any warranty on equipment presented to the Owner shall extend from the date of Substantial Completion. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
5. The DB shall ensure that all lamps are in proper working condition at the time of final acceptance of the Project.
 - i. The DB shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets, chemical toilets, and facilities required for a complete and adequate sanitary arrangement. These sanitary facilities will be available to other subcontractors on the job and shall be kept in a neat and sanitary condition at all times.
 - j. The DB shall provide or erect a temporary field office, complete with lights, telephone, heat and air conditioning and shall be reimbursed for the costs thereof as part of DB's Project Costs.
 - k. The DB will erect one sign on the Project if required. The sign shall be of sound construction and shall be neatly lettered with black letters on white background. The sign shall bear the name of the Project, and the DB's name, and the name of the Project Designer and consultants. Directional signs may be erected on the Owner's property subject to approval of the Owner with respect to size, style and location of such directional signs. Such signs may bear the name of the DB and a directional symbol. No other signs will be permitted except by permission of the Owner.

ARTICLE 41 - CLEANING UP

- a. The DB shall ensure that the building and surrounding Project area is reasonably free from rubbish at all times and shall remove debris from the site on a timely. The DB shall coordinate within Subcontracts on-site refuse container(s) for the use of all Principal Trade and Specialty Contractors. The DB shall ensure that each Principal Trade and Specialty Contractor removes their rubbish and debris from the building on a daily basis. The DB shall coordinate within Subcontracts to ensure that the building is broom cleaned as required to minimize dust and dirt accumulation.
- b. The DB shall coordinate within Subcontracts to provide and maintain suitable all-weather access to the building.

- c. Before final inspection and acceptance of the building, the DB shall ensure that all portions of the Work are clean, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the Owner, with no cleaning required by the Owner.

ARTICLE 42 - GUARANTEE

- a. The DB shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the Work or beneficial occupancy, whichever first occurs, and shall replace such defective materials or workmanship without cost to the Owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material.
- c. Additionally, the Owner may bring an action for latent defects caused by the negligence of the DB, which are hidden or not readily apparent to the Owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

ARTICLE 43 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina State Building Codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the Contract Documents.

ARTICLE 44 - INDEMNIFICATION

To the fullest extent permitted by law, the DB shall indemnify and hold harmless the Owner, and the agents, consultants and employees of the Owner, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the Work, provided that any such claim,

damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the DB, any of the DB's subcontractors, or the agents of either the DB or the DB's subcontractors. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article. Nothing herein shall be interpreted as requiring the DB to indemnify any party for that party's own negligence.

ARTICLE 45 - TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the GMP.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the GMP.
- e. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per DB's statements:

The DB shall ensure that the Principal Trade and Specialty Contractors provide information to allow the DB to give the Owner a signed statement containing the information listed in N.C.G.S. §105-164.14(e), the North Carolina Sales and Use Tax Act, for purposes of the Owner obtaining a sales tax refund.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from warehouse stock and the amount of county sales or use tax paid thereon by the DB.

Principal Trade and Specialty Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

ARTICLE 47 - EMPLOYMENT OF THE HANDICAPPED

The DB agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The DB agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ADB)

{NOT USED}

ARTICLE 49 MINORITY BUSINESS PARTICIPATION; LOCAL BUSINESS PARTICIPATION

The DB shall identify and define contract packages (the value of which shall total to at least ten percent (10%) of the GMP for Construction) that remove barriers to participation commonly experienced by Historically Underutilized Businesses and Minority Business Enterprises as those terms are defined in N.C.G.S. §143-128.2, hereinafter referred to as Reduced Barrier Packages (RBP). Such contract packages will be submitted to the Owner for review. As an example, RBP's may require no performance or payment bond, or may offer

the participation of the DB as a guarantor or surety in the financing of material purchases by the Principal Trade and/or Specialty Contractors, provided that the DB may condition such financing participation upon the issuance of joint checks or other similar arrangements to allow the DB to verify that timely payments are made to suppliers furnishing credit. The DB may propose other and/or additional provisions for reducing barriers to participation.

The Owner shall require the DB to submit a plan for compliance with N.C.G.S. §143-128.2 by approval by the Owner prior to soliciting bids for the Principal Trade and Specialty Contracts. The DB and Principal Trade and Specialty Contractors shall make a good faith effort to recruit and select minority businesses for participation in contracts pursuant to N.C.G.S. §143-128.2.

It is the Owner's desire to include as much local business participation with the Project as can be obtained and the DB has established a goal of at least 10% local business participation. Local shall mean a business located within the borders of the Town of Davidson. The DB shall prepare a listing of local Subcontractors and suppliers and shall publicly advertise the Project to them and provide the details of their potential participation. Publicly shall mean individual letters sent to such local subcontractors and suppliers and an advertisement in the local newspaper(s) to announce a public meeting for their potential participation. All Subcontractors and suppliers shall be evaluated to confirm each can meet the DB's pre-qualification requirements of the bid packages and every effort shall be made by the DB to ensure local Subcontractors and suppliers be given the available opportunity to be a part of the Project.

ARTICLE 50 – CONTRACTOR EVALUATION

{NOT USED}

ARTICLE 51 – GIFTS

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any municipal corporation employee of any gift from anyone with a contract with the municipal corporation, or from any person seeking to do business with the municipality. By execution of any response in this Agreement, the DB attests that the DB is not aware that any such gift has been offered, accepted, or promised by any of its employees.

ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS

The Town Of Davidson, if requested, shall have access to DB's officers, employees, agents and/or other persons in control of and/or responsible for the DB's records that relate to this contract for purposes of conducting audits. Except for records related to costs that are reimbursable at fixed rates, unit costs or lump sum prices, the Owner's internal auditors shall

also have the right to access and copy the DB's records relating to the contract and project during the term of the contract and within two years following the completion of the project/close-out of the contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to DB's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

ARTICLE 54 – TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate DB's services and work at Owner's convenience. Upon receipt of such notice, DB shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, DB shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by DB as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. DB shall also be compensated for any material or equipment that is purchased specifically for the project and cannot be returned or utilized for other projects. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to DB prior to the date of the termination of this Agreement. DB shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

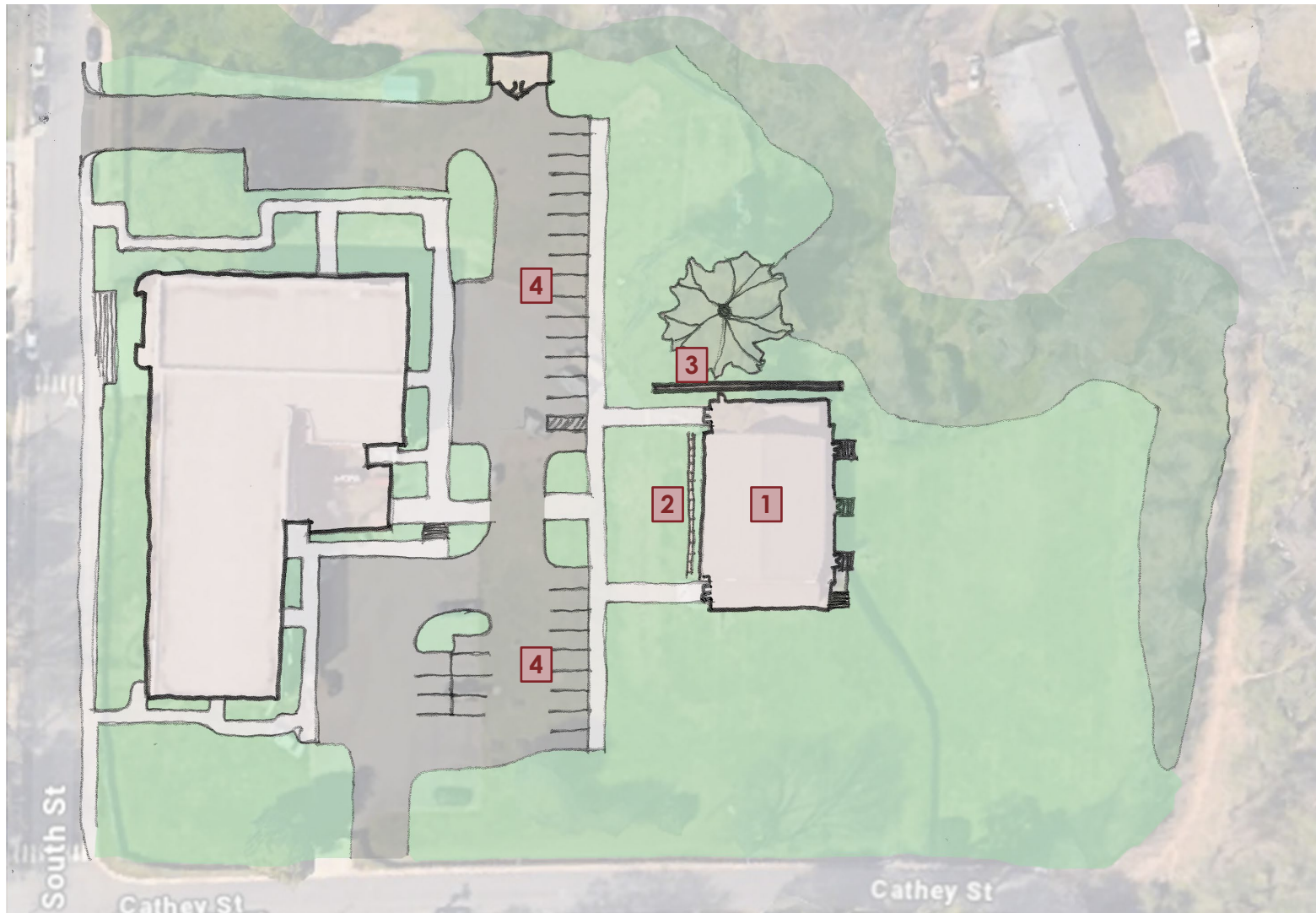


251 South Street Historic Gymnasium Rehabilitation

Douglas Wright
Project Manager
December 10, 2024

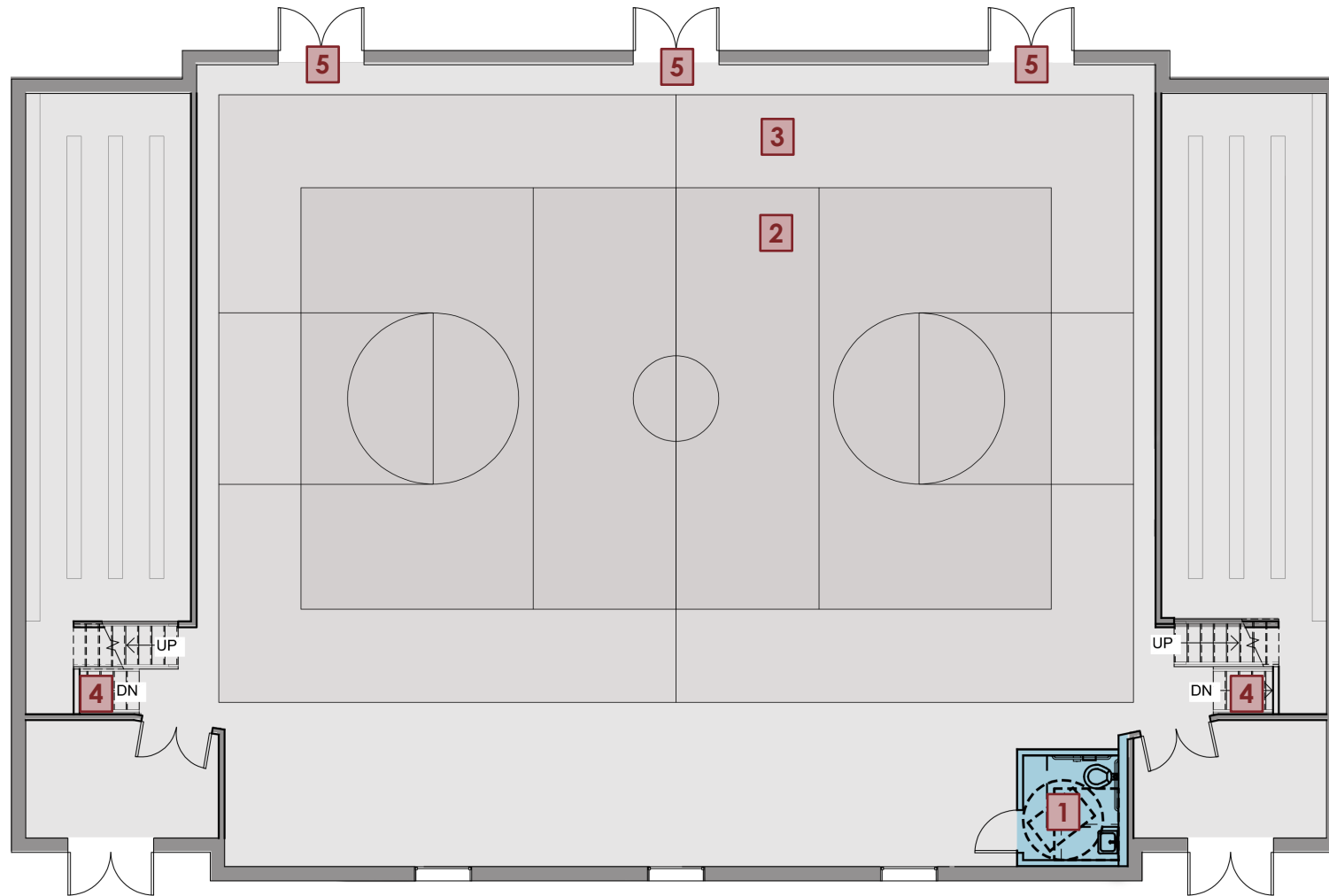
www.townofdavidson.org

Revised Site Diagram – VE Option 2



- 1** Existing Gym
 - 2** Sloped Lawn with Linear Drain
 - 3** Retaining Wall at Protected Tree
 - 4** Added Parking Row
27 additional spaces
- Formal plaza and seating removed and replaced with sloped lawn from walk to front facade
 - All site walks and retaining walls removed with the exception of:
 - Wall for tree protection
 - Sidewalks along parking and to building entrances
 - Existing rear stairs to remain and be repaired instead of replaced with ADA compliant stairs and landings

Floor Plan Diagram – VE Option 2



- 1 New ADA unisex restroom
- 2 Volleyball court
- 3 Basketball court
- 4 Stairs down to original locker rooms with new plumbing fixtures
- 5 Rear doors to existing exterior stairs

Project Cost

	<u>Original Cost</u> <u>Estimate</u>	<u>VE Option 2</u>
Total Construction Contract	\$ 3,095,961	\$ 3,648,713
Water Tap Fee - Paid By Town	\$ 100,000	\$ 100,000
Building Equipment and Furnishings	\$ 235,000	\$ 235,000
Contingency		\$ 23,137
Total Project Cost	<u>\$ 3,430,961</u>	<u>\$ 4,006,850</u>
Increase over Original Cost Estimate		\$ 575,889

Sources of Funds

Sources of Funds	Original Cost Estimate	VE Option 2
Mecklenburg ARPA Grant	\$ 2,000,000	\$ 2,000,000
G.O. Bonds:		
2023 Public Facilities	\$ 1,086,234	\$ 1,086,234
2021 Parks	\$ 220,616	\$ 220,616
2023 Parks	\$ 124,111	\$ 200,000
Reallocated Resurfacing-GF		\$ 200,000
Unassigned Fund Balance		\$ 300,000
	<u>\$ 3,430,961</u>	<u>\$ 4,006,850</u>

Next Steps

If the contract is approved, it will be executed with the design-build contractor, with work starting in January 2025 and a substantial completion date of February 2026.

DISCUSSION



MOTION 1: To approve the Historic Gymnasium Rehabilitation Contract with Balfour Beatty Construction, LLC.

MOTION 2: To approve the allocation of 2021 and 2023 G.O. Bond Funds to the Historic Gymnasium Rehabilitation Project as presented.

MOTION 3: To approve Budget Amendments 2025-16 and 2025-17.





AGENDA MEMO

To: Davidson Board of Commissioners

From: Lindsay Laird, Senior Planner

Date: December 10, 2024

Re: Consider Adoption of Ordinance 2024-12 Historic Landmark Designation of 225 Armour Street Mill House

ITEM SUMMARY/OVERVIEW

The Armour Street Mill House (circa 1913) was built as part of an expansion of the mill village of Delburg Cotton Mill, Davidson's second cotton mill. It was one of six houses built by local builder W. E. Potts on property originally planned as the Armour Heights development. The houses were owned as part of the mill – even as the mill changed hands among different ownership groups – until 1950, when then owner Palomino Mills sold its workforce housing to Economy Homes of Winston-Salem. William W. and Carrie Stanley Edwards purchased the house from Economy Homes in 1951, and it has since been privately owned. The house is historically significant as a means both for interpreting the life of mill village residents in the twentieth century and for conveying a historic association with the evolution of Mecklenburg County's textile industry and industrial housing. Situated in a neighborhood faced with increasing development pressures, the Armour Street Mill House is one of the most intact, and thereby best extant examples, of the common mill house constructed as part of the expansion of the Delburg mill village.

ACTION/PROPOSED MOTION

Motion to adopt Ordinance 2024-12 designating as a historic landmark the property known as the "Armour Street Mill House," including the exterior of the building and the approximately 0.114 acre of land listed under Tax Parcel Identification Number 00326211.

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

If approved, the landmark designation will be implemented.

Landmark Designation Report for the



Armour Street Mill House 225 Armour Street Davidson, North Carolina

Prepared by:
Susan V. Mayer, Principal
September 2024

SVM
**HISTORICAL
CONSULTING**

Charlotte, North Carolina
<https://www.svmhistorical.com>
susan@svmhistorical.com

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General Information

Historic Names of Property:	Armour Street Mill House
Address of Property:	225 Armour Street, Davidson, North Carolina 28036
PIN:	00326211
Deed Book & Page:	Mecklenburg County Deed Book 38026, Page 535
Amount of Land/Acreage to be Designated:	0.014 acres
Ad Valorem Tax Value:	The 2024 Real Estate Assessed Value of parcel 00326211 which includes Armour Street Mill House is \$287,800.
Recommendation for Designation:	Exterior designation of the house and all the property within Mecklenburg County parcel 00326211.
Name/Address of Current Property Owner:	Michael L. and Alicia O'Sullivan 248 Grey Road Davidson, NC 28036

Chain of Title

Grantor	Grantee	Date	Deed Book/Page	Notes
R. M. Armour	J. S. Harris	November 12, 1909	280/474	Lots 6, 7, 8, & 9 of Armour Heights
John D. L. Brown and wife, Lula A. Brown, et. al. (all heirs at law of the late J. S. Harris, deceased)	W. C. Kimmons	September 1, 1910	283/400	Lots 6, 7, 8, & 9 of Armour Heights
W. C. Kimmons (unmarried)	Mrs. S. J. Kimmons	December 11, 1911	280/475	Lots 6, 7, 8, & 9 of Armour Heights
Hugh M. Kimmons and his wife Sallie J. Kimmons	W. C. Kimmons	August 9, 1912	290/450	Lots 6, 7, 8, & 9 of Armour Heights
W. C. Kimmons and wife Annie Kimmons	Plummer Stewart	August 9, 1912	300/121	Deed in Trust to guarantors for a total of \$200, satisfied November 18, 1912 Lots 6, 7, 8, & 9 of Armour Heights
W. C. Kimmons and wife Annie Kimmons	Delburg Cotton Mill	October 25, 1912	303/79	Lots 6, 7, 8, & 9 of Armour Heights
Davidson Mills Corporation	W. F. McCanless	March 5, 1947	1237/221	
W. F. McCanless	Palomino Mills, Inc.	October 15, 1947	1350/237	
Palomino Mills, Inc. (formerly	Economy Homes, Inc.	October 31, 1950	1475/353	

Davidson Cotton Mills Company)				
Economy Homes, Inc.	W. W. Edwards and wife Carrie S. Edwards	March 15, 1951	1486/499	"Being all of Lot Numbered EIGHTY-ONE (81) as shown upon the map of 'Palomino Mill Village Property'"
Carrie S. Edwards, widow	James Marshall Case	August 3, 1989	6088/23	
James Marshall Case	Dr. Robert L. Gochnauer	August 3, 1989	6088/21	
Robert L. Gochnauer and wife, Karen Gochnauer	Virgil John Foster and wife, Jennifer B. Foster as tenants by the entirety, with Virgil P. Foster, Jr. and wife, Edith B. Foster as tenants by the entirety, both as 1/2 owners as tenants in common	July 11, 1997	9152/482	
Virgil John Foster and wife, Jennifer B. Foster as tenants by the entirety, with Edith B. Foster, widow	Virgil John Foster and wife, Jennifer B. Foster	January 27, 1998	9467/843	
Virgil John Foster and wife, Jennifer B. Foster	Brett L. Hecker and Cara L. Brady	September 30, 2003	16227/325	

Brett L. Hecker and Cara L. Brady (both unmarried)	Hunter's Ventures, LLC	December 9, 2005	19741/275	
Hunter's Ventures, LLC	Michael L. O'Sullivan and wife, Alicia O'Sullivan	March 30, 2023	38026/535	
<i>Source: Mecklenburg County Registrar of Deeds</i>				

Abstract

Statement of Significance

The Armour Street Mill House was built ca. 1912-1913 as part of an expansion of the Delburg Cotton Mill village in Davidson. The house was one of six built by local builder W. E. Potts on property originally planned as the suburban Armour Heights development. The houses were owned as part of the mill until 1950, when the mill divested its workforce housing. William W. and Carrie Stanley Edwards purchased the house in 1951, and it has since been privately owned. The Armour Street Mill House is historically significant as a means both for interpreting the life of mill village residents in the twentieth century and for conveying a historic association with the evolution of Mecklenburg County's textile industry and industrial housing. The house has a medium degree of material integrity and is one of the most intact, and thereby best extant examples, of the common mill house constructed as part of the expansion of the Delburg Mill and associated mill village.

Given the Armour Street Mill House's close relationship to the surrounding environment and landscape, information concerning worker health, nutrition, quality of life, worker identity, and the relationship between the various mill companies that operated the facility and their employees may be obtainable from the archaeological record, providing information valuable to the understanding and interpretation of the property and its occupants. Therefore, archaeological remains may well be an important component of the significance of the property and significant to the broader Delburg Cotton Mill and village. At this time, no investigation has been done to discover these remains, but it is possible that they exist, and this should be considered in any development of the property.

Integrity Statement

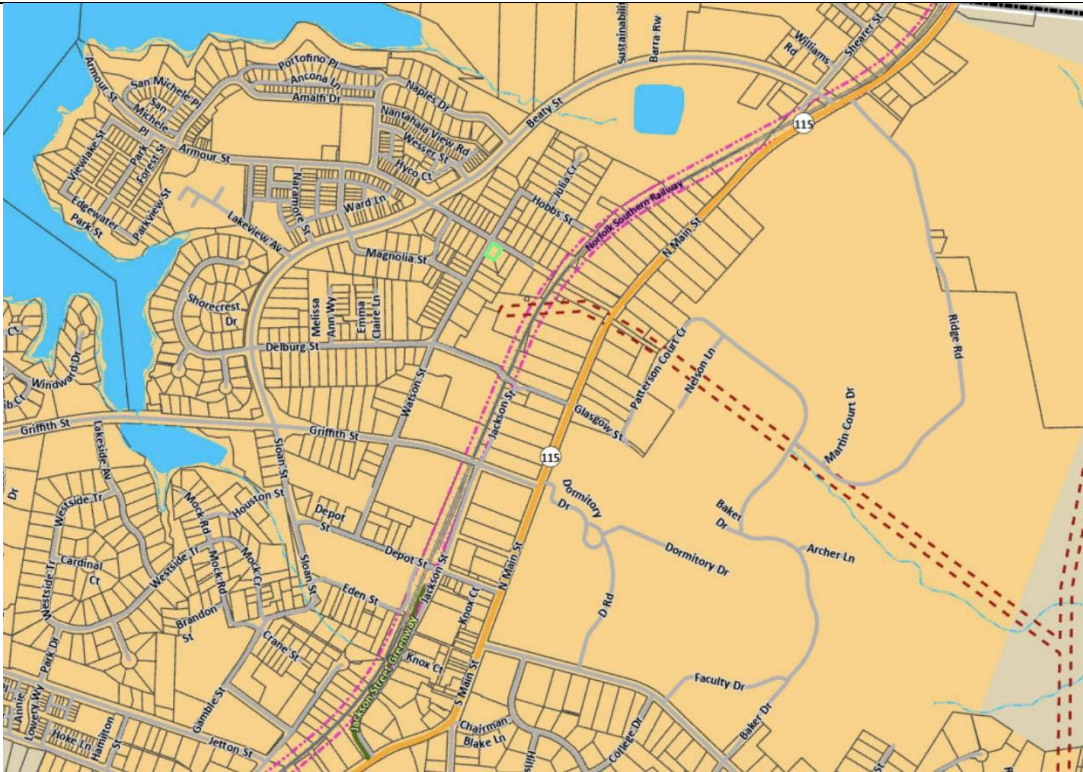
Location	HIGH	The Armour Street Mill House is located at its original site of construction ca. 1912-1913.
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Design	HIGH	The Armour Street Mill House has a high degree of integrity of design as it retains the physical form and appearance of a typical one-story side-gabled frame mill house. A modest gabled addition made to the rear of the house ca. 1960 does not detract from the original design and is minimally visible from street view.
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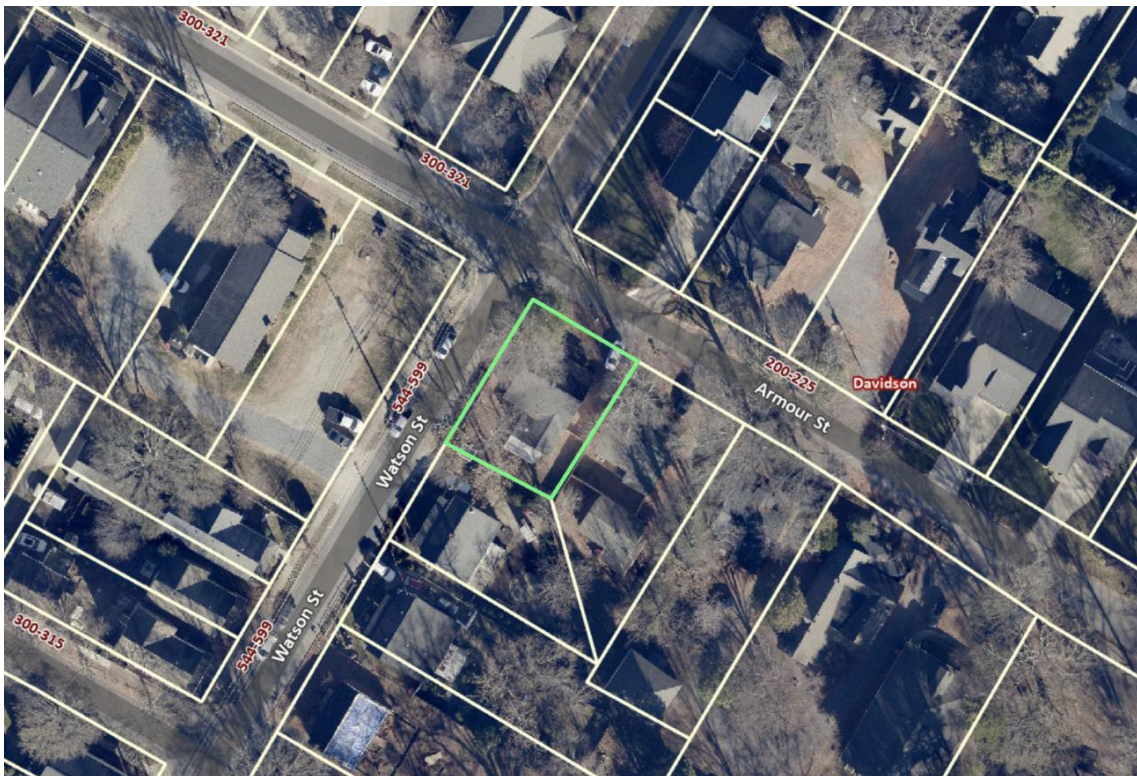
Setting	MEDIUM	The Armour Street Mill House is located at the corner of Armour Street and Watson Street in Davidson in the former Delburg Mill Village. Many of the surrounding mill houses have been demolished and replaced with two-story homes. However, the general character and feeling of the mill village is intact.
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Materials	MEDIUM	The Armour Street Mill House retains a medium degree of material integrity with wood weatherboard German siding, the brick foundation, and brick chimney.
Workmanship	HIGH	The Armour Street Mill House was constructed by local builder W. E. Potts. It reflects the craftsmanship that Potts displayed in many properties in the town.
Feeling	HIGH	The Armour Street Mill House is located at the corner of Armour and Watson Streets a block from the former Delburg Cotton Mill. Since this section of the former mill village has had less development encroachment than properties closer to the mill, it evokes a high sense of feeling of the historic setting of the Delburg Mill Village.
Association	HIGH	The Armour Street Mill House has a high degree of integrity for its association with the lives of people who worked at the Delburg Cotton Mill from the time of the home's construction in ca. 1912-1913 until the mill's closure in 1950.

Maps



Source: Polaris (2024)



Source: Polaris (2024)

Historical Background

The Armour Street Mill House (ca. 1912-1913) was built as part of an expansion of the Delburg Cotton Mill village in Davidson. The house was one of six built by local builder W. E. Potts on property originally planned as the suburban Armour Heights development. The houses were owned as part of the mill until 1950, when the mill divested its workforce housing. William W. and Carrie Stanley Edwards purchased the house in 1951, and it has since been privately owned. The Armour Street Mill House is historically significant as a means for interpreting the life of mill village residents in the twentieth century, as well as conveying a historic association with the evolution of Mecklenburg County's textile industry and industrial housing. The Delburg Cotton Mill opened in 1907 as the second mill in Davidson, a small town in northern Mecklenburg County which grew around Davidson College. These cotton mills represented the diversification of industry in Davidson during the peak years of cotton production in the South. Mills such as Delburg attracted workers from tenant farms and other agricultural pursuits, offering a steady paycheck and hope for improvement in their family's standard of living. The house is one of the most intact, and thereby best extant examples, of the mill houses constructed as part of the Delburg Mill expansion.

Delburg Cotton Mill

In July 1907 a group of businessmen filed a Certificate of Incorporation for the Delburg Cotton Mill. Named for its location near the Mecklenburg and Iredell county lines, a mashup of the last syllable of each county name, the cotton mill was the second to open in Davidson, as the Linden Cotton Mill had operated since 1890. R. M. Armour, whose family had resided in the Davidson area since the early days of Mecklenburg County, recognized the opportunity that new industry could offer to those who owned land near the new mill. He platted a portion of his land just north of the mill and advertised lots for sale in Armour Heights. A notice of the public sale to be held on November 12, 1909, was published in the *Observer*:

The sale of lots on what is to be known as Armour Heights, an elevated tract of land lying just north of west of the cemetery and across the railroad, began this evening when quite a number of lots were disposed of. The prevailing size of the lots is 60 by 150 feet, though some are much larger. In a few instances prices may have reached the expectations of those back of the move but as a rule the property sold cheap enough.

The property is well situated and with an overhead bridge placed over the deep railroad cut and a street opened to North Main the lots are in easy reach of the business part of town and the campus and not more than 600 feet from the depot.

The new streets are to be known as Armour avenue, Hobbs, Delburg, Broad. Others as time may make advisable will be marked off and more lots put on the market.¹

¹ "Davidson," *Charlotte Daily Observer*, November 13, 1909.

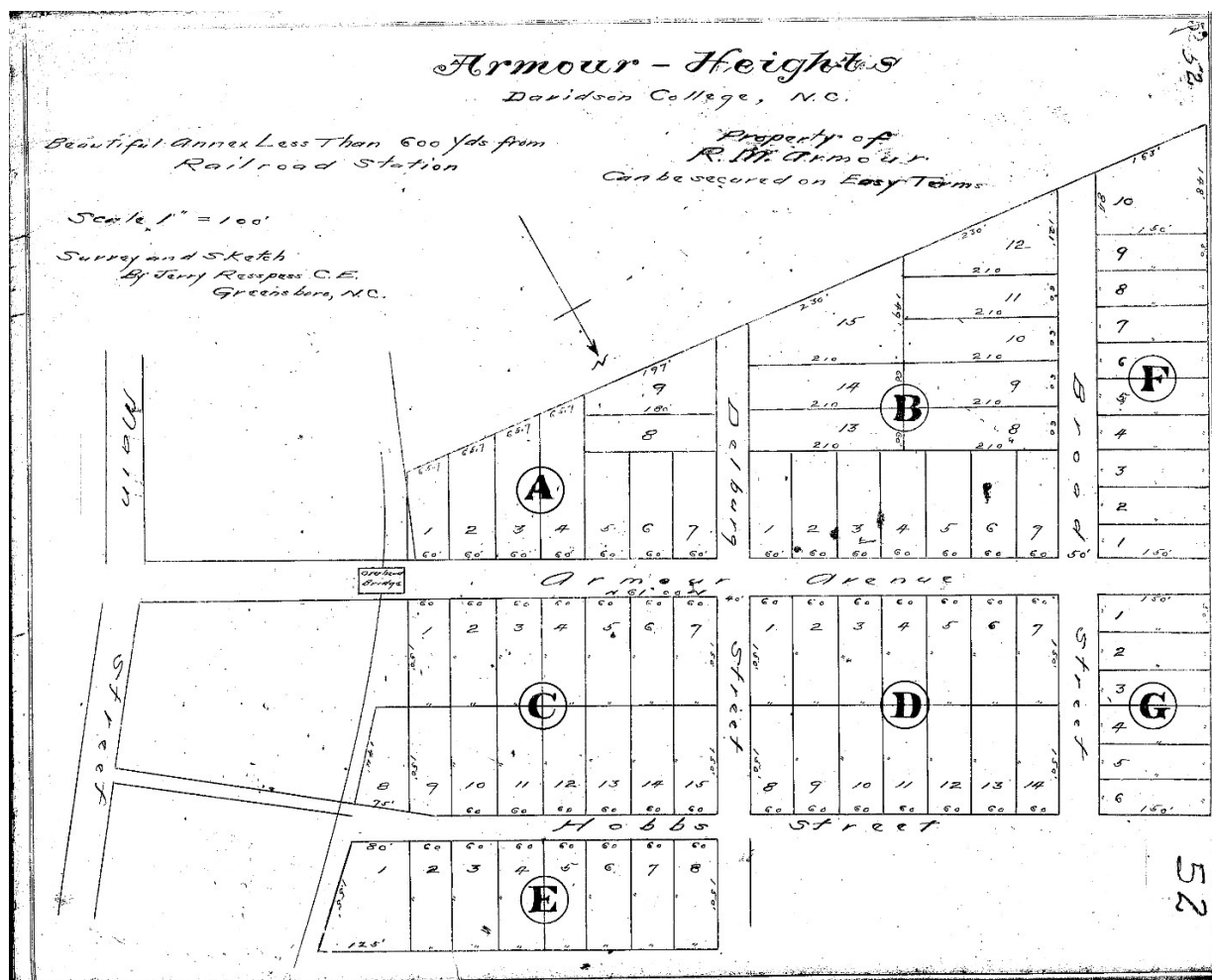


Figure 1 Plat of Armour Heights. Mecklenburg County Map Book 230, Page 52.

Among the parcels sold that day were lots 6, 7, 8, and 9 in block A to J. S. Harris for \$207.50.² By January, several Armour Heights owners had houses under construction. According to the *Observer*, Lee Christie was the first to start building, followed by Frank Knox and George Sloop. John DeMarcus was planning to begin in the next few months.³ Harris died in June 1910, and his heirs sold the property to William Clyde Kimmons for \$600.00. William was the son of Hugh M. Kimmons, who worked at a cotton mill in Davidson, and Sallie Cope Kimmons. William also took out loans totaling \$200.00, either to build a home in Davidson for himself—he and his wife Annie lived in Lynchburg, Virginia—or his parents.⁴

Meanwhile, Delburg Cotton Mill stockholders met on October 28, 1910, “to authorize the purchase by the directors of additional land for the immediate erection of tenant houses needed for the

² Mecklenburg County Deed Book 280, Page 474. The deed was not filed with the county until the sale of the lots to Kimmons in September 1910.

³ “Davidson,” *Charlotte Observer*, January 26, 1910.

⁴ Mecklenburg County Deed Book 280, Page 475; Mecklenburg County Deed Book 290, Page 450; Mecklenburg County Deed Book 300, Page 121.

accommodation of an increase in the number of mill operatives.”⁵ Local builder William Erasmus Potts was contracted to build six houses sized 26’ x 34’.⁶ Among these six houses was the Armour Street Mill House. The added housing was in preparation for a major expansion of the mill. As reported in the February 12, 1914, issue of *Manufacturers Record*, “The Delburg Cotton Mill Co., Davidson, N. C., plans to increase equipment for doubling its capacity. It has 4200 spindles, etc., and was mentioned last week as planning to increase capital.”⁷ In March 1915 a new warehouse for opening cotton bales and cleaning the lint was announced. The new machinery was reported as necessary “to prevent a great deal of loss from waste.”⁸

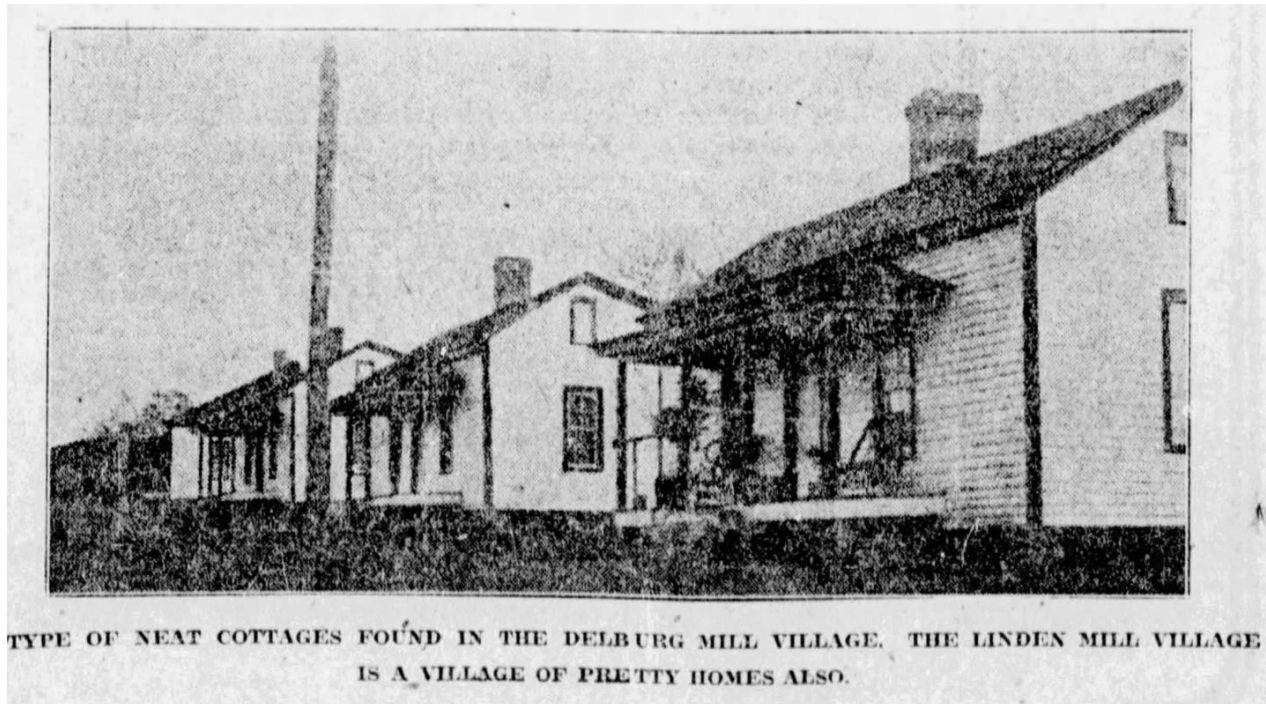


Figure 2 “The Delburg and Linden Mills of Davidson Have Helped Many Poor Boys to Attain Their Independence,”
Charlotte Observer, January 3, 1919.

By 1919 the Delburg Cotton Mill had twenty cottages from three to six rooms and several more under construction. A special textile edition of the *Observer* described the conditions of the small mill villages in Davidson:

Mr. Sloan [J. Lee Sloan, secretary-treasurer and manager of the mills] has done all that was possible to make it easy for industrious families to lay aside a part of their earnings and thus become independent. For instance, in both of the mill villages the pretty cottages which have been built for mill families are given entirely rent free. The newer bungalows which are being built are also rented free. They have electric lights and modern conveniences and all of these homes are located on large lots, providing ample space for gardens. A great deal of garden

⁵ “Textile News,” *Charlotte News*, November 2, 1912.

⁶ “Building Contracts Awarded,” *Manufacturers Record* 62, no. 17 (October 31, 1912), 68.

⁷ “Textile Notes,” *Manufacturers Record* 65 (February 12, 1914), 62.

⁸ “Davidson,” *Charlotte Daily Observer*, March 20, 1915.

stuff has been raised during the past season and a great deal of it conserved, thus helping to reduce living expenses. Another thing: the mills furnish fuel at cost or less than cost to their employes.⁹

In January 1921 the stockholders of the Linden Manufacturing Company and Delburg Cotton Mill voted unanimously to merge the two companies into the Delburg-Linden Company. It was noted that “the two mills for the most part are owned by the same persons.”¹⁰ Two years later, the joint mills were sold to a group headed by Martin Cannon, which renamed them as the Davidson Cotton Mill.¹¹ Production shifted to the Delburg plant, and the former Linden Cotton Mill was converted into an asbestos manufacturing facility.¹²

After World War II, however, the small Davidson Cotton Mill was in trouble. In 1946 Cannon sold the mill to northern investors. A new weaving plant was announced the following year, adding another 100 employees to the approximately 350 workers at the mill.¹³ According to the *Observer*, “Entrance into the weaving field will mark a new phase of the textile business for the concern. At the present, it produces colored yarns for knitting and weaving. The major portion of its knitting yarn production is for hosiery.”¹⁴ The company operated as Palomino Mills, Inc. until closing in 1950, and the mill village houses were sold to Economy Homes, Inc. of Winston-Salem.¹⁵

⁹ “The Delburg and Linden Mills of Davidson Have Helped Many Poor Boys to Attain Their Independence,” *Charlotte Observer*, January 3, 1919.

¹⁰ “Cotton Mills Merged,” *Chatham Record*, January 20, 1921.

¹¹ “J. J. Misenheimer Sells Fifth Street Property,” *Charlotte Observer*, October 2, 1923.

¹² “Charlotte Men Buy Plant for New Industry,” *Charlotte Observer*, June 11, 1927.

¹³ J. A. Daly, “\$925,000 Offered for Mill,” *Charlotte News*, July 22, 1946; “Davidson Mills Stock Is Sold,” *Charlotte Observer*, October 21, 1946.

¹⁴ “Addition Planned by Davidson Mills,” *Charlotte Observer*, January 12, 1947.

¹⁵ Mecklenburg County Deed Book

Delburg Mill Village



Figure 4 This 1928 photo shows the first shift workers at the Davidson (formerly Delburg) Cotton Mill. Blodgett and Levering, 126.

Rural families came to work in mills like Delburg for a variety of reasons. Recruiters spread through communities, advertising steady pay and comfortable housing as a better economic choice than tenant farming. Wages could be earned by most members of the family, including daughters and older children. These reasons likely influenced Hugh and Sallie Cope Kimmons to move from an Iredell County farm to Davidson. By 1902 they had ten children—six girls and four boys—and tenant farming was unsustainable. The Delburg Cotton Mill would have offered opportunity—steady wages, housing, and a tight-knit community. According to the 1910 U. S. Census, Hugh and several of his children worked at the mill. Hugh and daughter Mattie (11) were laborers, daughters Minnie (18) and Cora (13) were spinners, and son Ollie (15) was a doffer.¹⁶ Their adult children had moved out, though some were engaged in manufacturing. Next door was daughter Emma, who married grocer John Deaton; boarder John Carson was a salesman in the store and would later marry Minnie. Son William worked in Mecklenburg County, Virginia, as a helper in boring wells, while Burton was a cabinet maker in a furniture factory in Cornelius.¹⁷

Some families came to Delburg from other mills. The family of Cornelia “Nealie” Brown White (1866-1947) lived in Mooresville in 1910, likely working at the Mooresville Cotton Mill. They may have moved to Cornelius in early 1912, as her husband died there in July after about six months of residence. By 1920 the extended White family lived in the mill village in Davidson. Nealie headed one household which included daughter Hattie (reeler), daughter Willie Morris (spinner) and her husband Jack (foreman). Adjacent was son Muzon (carder), daughter-in-law Bertie (spinner), and Bertie’s sister Mullie Brown (spinner). Son Cloyd was also a foreman. In the 1930 U. S. Census, members of the extended White family still lived in the Delburg-Linden Mill villages in Davidson.

¹⁶ Jacquelyn Dowd Hall, James Leloudis, Robert Korstad, Mary Murphy, Lu Ann Jones, and Christopher B. Daly, *Like a Family: The Making of a Southern Cotton Mill World* (New York: W. W. Norton & Company, 1987), 24-26; 1900 U. S. Census, Davidson Township, Iredell County, North Carolina, 4A; 1910 U. S. Census, Davidson, Deweese Township, Mecklenburg County, North Carolina, 9A.

¹⁷ 1910 U. S. Census, Chase City, Mecklenburg County, Virginia, 4B; 1910 U. S. Census, Cornelius, Mecklenburg County, North Carolina, 6B.

Nealie lived with daughter Willie's family; Jack worked as a truck driver for the mill while Willie was still a spinner. Daughter Maggie White Washam and her husband Henry also lived in the mill village; she was a spinner at the mill while he worked as a painter.¹⁸

Families remained in the Delburg mill village not only because of work but due to growing community ties. As noted by historians in their study of Southern mill villages,

The village's inner life was rooted in family ties. Kinship guided migration to the mills and continued to play a powerful unifying role. Indeed, intermarriage was the cement of village society. ...children of the first generation off the land married newcomers of the second and third.¹⁹

In their report on the Delburg Cotton Mill, Gray and Stathkis explored the foundational features of these mill communities outside of work:

Mill life proved to be as difficult as farm life, but mill workers formed communities that were the source of their religious and cultural worlds as well as their working world. Mill hands lived in company housing and often had their own gardens in the summer. Some kept cows, hogs, and chickens. Baseball was a major summer pastime for mill workers, and they met for games on Saturday afternoons at a ball field near the present Sadler Square. Many were loyal Davidson College sports fans.²⁰

The Delburg Cotton Mill village, along with the originally separate Linden Mill, became a web of familial relationships. From the family of John C. Morgan, several children married other children of mill village families. Son Lacey Calvin Morgan married Harriet Ervin, a carder and daughter of John L. Ervin, a fireman at the mill. Another son, Roy Lee Morgan, married Fannie Louise Washam, who worked as a winder at the asbestos mill along with her mother Jessie. Fannie's brother Marvin Joseph Washam married Carrie Fortner, whose mother Daisy Bell was a spooler at Delburg. Other families that interconnected through marriage include White, Foy, Gant, Stone, Brack, Sloop, and Crews.

¹⁸ 1910 U. S. Census, Mooresville, Iredell County, North Carolina, 25A-B; 1920 U. S. Census, Davidson, Mecklenburg County, North Carolina, 9B; 1930 U. S. Census, Davidson, Mecklenburg County, North Carolina, 10A-B.

¹⁹ *Like a Family*, 140.

²⁰ Stewart Gray and Paula M. Stathakis, "Davidson Cotton Mill," survey and research report, Charlotte-Mecklenburg Historic Landmarks Commission (February 2004). Sourced from Bill Brannon, *Mecklenburg Gazette*, "The Way It Was," nd.



Figure 5 Paul Kerley (second from right, front row) worked at Delburg Cotton Mill and lived in the mill village in 1930. Here he is shown as part of a baseball team in Cornelius, where he also worked at a cotton mill, in 1910.
Huntersville Herald, September 7, 2012.

The interconnection of the overall mill community through moving between jobs or extracurricular activities such as mill sports teams led to familial connections between mills in different towns. Mattie Kimmons married William Gaither Kerley, whom she likely met through his brother Paul who was a doffer at Delburg Cotton Mill in 1930. Paul lived in Cornelius and worked at a cotton mill, likely the Gem Yarn Mill, as a doffer in 1910 and a weaver in 1920. Mattie's brother Burton also lived in Cornelius in 1910, offering another avenue for connections between Davidson and Cornelius mill families.²¹

²¹ 1910 U. S. Census, Cornelius, Mecklenburg County, North Carolina, 3B; 1920 U. S. Census, Cornelius, Mecklenburg County, North Carolina, 12A; 1910 U. S. Census, Cornelius, Mecklenburg County, North Carolina, 6B.



Figure 6 This 1945 aerial photograph of Davidson shows the Black community of Mocksville looking northeast toward the Delburg Cotton Mill (top center). At the top left of the photo is the intersection of Armour and Watson Streets and the Armour Street Mill House. From Davidson College Archives, cited in Stewart Gray, Delburg Cotton Mill House, survey and research report, Charlotte-Mecklenburg County Historic Landmarks Commission, December 2014.

The small, simple houses in Delburg mill village were typical in developments throughout the Piedmont region. Unlike the mills in Charlotte such as Highland Park, which were much larger with extensive villages and infrastructure dedicated to mill families, the mill village in Davidson was less insular. Children attended school alongside the children of Davidson College professors and local merchants. While Unity Church provided a worship space for mill families, many were members of local churches. In addition, not all residents of the mill village worked at the mill. Walter B. McGinnis worked as a laborer for a traveling show in 1930, though his wife Ella Brack McGinnis was a spinner at the mill. Similarly, Maggie White Washam also worked as a spinner while her husband Henry was a painter. John C. Morgan drove trucks for a road construction crew; meanwhile, three children worked at the cotton mill with a fourth at the asbestos mill.²²

²² 1930 U. S. Census, Davidson, Mecklenburg County, North Carolina, 8B-10B.

Though the mill closed in 1950, the ties of the mill village and the Armour Street Mill House to the textile industry continued. Cotton mill workers William Washington Edwards and wife Carrie Ola Stanley Edwards purchased the Armour Street Mill House in 1951. A native of Bladen County, William was overseer at a mill in Robeson County before moving to Charlotte. In 1940 the Edwards family lived at 730 Herrin Avenue in the North Charlotte mill community. William worked as a second hand at Johnston Manufacturing Company, and Carrie and niece Carrie Thomas were winders likely at the same facility.²³ While the Edwardses moved to Laurinburg by 1950, where William was a car salesman, they returned to both Mecklenburg County and the textile industry soon afterwards. He was assistant supervisor at Gem Yarn Mill in Cornelius when he passed in 1960, likely taking the position before the family purchased the Armour Street Mill House in March 1951.²⁴ Carrie remained in the house for nearly thirty years, selling it in 1989 and moving to Wilmington where her son William Jr. lived.

²³ 1930 U. S. Census, St. Pauls, Robeson County, North Carolina, 8B; 1940 U. S. Census, Ward 5, Charlotte, Mecklenburg County, North Carolina, 5A; "William Washington Edwards," North Carolina, First Draft Registration Cards, 1940-1945 <https://www.familysearch.org/ark:/61903/1:1:QVRG-C8HT>, accessed May 23, 2024.

²⁴ 1950 U. S. Census, Laurinburg, Scotland County, North Carolina, 76; "W. W. Edwards," *Charlotte News*, January 20, 1960.

Architectural Description

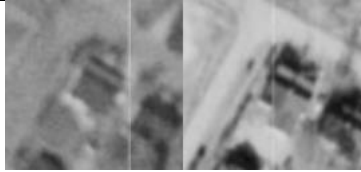


Figure 7 Aerial photographs from 1956 (left) and 1960 (right) show the addition to the rear of the Armour Street Mill House. Historic Aerials, <https://www.historicaerials.com/viewer>, accessed September 18, 2024.

The Armour Street Mill House is one of several extant mill houses, including the designated landmark Delburg Cotton Mill House at 303 Delburg Street, in the former Delburg Cotton Mill village. However, the area immediately around the mill has lost most of its integrity save for proximity to the former mill building. This includes the Delburg Cotton Mill House, to which prominent additions have been made. Comparatively, the Armour Street Mill House has had one small addition made to the rear between 1956 and 1960. The portion of the mill village north of the plant along Watson and Armour Streets have retained a higher sense of feeling, thus the Armour Street Mill House is today a better example of the historical setting of an early twentieth-century cotton mill village in Davidson.



The Armour Street Mill House is a one-story side gabled wood frame mill house located at the southeast corner of Armour Street and Watson Street. The house is one block away from the former Delburg Cotton Mill. The parcel is small with the house sited near the street. A wood picket fence is around the side and back yard along Watson Street. Mature cedar trees and a water oak are located

at the corner by the street intersection, and smaller trees and bushes are growing around and in the backyard.



The Armour Street Mill House has a medium degree of material integrity. It is built on brick piers and is sheathed in wood weatherboard German siding. The asphalt shingle roof with ridge vent appears new. The roof plane is steeper in at the façade, peaking along the center of front rooms of the double pile house. Typical windows are 1/1 vinyl replacement with wide wood trim. The shallow eaves are solid with no venting.



The façade is comprised of the full width shed porch connecting with the primary roof. It is built on a concrete masonry unit foundation with wood plank floor and ceiling. Between the six square section wood posts is a wood railing with thin square balusters and a heavy top rail. The middle bay is off-center and open with brick steps approaching the porch and front door, a wood replacement with six lites and three panels. On either side are pairs of typical windows. The shed gables at either side of the porch have vertical wood plank siding. The centered rectangular brick chimney rises through the roof ridge and has a metal vented cap.



The west elevation of the Armour Street Mill House faces Watson Street. It is three bays wide, with the shed porch comprising the first bay. The middle bay is centered in the gable with large louvered vent above a typical window, and the third bay has a typical window.



The east elevation of the Armour Street Mill House is similar to the west elevation at the first and second bays. However, the third bay has a shorter 1/1 vinyl window. The gabled addition at the rear is flush with this elevation and has a typical window centered in its face. Alongside this elevation is a narrow gravel parking area and wood picket fence.



The rear elevation of the Armour Street Mill House faces south and is two bays wide. The first bay has a typical window in the primary portion of the house, and the second bay consists of a gabled ell two bays wide and one bay deep. The south elevation of the ell has a shed bay and gabled bay with louvered vent and nine lite two panel replacement door at a wood deck with railing. The west elevation of the ell is two bays wide. The first bay has no fenestration, and German siding is slightly different in scale. The second bay is likely an enclosed porch and has a shorter 1/1 vinyl window.

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"Textile News," November 2, 1912.

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"Davidson," January 26, 1910.

"The Delburg and Linden Mills of Davidson Have Helped Many Poor Boys to Attain Their Independence," January 3, 1919.

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Stewart Gray. Survey and Research Report on the Delburg Cotton Mill House. 2014.

TOWN OF DAVIDSON BOARD OF COMMISSIONERS (the “Town Board”) adopts the following ordinance designating as a Historic Landmark a property known as the “Armour Street Mill House” (listed under Tax Parcel Number 00326211 and including the exterior of the building and the approximately 0.114 acre of land listed under Tax Parcel Number 00326211 in the Mecklenburg County Tax Office, Charlotte, North Carolina as of July 1, 2024). The property is located at 225 Armour Street in Davidson, North Carolina, and is owned by Michael L. and Alicia O’Sullivan.

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 10th day of December, 2024, on the question of designating a property known as the Armour Street Mill 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 4th day of November, 2024, on the question of designating a property known as the Armour Street Mill House as a historic landmark; and

WHEREAS, within six years of the 1908 opening of the Delburg Cotton Mill – Davidson’s second cotton mill – its shareholders decided to double the facility’s production capacity; and

WHEREAS, the anticipated expansion necessitated a larger work force, prompting the Delburg Cotton Mill owners to construct an adjacent housing village to attract workers from tenant farms and other agricultural pursuits; and

WHEREAS, the Armour Street Mill House was constructed circa 1912-1913 as part of that rapid expansion of the Delburg Cotton Mill; and

WHEREAS, the Armour Street Mill House was one of six such houses constructed by local builder William E. Potts on property originally planned as the suburban Armour Heights development; and

WHEREAS, in 1950, Palomino Mills, Inc. – the successor-in-interest to the original Delburg Cotton Mill Company – divested itself of ownership of the mill village, such that the Armour Street Mill House and the other village residences became privately owned; and

WHEREAS, the Armour Street Mill House is historically significant, given its associative history with the Delburg Cotton Mill, as a means for interpreting the life of mill village residents in the early twentieth century and conveying a historic association with the evolution of Mecklenburg County’s textile industry and industrial housing; and

WHEREAS, the Armour Street Mill House is architecturally notable as one of the most intact, and thereby best extant examples, of the common mill house constructed as part of the expansion of the Delburg Mill and associated mill village, due in part to the loss

or significant alteration of nearly all other houses that once comprised the Delburg mill village; and

WHEREAS, the Armour Street Mill House is also architecturally notable for the high degrees of integrity as to its exterior design, workmanship, and feeling; and

WHEREAS, the associated property upon which the Armour Street Mill 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 *Landmark Designation Report for the Armour Street Mill House* (September 2024), all of which is incorporated herein by reference, the Charlotte-Mecklenburg Historic Landmarks Commission has demonstrated that the Armour Street Mill House possesses special significance in terms of its history, architecture, and/or cultural importance; and

WHEREAS, the property known as the Armour Street Mill House is owned by Michael L. and Alicia O’Sullivan.

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

1. That the property known as the “Armour Street Mill House” (listed under Tax Parcel Number 00326211 and including the exterior of the building and the approximately 0.114 acre of land listed under Tax Parcel Number 00326211 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 225 Armour Street in Davidson, North Carolina. Exterior features are more completely described in the *Landmark Designation Report for the Armour Street Mill House* (September 2024).

2. That said exterior is more specifically defined as the historic and structural fabric of the property, especially including all original exterior architectural features and the contours of landscaping, and that those elements are integral to its historical, architectural, or prehistorical value, as described in the *Landmark Designation Report for the Armour Street Mill House* (September 2024).

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 and the waiting period before demolition must be observed 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 Armour Street Mill 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 December, 2024, by the members of the Town Board of Davidson, Mecklenburg County, North Carolina.

Town Clerk

Approved as to form:

Town Attorney

Proposed Motion:

Motion to adopt Ordinance 2024-12 designating as a historic landmark the property known as the “Armour Street Mill House,” including the exterior of the building and the approximately 0.114 acre of land listed under Tax Parcel Identification Number 00326211.



AGENDA MEMO

To: Davidson Board of Commissioners

From: Austin Nantz, Assistant Town Manager

Date: December 10, 2024

Re: 2024 Annual Accomplishments

ITEM SUMMARY/OVERVIEW

Staff will report on a compilation of achievements by the Town of Davidson during the 2024 calendar year. This report, put together by the Town Manager, Assistant Town Manager, and staff, includes significant projects and highlights as they relate to calendar year 2024 and the 2024-2025 Strategic Plan. This annual report provides a look at the depth of services the Town provides to its residents and businesses.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

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.

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.

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

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.

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

Core Values

Citizens are the heart of Davidson, so town government will treat all people fairly, with courtesy and respect.

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 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.

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.

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.

Citizens entrust town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

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.

Citizens need to move easily throughout the town and region, so government will provide a variety of options, such as sidewalks, bike paths, greenways, connected streets, and transit.

Citizens must live in a healthy environment, so town government will protect watersheds, trees, air quality, and other elements of the town's ecology.

The physical, social, and intellectual well-being of Davidson citizens is fundamental to our community, so town government will provide and encourage enjoyable, safe, and affordable recreational and cultural lifelong learning opportunities.

NEXT STEPS

n/a



2024 Annual Accomplishments

Austin Nantz
Assistant Town Manager
December 10, 2024

www.townofdavidson.org

2024 Annual Accomplishments

The following information is a compilation of achievements by the Town of Davidson during the 2024 calendar year. This report, put together by the Town Manager, Assistant Town Manager, and staff, includes significant projects and highlights as they relate to work completed during calendar year 2024 and the 2024-2025 Strategic Plan. This annual report provides a look at the depth of services the Town provides to its residents and businesses.

2024-2025 Town of Davidson Strategic Plan



Healthy and Livable Highlights



- Co-responder became a Town employee in August 2024.
- Town Co-Responder Program was awarded the Centralina Regional Council Region of Excellence Award in the category of Improving Quality of Life.
- Completed Parks and Recreation 10-year Master Plan update with extensive public engagement.
- Participated with other Mecklenburg County Towns, City of Charlotte, and Mecklenburg County in drafting proposed legislation that if passed by the North Carolina General Assembly would authorize a countywide referendum placing the decision of authorizing a 1-cent tax increase into voters' hands in November 2025.
- Increased the capacity of DPD patrol force by converting a vacant police officer position to a patrol Lieutenant to oversee all patrol shifts.
- Fire House Subs grant awarded to Town for 2 electric patrol bikes.
- Urban Area Security Initiative Grant (UASI) awarded to Town for Emergency Operations Center upgrades.
- Reinvigorated Commissioner Chats; September 17, 2024, at Davidson Pointe Club House, November 19, 2024, at Ada Jenkins. Chats also scheduled for January-May 2025.

Historic Preservation Highlights



- Proceeding with plans for adaptive reuse of Sloan House.
- Draft complete for updated historic district standards (will be presented in early 2025).
- Historic District Street Signs in place throughout Town.
- Made significant progress on Lakeside Neighborhood signs and continued storytelling efforts.
- Two new landmark designations in Town.



Connecting People Highlights

- Identified three sub-standard sections for sidewalk projects and estimated completion dates:
 - Concord Road between Pine Road and Pat Stough Lane
 - South Main Street between Twin Oaks Lane and the car wash site
 - Beaty Street near Griffith Street
 - Concord Road design will be completed in 2024 and then construction can begin
- Established internal Town Grants Committee (GRASP) to work with a grants vendor to assist with securing grants in one of four identified priority areas (Affordable Housing, Public Safety, Ag Corridor/Food Systems, and Sustainability).
- Planning underway on Summers Walk to River Run greenway and Fisher Farm to Narrow Passage greenway, Seam trail study underway for connection north to Iredell County and Davidson Point.



Affordable Highlights



- 204 income applications processed
- 8 Essential Home Improvements
- 22 families received rental subsidies
- 9 affordable re-sale transactions completed
- 49 DTAP applications, 32 approved, 16 withdrawn/denied

- Engaged with the UNC School of Government Development Finance Initiative (DFI) to advance plans for affordable development on Town-owned land.
- Continued equity training program for employees.
- Established an internal employee equity action team.
- Sale of 1 of 8 Parkside townhomes complete and the 2nd is in progress.
- Received \$850,000 HUD grant for land acquisition.
- Established Urgent Home Repair Program.
- Re-branded Critical Home Repair to Essential Home Improvement and added a new partner.
- Developed program policies for Board approval.
- Partnered with Mecklenburg County on Rental Subsidy funding.

Sustainability Highlights



- Town won an award for the Climate Action Plan from APA-NC in the category for Resiliency & Sustainability.
- Launched Leave the Leaves Campaign in the fall.
- Tree Ordinance Updates approved in August.
- Finalized Urban Community Forestry Plan (Tree Canopy Master Plan).
- Implementation of Climate Action Plan.
- Hosted another successful Arbor Day Celebration.
- Continued the Tree Canopy Enhancement Grant Program.
- Continued popular Ask The Arborist Program.



Economic Development Highlights



Annual Town Events

- MLK, ReadDavidson, National Bike Month, Town Day, Concerts on the Green, Concerts @ the Circles, Second Saturdays @ the Square, July 4th Patriotic Stroll, Davidson Arts Festival, A Taste of Davidson, Halloweekend, Davidson Cookie Crawl, Veterans Day, Christmas in Davidson, North Meck Holiday Parade.

- Continued implementation of the Downtown Small Area Plan.
- Expanded outdoor events and programs that support local businesses to include the Farmer's Market Saturday Morning Concert and Ramble On Music Fest in September. Town events were scheduled on 31 out of the 52 weekends in calendar 2024.
- Continued successful partnership with Amplify Davidson.
- Welcomed new businesses such as State Fair Donuts, Habibi Lebanon, Bloom and Johnson, King Canary Brewery.
- Launched downtown beatification effort with Public Works (continued in 2025).
- Worked toward collaborative solutions to support local farming and food systems including pursuing and supporting efforts to establish an Ag Corridor, researching food systems opportunities, and ways to connect and support them.

Operational Excellence Highlights



- Hosted a successful Civics 101 course! Forty-two (42) residents completed this comprehensive overview of our Town government.
- Updated the Town's long-term financial plan and maintained AAA/Aaa bond rating through sound financial management practices.
- Implemented several systems to support more a more effective and efficient work:
 - Vector Solutions, training delivery platform for Fire
 - Lexipol policy management system for the Town
 - Civic Clerk platform for Agenda creation and publication
 - NeoGov Employee Recruitment Platform, NeoGov Performance Appraisal Platform
 - Atlas One Notification System (will go live in early 2025)
- Implemented a Town AI policy.
- Replaced the roof at Town Hall and Community Center.
- Public Works prepared a Greenway Maintenance Plan.

Operational Excellence Highlights



- HR on-boarded 32 employees.
- Ribbon cutting for adaptive re-use/renovation of Public Safety Building.
- Completed first installation of Placemaking Grant at Davidson K-8.
- Replaced irrigation at Public Safety Building /Horseshoe parking lot.
- Added fence for security at Davidson Public Safety Building.
- Building security enhancements at Town Hall and Community Center.
- Purchased an Electric Vehicle (EV) for Town Hall administrative use.
- Awarded Cyber Security Grant.
- Parks and Rec expanded summer programming;
 - 154 programs and 1674 participants.
- 75 external rentals of space at the Town Hall and Community Center.
- All events are supported in countless ways by Public Works staff.

DISCUSSION

