

CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, November 14, 2022 at 7:00 PM

AGENDA

Call to Order, Prayer, Pledge of Allegiance

Adjustment and Approval of the Agenda — *Items will only be added or removed with the approval of the Mayor and City Council.*

Special Presentations

- 1. Oath of Office - City Manager:** Mayor Smith will administer the oath of office to the new City Manager, Joshua Ross.
- 2. Students of the Month:** Mayor & City Council will recognize the November 2022 students of the month from Bessemer City area schools: Bessemer City Primary School, Bessemer City Central Elementary School, Bessemer City Middle School, and Bessemer City High School.

Request to Speak/Opportunity for Public Comment — *This is an opportunity for members of the public to express items of interest to the Mayor and City Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to use proper decorum and to limit comments to no more than three minutes.*

Consent Agenda — *The items of the Consent Agenda are adopted on a single motion and vote, unless the Mayor and City Council wish to withdraw an item for separate vote and/or discussion.*

- 3. Approval of Minutes:** City Council will consider adopting the Regular Meeting minutes of October 10, 2022.
- 4. Approval of Minutes:** City Council will consider adopting the Work Session Meeting minutes of October 25, 2022.
- 5. Resolution of Authorization:** City Council will consider approving a resolution that authorizes the Ridge Runners to hold their annual event with certain guidelines on New Year's Eve.

Business Items

- 6. Establish a Public Hearing - Foundry Commercial:** City Council will consider establishing a public hearing to hear public comment regarding a voluntary annexation request from Foundry Commercial for property located at tax parcel number #308279 on Monday, December 12, 2022 at 7:00 PM.

- 7. Gaston County Historic Preservation- Stonewall & Ollie Durham House:** City Council will consider adopting an ordinance establishing the Stonewall and Ollie Durham House located at 223 West Alabama Avenue as a historically preserved site.
- 8. Public Hearing – Sunset Drive:** City Council will hold a public hearing to hear public comment regarding potential improvements to an unpaved portion of roadway on Sunset Drive.
- 9. SRF Capital Project Ordinance:** City Council will consider approving a Capital Project Ordinance regarding Vantine Pump Station and Sewer Replacements.
- 10. Sewer Capacity Agreement- Two Rivers Utilities:** City Council will consider approving an agreement with the City of Gastonia and Two Rivers Utilities for sanitary sewer service in the City of Bessemer City.
- 11. Ordinance - Repealing Close & Vacate Ordinance (205 E. Washington Avenue):** City Council will consider repealing a close and vacate ordinance for property located at 205 E. Washington Avenue.

City Manager's Report

12. Budget Amendment

Council General Discussion — *This is an opportunity for the Mayor and City Council to ask questions for clarification, provide information to staff, request staff to report back, or place a matter on a future agenda.*

Adjourn

State of North Carolina
County of Gaston



**CITY OF BESSEMER CITY
OATH OF OFFICE**

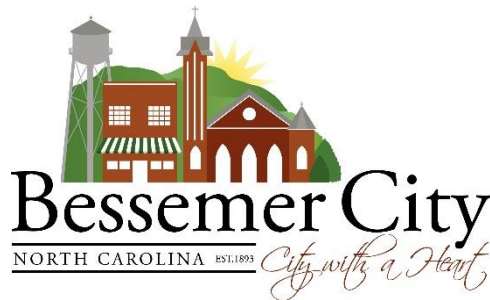
I, Joshua M. Ross, do solemnly and sincerely affirm that I will support and maintain the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, Joshua M. Ross, do affirm that I will execute the duties of the office as City Manager of the City of Bessemer City to the best of my skill and ability, according to law, so help me God.

Joshua M. Ross, City Manager

Sworn and subscribed before me, this 14th Day of November 2022

Becky S. Smith, Mayor



CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, October 10, 2022 at 7:00 PM

MINUTES

Members Present

Mayor, Becky S. Smith, Council Members: Brenda Boyd, Kay McCathen, Dan Boling, Donnie Griffin and Joe Will were all present. Council Member, Brent Guffey was absent. City Manager, Josh Ross and City Attorney, Dan O'Shea were present as well.

Call to Order, Prayer, Pledge of Allegiance

Mayor Smith called the meeting to order. Dennis Gomez, Pastor of New Life Baptist Church led the audience in prayer. Mayor Smith led the audience in the Pledge of Allegiance.

Adjustment and Approval of the Agenda

By motion of Brenda Boyd and unanimous vote, the October agenda was approved with the following revisions:

- Remove Item #9: Sewer Capacity Agreement- Two Rivers Utilities
- Change to Consent Agenda: Remove N. 11th Street from the Street Closure & Attorney Name in the Regular Meeting Minutes

Special Presentations

Student Appreciation- Students from Bessemer City Middle School, Bessemer City Central Elementary School, and Bessemer City Primary School were recognized by their principals and City Council as part of the Student Appreciation Program:

Dr. Jessica Melon, Principal of Bessemer City Middle School, and Mayor Smith, recognized the following students of the month: Joshua Marlow, 6th grade representative; Alexis Walker, 7th grade representative; and Tessa Holcombe 8th grade representative.

Dr. April Conley, Principal of Bessemer City Central Elementary, and Mayor Smith, recognized the following students of the month: Carmon Pagan, 3rd grade representative; Kaliyah Allison, 4th grade representative; and Zoey Pearson, 5th grade representative.

Mr. Bill Kessler, Principal of Bessemer City Primary School, and Mayor Smith, recognized the following students of the month: Keegan Lowery, Kindergarten representative; Kaitlyn Strawn, 1st grade representative; and Sara Bryant, 2nd grade representative.

Request to Speak/Opportunity for Public Comment

Mayor Smith opened the floor for public comment. The following individuals came forth:

- Aaron Grosdidier of 517 Costner School Road- Mr. Grosdider addressed Council regarding his concerns of Police vehicles not being numbered and the Community Development Block Grant

(CDBG). Mr. Grosdider stated that CDBG recipients have not received help from the City and that the City should not sell Kevin Millwood Park.

- Belinda Harmon of 406 E. Ohio Avenue- Ms. Harmon addressed Council regarding the sale of Kevin Millwood Park. She suggest that the City keep the park to preserve its small town charm.
- Pamela Gladney of 502 E. Ohio Avenue – Ms. Gladney addressed Council regarding the sale of Kevin Millwood Park. She suggest that the City decline the offer and improve the park. She lives adjacent to the park, and believes that it is a local landmark.

Consent Agenda

The following items on the Consent Agenda were unanimously approved by motion of Dan Boling:

2. **Approval of Minutes:** City Council will consider adopting the Regular Meeting minutes of September 12, 2022.
3. **Approval of Minutes:** City Council will consider adopting the Work Session Meeting minutes of September 27, 2022.
4. **Street Closure- Christmas in the City Festival & Parade:** City Staff is requesting a temporary street closure of the 100 block of West, 100 Block East Virginia Avenue and the 100 block of N. 12th, for the Parks & Recreation Christmas in the City festival, Parade, and Community Tree Lighting on Sunday, November 20th from 12:00 Noon until 9:00 PM.

Establish a Public Hearing - Eastwood Homes:

City Staff received a request from Eastwood Homes to voluntarily annex their property located at tax parcel numbers #304904, 306573, 306572, 306571, 306570, and 306569 (36.07 acres) in to the City limits.

By motion of Dan Boling and unanimous vote, a public hearing regarding a voluntary annexation will be held on Monday, November 14, 2022 at 7:00PM in Council Chambers. Public notice will be given per NC General Statutes.

Establish a Public Hearing – Sunset Drive:

By motion of Joe Will and unanimous vote, a public hearing regarding a potential improvements to an unpaved portion of roadway on Sunset Drive will be held on Monday, November 14, 2022 at 7:00PM in Council Chambers. Public notice will be given per NC General Statutes.

Osage Mill Encroachment Agreement

City Staff informed Council that this is an agreement to allow the Osage Mill Redevelopment project to utilize S. 11th Street for parking.

By motion Kay McCathen and unanimous vote, the Osage Mill Encroachment agreement was approved.

Extension of maturity date on Interim Financing (Stinger Park)

City Staff informed Council that an extension on the Interim Financing was needed. Due to delayed shipping of materials the subcontractors are behind on the Stinger Park project. City Staff would like to move the date from October 21, 2022 to April 21, 2023.

By motion Dan Boling and unanimous vote, the maturity date on the interim financing date was extended to April 21, 2023.

City Manager's Report

Director of Administration, Josh Ross, addressed Council regarding the following:

- Budget Amendment #1: By motion of Joe Will and unanimous vote, the budget amendment regarding the Stormwater Fee Analysis was approved.
- Budget Amendment #2: By motion of Dan Boling and unanimous vote, the budget amendment regarding the Fire Department grant for \$10,000 to be used for COVID expenses was approved.
- Budget Amendment #3: By motion of Brenda Boyd and unanimous vote, the budget amendment regarding the electrical upgrades to the downtown corridor by Smart Electric was approved.
- Budget Amendment #4: By motion of Donnie Griffin and unanimous vote, the budget amendment regarding an additional Fire Department grant was approved.
- Budget Amendment #5: By motion of Donnie Griffin and unanimous vote, the budget amendment regarding the redirecting of funds from the General Fund and Water & Sewer Fund for Stinger Park was approved.
- Offer to Sell Property: By motion of Joe Will and unanimous vote, the offer to sell property discussion was tabled until the November 2022 Regular Session. The City received an offer to purchase City property located at 501 E. Washington Avenue from Development Solutions Group (DSG).
- Business Accelerator Program (BAP): By motion of Joe Will and unanimous vote, the City will use BAP grant funds to purchase property at 112 West Virginia Avenue. The City received \$500,000 in grants funds for the Business Accelerator Program (BAP) last year. This program was designed to help leverage economic growth in downtown by purchasing and rehabilitating historic buildings. Capital from the sale of property would be used to purchase and rehabilitate other historic buildings.

Council General Discussion

Mayor Smith opened the floor for Council general discussion. Council member, Joe Will commended City Staff for propelling the City forward. There has been a lot of good change. Council member, Brenda Boyd commended City Staff for their continuous hard work. Council member, Donnie Griffin inquired about notifying NCDOT about potential roadway hazards on 12th Street and Alabama Avenue.

Closed Session

By motion of Brenda and unanimous vote, City Council entered in to closed session to discuss a personnel matter pursuant to NCGS143-318(a)(6) at 7:39 PM.

By motion of Kay McCathen and unanimous vote, City Council came out of closed session at 8:00 PM. No action was taken.

City Manager Contract – New Appointment

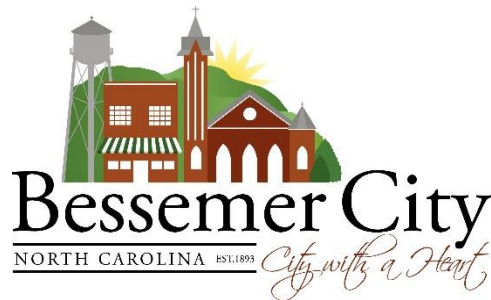
By motion of Brenda and unanimous vote, Mayor Smith is hereby permitted to execute the City Manager contract with the City of Bessemer City and Joshua Ross.

Adjournment

Being no further business to come before the board, by motion of Donnie Griffin and unanimous vote, the meeting was adjourned at 8:02 PM.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



CITY COUNCIL WORK SESSION

City Council Chambers

Tuesday, October 25, 2022 at 3:00 PM

MINUTES

Call to Order

Mayor Becky S. Smith called the meeting to order.

Members Present

Mayor, Becky S. Smith, Council Members: Joe Will, Kay McCathen, Brent Guffey, Brenda Boyd, Dan Boling, and Donnie Griffin were all present. City Manager, Josh Ross and department heads was present as well. A quorum was present.

Offer to Purchase Property- Kevin Millwood Park

City Staff informed Council that the Park had not been solicited to sell. Rather a company addressed City Staff to purchase, thus it was bought to Council at their regular meeting. By law City Staff is required to present the offer to City Council.

By motion of Dan Boling and unanimous vote, the offer to purchase Kevin Millwood Park located at 501 E. Washington Avenue Parcel ID #121527 was rejected.

Department Head Reports

Bessemer City department heads gave reports on their department's status:

JoD Franklin, Parks and Recreation Director- Mr. Franklin addressed Council regarding department highlights. The first Brew & Que Festival held on Saturday, October 15th went well. Mr. Franklin also informed Council that the Christmas in the City festival would be held on Sunday, November 20th this year. There will be several bands performing. The Soccer season is going well.

Jamie Ramsey, Assistant City Manager- Mr. Ramsey addressed Council regarding the water extension project progress and joint efforts of the Public Works and Parks & Recreation department.

Nathan Hester, City Planner – Mr. Hester addressed Council regarding new economic development project Foundry and Trinity Capital. Mr. Hester will be meeting with Duke Energy soon to analyze the study results on West Virginia Avenue.

Tom Ellis, Police Chief- Chief Ellis addressed Council about ongoing investigations and new Police Department equipment. The new cameras that were purchased to monitor traffic are working out well. Some needed equipment has been purchased for the Fire Department.

Parks & Recreation Advisory Board

Parks & Recreation Advisory Board Chair, Andrew Baxter thanked Mayor and Council for allowing them to attend today's meeting. The Board met this past Thursday about the future of Kevin Millwood Park. The Board would like to create a master site plan for Kevin Millwood Park, to ensure that the City has a vision for future growth.

City Manager, Josh Ross spoke regarding the community wide growth that we are seeing. In order to ensure that the City succeeds, we need plans in place to guide us and articulate how City Council wants to utilize buildings and City owned spaces.

City Manager's Report

Josh Ross, City Manager- Mr. Ross addressed Council regarding the Business Accelerator Grant (BAP) to purchase downtown property 112 W. Virginia Avenue. Council approved this at its last regular meeting. The documents are being prepared to complete this purchase of property. City Staff is working on a brochure to recruit additional properties that could benefit from the BAP grant. The payment kiosk that Council voted to place at the Annex is here. It will be installed in the coming weeks.

Mr. Ross also informed Council that the owner of 127 W. Pennsylvania Avenue has shared a proposal to utilize the back area of the Kiser Senior Center as a shared space. JoD Franklin, Parks & Recreation Director stated that the proposal does not interfere with senior activities. Thus, he is on board with the proposal. Council Member, Joe Will is open to the possibility of a shared space. However, he would like more detailed specifics of how the property will be utilized.

Council General Discussion

Mayor Smith opened the floor for Council general discussion. Mayor Smith led the discussion with a procedural change during the public comment portion of regular council meetings. Mayor Smith and City Council permit City Manager, Josh Ross to address any incorrect statements made in a public meeting. By doing this City Council and Staff will be able to ensure that the facts are shared with the Community. Council member, Brent Guffey shared that he would like to have the meetings live streamed. Mr. Guffey also inquired if City Staff planned to address the use and permitting of animals at Stinger Park. City Staff informed him that they would generally be allowed. However, we would have to consult City ordinance and possibly the Parks & Recreation Advisory Committee for anything other than general use. Additionally, Stinger Park hours was discussed. Staff is still working on this.

Adjourn

Being no further business to come before the board, the meeting was adjourned at 3:46 PM by motion of Brenda Boyd and unanimous vote.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



CITY OF BESSEMER CITY RESOLUTION OF AUTHORIZATION

WHEREAS, in 1990, the Bessemer City Council authorized a one-year trial period for the Ridge Runners New Year's Shooters to shoot black powder muskets inside the City Limits; and

WHEREAS, in 1991, the City Council authorized the Ridge Runners to hold the shooting as an annual event with guidelines and since their inception in the 1990's the shooters have been an important part of the local New Year's celebration; and

WHEREAS, the City Council recently deemed it appropriate to update the guidelines governing the Ridge Runners activities within the City Limits of Bessemer City.

NOW THEREFORE BE IT RESOLVED that the Bessemer City Council sets forth the following guidelines for the Ridge Runners activities within the City:

- 1) The Ridge Runners may only discharge non-loaded, black powder muskets and when possible be accompanied by an officer of the Bessemer City Police Department while in the City Limits.
- 2) The Ridge Runners are authorized to perform their opening ceremonies on Friday, December 31, 2021 at 11:45PM- Sunday, January 1, 2023 at 12:30AM in front of City Hall on West Virginia Avenue.
- 3) Shooting within City Limits shall only be conducted from the hours of 12:00AM-12:30AM and 7:00AM- 7:00PM on Sunday, January 1, 2023.
- 4) The Ridge Runners shall provide the City Manager, City Clerk, and the Bessemer City Police Department with a schedule of events and a current roster of member names, addresses and phone numbers.
- 5) Each shooting member shall display on his person a visible means of Ridge Runner identification. This means of identification shall not be readily or easily duplicated by non-members of the Ridge Runners.

NOW THEREFORE BE IT FURTHER RESOLVED that this *Resolution of Authorization* be valid for a one-year period, with renewals required each year by the Bessemer City Council no later than their December meeting.

Adopted this the 14th Day of November, 2022

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk

Proposal of S.J. and Ollie Durham House (Bessemer City, North Carolina)



Gaston County Historic Preservation Commission:

John Russell, Chairman
Robert Carpenter, Vice Chairman
Lucy Penegar, Secretary
Keith Camburn, Treasurer
Mike Peters
Charlene High

Advisors:

Jim Love
Gerald Deal
April Schlipp
Jason Luker
Shannon Whittle

S.J. and Ollie Durham House Landmark Report
223 West Alabama Avenue
Bessemer City, Gaston County, North Carolina

Authors:
Lucy Penegar
Robert Carpenter
Shannon Whittle

Prepared by the Gaston County Historic Preservation Commission
131 W. Main Street
Dallas, North Carolina, 28034

S.J. and Ollie Durham House Local Landmark Report

1. Names of Property

S.J. and Ollie Durham House

2. Location

Street Address: 223 West Alabama Avenue

Planning Jurisdiction: Bessemer City Parcel ID#: 121321

3. Owner Information

Name: Glenda Lamar

Address: 223 West Alabama Avenue, Bessemer City, North Carolina, 28016

Phone: 704-524-9822 Email: glenda.m.Lamar@gmail.com

4. Applicant/Contact Person (if other than owner)

Name: Jason Luker, Gaston County Museum

Address: 131 W. Main St., Dallas, NC 28034

Phone: 704-922-7681, ext. 101 Email: Jason.luker@gastongov.com

Name: Shannon Whittle, Gaston County Museum

Address: 131 W. Main St., Dallas, NC 28034

Phone: 704-922-7681, ext. 100 Email: Shannon.whittle@gastongov.com

Table of Contents

I.	Abstract	1
II.	Narrative and Architectural Description.....	1
III.	Integrity Statement.....	3
IV.	Statement of Significance.....	4
V.	Historical Background Narrative.....	4
VI.	Architectural Context.....	8
VII.	Deed Reference.....	10
VIII.	References.....	11
IX.	Exhibits	

Abstract

The S.J. and Ollie Odell Durham House is being proposed for local landmark designation to recognize its historical significance in Bessemer City and Gaston County, North Carolina. The home stands as a unique example of a free classic, Queen Anne Victorian style home associated with Durham family. The property is being proposed for local landmark designation so that the building's material integrity can be maintained through the design review process administered by the Gaston County Historic Preservation Commission. The proposed landmark designation applies only to the building's exterior.

Narrative and Architectural Description

Setting

The S.J. and Ollie Odell Durham House is located at 223 West Alabama Avenue in Bessemer City, Gaston County, North Carolina. Situated on the south side of West Alabama Avenue, it is located at the terminus of the street. Alabama Avenue is in a residential neighborhood located just south of Pennsylvania Avenue, which is one of the main thoroughfares through town and links to US Highway 274 at the eastern end of town. This corridor contains a number of structures that are contemporary to the S.J. and Ollie Odell Durham House, including the Dr. W.S. Hay House and the Hobbs House.

The property is accessed by a horseshoe driveway off of West Alabama Avenue and is bounded West Alabama Avenue and commercial property to the north, a city-owned recreational facility to the west, and multifamily residential property to the east and south. The lot is 1.91 acres, and the house is set back from the road by approximately 100 feet. Along with the house, the lot also has a central boiler outdoor wood furnace.

The spacious lot on which the house is located features a horseshoe-shaped driveway that leads from West Alabama Avenue and passes in front of the main house before leading back out onto West Alabama Avenue. The parcel features a grassy lawn and several varieties of mature trees that act as a barrier for the house on all sides. Landscaping surrounds the immediate perimeter of the home and includes several different varieties of bushes and shrubs. In addition, an ornate set of decorative wrought-iron gates is located at the eastern end of the driveway but are not original to the property.

The parcel identification number for the property is 121321. The value of the property is \$55,240 and the value of the structure is \$79,880.

Exterior

The S.J. and Ollie Odell Durham House is a sprawling, two-story example of the free classic, Queen Anne style with many of the character-defining features associated with it. The house has a complex form with a two-story main block and single-story wing off the rear (south) elevation. The structure is characterized by a complex roofline consisting of a hipped roof with lower cross gables as well as two, separate gabled bays on the eastern elevation and a projecting, polygonal bay on the side of the western elevation. The main structure is faced with bevel vinyl siding;

however, all original wood window surrounds, corner boards, and columns are intact. Brick is used for the foundation as well as on the two chimneys, one located between the main block and the western elevation and the other between the main block and the southeastern elevation. The roof was replaced in 2010 with architectural style shingles used on the front drop of the structure and three-tab shingles used on the remainder.

The primary elevation features a three-bay wide dormer with a broad gable front. This gable projects from the second story to form an engaged front porch that spans the entirety of the front façade. True to the free classic style, the porch is supported by Doric columns and cross gables shelter the projecting wings at each side. The granite steps leading onto the porch are original to the home and the porch's flooring has recently been replaced with new tongue and groove wood flooring. Situated on the eastern side of the porch, the main front door is slightly recessed and is a single-leaf French door with transom window. The door's original wood trim with ornamental, rosette moulding blocks are intact. The windows throughout the main block of the home are one-over-one, single-hung windows and appear singly or in pairs and trios.

The eastern (side) elevation features an additional gable, a small gable vent, and a total of nine windows. There are three windows on the second story: two one-over-one windows and one picture window with single-hung flanker units on each side. The first story on this elevation features two semi-hexagonal bay windows set over the brick-clad basement façade, one with two one-over-one windows and the other with a one-over-one bay windows. Below the rear-most bay in the brickwork foundation is a single-leaf, wood, panel door that provides access to the basement. The running bond brick-clad basement façade on this elevation includes groupings of windows under each bay. Underneath each bay, there is a fixed window on each plane in the basement façade. The windows underneath the front-most bay are without window grilles; however, the windows underneath the rear-most bay feature lattice-work window grilles. There is also a stained-glass ellipse window on the north facing façade of this elevation.

The western (side) elevation's dominant feature is the gabled, polygonal, two-story bay that projects from the home in a much more subtle iteration of the traditional Victorian tower. Each side plane of the bay features one single-hung, one-over-one window on each story; however, the middle plane features a stained-glass picture window on the first story and two gable vents on the second story. The larger gable vent is square and topped with a stained-glass lunette window, giving it the appearance of a palladium window. Each side of the bay features two, wood corbels under each of the extended eaves. At the bay's terminus is a single-leaf door with three-over-three glazing, followed by two irregular, eight-over-nine, single-hung windows.

The southern (rear) elevation features a gabled roof with a gable vent on the western side of the elevation as well as a wing located on the eastern side of the elevation. In between the two is a fixed window on the second story and a sunroom that extends off the main structure. The sunroom features a row of four mullioned, single-hung, six-over-nine windows and a shed roof. A single-leaf door with three-over-three glazing is adjacent to the sunroom. The shed-roof rear basement entrance is also located on this elevation.

Interior

Much like the exterior, the interior of the home is largely intact with much of the original materials still in place. The first floor consists of an entry hall, front room, study, parlor, dining room, kitchen, sunroom, storage area, and bathroom. The front door opens into a spacious, tiled entry hall that connects to the front room in the northwest corner, the dining room to the west, the parlor to the east, and stairwell to the south. The Durham family's original curtains are still being utilized in the front room. The study can be accessed through an opening next to the stairwell or from the parlor. Double-leaf French doors open from the entry hall into the stairwell. In the corner of the stairwell, a unique, single-leaf door that has been hinged through the middle to create an accordion door opens onto the kitchen. Access to the storage area and sunroom is located off the kitchen. The staircase leads to the second-floor landing and hall, which allows access to the five bedrooms and one bath located on that level.

The house has undergone a few alterations, most of which were not elective. For example, the kitchen is thought to have caught fire sometime in the 1970s and extensive renovations were necessary. The house also experienced some vandalism and some of the stained-glass windows were in need of repair. Although the house is capable of gas heating, the current owners have chosen to utilize a central boiler outdoor furnace to heat the home, which is akin to what would have been contemporary at the time of the house's construction.

Despite these changes, the house retains most of its original interior features. The floors throughout most of the house are the original eastern white pine with some areas using heart pine instead. The staircase, second floor hallway, and some of the bedrooms have been carpeted. The original doors, door surrounds, chair rail moldings, and baseboards have all been painted white. Doorways throughout the house retain their original fixtures and feature the same ornamental rosette mouldings found on the exterior of the front door. In the dining room, there is an original, cast-iron radiator food warmer.

Interior features of particular note are the home's seven fireplaces located throughout. Each fireplace was designed with a different color scheme and each one features hand-painted hearth tiles that are unique to the individual fireplace and its mantel. Most of the mantels are comprised of shelves and brackets with various foliated designs, however several of them feature a mirrored overmantel. The second-story bays created by the polygonal bay provide the master bedroom with a seating area that is separated from the rest of the bedroom by a white, wood trim entryway, complete with rosette moulding blocks and spindlework moulding that run the length of its entrance. The house has a full basement with compact dirt floors and there is evidence of a fireplace that would have been situated underneath the kitchen and another fireplace is evident in the larger area under the first-floor study. There is also evidence that some a work brace has been installed on the basement architecture by past owners in order to support and level the main floor. Restoration work to ensure the continued preservation of the home is probably warranted.

Integrity Statement

The S.J. and Ollie Odell Durham House retains a high level of material integrity and ranks high on the evaluation of its integrity of design, setting, workmanship, materials, feeling, association,

and location. The building is located on its original site and has not been moved since its construction in 1896. In addition, the setting remains intact in terms of its proximity to the Osage Mill and downtown Bessemer City, despite the construction of multifamily residential dwellings near the property. The home also retains a high level of integrity in its design, materials, and workmanship. The house possesses characteristic features of the free classic, Queen Anne style, including its irregular, multi-gabled form, classic Doric front porch columns, its projected, two-story polygonal bay, and stained-glass windows. Not only is the exterior still largely intact, but so too are the interior materials, including radiator food warmer, beaded spindlework, bespoke accordion door, white pine and heart pine floors, fireplaces, doors, and trim. Overall, the home, despite no longer having an association with the Durham family, has a strong feeling of the late nineteenth century and the Queen Anne style.

Statement of Significance

The home is associated with the Durham family who moved in the prominent social circles of the day. The family named the home “Mt. Calm”, and it was known as the finest house in Bessemer City. It was also known most well-equipped house in town. The home had the first telephone and indoor toilets in town, as well as radiators for steam heat. In 1913, funds for the local school ran out and the school closed. The family offered the house’s basement billiard room for the 1913-1914 school year to serve as a school for the students so they would still be able to graduate on schedule.¹ It has known many roles over the years including community event center, temporary school, and host of various event and celebrations.

The S.J. and Ollie Odell House is locally significant within Bessemer City and Gaston County, North Carolina under Criterion B, as it is the seat of prominent family who influenced not only Bessemer City and Gaston County, but also on the state and national level. Built in 1896, the home is also an excellent example of free classic Queen Anne Style architecture that is set apart from its contemporaries by its use of clean, Doric columns and understated two-story bay on the exterior instead of the more common spindlework balusters and prominent towers seen in the area. Overall, the house reflects the wealth and prosperity that was so prevalent in Gaston County at the turn of the 20th century.

Historical Background Narrative and Architectural Context

Early Gaston County and Bessemer City

During the 1700s, land-seeking Europeans, drawn by the region’s ample natural resources, began to settle in what is now modern-day Bessemer City in Gaston County. Many of the settlers arrived with land grants from King George II or migrated from other colonies, such as Maryland and Pennsylvania. In 1754, early settler James Ormand settled in the Bessemer City area with a king’s land grant and soon established the Ormand Mining Company to produce ore. Since iron ore and gold could be easily extracted from the earth, mining quickly became one of Bessemer City’s most profitable industries. Soon after, in 1754, John Fulenwider moved to nearby High Shoals from Switzerland and created the High Shoals Iron Works. The area soon earned a

¹ “Mount Calm Was City’s Finest Residence”, *Bessemer City Record*, August 12, 1981, p.6.

reputation for its high-quality iron and the High Shoals Iron Works even produced iron used to manufacture weapons for the American Revolution. When Fulenwider died in 1826, he owned over 20,000 acres in the Bessemer City area.²

Iron ore continued to be mined in the area for decades and there were several iron furnaces in operation during that time. Before there were railroads, a horse-powered tramway carried the ore to Fulenwider's ironworks and what is today known as Bessemer City was a stop along that tramway called Wooten Station. Wooten's General Store and the area that would later be known as Whetstone Mountain were located nearby. Many guests would disembark at this stop to travel on to All Healing Springs Hotel at nearby Crowder's Mountain. Because of this connection, the first post office to serve the Bessemer City area was named Crowders Mountain Post Office. In 1871, the Richmond and Danville Railroad Company began extending the tracks to Wooten Station with the intention of continuing on to Cleveland County. Once the workers reached Whetstone Mountain, it took them a year to dig through the mountain using mules, picks, and shovels and the accomplishment was considered an engineering feat of its time.³

In 1891, Reidsville tobacco manufacturer John Askew Smith moved to the area with his wife Fannie and brother-in-law John A. Pinchback. Wishing to establish a mining and resort town to the east of Whetstone Mountain, Smith purchased 1,700 acres of land and employed surveyor W.R. Richardson lay out the town's streets, avenues, and three public parks. During this process, Smith named the town Bessemer City, named after Sir Henry Bessemer and the Bessemer Process. The Bessemer Process was used to mass-produce steel from iron ore.⁴ The town was officially incorporated on March 6, 1893, with only seventy residents; however, the population would quickly increase.⁵ In 1896, Smith, dreaming of turning Bessemer City into a resort town, completed construction of his luxurious 50-room home and named it Long View, also known as the Mountain View Hotel. The year prior, Smith and Pinchback had begun construction on a proposed cotton mill, however, due to overspending and avenues for purchasing machinery, the venture failed before the factory building had even been completed. Unfortunately, by 1912, his dream of a resort town had also failed, and the hotel was dismantled.⁶

Though an unfortunate turn of events for Smith and Pinchback, this did not mark the end of textile manufacturing for Bessemer City. Backed by his father-in-law John M. Odell and the Odell Manufacturing Company, Stonewall Jackson Durham purchased the partially completed factory building at a public bankruptcy auction in late 1895. By 1896, building had been completed with a new steam power plant and it was christened Southern Cotton Mills. The mill was sold several times over the next twenty years and existed under several monikers, including Osage Manufacturing in 1909, Huss Manufacturing in 1913, and Reeves Brothers in 1928.⁷ In

² Charlotte Crawford, et. al., *Centennial 1893-1993: Bessemer City, North Carolina*

³ Rita Wehunt-Black, *Gaston County, North Carolina: A Brief History*, p.53-54

⁴ *Ibid.*, p.55

⁵ Charlotte Crawford, et. al., *Centennial 1893-1993: Bessemer City, North Carolina*

⁶ Robert Ragan, *The Textile Heritage of Gaston County*, p.72-73

⁷ *Ibid.*, p. 73

1994, it closed its doors for good and is now awaiting a new beginning as a residential community with commercial space. It is also in the final stages of historic designation.

Several other mills followed soon after, giving Bessemer City an industrial foundation. The population continued to grow, and the town enjoyed a period of economic growth. However, as time passed, the cotton mill industry began to experience unrest amongst its workers on a national level and Gaston County, having more mills than any other county in the country, was no different. Things came to a head in 1929 with a workers' strike at the Manville-Jenkins Mill, the largest mill in Gastonia, and tensions rose throughout the county as the news spread internationally. A contingent of workers from the American Mill in Bessemer City joined in and helped to sustain the Loray strikers. Ella May Wiggins, a worker at American Mill No. 2, emerged as a strong leader and heroine for the cause. After months of unrest in the county, she was murdered on September 14, 1929. Ella May Wiggins gave her life fighting for white and black workers alike and, even though the strike ultimately failed, new laws were passed in its wake that protect workers, adults and children to this day. She is buried in Bessemer City Memorial Cemetery.⁸

The Durham and Odell Families

The Durham family's history is rooted in North Carolina and its politics. Plato Durham was a former Confederate soldier, state legislator, and Democrat politician during Reconstruction. The Odell family is also deeply rooted in North Carolina commerce and manufacturing. Odell incorporated the Odell Manufacturing Company in Concord, North Carolina, which would become the largest plaid mill in the South. Odell was tied to not only the Durham Manufacturing Company, but also J.M. Odell Manufacturing Company at Bynum, the Salisbury Cotton Mills, the Pearl Cotton Mills in Durham, the Southern Cotton Mills in Bessemer City, the Cannon Manufacturing Company, Magnolia Mills, and Kerr Bag Manufacturing, as well as serving as president of the Concord National Bank and the Concord Electric Light Company.⁹

S.J. and Ollie Odell Durham

Stonewall Jackson Durham was born on November 23, 1871, in Cleveland County, North Carolina to Plato Durham and Catherine Leonora Tracy Dixon. S.J. was educated at Horner's Military School at Oxford and later attended Trinity College, now known as Duke University, where he would develop the debate and oratorical skills that would serve him well in his career to come. While there, he won a medal for oratory, and won another in a competition with representatives from Davidson, Wake Forest, and UNC Chapel Hill. After graduation, he studied law and was afterward admitted to the North Carolina State Bar. His law practice was situated in Dallas, the county seat of Gaston County at that time. He left his practice for the organization and direction of three of Bessemer City's earliest mills, but eventually returned to practice law in

⁸ Robert Ragan, *The Historic of Gastonia and Gaston County, North Carolina: A Vision of America at Its Best*, p. 418-422.

⁹ Allen W. Trelease, *Dictionary of North Carolina Biography*

Gastonia after it had become the new county seat in 1911. S.J. continued to practice law until 1946 and his law office was located in the Realty Building on Main Street in Gastonia.¹⁰

S.J. married Olivia “Ollie” Makepeace Odell, daughter of cotton industry magnate John M. Odell. His rise to prominence was enhanced by his own family’s influence in the Shelby area, as well as from that of his wife’s family, setting the stage for a prolific career. The Durhams had two sons, John Odell Durham and Plato Tracy Durham, who grew up at Mount Calm. John O. (1895-1966) married Helen Torrence (1903 – 1991) and Plato T. (1898-1976) married Ethelda Armstrong (1899-1968). Both families lived in Gastonia after marrying.¹¹

S.J. Durham was involved with three out of the four first cotton mills in Bessemer City. In addition to Southern Cotton Mills, he and two other businessmen incorporated Whetstone Cotton Mills in 1903 and Durham served as its first president. Financial difficulties lead to it being sold to Huss Manufacturing in 1908 and the mill changed hands several more times over the years, including those of the prominent Jewish family, the Goldbergs. Durham chartered and served as general manager of a third mill in 1905 known as the Vermont Mill, which would be sold and reorganized at the same time as Southern Cotton Mills and Whetstone Cotton Mills.¹²

Durham’s time in cotton manufacturing was short-lived, however, he went on to have a long career in local politics and public speaking, as well as being active in various social and economic endeavors. In 1903, he represented Gaston County in the North Carolina Senate and also served as a federal district attorney for the Western District of North Carolina from 1920-1921 under Woodrow Wilson and brought many cases to the U.S. Supreme Court. He served on the Gaston County Board of Commissioners as well as the Gaston County Board of Education. He was a practicing attorney in Gaston County until 1946. In addition to his political career, Durham also used his reputation and oratory skills to become involved in other events such as making a speech when the Cleveland County courthouse cornerstone was laid in 1907 and introducing two different North Carolina governors on separate occasions; Robert Glenn at the Dallas courthouse in 1908 and Governor Locke Craig at a Confederate Memorial Day celebration in 1913.¹³

His interests also included other civic and religious activities such as the Freemasons and speaking at the 1916 District Conference of the Methodist Episcopal Church. Durham was elected chairman of a committee to draft the charter for the Gastonia Chamber of Commerce and was an organizing member of the Gaston County Bar Association. He was a Shriner, a charter member of the Whetstone Lodge AF & AM, and a frequent contributor to the Gastonia Gazette’s editorial page. S.J. and Ollie were both very active in their local church and went on to donate

¹⁰ Ancestry.com, *North Carolina, U.S., Death Certificates, 1909-1976*; “Stonewall J. Durham,” *Gastonia Gazette*, November 11, 1950, p. 3; “Durham, S.J. oratorical contest winner,” *Charlotte Democrat*, July 8, 1892.

¹¹ “Death of Capt. J.M. Odell,” *The Concord Daily Tribune*, p.7; “Capt. J.M. Odell Answers the Call,” *The Charlotte News*, p. 10; “Death Claims Mrs. Durham,” *The Gastonia Gazette*, February 1, 1955, p. 6.

¹² Robert Ragan, *The Textile Heritage of Gaston County, North Carolina*, p. 114-115; Robert Ragan, *The History of Gastonia and Gaston County, North Carolina: A Vision of America at its Best*, p. 49.

¹³ North Carolina Department of the Secretary of State, *North Carolina Government 1585-1979: A Narrative and Statistical History*, p. 481; *The Bicentennial Celebration of the United States*, a listing of United States Attorneys from 1789-1994; Obituary of Stonewall Jackson Durham, *Charlotte Observer*, November 15, 1950, p. 18.

land for an educational building annex to a Bessemer City church. The church was renamed J.M. Odell Memorial Methodist and is now known as First United Methodist Church.¹⁴

Ownership After the Durham Family

The house has changed ownership remarkably few times in the past century. After Ollie's death in 1955, John O. and Plato T. Durham sold the property to Alma Lindeke. Alma owned the house until 1999, when she sold it to Glenda and Kenneth Lamar. Glenda Lamar is the current owner.¹⁵

Architectural Context

The American Queen Anne style is a type of Victorian subset and was popular in the latter part of the 19th century (1880-1910). It is commonly identified by an irregularly shaped, steeply pitched roof and typically has a prominent, front-facing gable. Bay windows and other features are used to avoid a smooth-appearing walls. The façade of the home is usually asymmetrical with a full or partial porch that extends along the side walls. Queen Anne structures are divided into two subtypes: characteristic variations in their shape or distinctive patterns in their decorative details. Shape can be further divided into the following four subtypes: hipped roof with lower cross gables, cross-gabled roof, front-gabled roof, or townhouse. Decorative details are also divided into four subtypes: spindlework, free classic, half-timbered, and patterned masonry, with free classic becoming widespread during the 1890s. The free classic subtype focuses on classically inspired details such as columns on the front porch. Queen Anne homes use the walls themselves as decorative elements by either avoiding flat walls through the use of bays, towers, overhangs, etc., or using a variety of materials with differing textures when constructing the walls.¹⁶

The Queen Anne style of architecture, like most other Victorian style structures, was inspired by Medieval architecture. After nearly two hundred years of building classically influenced structures like Greek revival, in the late 19th century, English architects began to look toward the Medieval period for new ideas. These architects, led by Richard Norman Shaw, gave the style its name despite the structures they used for inspiration having little to do with Queen Anne herself or the Renaissance style architecture that was popular during her reign. In truth, these men borrowed most heavily from the late Medieval-inspired architecture from the Elizabethan and Jacobean eras. The English Queen Anne movement quickly followed by the American Queen Anne movement and this style could be seen both with and without classical detailing and was the dominant style from 1880 until roughly 1900. The half-timbered and patterned masonry decorative subtypes are the most closely related to Shaw and his colleagues, while spindlework and free classic are American interpretations. Despite becoming less popular after the turn of the century, it was still prominent up until 1910. Interestingly, the style is less common in the

¹⁴ "Death Claims Mrs. Durham," *The Gastonia Gazette*, February 1, 1955, p. 6.; "Locals Masons at Dallas Saturday," *The Lincoln County News*, July 28, 1919, p. 3; "Met at St. Paul's," *Gastonia Gazette*, July 28, 1916, p. 1; Joseph H. Separk, *Gastonia and Gaston County, North Carolina, 1846-1949*, p. 119 and p. 135.; Interview with Glenda Lamar by Lucy Penegar, September 14, 2021.

¹⁵ Gaston County Register of Deeds, further documented on p. 10 of this document.

¹⁶ Virginia McAlester, *A Field Guide to American Houses*, p.263-264 and p.268.

northeastern states than it is in the rest of the country. In that region, unless it is in a resort area, the detailing is more restrained and is more likely to be relegated to the masonry. However, in the western and southern states, Queen Anne structures are much more common with typically much more elaborate detail, especially in California and the New South.¹⁷

There are a number of other Queen Anne style homes in Bessemer City, however, the Stonewall Durham house is unique in its simplicity and reserved detailing, as southern Queen Anne style homes are typically much more lavish in their detail work. Other notable Queen Anne style homes include 306 West Washington Avenue, 310 West Virginia Avenue, 407 West Virginia Avenue, and 402 West Virginia Avenue. Although Bessemer City has its own National Register Historic District, the structures contributing to that district are commercial or industrial and no residential structures have been designated. Additionally, the Stonewall Durham house will be first home to be a locally designated landmark in the Bessemer City area. Overall, the Stonewall Durham House is an excellent example of the free classic, Queen Anne style and remains largely intact. The house is one of the most unique examples of the style in Bessemer City.

¹⁷ Ibid., p.266-268

Deed Reference

1. House built by Stonewall Jackson Durham in 1896.
 - Richardson Map, Plat Book 1, p. 75.
2. 9 ft. wide strip from Ormand Mining bought by Mrs. Ollie O. Durham on June 16, 1924.
 - Gaston County Deed Book 194, p. 81.
3. S.J. Durham died on November 10, 1950, and the house was willed to Ollie O. Durham.
4. The house was willed to John O. Durham, Plato T. Durham, sole heirs of Ollie O. Durham, on February 4, 1955.
 - Gaston County Will Book 8, p. 295.
5. John O. and Helen T. Durham and Plato and Ethelda Durham sold the property to Mrs. Alma C. Lindeke on September 28, 1955.
 - Gaston County Deed Book 656, p. 639-641.
6. Mrs. Alma C. Lindeke sold the property to Glenda M. Lamar and Husband Kenneth A. Lamar on December 22, 1990.
 - Gaston County Deed Book 3031, p. 26-29.
7. Kenneth A. Lamar and Glenda M. Lamar to Glenda M. Lamar on June 14, 2017.
 - Gaston County Deed Book 4917, p. 100-102.

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8/16/22, 10:57 AM

Print Map and Report



121321 02/16/2014

Primary Property Address223 W ALABAMA AVE BESSEMER CITY, NC
28016**Tax Information**

PARCEL #: 121321
PIN #: 3516751843
CURRENT OWNERS: LAMAR GLENDA MARINEY
MAILING ADDRESS: 223 W ALABAMA AVE ,
 BESSEMER CITY, NC 28016-2556
NBHD #: BC012
NBHD NAME: WHISKEY MILL AREA
TOWNSHIP: CROWDERS MTN TOWNSHIP
LEGAL DESC: BESSEMER CITY BLK 115 L 1-
 10,39-48 02 013 009 00 000

Tax Information

DEED BOOK: 4917 **PAGE:** 0100
DEED RECORDING DATE: 6/14/2017
SALES AMOUNT: \$0
PLAT BOOK: 001 **PAGE:** 075
STRUCTURE TYPE: CONVENTIONAL
YEAR BUILT: 1896
SQUARE FOOTAGE: 3641
VACANT: IMPROVED
BASEMENT: NO
BED: 4 **BATH:** 2 **HALF-BATH:**
MULTI-STRUCTURES: NO
ACREAGE: 1.91
TAX DISTRICT: BESSEMER CITY
VOLUNTARY AG DISTRICT: NO
PROPERTY USE: COMMERCIAL

Tax Values

MARKET LAND VALUE: \$55,240
MARKET IMPR. VALUE: \$79,880
MARKET VALUE: \$135,120
FARM DISCOUNT: NO
EXEMPTION: NO
TAXABLE VALUE: \$135,120

Election Information

PRECINCT NAME: BESSEMER CITY II
POLLING PLACE: ALLAN FARRIS
 COMMUNITY CENTER
POLLING ADDRESS: 220 S FOURTEENTH ST
WARD #: 3
CONGRESS REPRESENTATIVE: PATRICK
 MCHENRY
CONGRESSIONAL DISTRICT: 10
HOUSE REPRESENTATIVE: KELLY E.
 HASTINGS
HOUSE DISTRICT: 110
SENATOR: KATHY HARRINGTON
SENATE DISTRICT: 43

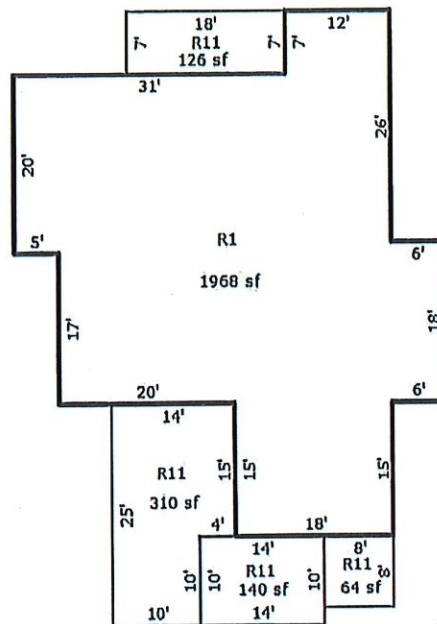
Parcel Information

CITY LIMITS: BESSEMER CITY
ETJ: NOT IN ETJ
POLICE DISTRICT: BESSEMER CITY
FIRE DISTRICT: BESSEMER CITY
FLOOD:
LOCAL WATERSHED: CROWDERS CREEK
CENSUS TRACT: 316

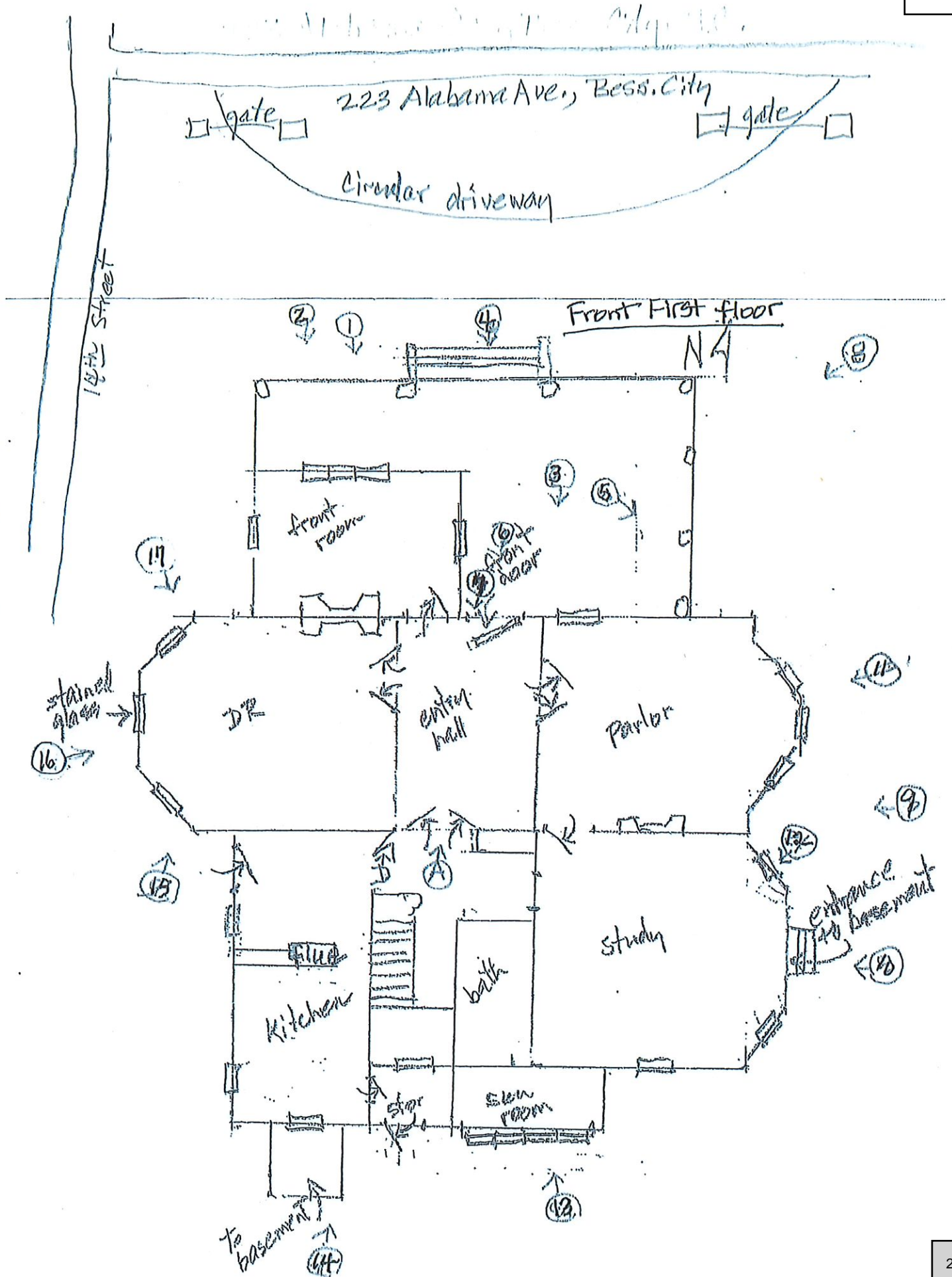
Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2019. - Document created for printing on 8/16/2022

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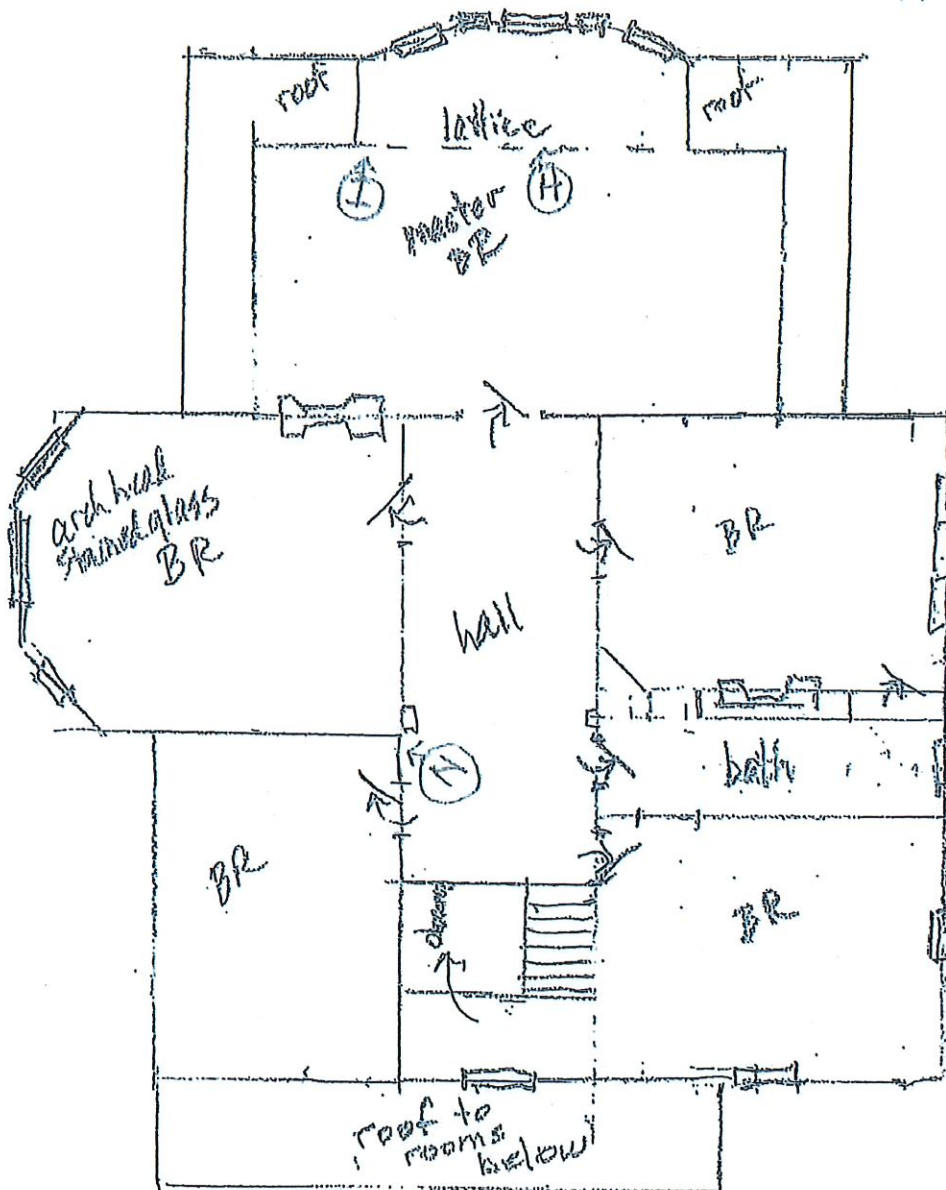


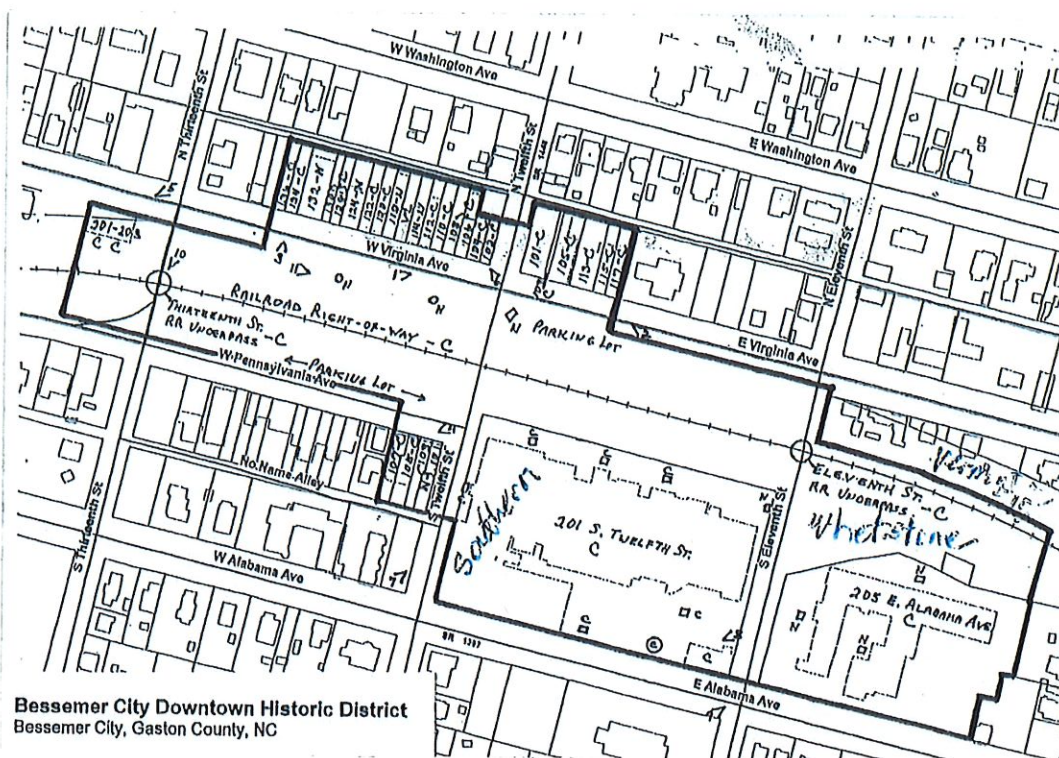
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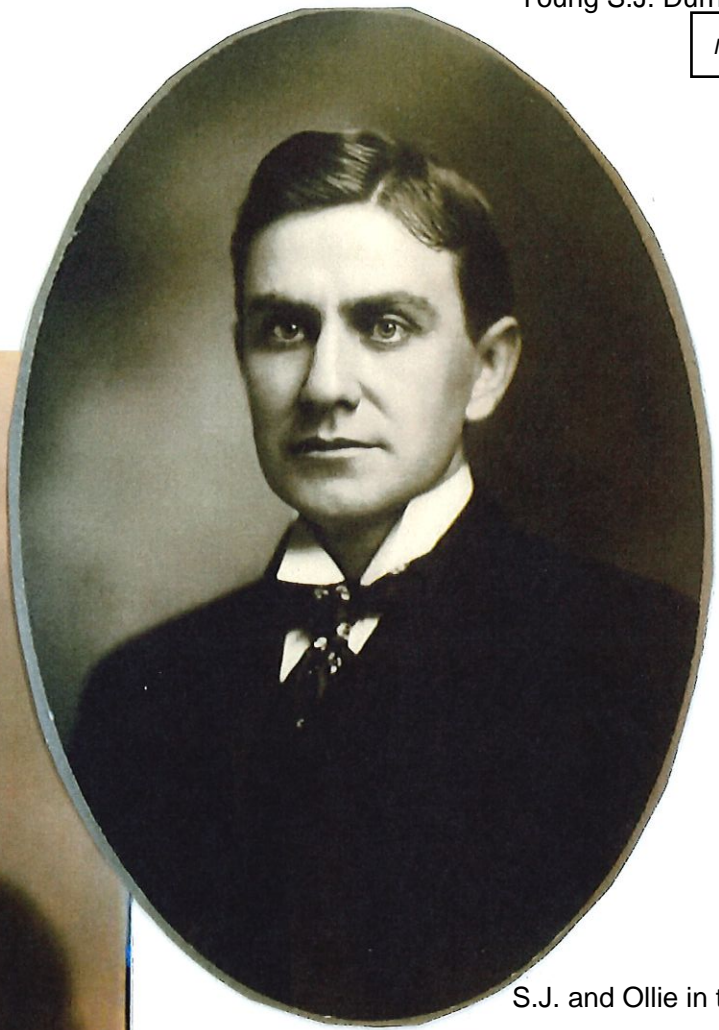
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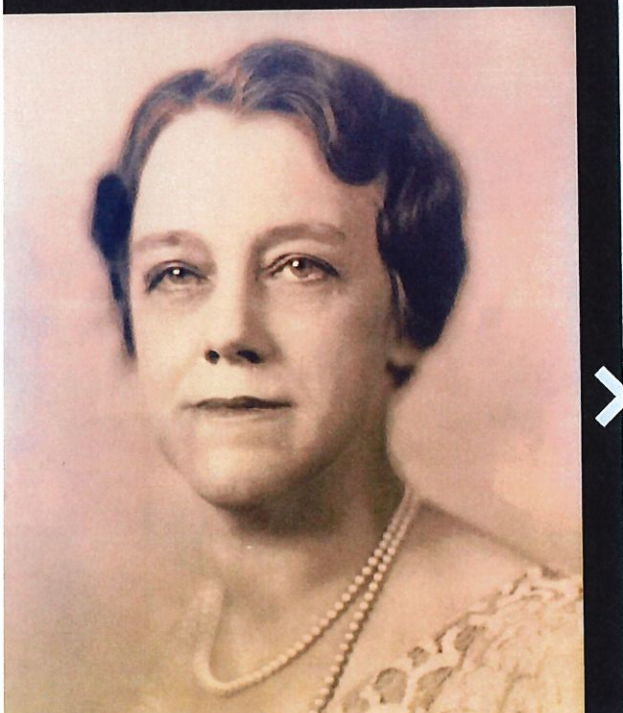




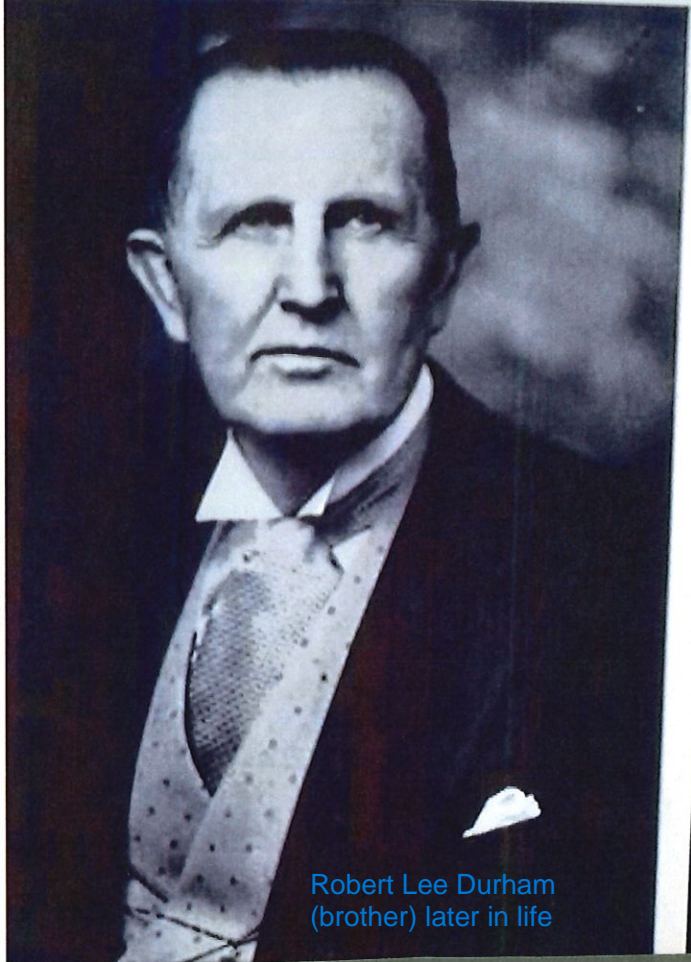
S.J. Durham later in life



S.J. and Ollie in the home



Ollie O. Durham



Robert Lee Durham
(brother) later in life



Young Robert
Lee Durham
(brother)

Photo added by [DAS333](#)

Robert Lee Durham

BIRTH 20 May 1870
Shelby, Cleveland County, North Carolina,
USA

DEATH 1 Jan 1949 (aged 78)
Buena Vista, Buena Vista City, Virginia, USA

BURIAL [Sunset Cemetery](#)
Shelby, Cleveland County, North Carolina,
USA

MEMORIAL ID 38265510 · [View Source](#)

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SAVE TO

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Plato Tracy Durham (S.J.'s brother)

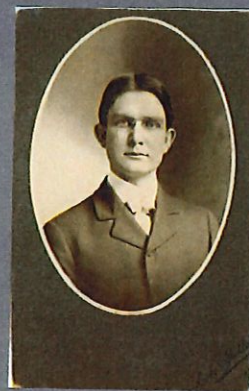


Photo added by [DAS333](#)

Plato Tracy Durham

BIRTH 10 Sep 1873
Shelby, Cleveland County, North Car-
olina, USA

DEATH 10 Feb 1930 (aged 56)
Atlanta, DeKalb County, Georgia, USA

BURIAL [Fairview Cemetery](#)
Warrenton, Warren County, North Car-
olina, USA

MEMORIAL ID 45250357 · [View Source](#)



Plato Durham
(S.J.'s son)

Photo added by [DAS333](#)

LCDR Plato Durham

BIRTH 1 Dec 1898

DEATH 18 Oct 1976 (aged 77)

BURIAL [Oakwood Cemetery](#)
Gastonia, Gaston County, North Carolina,
USA

MEMORIAL ID 84382464 · [View Source](#)

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Exhibit #1

Exhibit #4

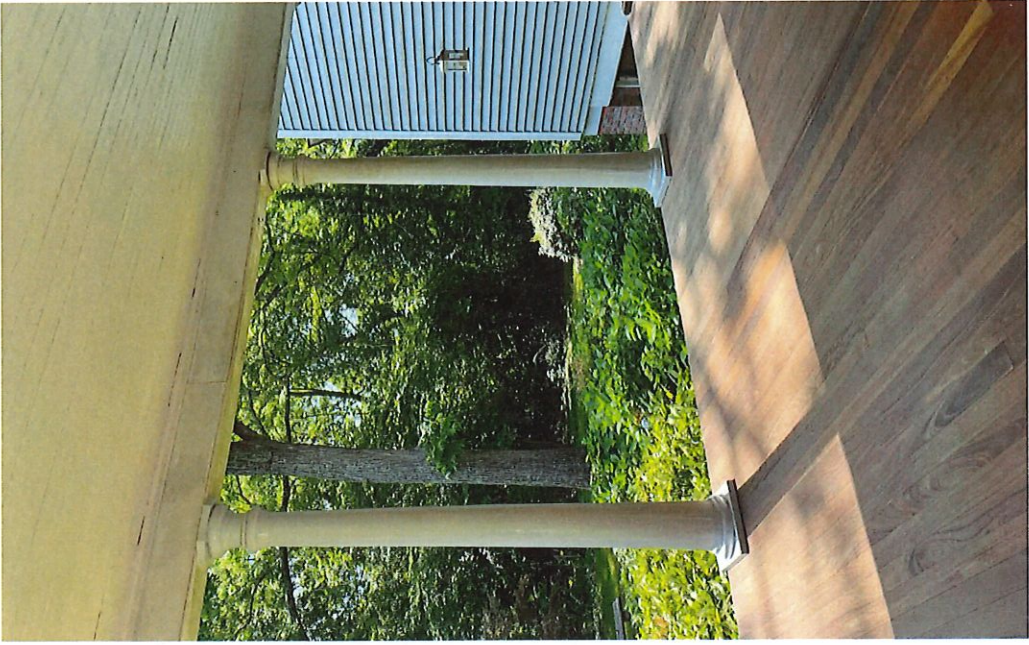
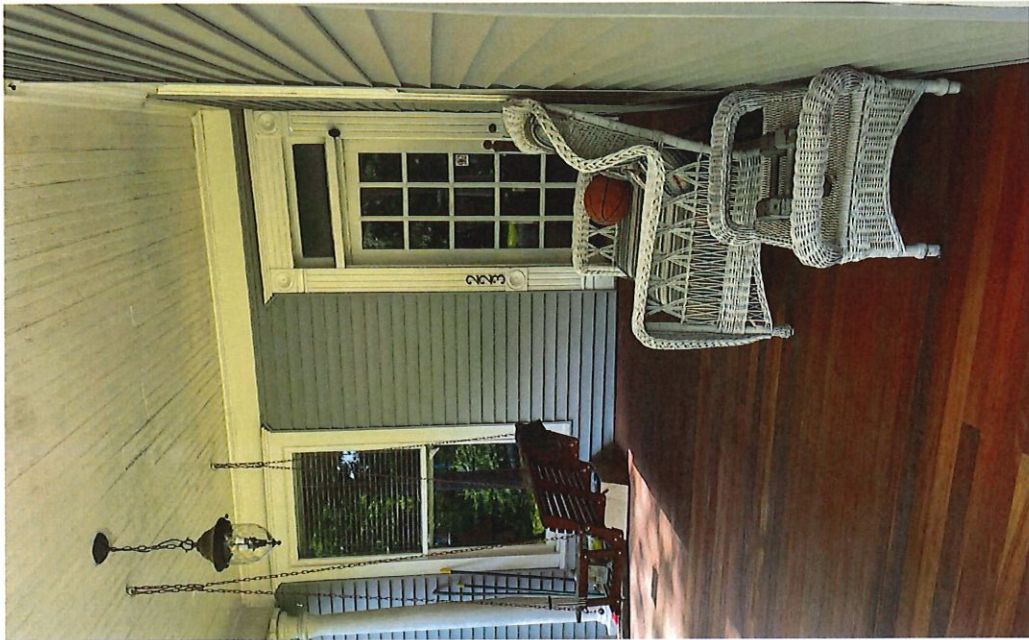


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Exhibit #2



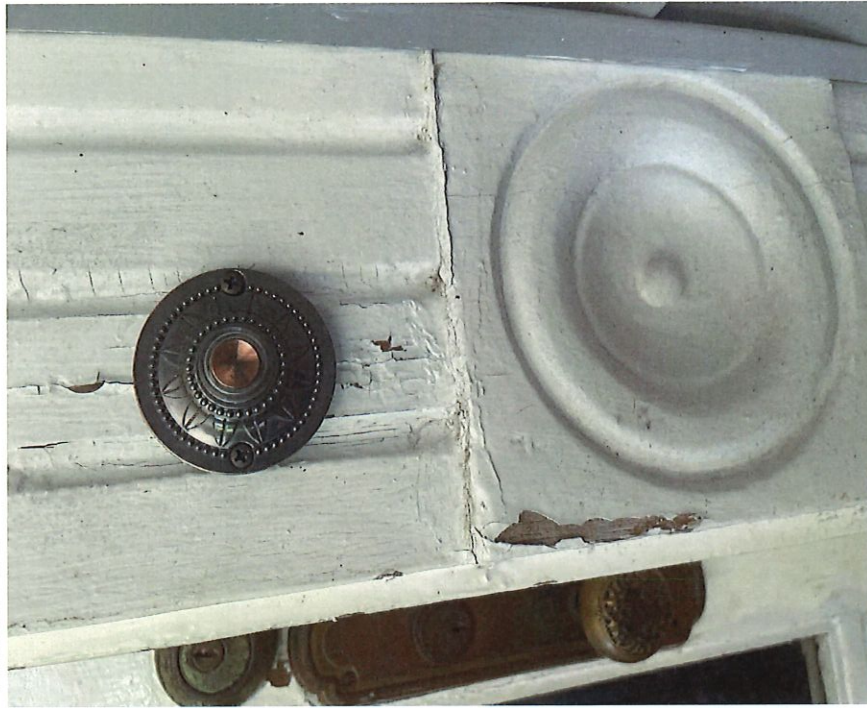


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Exhibit #5

Exhibit #8



Exhibit #7



Exhibit #11

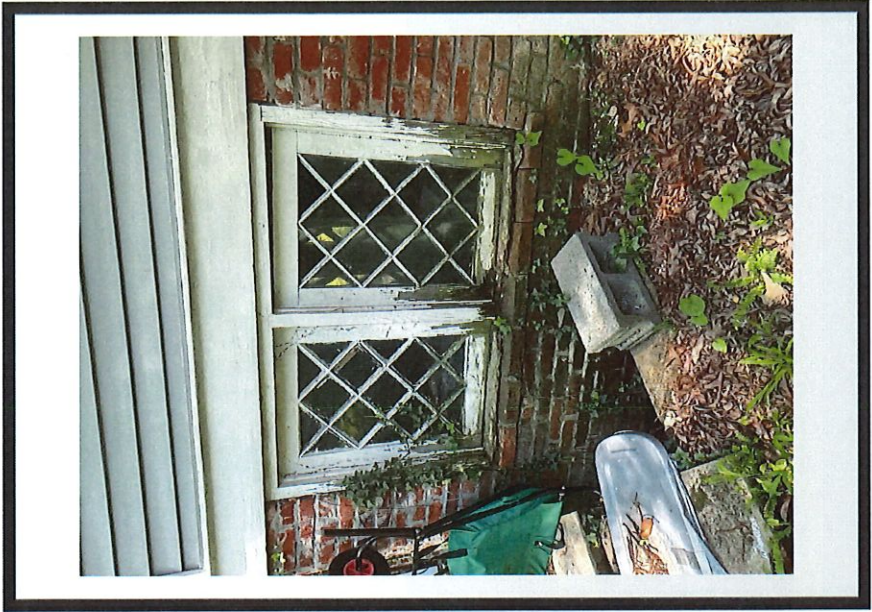


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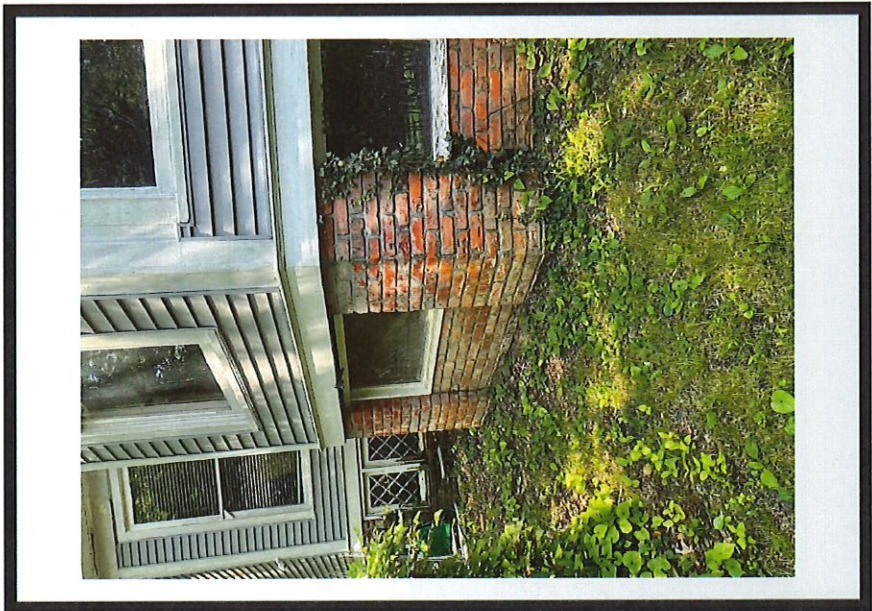
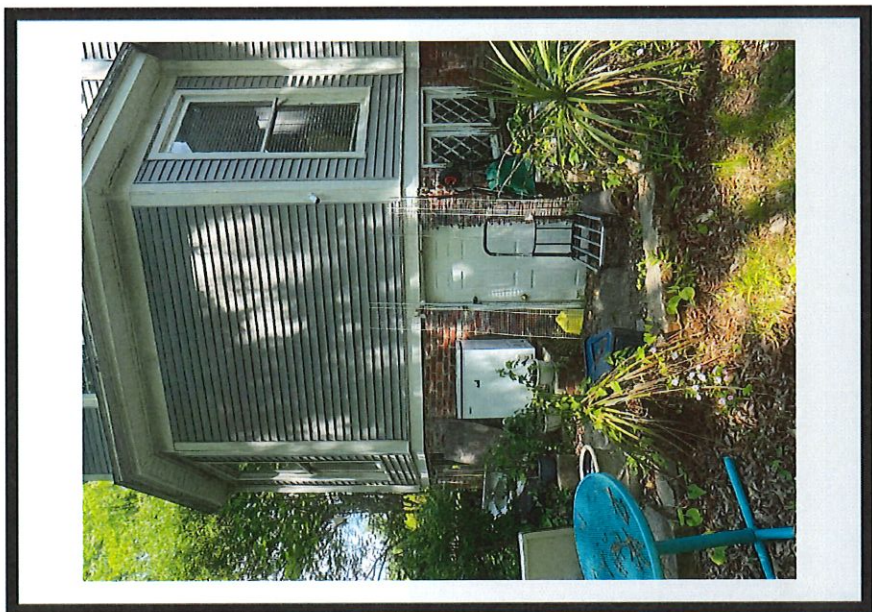


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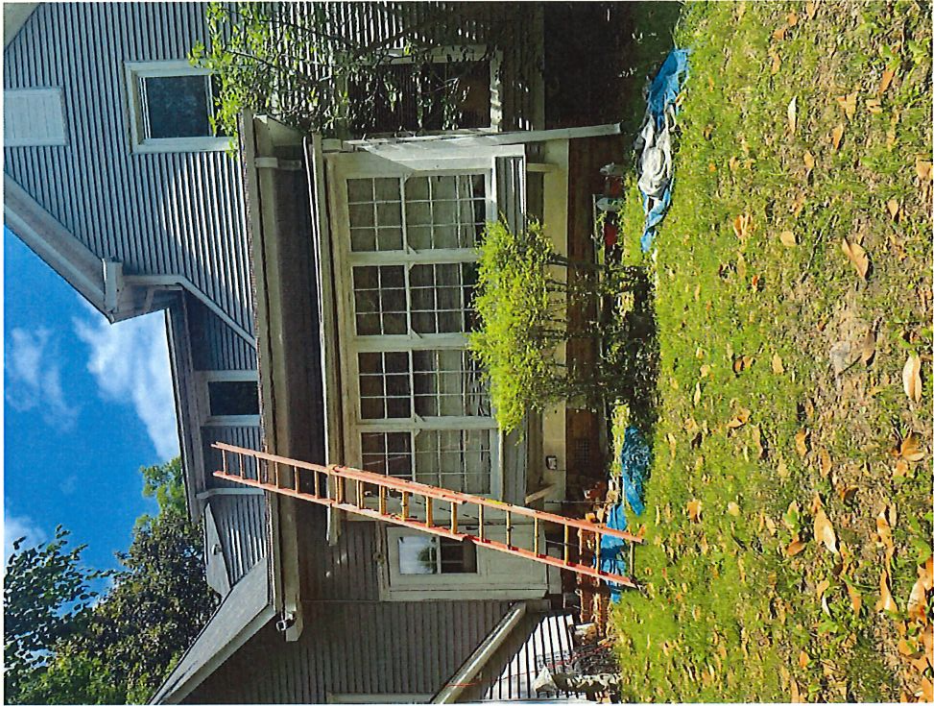


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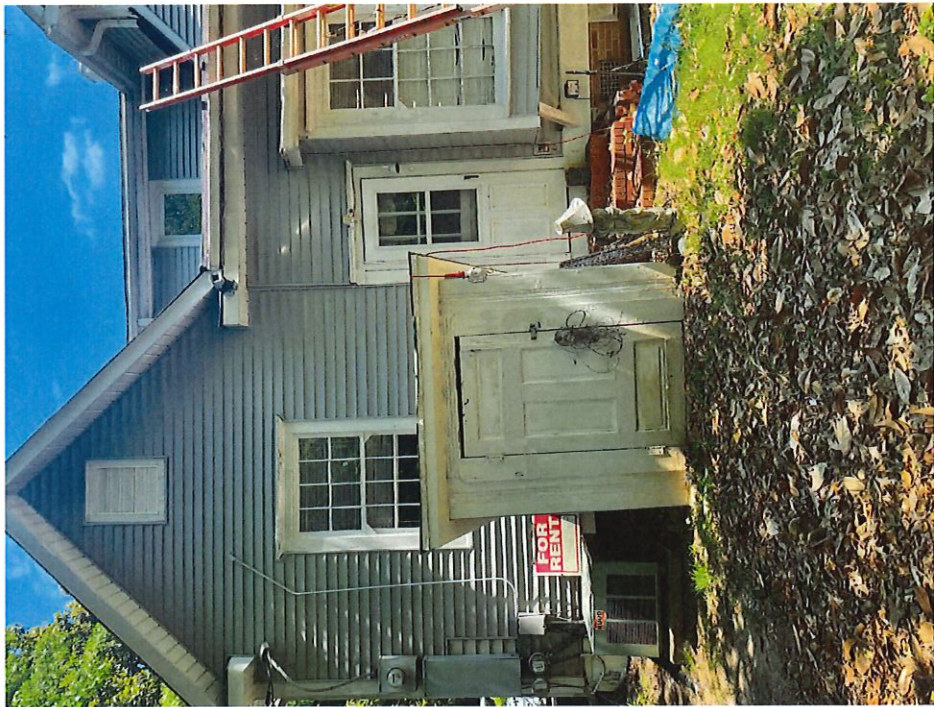


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Exhibit #15



Exhibit #14



Exhibit #16

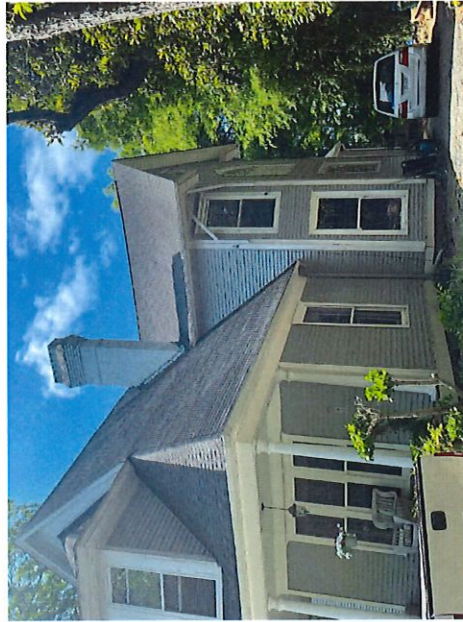


Exhibit A



Interior

Exhibit B

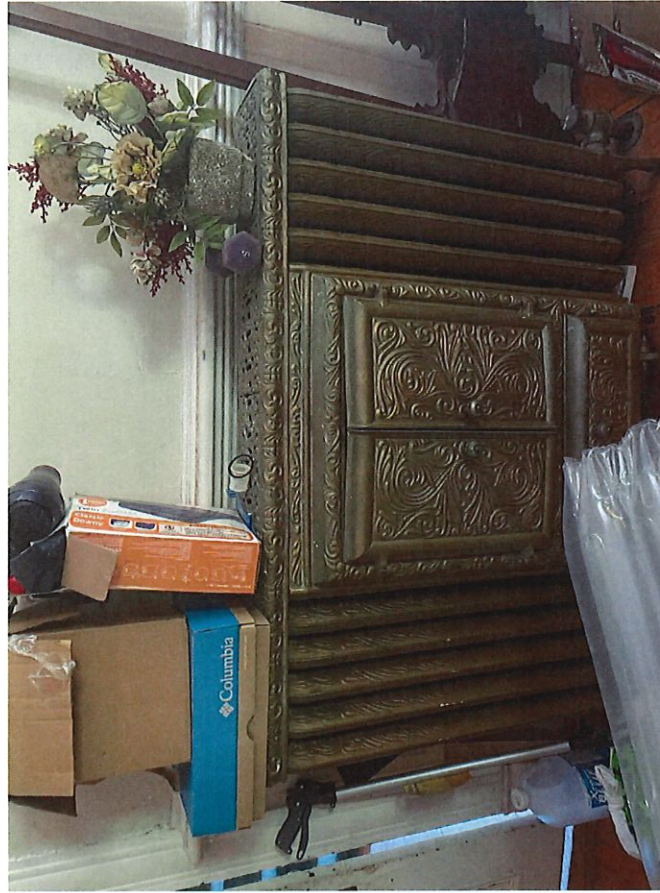


Exhibit D



Exhibit C



Exhibit G



Exhibit F

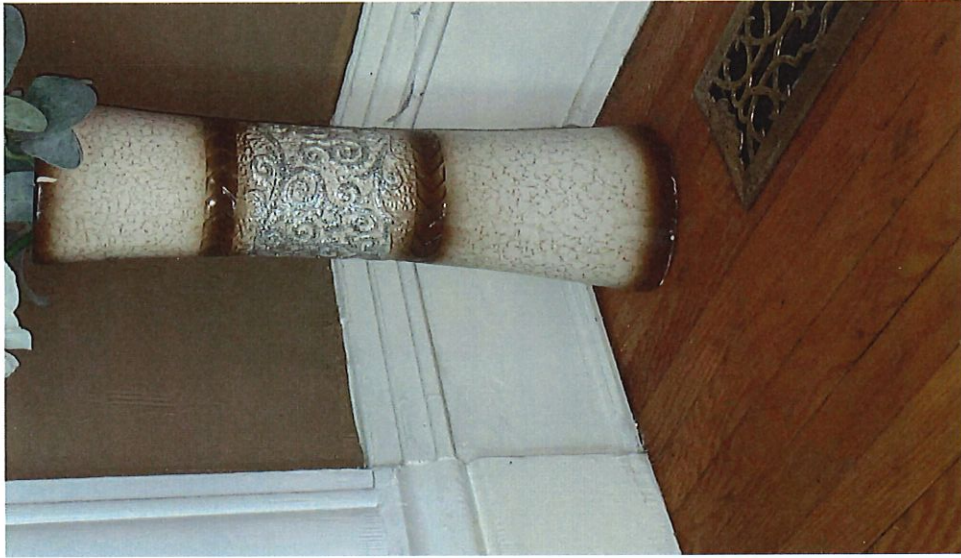


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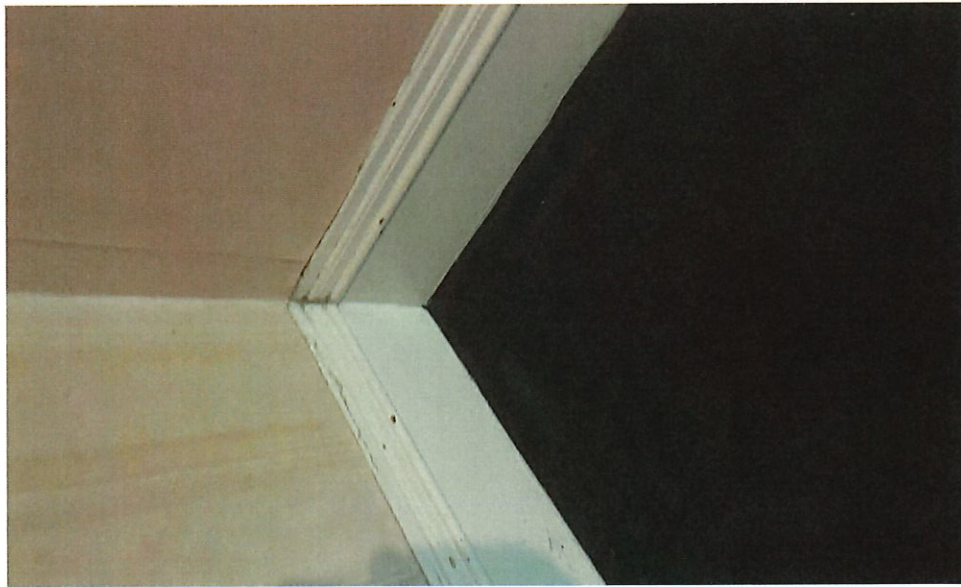


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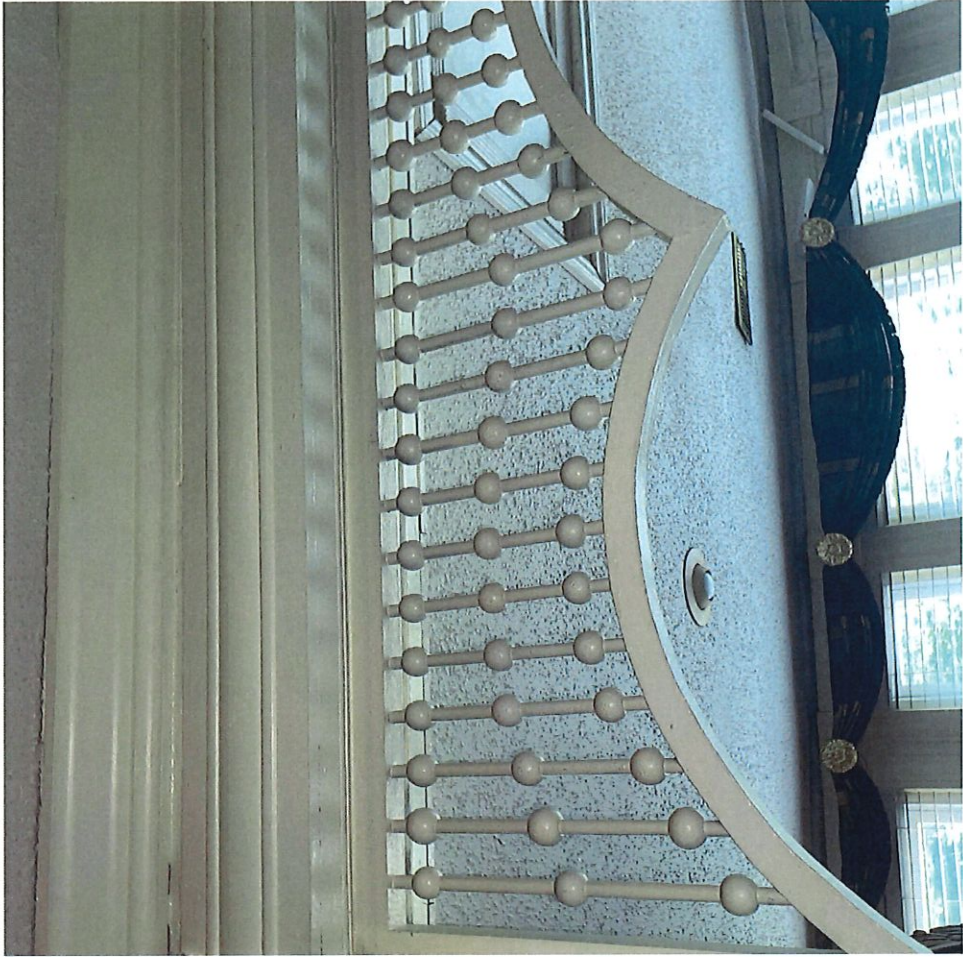


Exhibit H



Exhibit L



Exhibit K



Exhibit J



Exhibit N



Item 7.

Exhibit M



Exhibit P



Exhibit O



2nd Floor, East Bedroom

Exhibit R



Exhibit Q



2nd Floor, Master Bedroom

Exhibit S

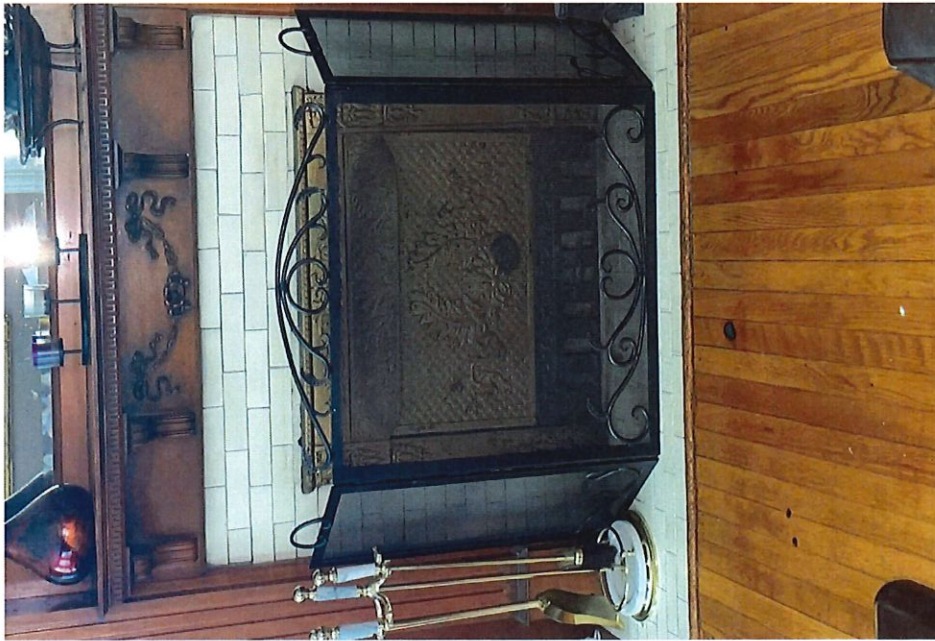


Exhibit T



1st Floor, Music Room

Exhibit U



1st Floor, Living Room

Exhibit V



1st Floor, Dining Room

Exhibit W



2nd Floor, West Bedroom

Exhibit X



Exhibit Y



1st Floor, Library

Exhibit Z2

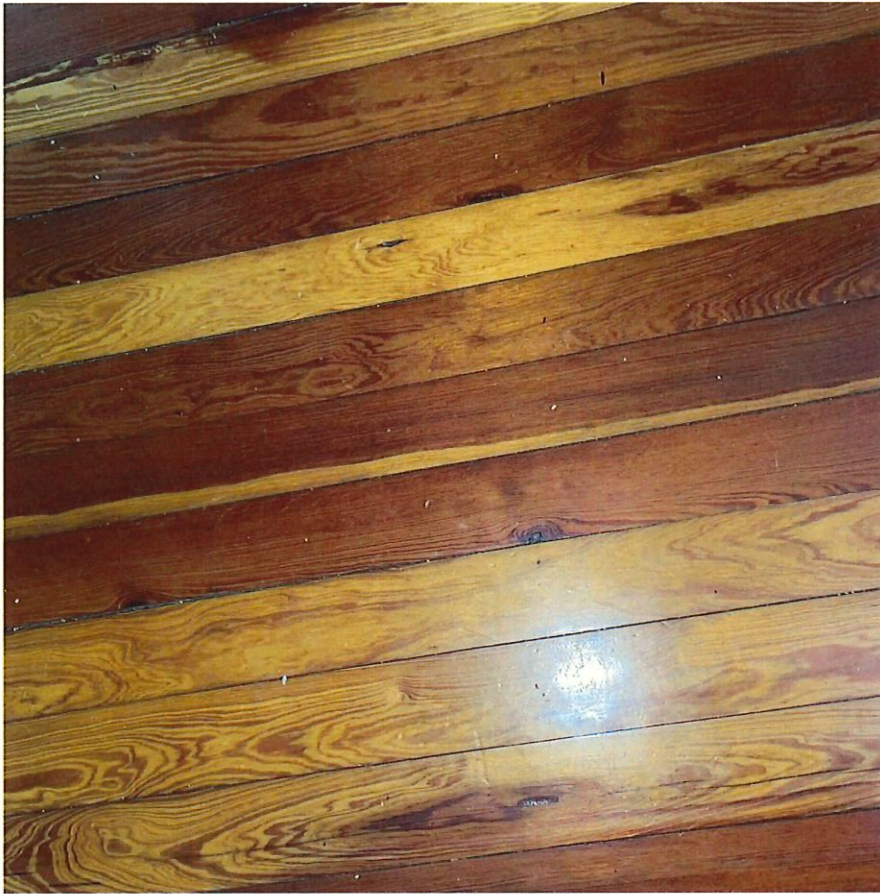
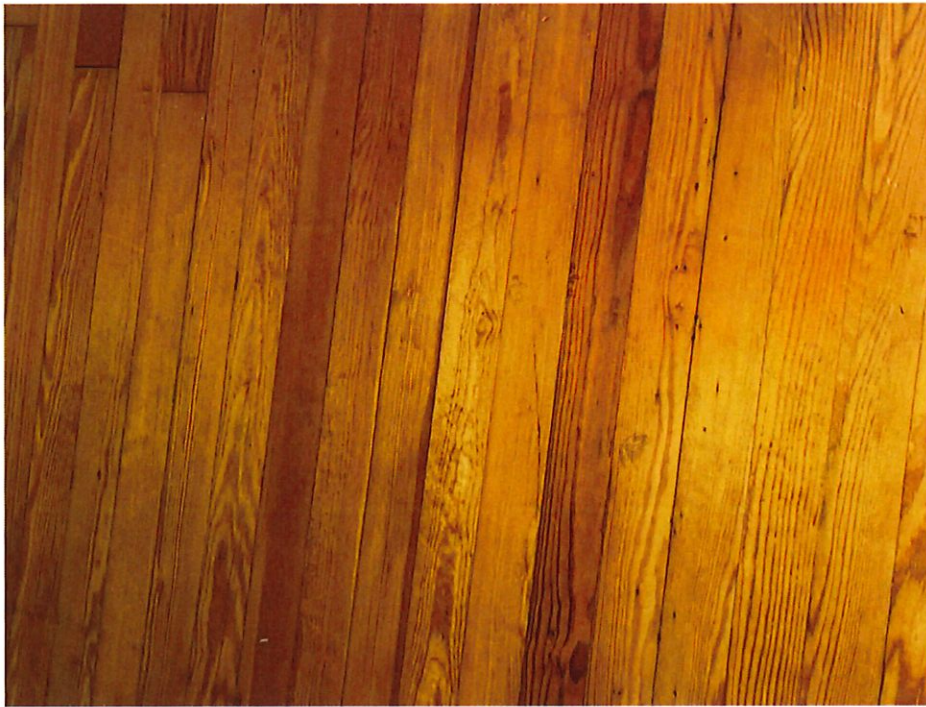
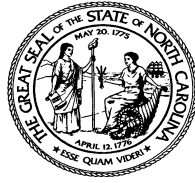


Exhibit Z1





**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.

October 23, 2022

Shannon Whittle
Gaston County Museum
Gaston County
131 W. Main St.
Dallas, NC 28034

Via email: Shannon.whittle@gastongov.com

RE: Proposed Designation of the S. J. and Ollie Durham House, 223 West Alabama Ave., Bessemer City, Gaston County.

Dear Ms. Whittle:

Thank you for the report we received on the proposed designation of the S. J. and Ollie Durham House, 223 West Alabama Ave., Bessemer City, Gaston County. We have reviewed the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

According to the report, the S. J. and Ollie Durham House is of local historical importance because its architectural significance and its association with the Durham family.

We shared recommendations with staff to perform minor additions to the report. With these additions, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the Durham House possesses the requisite special local significance and integrity for local historic landmark designation.

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 to 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 the report. Please note, our comments are advisory only and therefore, **non-binding**. Once the governing board has received a recommendation from the Gaston

County Historic Preservation 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 form to our office.

This letter serves as our comments on the proposed designation of the S. J. and Ollie Durham House. Please contact me at Kristi.brantley@ncdcr.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.

Kristi Brantley
Local Preservation Commissions/CLG Coordinator

CC: Commission Chair

Enclosure



**FOR THE HISTORIC PRESERVATION COMMISSION AN ORDINANCE
DESIGNATING THE STONEWALL AND OLLIE DURHAM HOUSE IN BESSEMER
CITY, NORTH CAROLINA AS A HISTORIC PROPERTY**

WHEREAS, all the prerequisites to the adoption of this ordinance prescribed in Part 3C, Article 19, Chapter 160 D of the general statutes of North Carolina have been met; and

WHEREAS, the City of Bessemer City has taken into full consideration all statements and information presented by the Gaston County Historic Preservation Commission as of the 14th of November 2022; and

WHEREAS, the structure known as the Stonewall and Ollie Durham House located at 223 West Alabama Avenue; and

WHEREAS, the Gaston County Historic Preservation Commission has demonstrated the historic significance of the building and property and the North Carolina State Historic Preservation Office has approved the nomination of the Stonewall and Ollie Durham House.

NOW THEREFORE, IT BE RESOLVED by the City of Bessemer City Council:

1. That the Stonewall and Ollie Durham House located at 223 West Alabama Avenue in Bessemer City, North Carolina, Gaston County, and is hereby designated as historic property pursuant to Part 3C, Article 19, Chapter 160D of the General Statutes of North Carolina. The parcel ID number is #121321. The property is located in the City of Bessemer City in Gaston County and the value of the property is \$55,240.00 and the value of the building is \$79,880.00.
2. That said building and property may not be demolished, materially altered, remodeled, or removed until three hundred sixty-five (365) days written notice of the owner's proposed action has been given to the Gaston County Historic Preservation Commission.
3. That nothing in this ordinance shall be construed to prevent ordinary maintenance or repair of any architectural exterior feature in or in the said building or property that does not involve a change in design, material, or other appearance therefore, nor to prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such feature when a building inspector or similar official certifies to the Commission that said action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the property owners from making any use of this property not prohibited by any other statutes, ordinances, or regulations.
4. That a suitable sign shall be posted indicating the said building and property's designation as historic property and containing any other appropriate information. If the owner consents, the sign shall be placed upon the said building or property. If the owner objects, the sign will be placed on a nearby public right of way.

5. That the owner of building and property known as the Osage Mill of City of Bessemer City 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 County Clerk, Gaston County Register of Deeds, Building Inspection Department, and Tax Supervisor as required by law.

Approved this 14th day of November 2022.

Becky S. Smith, Mayor

Attest

Hydeia Y. Hayes, City Clerk

Capital Project Ordinance for the City of Bessemer City Vantine Pump Station and Sewer Replacements

Ordinance Number #COBC-GOVBOD-2022-2023 O 24

BE IT ORDAINED by the City Council of the City of Bessemer City that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project is hereby adopted:

Section 1. The project authorized is the Vantine Pump Station and Sewer Replacements, which, in two (2) elements of work, the first includes replacement of the Vantine sewer pump station and extension of the existing force main to a new discharge point. The second work element includes replacement of sewer lines at various locations in the City.

Section 2. The officers of this unit are hereby directed to proceed with the capital project with acceptance of grant and loan funds, and the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Construction	\$ 1,304,000
Engineering Fees	228,000
Administration	122,000
Loan Closing Fee	37,000
Contingencies	<u>196,000</u>
Total Appropriations	<u>\$ 1,887,000</u>

Section 4. The following revenues are anticipated to be available to complete this project:

Clean Water State Revolving Fund Loan	\$ 1,350,000
Clean Water State Revolving Fund Grant	500,000
Local Funds	<u>37,000</u>
Total Estimated Revenues	<u>\$ 1,887,000</u>

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the loan agency agreements and regulations.

Section 6. The Finance Officer is directed to report on the financial status of the project pursuant to loan agreement.

Section 7. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8. Copies of this Capital Budget Ordinance shall be furnished to the Clerk of the Governing Board and to the Finance Officer for direction in carrying out this project,

Adopted this the _____ of _____, 2022.

Mayor, Becky S. Smith

Hydeia Hayes, City Clerk

CITY OF GASTONIA, NORTH CAROLINA

AND

CITY OF BESSEMER CITY, NORTH CAROLINA

CONSOLIDATED SANITARY SEWER SERVICE UTILITY AGREEMENT

THIS AGREEMENT, made and entered into the ____ day of ____, 202__, by and between the **City of Gastonia**, a North Carolina municipal corporation, hereinafter referred to as “City”, or “Two Rivers Utilities” or “TRU”, and the **City of Bessemer City**, a North Carolina municipal corporation, hereinafter referred to as “Customer”;

W I T N E S S E T H:

Whereas, City and Customer have previously entered into Sanitary Sewer Service Utility Agreements dated September 17, 1996 (as amended on May 11, 1998 and November 14, 2006) and June 20, 2000 (the “Former Sewer Agreements”); and,

Whereas, City and Customer desire to terminate the above-referenced agreements and enter into a new consolidated agreement for sewer service; and,

Whereas, the City is authorized to sell wastewater treatment services beyond its corporate limits to customers and Customer is authorized to purchase wastewater treatment services; and,

Whereas, Two Rivers Utilities is a department of the City of Gastonia through which the City of Gastonia operates its drinking water and wastewater utility services;

Now, therefore, in consideration of, and subject to, the terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by the parties to this Agreement, City and the Customer covenant and agree as follows:

1. **Purchase and Sale of Wastewater Treatment Services.** Customer agrees to buy wastewater treatment services from TRU and TRU agrees to sell and provide wastewater treatment services to Customer on the terms and conditions hereinafter set forth. The wastewater treatment service being sold by TRU for wastewater delivered by Customer to TRU’s master wastewater meters for Customer located at Oates Road and I-85 and at or near I-85 adjacent to Abernethy Creek shall at all times meet the standards for treatment of wastewater as promulgated pursuant to the terms of the Clean Water Act at 33 USCA

Sections 1251 through 1387, all as amended from time to time, which standards have been adopted by the State of North Carolina Department of Environmental Quality, under which standards TRU treats wastewater at its wastewater treatment facilities. The above referenced wastewater meter shall be calibrated by TRU or a third party vendor a minimum of once each calendar year. Should said wastewater meter be found to be inaccurate or for whatever reason fail to perform, the amount of wastewater delivered during the period of meter inaccuracy or failure shall be determined by calculating the average wastewater flow for the twelve monthly billing cycles immediately preceding the known period of meter inaccuracy or failure. Customer shall be billed at such average rate for each billing cycle during the known meter inaccuracy or failure.

2. Termination of Former Agreements; Term. This Agreement shall replace both the Former Sewer Agreements. Upon the execution of this Agreement, the provisions of the Former Sewer Agreements shall be null and void. This Agreement shall be effective from and after _____, (the "Effective Date") and shall continue and remain in full force and effect for a period of twenty-five (25) years from the Effective Date. Either party, prior to the beginning of the twenty-second year of this Agreement, shall give notice of its desire to renew this Agreement, and upon the giving of such notice, the parties hereto shall negotiate in good faith with reference to a renewal of this Agreement.

3. Price. TRU will bill and Customer will pay to TRU, on a monthly basis for all metered wastewater treated by TRU from Customer, an amount equal to the prevailing rate as set for Municipal Wholesale users. The Municipal Wholesale user rate class may be revised from time to time in the sole discretion of TRU, provided, however, that Customer shall be charged the same rate as all other Municipal Wholesale users. "Month" or "Monthly" for purposes of this Agreement shall mean the period between any two regular consecutive billing period readings of the meter measuring the quantity of wastewater flow; such monthly billing may correspond to TRU's ongoing billing cycle for the area in which the respective meters are located.

4. Minimum Flow Limit. City shall bill Customer for a minimum monthly treatment amount of 9,500,000 gallons per month or actual metered flow per month, whichever is greater.

5. Maximum Flow Limit. The maximum wastewater flow limit from Customer to TRU shall be set at 48,250,000 gallons per month. This maximum monthly limit for Customer may be reviewed from time to time during the term of this Agreement and may be revised through written amendment to the Agreement (as provided below). In the event Customer exceeds the monthly flow limit established above, TRU shall have the right to either reduce the flow received and accepted from Customer to the monthly usage limit established under this Agreement or to increase the rate charged to Customer for the amount of wastewater flow which exceeds the maximum monthly limit; however, in no event shall flow be reduced without 24 hours notice to Customer nor shall the rate for the excess wastewater flow exceed 1.9 times the then-current Municipal Wholesale rate. Additionally, at such time as Customer reaches eighty percent (80%) of the maximum monthly wastewater flow as established herein (38,600,000 gallons per month) for six (6) consecutive months, TRU agrees to negotiate with

the Customer concerning a higher maximum monthly wastewater flow limit, if requested to do so by Customer. Customer acknowledges that the maximum flow limits established under this Agreement are established pursuant to the understanding that TRU will be the sole provider of wastewater treatment services to Customer. In the event Customer should ever divert a portion of its wastewater flow to another provider of wastewater treatment services, TRU shall have the right, in TRU's discretion, to reduce the maximum flow limits established under this Agreement. Customer shall provide TRU with prior written notice of Customer's intent to divert a portion of its wastewater flow to another provider of wastewater treatment services.

6. Invoicing. Bills for wastewater treatment supplied hereunder shall be rendered and paid monthly in accordance with customary billing procedures established for all of TRU's Municipal Wholesale Customers.

7. Significant Industrial User. Customer shall be, in the same manner as all other significant industrial users of the sanitary sewer system of the TRU, subject to all provisions of City's Sewer Use and Industrial Pretreatment Ordinance in effect at the time of execution of this Agreement and as they may be amended from time to time. Customer will administer its own industrial pretreatment program as applicable to all of its wastewater treatment users and will adopt and diligently enforce a sewer use ordinance which is no less stringent and is as broad in scope as the sewer use ordinance of City. Customer will take all actions necessary to ensure that industrial users within its boundaries are subject to an approved pretreatment program to the extent required by §40 C.F.R. 403.8, including the performance of all technical and administrative duties necessary to implement and enforce its sewer use ordinance against industrial users within its jurisdiction. Customer will provide TRU with access to all records or documents relevant to customer's pretreatment program for any industrial user located within the municipal limits of Customer or discharging into Customer's wastewater collection system.

8. Use of Wastewater Treatment Plant Capacity. TRU will allocate to Customer wastewater treatment capacity at TRU's Crowders Creek wastewater treatment plant in the maximum amount of 48,250,000 gallons per month. In the event TRU must expand the capacity of its Crowders Creek wastewater treatment plant in order to provide a maximum monthly wastewater flow limit in excess of 48,250,000 gallons as requested by customer pursuant to paragraph 5 of this agreement, the parties shall negotiate in good faith to amend this Agreement and determine a mutually agreeable method of allocating future capacity in the Crowders Creek wastewater treatment plant and sharing the costs associated with such expansion. Notwithstanding capacity increases as provided above, the Customer shall bear no responsibility for financing any other capital costs associated with the Crowders Creek wastewater treatment plant or any other portions of TRU's wastewater system. In the event TRU and Customer cannot agree on allocations or costs sharing, Customer shall remain limited to the maximum flows set forth herein and bound by the increased cost provisions contained herein

9. Dispute Resolution. In the event any dispute arises between TRU and Customer pertaining to this Agreement the parties will first attempt to resolve the issue by negotiation between the parties. Should negotiations fail to resolve the dispute the parties agree to submit the dispute to non-binding mediation under the rules governing mediation in the Superior Court of Gaston County, North Carolina. Should mediation fail to resolve the dispute the parties may pursue any legal remedy they may have under the laws of North Carolina. Any legal proceedings brought between the parties shall be brought in the state courts of Gaston County, North Carolina or the federal courts of the Western District of North Carolina and the parties hereby consent to the jurisdiction of said courts

10. Force Majeure. In the event either TRU or Customer is unable, in whole or in part, by reason of force majeure to carry out its obligations, other than to make payments for water or wastewater treatment services received, it is agreed that, on giving notice of such force majeure as soon as possible after the occurrence of the cause relied upon, then the obligation of TRU or Customer, so far as each may be affected by such force majeure, shall be suspended from performance hereunder during the continuance of any inability so caused, but for no longer period, and such cause shall as far as possible, be remedied with all due speed. The term “force majeure” shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, war blockades, riots, landslides, droughts, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, unavoidable breakage, accident to machinery and equipment and sanitary sewer lines, inability to obtain rights-of-way or permits or materials and equipment and supplies, the effects of a pandemic or a declared state of emergency and any other cause not within the control of TRU or Customer, which by the exercise of reasonable diligence by TRU or Customer, is not preventable.

11. Ancillary Agreement Relating to Users. City and Customer recognize the potential for rivalry over the location of users, and City, as a condition for entering into this Sanitary Sewer Service Utility Agreement, has obtained the agreement of Customer not to use its sewer rates to compete unfairly against City for the location of any such users by quoting or charging rates to such users that are below Customer’s costs. Accordingly, Customer agrees that it will not quote, or charge sewer rates to any user inside or outside Customer’s corporate limits at less than the price for wastewater treatment established for Customer under the terms of this Agreement.

12. Waivers. Neither the failure nor delay on the part of either party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege, and no custom or practice at variance with the terms of the Agreement shall constitute a waiver of the right of either party to demand exact compliance with such terms.

13. Invalid Terms. Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect.

14. Controlling Law/Successors Bound. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of North Carolina and shall be binding upon and inure to the benefit of the successors and, with consent of the other party, the assigns of either party hereto.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

16. Notices. Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such a notice to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO THE CITY:

City Manager
City of Gastonia
P.O. Box 1748
Gastonia, NC 28053

TO TRU:

Director
Two Rivers Utilities
P. O. Box 1748
Gastonia, NC 28053

TO THE CUSTOMER:

City Manager
City of Bessemer City
132 West Virginia Avenue
Bessemer City, NC 28016

17. Entire Agreement. This Agreement reflects and contains the entire and only agreement between the parties relating to the subject matter herein, and as such supersedes all negotiations, commitments, undertake and agreements, whether oral or otherwise.

18. Amendments. This Agreement may be amended only by an instrument in writing executed by both parties hereto.

19. Iran Divestment Act. As of the date of this agreement, both parties hereto certify that the certifying party is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Both parties further certify that they will not utilize any subcontractor on the list.

20. Future Capital Improvements. The parties agree to notify one another of any planned upgrades or modifications to the water treatment process, water transmission system, water storage facilities, wastewater treatment process, wastewater collection system and other improvements which may affect either party. The parties' agreement is necessary to ensure continued effective operations between the systems.

21. Transfer of Agreement. Neither TRU nor Customer may effect a transfer of this Agreement without first obtaining the written consent of the non-transferring party.

IN WITNESS WHEREOF, the undersigned municipal corporations have caused the Agreement to be executed in their behalf by individuals duly authorized, all as of the day and year first above written.

CITY OF GASTONIA, NORTH CAROLINA

By: _____
Walker E. Reid, III, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

CITY OF BESSEMER CITY, NORTH CAROLINA

By: _____
 Becky S. Smith, Mayor

ATTEST:

 City Clerk

STATE OF NORTH CAROLINA
 COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Bessemer City and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 202__.

 Notary Public
 My Commission Expires: _____

COBC-GOVBOD-2022-2023 O 23

CITY OF BESSEMER CITY

ORDINANCE REPEALING CLOSE AND VACATE ORDINANCE

WHEREAS, pursuant to the Code of Ordinances of the City of Bessemer City (“City”), hereinafter called the “Code”) the code enforcement officer of the City has requested the City Council of the City to adopt ordinances requiring him to close and vacate certain structures set forth below; and

WHEREAS, the owners of the structures (“Owners”) are identified below; and

WHEREAS, the Owners have complied with the ordinances of the City and the City now desires to rescind the ordinances directing close and vacate which are set forth in the Gaston County Register of Deeds at the references set forth below; and

WHEREAS, the subject properties (all in the City of Bessemer City), owners, and deed references for each ordinance are as follows:

<u>Property</u>	<u>Owner</u>	<u>Ordinance Book & Page</u>
205 E. Washington Avenue	<i>Jimmy Dean Ledford</i>	<i>Book 5254, Page 1806</i>

NOW, THEREFORE, be it ordained by the Council that the aforementioned ordinances directing demolition of the structures on the aforementioned properties are hereby vacated and rescinded and such ordinances are hereby deemed of no further force and effect.

A copy of this ordinance, certified as a true copy by the city clerk, shall be recorded in the Gaston County Registry.

Adopted this 14th day of November, 2022

CITY OF BESSEMER CITY

By: _____
Mayor, Becky S. Smith

ATTEST:

City Clerk, Hydeia Y. Hayes

CITY SEAL

NORTH CAROLINA

GASTON COUNTY

Personally appeared before me, a notary public for the said county and state, on this the _____ day of _____, 2022, _____, who being duly sworn to me says that s/he knows the common seal of the City of Bessemer City and is acquainted with _____ who is the Mayor and presiding member of said municipal corporation and that s/he saw the Mayor signed the foregoing instrument and saw the common seal of said municipal corporation be affixed to said instrument by said Mayor and that s/he, the said City Clerk, signed his/her name in attestation of said instrument in the presence of said Mayor of said municipal Corporation.

Witness my hand and notarial seal, this the _____ day of _____, 2021.

Notary Public

My Comm. Exp.: _____

NOTARY SEAL

Prepared By: Hydeia Y. Hayes (Bessemer City)

Mail To: Bessemer City
125 E. Virginia Ave.
Bessemer City, NC 28016

BUDGET AMENDMENT 2022-2023**November 14, 2022**

BE IT ORDAINED by the governing body of the City of Bessemer City that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2023.

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

General Fund

Dept Number	Description	Increase	Decrease	Debit	Credit
100-80-6130-500	Capital Outlay (Park Soft Costs)	\$ 114,031.00			
100-80-6130-290	Departmental Supplies (Park Soft Costs)	\$ 40,770.00			
100-10-4310-500	Capital Outlay (Tools,Helmets,Ballistic Plates,Tasers)	\$ 95,199.00			

This will result in a net increase in appropriations for the General Fund.

To provide for the increase, the following General Fund Revenue Accounts will be increased.

General Fund

Dept Number	Description	Increase	Decrease	Debit	Credit
100-00-3991-991	Fund Balance Appropriated	\$ 250,000.00			

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted by Council, this _____ day of _____ 2022.

COBC-GOVBOB-2022-2023 O 25

Becky S. Smith, Mayor

Attest:

Hydeia Y. Hayes, Clerk