

## AGENDA

### **Park, Arts & Culture Committee Meeting**

Wednesday, October 18, 2017 at 5:30PM  
*LBG Room on the 2<sup>nd</sup> floor of Burlington City Arts*

- 1) Approval of agenda & draft minutes from May 17, 2017 (5 mins)
- 2) Public Forum (5-10 mins)
- 3) Moran and Marina update – CEDO (15-20 mins)
- 4) Bike Path and park signage update – BPR&W (15-20 mins)
- 5) Draft resolution for Fletcher Free to enter into MoU with Friends of FFL (10 mins)
- 6) Summer programming update:
  - a. Parks and Rec (G. Rogers) (10 mins)
  - b. Fletcher Free Library (M. Danko) (10 mins)
  - c. Burlington City Arts (D. Kraft) (10 mins)
- 7) Executive Session {if necessary}
- 8) Adjournment

Non-Discrimination The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at 865-7145.

## **DRAFT MINUTES**

**Park, Arts & Culture Committee Meeting**  
**Wednesday, October 18, 2017**  
*LBG Room, Burlington City Arts*

### **Participants**

#### **Committee Members:**

Councilor Dave Hartnett, North District (Chair)  
Councilor Joan Shannon, South District

#### **Staff:**

Noelle MacKay, Community and Economic Development Office  
Doreen Kraft, Burlington City Arts  
Cindi Wight & Gary Rogers, Burlington Parks, Recreation and Waterfront  
Mary Danko & Kath Laing (committee staff person), Fletcher Free Library

#### **Public Forum:**

James Lockridge

1. Approval of agenda & draft minutes from 08/28/17 – minutes approved unanimously. The agenda was approved unanimously with one amendment, moving 6.c. Burlington City Arts update to follow agenda item #4.
2. Public Forum:
  - James Lockridge had sent an email to the PACC prior to the meeting. See email attached. He spoke to his email at the meeting. He called on the PACC to share its position on two items that have previously been discussed at the PACC – term limits for BCA Board Members and the inclusion of 3 uncurated bulletin boards in City Hall Park. After discussion, Councilors Hartnett and Shannon expressed that they were satisfied with the role of the PACC on both items.
3. Moran and Marina update –
  - CEDO Director, Noelle MacKay, reported that the City is currently deciding whether to partially or fully demolish the Moran Plant. Prior to demolishing the building the City will need to have a plans and permits in hand. Due to the historical nature of the building, the City will have 6 months after demolition to build another structure that gives the land a

better use. Noelle referred to the CEDO report on the Moran Plant as a crucial source of information. Next time the Moran Plant is on the PACC agenda it is agreed that there will be a link to the report in the agenda. CEDO is tackling Memorial Auditorium prior to moving forward with the future of Moran. Spring 2018 will be a good time to bring the Moran Plant back to the PACC.

- New Marina – BPR&W, DPW, and BED have many of the permits in hand to proceed. Some permitting around water and waste water are still in the works. The bid documents are developed and will be public soon. Some discussions under way with Sailing Center regarding land in and around Water Department. New Marina will definitely be completed by 2019, hopefully in 2018.

4. Bike Path and park signage update – Nina Safavi, Parks Planner, sent an update on signage by email prior to the meeting. See email attached. Parks Director Cindi Wight reported that 2 acceptable bids have been received for next phase of the bike path. This work should start in spring 2018. Committee members and staff discussed bike path signage: the potential for services and nearby businesses signage along the bike path, and the need for signage indicating the bike path is for people of all abilities and signage that reinforces bike path etiquette.

5. Burlington City Arts (update on summer programming) – Director Doreen Kraft reported that the opening of the new studio on Pine Street went well and summer programming numbers were comparable to the previous year, which was unexpected as BCA had lowered their estimate thinking participation would be down because offerings were slightly down due to move and new studio set up. 600 students participated in BCA summer programming and 73 scholarships were given. Currently experiencing a waitlist for studio space 42 long. Started a Friday night family program that is going well. Artists in residence in schools district wide. BCA training artists as educators. Director Kraft reported that in last year BCA Board has welcomed 6 new members. Increased diversity on the board an important factor in this process. One new member works at AARP and BCA is prioritizing working with this member to increase services for seniors. Board member who have a long history on the BCA and complete their allowed term are often invited to become Honorary or Emeritus members, so as not to lose the institutional knowledge and honor their years of commitment to BCA.

6. Draft resolution for Fletcher Free to enter into MoU with Friends of FFL – Director Mary Danko reported that the Library is working with its Friends organization (501c3) and the City Attorney's Office to develop an operating agreement between the Library and the Friends organization, formalizing the partnership. A Resolution to go to the City Council authorizing Director Danko to sign the MoU. The Resolution will be sponsored by Joan Shannon.

7. Summer programming update:

a. Fletcher Free Library – Director Danko reported that the Library had a great 2017 summer learning program. The library offered a range of learning opportunities for kids of all ages, did outreach to schools and summer camps, and was a summer nutrition site. Working on a stronger

partnership with the school district in coming years. Councilor Hartnett considers a natural fit for the library. Library has identified that August needs a boost in activities for kids.

b. Parks and Rec – At this start of this agenda item, Councilor Hartnett remembered Rick Niqat, who passed away over the summer. His tireless devotion to sport and recreation for Burlington kids will be sorely missed. Gary Rogers, Recreation Superintendent, presented a comprehensive look at 2017 BPR&W programming. See presentation attached. Councilor Hartnett raised the possibility of moving toward an intramural system at the high school. Currently with the varsity and junior varsity system only, many kids stop playing sport in high school.

8. Executive Session – not needed

9. Adjournment – the meeting was adjourned at 7:27pm. The next meeting is scheduled for November 15, 2017 and will be held in the LBG Room of the Burlington City Arts.

**From:** James Lockridge [mailto:jim@bigheavyworld.com]  
**Sent:** Tuesday, October 17, 2017 1:38 PM  
**To:** David Hartnett <dhartnett@burlingtonvt.gov>  
**Cc:** Joan Shannon <jshannon@burlingtonvt.gov>; Sara Moore <smoore@burlingtonvt.gov>; Kath Laing <klaing@burlingtonvt.gov>; Eileen Blackwood <eblackwood@burlingtonvt.gov>  
**Subject:** Fwd: PACC Follow-Up re: Permanent BCA Board Seats & CHP Public Bulletin Boards

Dave — Hoping the note, below, is on your mind and that the topics may be considered at the PACC meeting tomorrow. (Sending thanks in advance for your responses.)

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**JAMES LOCKRIDGE** | Executive Director | The Big Heavy World Foundation, Inc.  
(802) 865-1140 | <http://www.bigheavyworld.com>  
The Vermont Music Library & Shop | WOMM-LP 105.9FM The Radiator

Begin forwarded message:

**From:** James Lockridge <[jim@bigheavyworld.com](mailto:jim@bigheavyworld.com)>  
**Subject:** PACC Follow-Up re: Permanent BCA Board Seats & CHP Public Bulletin Boards  
**Date:** October 1, 2017 at 9:32:28 AM EDT  
**To:** David Hartnett <[dhartnett@burlingtonvt.gov](mailto:dhartnett@burlingtonvt.gov)>  
**Cc:** Joan Shannon <[jshannon@burlingtonvt.gov](mailto:jshannon@burlingtonvt.gov)>, Sara Moore <[smoore@burlingtonvt.gov](mailto:smoore@burlingtonvt.gov)>, [klaing@burlingtonvt.gov](mailto:klaing@burlingtonvt.gov), Eileen Blackwood <[eblackwood@burlingtonvt.gov](mailto:eblackwood@burlingtonvt.gov)>

Dave —

Could the PACC share its position on two items that have been discussed but not reported-out?:

The advisory board to the BCA created, in practical terms, permanent voting board positions for board members who had termed-out after their original nine years of service (see attached). This reduced the opportunities for new representation by the arts community on this board. While the needs and scope of the arts community have evolved, the board remains anchored by members who joined it ten years ago or more. This is an inequitable and irresponsible mode of conducting city business. The city charter provides the City Council with oversight of BCA. The arts are the domain of the PACC. Will the PACC, please, ensure that this situation is reversed; that there are true term limits for BCA advisory board members, and that opportunities for representation are equitable?

In 1999 two standard un-curated public bulletin boards were removed from City Hall Park when the Millennium Sculpture was installed. One public bulletin board remained in the park. Would the PACC please make the formal recommendation that a total of at least three standard, un-curated public bulletin boards be returned to City Hall Park, restoring a critical resource for the city's performing arts community? Public bulletin boards benefit locals, visitors, and the economy with minimal capital and maintenance costs. Thousands of artists were disenfranchised when those two bulletin boards were removed. Replacing them will demonstrate that the PACC is attentive to the needs of our arts community, inclusively.

When the PACC was kind enough to add me to the agenda of a meeting, I anticipated time would be used for conversation with PACC members, but it was instead offered to BCA representatives, for statements that I was not invited to respond to. Public comment periods do not provide the opportunity for conversation with PACC members, either. I hope email gives us a conduit for landing on an understanding of what the PACC's position and actions will be.

Thanks for your leadership; I'm looking forward to resolution to these questions.

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**JAMES LOCKRIDGE** | Executive Director | The Big Heavy World Foundation, Inc.  
(802) 865-1140 | <http://www.bigheavyworld.com>  
The Vermont Music Library & Shop | WOMM-LP 105.9FM The Radiator

**From:** Nina Safavi

**Sent:** Wednesday, October 18, 2017 12:16 PM

**To:** Kath Laing <klaing@burlingtonvt.gov>; Cindi Wight <cwight@burlingtonvt.gov>; David Hartnett <dhartnett@burlingtonvt.gov>; Joan Shannon <jshannon@burlingtonvt.gov>; Sara Moore <smoore@burlingtonvt.gov>; Mary Danko <mdanko@burlingtonvt.gov>; Deryk Roach <droach@burlingtonvt.gov>; Noelle MacKay <nmackay@burlingtonvt.gov>; Kirsten Merriman Shapiro <KMerriman@burlingtonvt.gov>; Doreen Kraft <dkraft@burlingtoncityarts.org>; Sara Katz <skatz@burlingtoncityarts.org>; Gary Rogers <GRogers@burlingtonvt.gov>

**Subject:** RE: October PACC Meeting

Hi all,

Apologies- unfortunately I won't be able to make it tomorrow, but we have an update on signage. We've been actively working on city-wide park signage planning and have the following to report out:

1. In preparation for signage roll-out we had our summer intern develop a mobile map and locate all of the City naming, wayfinding and park rule signs along with their condition and a photo.
2. BPRW developed a wayfinding standard that fits within the new branding of the department.
3. BPRW has almost completed a new standard for regulatory signs with a focus on symbols to communicate parks rules across languages.
4. We issued a Request for Proposal for new signs to be fabricated and installed at all of the parks that we have large project improvements planned in FY18 (Pomeroy, Schmanska, Roosevelt).
5. The RFP also includes intersection street name/Greenway sign posts along new sections of the bike path (From Penny Lane to the Winooski Bridge). These are scheduled to be installed this spring.
6. We are working on developing interpretive panel signs for newly developed and popular locations such as the Urban Reserve, Waterfront Park, North Beach and the new Pause places to be constructed next summer.
7. We are working to fabricate/install the first set of new regulatory signs at the beaches and City Hall Park this spring.

I'm happy to share some of the visuals at the next PACC meeting. In the meantime, please let me know if you have any questions.

Best,  
Nina

-----Original Appointment-----

**From:** Kath Laing

**Sent:** Monday, September 25, 2017 2:04 PM

**To:** Kath Laing; David Hartnett; Joan Shannon; Sara Moore; Mary Danko; Nina Safavi; Deryk Roach; Noelle MacKay; Kirsten Merriman Shapiro; Doreen Kraft; Sara Katz; Gary Rogers

**Cc:** Cindi Wight

**Subject:** October PACC Meeting

**When:** Wednesday, October 18, 2017 5:30 PM-7:00 PM (UTC-05:00) Eastern Time (US & Canada).

**Where:** BCA - LBG room on the 2nd floor (enter by side door in the alley between BCA and City Hall)

Hi All, Please find the updated agenda for tomorrow's meeting + document for agenda item 5. PLEASE NOTE THE CHANGE OF LOCATION FOR THE MEETING – IT WILL NOW BE AT BCA IN THEIR LBG ROOM on the 2<sup>nd</sup> floor.

Everyone should enter via our side door in the alley between the BCA Center and City Hall.

Regards, Kath

<< File: 20171018 Agenda FINAL.pdf >> << File: Authorization to Enter into Memorandum of Understanding with Friends.pdf >>

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

## **Agreement between the Friends of the Fletcher Library and the Fletcher Free Library**

This Agreement is made between the Friends of the Fletcher Free Library (“the Friends”), a Vermont non-profit 501(c)(3) corporation with its principal place of business in Burlington, Vermont, and the Fletcher Free Library (“Library”), a Department of the City of Burlington, Vermont, a municipal corporation organized under the laws of the state of Vermont.

### Recitals

WHEREAS, the Friends is organized to support the mission and the work of the Fletcher Free Library in whatever way is deemed appropriate, including raising money for special projects and promoting the Library; and

WHEREAS, since the Friends’ creation, the Library and the Friends have endeavored to work in a cooperative and supportive manner, recognizing both groups jointly promote the mission of the Library; and

WHEREAS, the parties have entered into this AGREEMENT to clarify the responsibilities of each party and foster and strengthen the relationship between the Library and the Friends.

NOW THEREFORE, in consideration of the mutual promises agreed to herein, the parties agree as follows:

**I. Term:** This AGREEMENT shall begin on July 1, 2017 and shall remain in effect until it is terminated by either party upon written notice delivered to the Library Director or the Friends’ President by September 1 of any year to become effective on July 1 of the year succeeding. In the event of termination, the Friends shall transfer its funds to the Library unless legal restrictions prohibit it from doing so. In the event of non-compliance by either party with any provision of this Agreement, written notice of non-compliance shall be sent to the other party, and include an explanation of the event or practice that the party believes does not comply with this Agreement. The noticed party shall, within sixty (60) days from receipt of the notice on non-compliance, either correct the non-compliance or show cause that the party is in compliance. In the event the party fails to comply within the 60-day time period, this Agreement may be terminated in accordance with this Agreement.

**II. Library Responsibilities:** The Library agrees to undertake the following responsibilities:

- a. The Library agrees to ensure that the Friends are aware of the goals and direction of the Library.
- b. The Library agrees to share with the Friends the Library’s strategic initiatives at the beginning of each fiscal year and to discuss with the Friends how the Friends’ resources and support might help forward these initiatives.
- c. The Library agrees to supply the Friends with the Library’s budget each year in a form that indicates the Library’s anticipated needs for the Friends’ support of the Library.

**d.** The Library agrees to provide the Friends with staff support to manage and support the implementation of the following tasks: an annual appeal; the administration of membership dues, donations, gifts, bequests, and grants; organizational financial processes; organizational reporting; meeting coordination and representation; the organization of fundraising events; and the development and distribution of promotional materials.

**e.** The Library agrees to provide the Friends with public space on the Library's premises for a year-round book stall, books sales during the year, and placement of membership brochures and promotional materials.

**f.** The Library agrees to provide the Friends with 'behind the scenes' space in the Library for book storage and sorting.

**g.** The Library shall, for those funds transferred by the Friends to the Library, account for them in accordance with City policies and procedures and notify the Friends on a timely basis regarding the use of such funds.

**h.** The Library Director is authorized to carry out the Library's obligations under this agreement. In addition to the support listed above, the Library shall:

**1.** Allow the Friends to use the name, brand, and images of the Library for event marketing and community outreach purposes.

**2.** Allow the Friends to use space and equipment in the performance of the Friends' activities, subject to the prior approval of the Director or his or her designee.

**3.** Suggest and recommend donors and contributions to the Friends.

**III. The Friends Responsibilities:** The Friends agree to undertake the following responsibilities:

**a.** The Friends agree to publicly support the Library and its policies and shall abide by and comply with all laws related to the confidentiality of patron registration and transaction records.

**b.** The Friends agree to have a member from the library's administration as a non-voting presence at Friends' board meetings and to allow room on the agenda for a library report and other agenda items of interest.

**c.** The Friends agree that any and all monies raised will be spent exclusively on library programs and services, and other Library-defined needs (including the Friends' administrative needs) unless otherwise agreed to by both the Friends and the Library. The Friend's financial support for the Library will not be a replacement for City funding for the Library except that the Friends shall provide monies budgeted to the Library's revenue accounts for donations. In fiscal year 2018, the Friends shall provide \$25,000 in donations and each year subsequent the Library will provide the Friends with a dollar amount for the revenue accounts for donations that the Friends shall raise.

**d.** The Friends agree that the Library administration has the final say in accepting or declining any and all gifts made to the Library.

**e.** The Friends agree to support grant proposals submitted by the Library under auspices of the Friends tax exempt 501(c)(3) status provided the proposals are in compliance with the regulations governing this status.

**f.** The Friends agree that if Board ceases to actively fundraise for and promote the Library, the Board, including all officers, will tender their resignations in the form and manner called for in the Friends' bylaws.

**h.** The Friends agree to be responsible for the annual appeal for the Library during the City's fiscal year. The Library may contribute non-monetary resources to the appeal. Funds raised in the annual appeal shall be placed in the Friends' revenue accounts but the monies raised, after the Friends pay the expenses associated with the appeal, shall thereafter be provided to the Library for deposit into the Library's revenue accounts for donations up to the amount agreed upon annually in article III. c. above. Once the expenses associated with the appeal and the revenue budgeted in Library budget have been paid in full, additional monies raised remain in the Friends revenue accounts for investment in the Library.

**i.** The Friends agree to issue the City of Burlington with an annual accounting, itemizing equipment purchased with Friends or grant funds during the Library's fiscal year, with a short description of the equipment, its cost, and a stipulation and acknowledgement that upon purchase the ownership of the equipment becomes the property of the City of Burlington (the Library).

**j.** The Friends make the following representations and acknowledgements with regard to its operation, creation and purpose:

- 1.** The Friends is created and shall be operated for the duration of this agreement in support of the Library's mission and goals and it will support the plans of the Library.
- 2.** The Friends will have for the duration of this agreement as its sole purpose the support of the mission and work of the Library.
- 3.** The Friends will operate as a private legal entity separate from the Library. The Friends' officers, employees and volunteers are not and shall not become employees or subcontractors of the Library. The Friends understands and agrees that its officers, employees, and volunteers have no right to claim any benefits under the Burlington Employee Retirement System, or the City of Burlington's worker's compensation, health insurance, dental insurance, life insurance or any other employee benefit plan offered by the City.
- 4.** The Friends will use sound fiscal and auditing procedures.
- 5.** The Friends will not interfere with the daily and regular operations and management of the Library.
- 6.** The Friends will maintain its status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.

**k.** The Friends shall keep on file with the Library updated copies of all enabling documents, including the tax exemption application letter to the IRS and all Federal and State tax information, the Articles of Incorporation, Bylaws and any amendments to these documents. The Friends shall include language substantially similar to the following clauses in its enabling documents:

Articles of Incorporation. In the event of its dissolution, the Friends' assets and records will be distributed to the Library, provided the City of Burlington remains qualified to receive tax-deductible charitable donations and gifts under relevant federal and state income tax laws;

Bylaws. The Bylaws shall provide that the Director of the Library shall be a non-voting ex-officio member of the Board.

**l.** The Friends shall carry the following insurance coverage:

Management Liability Coverage and/or Director and Officer Liability Coverage in the amount of \$1,000,000 each loss.

General Liability Coverage: Each Occurrence Limit: \$1,000,000

Personal and Advertising Injury Each Event: \$1,000,000

General Aggregate Limit: \$2,000,000

Products/Completed Operations Aggregate: \$2,000,000

Medical Payments Limits: \$5,000

The City of Burlington is to be named as an additional insured on the Friends' General Liability policy.

The Friends will have Non-Owned and Hired Auto Liability Coverage in the amount of \$1,000,000 Combined Single Limit.

The Friends will have Crime Insurance: Employee Dishonesty Coverage (to include a "volunteers as covered" Endorsement) with a policy limit of \$100,000.

**m.** As the Library and the Friends want to maintain the highest levels of accountability and stewardship, the Friends agree to share information with the Library, as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

**n.** The Friends agree to make the following clear to prospective donors:

The Friends are a separate, legal and tax entity organized for the purpose of supporting the Library. Responsibility for governance of the Friends, including investment of gifts and endowments, resides in the Friends' Board. Checks for charitable gifts to the Library should be made payable to the Friends. Gifts made for a designated purpose will be dedicated in their entirety to that purpose unless it is specifically stated by the donor that an administrative charge will be applied.

**o.** Donations to the Friends are public knowledge unless the donor specifically requests that personal information related to their donation is to be kept confidential.

**p.** The Friends agree that prior to accepting gifts of any and all kinds, it will:

**1.** Obtain confirmation from the Library Director or the Director's designee that the director has the authority to receive gifts designated for specific purposes, and that an accepted gift will conform to the Library's master plans, mission, and philosophy, and all other applicable City, State, and Federal laws and regulations.

**2.** Coordinate its funding goals, programs, and campaigns with the Library.

**3.** Advise donors that any gift, grant, or contract that includes a financial or contractual obligation binding upon the City of Burlington must have prior concurrence in writing from the City's Board of Finance and City Council or their designees in accordance with any and all applicable City policies and delegations of authority.

**q.** The Friends shall conduct their investment procedures in accordance with prudent, sound practices to ensure that gift assets are protected and investments are managed with an aim to earn a reasonable return in conformance with the fiduciary responsibilities of the Friends' Board. Investments shall be consistent with the terms of the gift instrument, which shall be the responsibility of the Friends to interpret. Income from investments, net of administrative fees, shall be administered in accordance with pertinent policies and where appropriate transferred to the Library.

**q.** The Friends shall adopt investment procedures that are conducted in accordance with prudent, sound practices to ensure that gift assets are protected and that investments are managed with an aim to earn a reasonable return in conformance with fiduciary responsibilities of the Board. The investments must be consistent with the terms of the gift instrument, which shall be the responsibility of the Friends to interpret. Income from investments, net of administrative fees, shall be administered in accordance with pertinent Friends' policies, and, where appropriate, as determined by the Friends, transferred to the Library so as to be expended from the appropriate Library accounts with the City.

**r.** Because private funds are raised to support public projects, the Friends will permit the City's Chief Administrative Officer and/or the Library Director or their designees to inspect all Friends' books and records, except to the extent such inspection violates rights to confidentiality, privacy, and confidential donor information.

**s.** The Library and the Friends shall have the right to conduct periodic compliance reviews of the use of donated funds. Their purpose will be to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors and/or the Friends. The scope of the review and extent of testing will be mutually agreed upon in advance by the City and the Friends. A written report of the results of such reviews shall be provided to each party.

**t.** Funds received by the Library from the Friends shall only be accounted for as gifts when the appropriate donative intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

#### **IV. Other Provisions**

This Agreement represents the parties' entire agreement with respect to the matters specified herein. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Vermont. Venue for any actions arising under this Agreement shall be Burlington, Vermont. Any provision of the Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

**For the Fletcher Free Library**

\_\_\_\_\_  
Mary Danko, Library Director  
(Authorized Signature)

\_\_\_\_\_  
(Date)

**For the Friends of the Fletcher Free Library**

\_\_\_\_\_  
Joan Conroy, President  
(Authorized Signature)

\_\_\_\_\_  
(Date)

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AUTHORIZATION TO ENTER INTO  
AN AGREEMENT WITH THE FRIENDS  
OF THE FLETCHER FREE LIBRARY

In the year Two Thousand Seventeen.....  
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the Friends of Fletcher Free Library, Inc. (“Friends”) is a non-profit philanthropic organization expressly created to support the mission and work of the Fletcher Free Library (“Library”) in whatever way is deemed appropriate, including raising money; and

WHEREAS, said funds, the ultimate receipt of which shall be subject to the approval of the City, will give the Library the opportunity to accomplish more of its goals and mission than what would otherwise be possible; and

WHEREAS, the private nature of the Friends also has the added advantage of providing dedicated donor services to the Library; and

WHEREAS, the City wishes to assist and enhance the operation of, and appropriately recognize, the Friends; and

WHEREAS, the City wishes to support the fundraising activities of the Friends, promote a positive relationship with it, and establish the operating relationship between the Friends and the Library; and

WHEREAS, the Friends wish to assure the City that it will operate effectively and responsibly and with the reasonable expectations of both public and private interests on behalf of the City; and

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AUTHORIZATION TO ENTER INTO AN AGREEMENT  
WITH THE FRIENDS OF FLETCHER FREE LIBRARY

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of the Library to execute an Agreement with the Friends, in substantial conformance with the attached, and to carry out the City’s obligations as defined therein, subject to the prior review and approval of the City Attorney’s Office.