



**Library Board of Trustees**  
**Library Board of Trustees Meeting**  
**Via Zoom**  
**Monday, March 21, 2022, 12:00pm – 1:30pm**

**Trustees Present**

Ailen Arreaza  
Rob Harrington  
Joe Helweg, Chair  
Gloria Kelley  
Dr. Kimmerly Martin  
Tracy Montross  
Brandon Neal  
Dr. Amy Hawn Nelson  
Charles Thomas  
Dr. Ricky Woods

**Absent**

Jon Buchan  
Gloria Kelley

**Staff Present**

Karen Beach  
Elyse Berrier  
Kevin Bittle  
Shelley Book  
Barbara Cantisano  
David Dillard  
Asha Ellison  
Saul Hernandez  
Jesse Isley  
Meryle Leonard  
Caitlin Moen  
Angie Myers  
Emily Nanney  
Chantez Neymoss  
John O'Connor  
Keisha Portis  
Elesha Roupp  
Holly Summers-Gil  
Hillary Swierc  
Kim Sykes-Joseph  
Marcellus Turner  
Martha Yesowitch

**Others Present**

Mark Kutny  
Leslie Johnson, Mecklenburg County

Joe welcomed everyone to the Board Meeting at 12:00pm.

**Absence with Cause**

Mr. Helweg requested a motion to approve absence with cause for Joh Buchan and Gloria Kelley. On a motion by Brandon Neal and seconded by Dr. Kimmerly Martin, the Trustees unanimously approved their absence with cause.

**Minutes**

Mr. Helweg requested a motion to approve the minutes from the Board of Trustees meeting held on March 21, 2022. On a motion by Brandon Neal and seconded by Charles Thomas, the Trustees unanimously approved the March 21, 2022, meeting minutes.

Rob Harrington joined the meeting at 12:14pm.

### **Chair Report**

Mr. Helweg provided the following updates:

- Special Thanks
  - Special thanks to the Library Team for thousands of things you do day in and day out, it is an incredible gift to our community
- 90 Day Review
  - Keep the Board Meeting on Zoom on April 18<sup>th</sup> from noon to 1:30pm
  - Saturday, April 23 is our Board Retreat where we will dive deeper into the Racial Equity Task Force Report, and we will do that retreat in-person from 9:00am to noon at the South Boulevard Library.
  - We will also have available a bridge line for anyone who is not feeling well or cannot attend in-person
  - This will be a terrific opportunity for us to be together
  - May's Board Meeting will be held in-person at ImaginOn from 4:00pm to 5:30. After the formal meeting is over, we will walk to Main for one last trip there.
  - June's Board Meeting will be held in-person at the new Library Administration Center. This building will be a significant part of the Library's footprint now and I would like everyone to be able to see it.

Dr. Ricky Woods joined the meeting at 12:22pm

### **Committee Reports**

#### **Governance Committee**

Tracy Montross and Rob Harrington provided the following updates:

- As a reminder the committee is working to replace me (RH) and Gloria Kelley. Both of our terms were extended 1-year due to the library losing so many trustees and at the same time having so many important projects going on.
- The committee met on February 25 and looked at a matrix of skill gaps
- Recruiting people who have relationships in the community with elected officials who can best represent the needs of the library.
- Our first nominee to the County will be Peggy Brookhouse. Peggy is a communications and marketing person and owns her own firm. She is the immediate past Chair of the Levine Museum Board and the Chair of the United Way for this year. She is heavily engaged in the community.
- The Committee is still working through the second recommendation having gone to a couple of folks to gauge their interest and we hope to come back to the full board soon with that second recommendation.
- We will send a letter to the BoCC outlining our recommendations
- Commissioners will consider the applicants on April 19 at their Commission meeting and of course, this timeline is subject to change
- We also have non-County-appointed opportunities for skill sets we need

#### **Real Estate Committee**

Brandon Neal and David Dillard provided the following updates:

New Main Library & 7<sup>th</sup> and Tryon:

- Action Item: Approval of Master Development Agreement for 7<sup>th</sup> & Tryon Project

The City, County and Bank of America are ready to approve the Master Developer Agreement, so the Real Estate Committee approved this action item to bring to the Board of Trustees for discussion and approval today.

### **Summary of Key Terms of the Master Development Agreement**

The stakeholders will negotiate and execute an MDA to include the following key terms:

#### **Sale and Purchase of the Redevelopment Site**

- There will be one land transaction with the Developer (which is expected to close within 6 months after execution of the Master Development Agreement and would be contingent on the Developer's satisfaction of certain conditions), and at the closing all land will be conveyed to the Developer for the price of \$21,500,000, after which Metropolitan shall proceed with the development in accordance with the Master Development Agreement. The entire Purchase Price shall be allocated to the Real Property and apportioned based on each landholder's pro-rata area of property being sold.
- Total land area: 3.1 acres (Library portion +/-0.84 acres).
- Property Purchase Price: \$21,500,000 (Library portion approximately \$5.8 million).
- Earnest Money Deposit. Within 5 Business Days of the MDA Effective Date, Developer will deliver \$500,000 into Escrow by cash or wire transfer. The Deposit will be credited towards the Purchase Price.

#### **Demolition of Improvements**

The Developer will demolish and remove all the buildings and other improvements identified in the mutually agreed upon demolition plan and schedule. After the Developer completes the Demolition Work, the County and Library will pay the Developer an amount not to exceed \$3,182,557 for the demolition work within 30 days of its completion.

#### **Master Development Program and Plans**

**Preliminary Development Program** - The following Project Components make up the Preliminary Development Program.

- **Parking Component** – shared below-grade services level (for loading docks, deliveries, trash dumpsters, recycling containers, and other services) and above-grade parking structures with parking spaces available on a first-come, first-serve basis for employees and visitors of the Library, the McGlohon and Duke Energy Theaters, and other members of the public in addition to parking spaces sufficient to accommodate the reasonable requirements of the Project Components. 810+ total parking spaces will be included in the development.
- **Mixed-Use Component** - a structure including approximately 170,000 square feet of mixed-use commercial and/or hotel space.
- **Office Tower** - a Class A office tower including approximately 400,000 square feet of office space and 225+ parking spaces.
- **Multi-Family Component** - a market-rate multi-family structure of approximately 345 units, including a high-rise residential tower above a multi-story structured parking garage with 585+ parking spaces.
- **Retail facilities** of approximately 31,000 square feet throughout the development.

**Master Plan** - The Developer will not make any material modifications to the approved Master Plan without Stakeholders' prior consent, including (i) removal or reductions of the Project Components, (ii) complete relocation of any Project Component to another area within the Redevelopment Site, (iii) a material modification to the design or layout of the final approved plan of the Plaza area, and (iv) removal of any Project Component from the Project.

**Plaza Plan** - The Parties agree to work in good faith together to collaborate on and finalize a mutually agreeable plan for design and layout of the Plaza area. The Developer will have exclusive control over the design of the other Project components, provided the Developer's design of such portions of the Project must comply with the requirements of applicable Law and relevant Permits and in a manner that is generally harmonious, in terms of both function and aesthetics, with the other Project components, the redeveloped Library, and McGlohon and Duke Energy Theaters.

**Progress Reports and Meetings** - At least once per month or on such other periodic schedule as mutually agreed, Developer shall meet with and furnish to the Stakeholders a written report on material aspects of the Developer's

progress in meeting its obligations under the Master Development Agreement including status of required permitting and construction and identification of matters requiring cooperation or input of the Stakeholders.

### **Project Execution**

**MWBE Goal & Requirements** - Throughout the Project, Developer shall use Commercially Reasonable Efforts to expend at least **30%** of the total dollars spent on the performance of the Work with Minority and Women Business Enterprises (MWBEs). Component Developers shall be contractually required to use Commercially Reasonable Efforts to achieve the MWBE Goal as well. The Developer shall provide monthly reports on its efforts to achieve the goal.

**Schedule** - Developer shall proceed after Closing on sale of the property to diligently complete design and construction of the development, obtain appropriate permits, complete demolition, and complete construction of building foundation footings for the Office Tower (Commence Construction) within two (2) years of the Closing date. The schedule for demolition, construction, and other obligations of the Developer shall be extended only on account of excusable delays such as extreme weather events, fire, explosion, unavailability of labor or materials, acts of God, etc. If the Developer fails to perform according to this schedule, the Stakeholders have the right to repurchase the property at the sale price, if they provide notice within 6 months of the deadline to Commence Construction.

### **Below Market Housing Contribution**

To further the mutual goals of creating below-market housing units in Mecklenburg County, the Developer shall at the closing of the acquisition of the Redevelopment Site contribute the sum of Three Million Dollars (**\$3,000,000**) for below-market housing as designated by the Stakeholders, which shall be used to complete certain projects identified by the Stakeholders and to which some of the Stakeholders will contribute funding.

### **Access Easements and Operating Agreements**

The County & Library and Developer shall negotiate a Reciprocal Easement Agreement to include access easements for use of the plazas, temporary construction easements for construction access, access easements for future maintenance & repair of the buildings, as well as permanent easements for the plaza area and portions of each party's structures constructed across property lines at the plaza and subterranean shared services levels. Such easements shall be granted between the parties at no cost.

The County and/or Library and the Developer shall negotiate operational terms for maintenance of the plaza area between the buildings. The Developer shall provide the custodial, grounds, and landscaping maintenance services and be reimbursed for such maintenance costs by the County and/or Library based on the pro rata share of each owner's area maintained.

### **Condominium Agreement**

The County and/or Library and the Developer shall enter into a condominium agreement to establish condominium units and common areas in the subterranean shared services level (i.e., area for loading docks, deliveries, dumpsters, etc.). The direct costs of operations shall be shared by the condominium unit owners, based on the pro-rata percentage usage of the facilities. Shared costs may include services such as solid waste & recycling, maintenance, a dockmaster, utilities, security, etc.

After some discussion the Board unanimously approved the action item authorizing CEO Marcellus Turner to direct Library staff and the Director of Mecklenburg County Asset and Facility management to complete negotiations of the terms and conditions of the MDA and authorize the CEO to execute the MDA and all necessary documents and transactions contemplated by the MDA, including but not limited to land transactions, license agreements, reciprocal easement agreements, condominium agreements, and operational agreements for maintenance of shared facilities, as well as indemnity and reimbursement agreements and other necessary agreements among the stakeholders.

The following items were requested by the Board:

- Time on a future board agenda to review the Master Developer Agreement again
- A summary of key talking points for the Board to address questions

- A communications plan for when demolition starts
- Further updates as they come available

**Action Item: Approval to negotiate and execute a lease with Mecklenburg County for the Library Administration Center**

- **Background**

- The Public Library of Charlotte and Mecklenburg County will demolish the Main Library at 310 N Tryon Street and build a new, but smaller customer focused Main Library on a portion of that site. As a result, the administrative functions that have been performed at Main need a new location. Mecklenburg County purchased 19 acres at the intersection of Eastway Drive and N Tryon Street (the former Northpark Mall site) to build the Northeast Community Resource Center. Fortunately for the Library, there was an approximately 50,000 sf portion of an existing building that could house the Library’s administrative functions. The Library and AFM have worked together on the design and construction of the renovations necessary to occupy the space as intended.

- **Rationale**

- The entire site was intended to remain owned by Mecklenburg County. The renovation of the Library Administration Center is nearly complete, and it is appropriate to formally address documentation of the Library’s use and occupancy of its +/-50,000 sf space. The proposed terms are: \$1/yr for rent, an initial term of one (1) year with automatic one (1) year renewals each year thereafter, Library to pay for telecommunications services and utilities directly to service providers, County to be responsible for water/sewer/storm water fees, County to perform all facilities maintenance pursuant to the Interlocal Agreement, parking rights provided for Library staff and visitors, Library shall comply with applicable requirements of the Northpark Land Condominium and Reciprocal Easement agreements.

The Board unanimously approved the action item authorizing CEO Marcellus Turner to direct the staff to complete negotiations and have the CEO execute legal documentation to lease approximately 50,000 sf of a building at 101 Eastway Drive for use as the Library Administration Center (referred to legally as Northpark Condo Land Unit 1).

**CEO Report**

Marcellus Turner provided the following updates:

- I participated in my first County Manager’s Budget Retreat, and it went well. I presented for about 7 minutes. We were in person at CPCC Harris Campus, and the retreat was completed in one day. I would say that our ask was in the middle of road compared to other departments.
- The county budget office is sending us questions, so they are working through our submission.
- Attended IMLS’ Empowering Readers, Empowering Citizens convening. Munro Richardson, Executive Director of Read Charlotte was one of the speakers at the convening. The goal of the convening was to facilitate knowledge sharing across stakeholders from libraries and local community organizations to generate new ideas and innovations for empowering readers.
- The Library will be holding the Library Services Awards Ceremony on Thursday, March 31 from 9:00am to 10:00am via Zoom with Joe Helweg as the Board’s representative but of course all Trustees are welcome to attend. We will be recognizing around 60 staff with years of service ranging from 5 to 40.
- Michael Engelbrecht is working diligently to get your Library account emails set-up.
- Shelley Book will begin scheduling our 1-on-1 meetings with Board and MT in the next few weeks.

## **Library Director Report**

Caitlin Moen provided the Story of Impact:

- Jessica, a staff member from Mt. Island location has spent time developing her Spanish language skills and although she claims to only have very basic level skills, she was able to communicate with a father who had recently relocated from Chile to Charlotte and was looking for resources for his 3-year-old daughter. Jessica was able to communicate about the many services the Library offers for no-charge and direct them to the Spanish language section. This family was able to connect this family in a meaningful way to the Charlotte Mecklenburg Library.

## **Community Read**

Meryle Leonard provided the following updates:

- We will share a more detailed update on Community Read next month after it has ended but we wanted to share what is happening across the system now.
- There are many wonderful displays across our library system for Community Read.
- We are integrating the selected books into our programming such as Storytime.
- We are giving away our Community Read books for free in the community. This was made possible by financial support from the Library Foundation.
- We are 3 weeks into the program, and we have had several author events including Crystal D. Giles and Pablo Cartaya.
- If you have not been able to participate in Community Read yet, you still have time. Please check out the books we have selected and/or attend 2 more events we have planned on March 23<sup>rd</sup> with Amman Mahew or March 30<sup>th</sup> with Ibi Zoboh.

Caitlin Moen provided the following updates:

- The Library has 3 new branch managers that we will introduce you to soon.
  - Myers Park- Lonna Vines
  - Steele Creek- Monica Jackson
  - Allegra Westbrooks Regional- Alesha Lackey

## **Action Item: Approval of the updated Room Rental Policy**

Charlotte Mecklenburg Library has heightened its focus on equity and equitable access in the past several years. It is the library's goal to make all its services, programs, and touchpoints welcoming and accessible to all.

Well before the Pandemic, the library was considering its approach to charging for use of its meeting rooms at all library locations. A working group of library managers was tasked with looking into better, more equitable ways to structure meeting room booking fees that reflected best practices throughout the library field. Moving this effort forward was paused as all community rooms were made unavailable when the library closed its community rooms for both library in-person programs and public bookings because of necessary safety protocols called for by the Pandemic.

As CML moves forward with opening more services and as protocols have been relaxed, we are preparing to open our community meeting rooms for both library programs and community use.

The current free structure for booking a community meeting room is as follows:

- For-Profit Rate: \$100
- Community/Nonprofit Rate: \$20

In keeping with our dedication to equitable access and to encourage all groups to use our library meeting spaces, we recommend Board approval to change the current fee structure to eliminate charges to community, grassroots and nonprofit groups. The change the library recommends is as follows:

- For-Profit Rate: \$100
- Community/Nonprofit Rate: No Cost

**Rationale:**

Staying true to our mission to improve lives and build a stronger community, we know that access is key. Many, if not most, community, grassroots and nonprofit groups find the fee to booking meeting rooms in our library branches a barrier. It is our desire to be a place that encourages groups of all types and levels of development to use our meeting rooms without barriers, whether real or perceived.

After some board discussion and a motion by Joe Helweg, seconded by Charles Thomas the board unanimously approved the change in fee structure for community meeting rooms that are bookable by the public.

**Next Steps:**

- Follow up with the Board on decisions around individuals reserving space
- Any data that can be provided around usage would be good to know

**Foundation Update**

Karen Beach provided the following updates:

- Tomorrow we will be announcing a \$1 MM donation to the Capital Campaign from the Howard R. Levine Foundation
- Library Giving Day is April 6. All gifts will be matched up to \$5,000 from the James Family Foundation. We are hoping for 250 donors.

**Action Item: Approve Debra Sharp, Hickory Grove Branch Manager, as the staff representative on the Foundation Board.**

Karen Beach shared the background of Debra Sharp and asked for the Boards approval to appoint Debra Sharp to the Foundation Board.

On a motion by Joe Helweg, seconded by Rob Harrington, the board unanimously approved the appointment of Debra Sharp to the Foundation Board.

**At 1:30pm, Joe Helweg adjourned the meeting.**

Respectfully submitted,

Marcellus Turner  
CEO