



REGULAR MEETING – LIBRARY BOARD OF DIRECTORS AGENDA

**JANUARY 9, 2025, 7:00 PM
BY ZOOM VIRTUAL MEETING**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Sherelle Harris at sharris@norwalkpl.org with the subject line "Public Comment" to provide written public comment prior to the meeting.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ACCEPTANCE OF MINUTES**
 - A. Regular Meeting: December 12, 2024**
- IV. PUBLIC PARTICIPATION**
- V. REPORTS**
 - A. President**
 - 1. Ralph Bloom's resignation**

2. Charter Revision

3. Library Cafe

B. Library Director

1. Review of Capital and Operating Budget meeting schedules

2. Update: Library van (CAPBUD)

3. Update: Main Library outdoor book drop (CAPBUD)

4. Update: Main and SoNo library alarm systems

5. Update: Main Library automatic sliding door installation

6. Update: Passport service

7. Sunday hours during summer months

8. Action Item: Policy Approval - Art Exhibit Release and Indemnify Policy Agreement

VI. OLD BUSINESS

VII. NEW BUSINESS

VIII. ADJOURNMENT

**CITY OF NORWALK
PUBLIC LIBRARY
BOARD OF DIRECTORS**

ATTENDANCE: Moina Noor, Chair; Laurel Peterson, Haroldo Williams, Jannie Williams
Alex Knopp (7:07 p.m.); Mary Mann, (7:07 p.m.)

ABSENT: Patsy Brescia, Vice Chair; Thomas Cullen, Ralph Bloom

OTHERS: Sherelle Harris, Library Director;

CALL TO ORDER

Ms. Noor called the meeting to order at 7:06 p.m. She called the roll and said that there was not a quorum present.

Mr. Knopp and Ms. Mann joined the meeting at 7:07 p.m. A quorum was now present.

APPROVAL OF THE MINUTES

The following corrections were noted:

Page 1, under Approval of Minutes and all other references: please change the following from:
“Janine” to Jannie”

Page 3, in **Ordinance Review**, line 3, please change the following from:

“She said that the current Committee was Ralph, Laurel and Janine.”

To:

“ She said that the current Committee was Alex, Laurel and Janine.”

**** MS. WILLIAMS MOVED THE MINUTES AS CORRECTED.**

**** MS. PETERSON SECONDED.**

**** MS. WILLIAMS MOVED THE MINUTES AS CORRECTED.**

**** MS. PETERSON SECONDED.**

**** THE MOTION PASSED WITH FOUR (4) IN FAVOR (KNOPP, NOOR, PETERSON, AND J. WILLIAMS) AND TWO (2) ABSTENTIONS (H. WILLIAMS AND MANN).**

PUBLIC COMMENTS

There was no one present to comment at this time.

PRESIDENT'S REPORT

(Moina Noor)

• **3 Belden Parking Lot** – Ms. Noor said that the Board had been in contact with the City about their decision to use a portion of the 3 Belden parking lot as a staging area for the Wall Street improvement project. Instead, the City will rent 13 spots from the Eagles for the staging area, leaving the Library to rent 17 of the previous 30 spaces rented from the Eagles for parking.

• **Library Café** – Mr. Williams said that he had received some input and guidance from the City about the café. There will be a pre-RFP session that will be held on Monday, December 16th for potential vendors to tour the site. Discussion followed about the details. Mr. Williams said that he would be sending out a copy of the document to the Board Members. Mr. Williams thanked Ms. Harris for staging the café area and compliment the new look. Ms. Harris thanked the custodians and Melissa Mastrianni for the helping.

Ms. Noor recommended that if any Board Members have a favorite café, they suggest that the café staff attend the pre-RFP presentation. Mr. Williams said that there would be an opportunity for potential vendors to ask questions.

• **Charter Revision Report** – Ms. Peterson said that there were four basic changes that the Committee had agreed upon. Ms. Harris displayed the proposed Charter Revisions on screen.

1. The NPL Board of Directors shall appoint the library director in consultation with the Mayor. Ms. Harris asked if the word should be appoint or hire.
2. The City Library Director shall report to and have such duties as are defined by the Library Board of Trustees on matters of library policies and by the City/Mayor on matters of administration. Ms. Harris suggested that they add buildings and grounds in addition to library policies.
3. The NPL Board of Director shall annually prepare a budget, advisory in nature, for submission to the Board of Estimate and to the director of Community Service of the City of Norwalk. Ms. Harris suggested the addition of jointly with the Director.
4. Said Board shall review and update a Library Strategic Plan at least every five years.

A lengthy discussion followed regarding some proposed wording changes. Ms. Noor said that the next Charter Revision would be on the 17th and the next one will be scheduled in January. She suggested that they table the issue to the January 9th meeting.

**** MS. MANN MOVED TO TABLE THE ITEM TO THE JANUARY 9, 2025 MEETING.**
**** MS. WILLIAMS SECONDED.**

Mr. Williams asked if they could meet with the State Library Representative prior to the January meeting. Ms. Noor said that she would schedule a meeting prior to the next board meeting.

**** THE MOTION PASSED WITH FOUR (4) IN FAVOR (J. WILLIAMS, H. WILLIAMS, KNOPP AND NOOR) AND TWO (2) OPPOSED (PETERSON AND KNOPP).**

LIBRARY DIRECTOR'S REPORT
(Sherelle Harris)

Ms. Harris said that she and Mr. Daniels had met with the new Finance Director earlier in the day about the budget. She displayed the Capital Budget on screen as she discussed it.

She said the SoNo door levers are American Disabilities Act (ADA) compliant, but the Main Library doorknobs are not. The Main Library doorknobs are requested again for 2025-26. She said there were two parts to the ADA-compliant request last year. She said last year the request was for ADA-compliant doorknobs and for an automatic sliding door at the main library. She said the automatic door was approved, but the doorknobs were not. She added that the automatic doors will be a major improvement for disabled patrons.

Ms. Harris said that the current library van is 18 years old and needs to be replaced. She submitted information for both an electric vehicle and a gas powdered van. She said this is the fourth year that the request for a new van has been made.

Ms. Harris gave a brief overview of the request for the digitalization of *The Norwalk Hour*. She said that this is a multi-year funded project as the City opted to pay in installments. If this request is approved, there will be one more request and the "The Hour" would be fully digitalized.

Ms. Harris also reviewed the details for the laptop vending machine contract and noted that these machines should be reconfigured along with having the laptops replaced every five years. This will cost for the project is \$17,000.

Ms. Harris explained that the FY2026 Operating Budget was not increased by much. She said there was a requested increase for taking care of the grounds and plowing and a requested increase for renting the 17 Eagles parking spots, which have been reduced to 17 spots, since the City will be taking over 13 of the original 30 spots for the staging of the Wall Street improvement project. Discussion followed about details on the MUNIS spreadsheet.

Mr. Knopp said that he felt it was a tragedy that as the sixth largest city in the State, the libraries were closed on Sundays during the summer. He wished to see this added to the Operating budget and listed a number of reasons why they should be open. He felt that at least one Libraries should be open during the summer on Sundays and suggested that perhaps they could alternate sites.

Mr. Knopp said that he felt that the Library was paying for parking in the Eagles lot when the City had not consulted with the Board originally. He said that the Parking Authority should be paying for it since they facilitated the agreement. The Library is also paying for that parking when they are closed on Sundays during the summer. Discussion followed about the details such as attendance, vacations and staffing. Ms. Harris said she would look into opening Sundays during summer months.

**** MR. KNOPP MOVED TO ADD FUNDING TO THE SUNDAY LINE BUDGET TO BE DISTRIBUTED EQUITABLY BETWEEN SONO AND THE MAIN BRANCH.**

**** MS. PETERSON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Ms. Harris said that the only other thing that they were going to increase was the book budget. She said that the downloads were becoming more expensive. She mentioned an article and stated that this is not just a Norwalk issue. Libraries are struggling with this across the country. She explained that from one vendor the average cost per usage of a download is \$8 and as Norwalk's population increases, the cost goes up and she explained that from another vendor the charge for a book in downloadable format might cost \$50.00 where the cost of the same titled hardcover is \$20 to \$30. She said the book budget has not been increased for at least 25 years and that the request is for an additional \$15,000 in the book budget. She said this was not nearly enough, but the cap she was given.

**** MR. KNOPP MOVED TO APPROVE THE OPERATING 25/26 BUDGET AS AMENDED.**

**** MS. MANN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Ms. Harris mentioned following Roberts Rules of Order in order to be in compliance with FOI. She said nothing was wrong with this mention, but suggested if new topics are introduced that are not on the agenda, they would need to adjourn the meeting to vote on suspension of the rules and the new topic and then resume the meeting.

Ms. Harris presented the homebound delivery policy. Mr. Knopp said that Corporation Counsel should review the homebound policy in case someone has an accident while delivering the books. This item was tabled in order to refer it to the City Law Department.

Ms. Harris presented the Meeting Room Policy.

**** MS. PETERSON MOVED TO APPROVE THE MEETING ROOM POLICY.**

**** MS. MANN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Ms. Harris said that they were looking at using texting services rather than the current mailing of notices. This will save on postage. They chose a vendor that the library already uses; therefore

the systems are compatible. Mr. Knopp said that the catalogue looks great. Ms. Harris said that the patrons like the catalogue.

Ms. Harris said that the furniture committee met with a Robert Lord representative on December 4th to discuss new furniture for the Main Library's reading room. The cost was approved in last year's Capital Budget. She said that the information on fabrics and furniture had been included in the packet. Ms. Harris said that they want to have furniture that is easy to move in the event the reading room needs to be repurposed.

NEW BUSINESS

There was no new business to discuss at this time.

OLD BUSINESS

There was no old business to consider at this time.

ADJOURNMENT

**** MS. PETERSON MOVED TO ADJOURN.**
**** MR. WILLIAMS SECONDED.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:33p.m.

Respectfully submitted

S. L. Soltes
Telesco Secretarial Services

**NORWALK PUBLIC LIBRARY
EXHIBITOR ASSUMPTION OF RISK; RELEASE,
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Exhibitor Information:

Name: _____ (the "Exhibitor")

Address: _____

Email: _____. Phone No.: _____

Exhibit(s) Title and Description (the "Exhibit(s)")

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I, the undersigned Exhibitor, requests permission to ~~install, display and remove upon conclusion of display that~~ at the required time the Exhibit(s) described ~~above~~ below at the City of Norwalk Public Library (the "Library"). In consideration of the privilege to display the Exhibit(s) at the Library, I, the undersigned Exhibitor hereby agrees to the following:

1. I have received, read, accept and agree to comply with the "Norwalk Public Library Exhibit Policy" and "Exhibit Guidelines" in effective as of the date hereof.

2. I will be responsible for installing and removing the Exhibit(s) at my sole cost and expense at pre-arranged times approved in writing by the Library Director ~~of the Library~~. The Library Director of the Library reserves the right to require removal of the Exhibit(s) at anytime and for any reason whatsoever in exercise of heron their sole and absolute discretion, and in such event, I will be responsible for removing the Exhibit(s) ~~at such earlier time~~ at my sole cost and expense at such time earlier directed. The manner and method of installation and removal of the Exhibit(s) shall be pre-approved by the Library Director ~~of the Library~~, and I agree to be responsible for and any and all damages caused to the Library in connection with ~~by~~ the installation and/or removal of the Exhibit(s). If the Exhibit(s) is not removed at the pre-arranged approved time (or such other time determined by the Library Director ~~of the Library~~), the Library may remove the Exhibit(s) and arrange for storage of same, and in such event, the Exhibitor agrees to reimburse the City of Norwalk or the Library for all costs incurred by either of them as a result suc removal and/or storage thereof.

3. I acknowledge and understand that the (i) Exhibit(s) will be displayed in a public area for public viewing; (ii) art exhibits (including the Exhibit(s)) may be subject to public objection, demonstration, or protest; vandalism; disappearance; theft or damage while on display at or in the possession of Library; (iii) the Library does not insure or provide security for the Exhibit(s) while the Exhibit(s) is on display at or in the possession of Library; (iv) I have been advised by the Library to obtain and maintain to carry adequate insurance for the Exhibit(s) while the Exhibit(s) is on display at or in the possession of Library; and (v) the privilege of displaying the Exhibit(s) at the Library would not be granted without agreeing to the terms and conditions of this Agreement.

4. I hereby represent that I have all rights, title and interest in and to the Exhibit(s) necessary to authorize the display of the Exhibit(s) at the Library, including, without limitation, all intellectual property rights.

5. I ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE FORESEEABLE RISKS OF INSTALLING, DISPLAYING OR REMOVING THE EXHIBIT(S) IN AN UNSECURED PUBLIC AREA FOR PUBLIC VIEWING, INCLUDING, BUT NOT LIMITED TO, PUBLIC OBJECTION, DEMONSTRATION OR PROTEST; VANDALISM; DISAPPEARANCE; THEFT; OR DAMAGE OF OR TO THE EXHIBIT(S). I KNOWINGLY AND VOLUNTARILY AGREE TO ASSUME ALL RISKS, DAMAGE OR LOSS OF OR TO THE EXHIBIT(S) ARISING OUT OF THE INSTALLATION, DISPLAY, REMOVAL OF THE EXHIBIT(S) AT THE LIBRARY FROM ANY AND ALL CAUSES WHATSOEVER.

6. NEITHER THE CITY OF NORWALK NOR THE LIBRARY SHALL BE LIABLE FOR ANY INJURY TO THE EXHIBITOR (OR THEIR EMPLOYEES), OR DAMAGES OR LOSS OF OR TO THE EXHIBIT(S), ARISING OUT OF THE INSTALLATION, DISPLAY OR REMOVAL OF THE EXHIBIT(S) AT THE LIBRARY. I HEREBY RELEASE AND HOLD HARMLESS THE CITY OF NORWALK AND THE LIBRARY ~~HARMLESS FROM~~ AND AGAINST ANY INJURY TO THE EXHIBITOR (OR THEIR EMPLOYEES), OR DAMAGES OR LOSS OF OR TO THE EXHIBIT(S), ARISING OUT OF THE INSTALLATION, DISPLAY, REMOVAL OF THE EXHIBIT(S) AT THE LIBRARY FROM ANY CAUSE WHATSOEVER.

7. I, THE UNDERSIGNED EXHIBITOR, AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF NORWALK AND THE LIBRARY, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND JUDGMENTS, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPERT COSTS) ARISING OUT OF (i) THE NEGLIGENCE, INTENTIONAL MISCONDUCT, ACTS, OMISSION OR ERRORS OF UNDERSIGNED EXHIBITOR, OR THAT OF THE UNDERSIGNED EXHIBITOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS AND AGENTS; (ii) THE UNDERSIGNED EXHIBITOR BREACH OF THIS AGREEMENT; (iii) ANY FALSE AND MATERIAL MISLEADING REPRESENTATIONS MADE SET

~~FORTH~~ HEREIN; OR (iv) THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS CLAIMS.

8. THE EXHIBITOR HEREBY EXPRESSLY WAIVES ALL RIGHTS CONFERRED UPON THE EXHIBITOR AS AUTHOR IN, TO AND OF THE EXHIBIT(S) UNDER TITLE 17 U.S.C. § 106A, AND ANY OTHER RIGHTS OF THE SAME NATURE GRANTED BY OTHER FEDERAL, STATE OR FOREIGN LAWS IN CONNECTION WITH THE DISPLAY OF THE EXHIBIT(S) AT THE LIBRARY, INCLUDING, WITHOUT LIMITATION, FROM VANDALISM TO OR REMOVAL OF THE EXHIBIT(S) FROM DISPLAY.

9. The Exhibitor shall not assign to transfer any of its rights or obligations set forth in this Agreement and any attempt to do so shall be void and of no effect *ab initio*.

10. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision herein, and each provision herein shall be severable and enforceable to the extent permitted by law.

11. The laws of the State of Connecticut will govern all questions concerning the construction, validity and interpretation of this Agreement, without regard to ~~the that~~-state's conflict of laws rules. Any action arising out of or relating to any of the provisions of this Agreement may be brought and prosecuted only in the courts of the State of Connecticut or the United States District Court for the District of Connecticut and the undersigned Exhibitor expressly consent to the jurisdiction of said courts and to service of process by express courier at the address of the Exhibitor as set forth herein above.

12. If the Exhibitor is an entity (e.g. corporation, limited liability company, etc. . .), the Exhibitor represents that it has, and exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and that this Agreement is duly executed and delivered by an authorized corporate representative, in accordance with such representative's powers to bind the Exhibitor hereunder, and constitutes a valid and binding obligation on and enforceable against the Exhibitor.

13. This Agreement may be executed and delivered via facsimile or electronic mail by Exhibitor and the City of Norwalk and Library may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

Exhibitor Signature

Dated

Name: _____

Legal Capacity (if applicable)_____

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HOLDHARMLESS AND INDEMNIFICATION AGREEMENT**

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Dated

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Legal Capacity (if applicable) _____