

**LEXINGTON ARTS AND CRAFTS SOCIETY, INC.**  
**Minutes of the Board of Directors**  
**December 2, 2019 Meeting**  
(Approved January 28, 2020)

**Board Members Present:**

Todd Carey	Matthew Siegal	Louise Hara
Susan St. Maurice	Katina Leodas	Peter Kelley
Peter Bain	Bruce Neumann	Rachel Rosenblum
Wayne Davis	Nancy Cornelius	Jenny Pyle

**Board Members Absent:**

Lee Webster	Lauri Hugentobler	Mireille Gart
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Unless otherwise defined in the text of any Vote, all capitalized terms have the meanings as defined in the Bylaws of the Corporation, as adopted March 23, 2019.

The term “Gallery Renovation Project” refers to the renovation of the space on the first (entrance) level of the front LexArt building at 130 Waltham Street, currently containing the Parsons Gallery, a kitchen, a bathroom, and storage area.

President Wayne Davis called the meeting to order via teleconference at 4:00 pm.

**1. APPROVAL OF PROPOSED DONOR AGREEMENT**

Wayne explained that Joseph Nye, husband of long-time LexArt member and former President Molly Nye had proposed a gift of \$250,000 to LexArt to honor Molly and to support renovation of the Parsons Gallery and adjacent space. Wayne explained that the Nyes had approached him some weeks before about the idea, and that he had consulted with several board members with large gift experience (specifically Todd Carey and Matthew Siegal) and had researched modern institutional and university practices around large gift acceptance and naming rights. He also consulted, with members Louise Hara and Chin Lin (both architects and members of the Building Committee) on architectural possibilities and requirements for a renovation. This resulted in the drafting of a Donor Agreement between Joseph Nye and LexArt (attached as Appendix A.)

Wayne asked that the Board to approve the Donor Agreement. He stated that the swift approval would enable the project to get started immediately, with the hope of completing construction this summer. He said that the renovation would be a very tangible symbol of the new directions the Society is taking, and could be a catalyst to promote additional progress.

There were a couple of questions around the previous board discussions on either moving to another facility or substantially changing the front part of the building. Would acceptance of this gift prevent considering those possibilities in the future? Wayne responded that, with this proposed gallery renovation, Chin and Louise have come up with some conceptual plans for the back of the building that would complement the renovation of the gallery and the front of the building. Under the best of circumstances, however, we are still at least 2-3 years from being able to start more detailed planning of such changes. It might take a year or two to do such planning, and then a capital campaign of that

magnitude (perhaps \$8-\$15 million) would itself be a multi-year endeavor before any construction could even begin. So we are at least 6 or 7 or more likely up to 10 years out from even touching the front gallery again. The value of doing the proposed renovation now is to help us build audience, offer more ambitious shows and generally to make a better case for a larger project.

Matthew also asked about the length of time that we would retain the name of the gallery (Molly Harding Nye Gallery). Wayne explained that the name stays with the gallery unless and until it is significantly renovated, upgraded, modified, relocated, or replaced. In that event, the Nyes or their children would have the right to have another comparable and significant space carry the name. That right is not in perpetuity and so ends with their children's lives

Upon motion of Rachel Rosenblum, seconded by Katina Leodas, the following resolution was adopted.

**WHEREAS** Joseph S. Nye, Jr. has donated \$100,000 to LexArt for the purpose of supporting renovation of the main gallery space; and

**WHEREAS** Professor Nye has offered to donate an additional \$150,000 towards the Gallery Renovation Project (the total \$250,000, the "Nye Gift"); and

**WHEREAS** Professor Nye has requested that the renovated gallery be named in honor of his wife, past president of the Corporation, and long-time member Molly Harding Nye;

**WHEREAS** the Board of Directors wishes to accept the offered Nye Gift; and

**WHEREAS** the Board of Directors believes it would be prudent to document certain understandings around receipt of the gift, its intended uses, and expectations concerning associated naming rights.

**NOW, THEREFORE** it is hereby **VOTED** as follows:

**VOTED:** That, the Board of Directors approve the proposed Gift Agreement between Joseph S. Nye, Jr., and LexArt, attached hereto as Appendix A.

**VOTED:** That, the President or Vice President is authorized to execute the proposed Gift Agreement on behalf of the Corporation in substantially the form as set forth in Appendix A.

**VOTED:** That, following receipt by LexArt of the full proposed gift of \$250,000 and completion of the Gallery Renovation Project, the main gallery and adjacent spaces be renamed as the "Molly Harding Nye Gallery."

**VOTED:** That, the Board of Directors expresses its profound thanks and appreciation to Joseph S. and Molly Harding Nye for their generosity and dedication to LexArt.

**Adopted** by unanimous vote.

## **2. APPOINTMENT OF AD HOC SELECTION COMMITTEE**

Wayne explained that, in order to meet the aggressive timetable, the Building Committee had already published a Request for Proposals (attachment B) to several architectural design firms; four had

responded positively (though one has since withdrawn), and that interviews have been scheduled for December 16. We now need to appoint an *ad hoc* committee to select the winning firm. Upon motion of Rachel Rosenblum, seconded by Jenny Pyle, it was

**VOTED:** That, an *ad hoc* Selection Committee be created for the purpose of selecting an architectural firm to prepare plans for the renovation of the main gallery and adjacent space to create a new gallery, office space, storage, and ADA-compliant accessible bathroom.

**VOTED:** That, Louise Hara, Chin Lin, Matthew Siegal, Molly Nye, Peter Kelley and Wayne Davis be appointed to serve on the *ad hoc* Selection Committee.

**VOTED:** That, the President is authorized to appoint such other members to the Committee as he deems appropriate.

**Adopted** by unanimous vote.

### **3. AUTHORIZATION OF EXPENDITURES**

Wayne asked for authorization to begin paying for design services and to do hazardous materials testing, since we believe there is a likelihood of asbestos in the floor and/or ceilings. We do not yet have proposals from the architects, but he thought that \$30,000 should be more than adequate at this stage to get started. He stated that total design and engineering costs would likely be somewhat higher, and that actual abatement expenses (if hazardous materials are confirmed) would be separate. He stated he would return for further authorizations as more information became available.

Upon motion of Bruce Neumann, seconded by Jenny Pyle, it was

**VOTED:** That, up to \$30,000 be authorized for architectural and engineering planning services and hazardous materials testing in connection with the Gallery Renovation Project, such funds to be drawn from the Nye Gift.

**Adopted** by unanimous vote.

### **4. CONTINUED RECOGNITION OF PHILIP PARSONS, SR.**

Wayne stated that one of the challenges of the project was how to handle the naming. The current gallery is named in honor of Phil Parsons, who (along with his wife) was one of the co-founders of the Society, a former President, and a long-time and much-beloved painting instructor. Based on his research, it appears that the gallery was named in Parsons' honor in the early 1970s, perhaps in connection with the final addition to the facility. There is no record of a donation being given at that time or of any agreement with Parsons or his family. He stated that he had researched naming practices at various non-profit institutions and that, in the absence of an explicit agreement with a donor that a gift will have naming rights in perpetuity, that names do go away as buildings are abandoned or renovated. In that case, the original honoree is typically recognized through a plaque or

some other form of memorial. The best practice these days is to be explicit about naming rights in a donor agreement (as is done in the Donor Agreement with Joseph Nye), but none exists in this case.

Wayne stated that he intended to reach out to the Parsons family to initiate discussions with them about an appropriate way to continue to recognize Phil Parsons' contributions. He asked that the Board pass a resolution stating its intent and determination to continue the recognition. He also asked that Board Members and the guilds propose appropriate ideas.

Bruce Neumann suggested that the woodworkers might build a piece of furniture or some other object with a memorial plaque (similar to the bench and lectern), to recognize Philip Parsons.

On motion of Rachel Rosenblum, seconded by Matthew Siegal, the following resolution was adopted.

**WHEREAS:** Philip Parsons, Sr. was a co-founder of the Corporation, served as president, and was a much beloved and widely respected teacher for many years; and

**WHEREAS:** The Parsons Gallery was named in his honor; and

**WHEREAS:** Upon completion of the Gallery Renovation Project, the gallery will be renamed; and

**WHEREAS:** Notwithstanding the renaming of the Parsons Gallery, the Board of Directors believes it appropriate and important to continue to honor Philip Parsons, Sr.

**NOW, THEREFORE** it is hereby **VOTED** as follows:

**VOTED:** That the Board of Directors requests and directs the President to consult with the family of Philip Parsons, Sr., the Development Committee, and such other Members as he deems advisable and to recommend to the Board of Directors an appropriate means to permanently recognize Philip Parsons Sr.

**Adopted** by unanimous vote.

## **5. GENERAL AUTHORIZATION FOR DECEMBER 2, 2019 BOARD MEETING**

Wayne asked that the Board pass a general authorization to enable the officers to carry out the votes adopted. On motion of Bruce Neumann, seconded by Matthew Siegal, it was voted:

**VOTED:** That, the President, Vice President, Treasurer and Clerk of the Corporation be, and each of them acting singly hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any and all certificates, agreements and other documents, take any and all steps and do any and all things which any such officer may deem necessary or advisable in order to effectuate the purposes of each and all of the foregoing votes.

**Adopted** by unanimous vote.

Bruce noted that this is a significant transition point for LexArt. This gift will change the way that people think because they will see that we have people who believe in the organization and are willing to make substantial donations to LexArt. Wayne encouraged all of us to reinforce this message.

Bruce will announce this to the Gallery Committee tonight at their meeting (to be kept confidential until the HMP Preview Party), Wayne will announce this to the members at the HMP Preview Party tomorrow night.

The meeting was closed at 4:50 pm.

Respectfully submitted,



Terumi Irizawa

Clerk

## ATTACHMENT A - CONFIDENTIAL

### Gift Agreement

This Gift Agreement (“**Agreement**”), effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is made and entered into by and between Joseph S. Nye, Jr. whose address is 1932 Massachusetts Ave., Lexington, MA 02421 (the “**Donor**”) and the Lexington Arts and Crafts Society, Inc. whose address is 130 Waltham St., Lexington, MA 02421 (“**LexArt**”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

#### RECITALS

The Donor wishes to make a charitable gift to LexArt for the use and benefit of LexArt as set forth in this Agreement.

The Donor and LexArt wish to acknowledge and publicly recognize Molly S. Nye (the “**Honoree**”) for her years of dedication, leadership and service to LexArt and to the promotion of arts education in Lexington and the surrounding communities.

LexArt desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

#### AGREEMENT

- 1. Gift.** Donor hereby pledges to LexArt a gift in the amount of \$250,000 (the “**Gift**”) which will be utilized by LexArt for the purpose hereinafter set forth.
- 2. Purpose.** The Gift will be used to support the renovation of the Parsons Gallery and adjacent space for use as gallery exhibit and sales, office, accessible restroom and storage, including direct, indirect and administrative costs related to supporting the renovation, at LexArt’s building located at 130 Waltham St., Lexington, MA (the “**Facility**”).
- 3. Schedule and Form of Contributions.** The Gift is an irrevocable pledge that will be paid to LexArt during 2019 and 2020. LexArt acknowledges receipt of an initial payment of \$100,000. Donor agrees to make the remaining payment of \$150,000 prior to May 31, 2020.

Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all gift payments meets the foregoing schedule. Payments shall be paid by Donor to LexArt via check, electronic funds transfer, or other methods acceptable to Donor and LexArt. If, at the time of the Donor’s death, any amounts remain outstanding on the pledge, it is the Donor’s intention that the outstanding amount becomes a debt of his/her estate and that his/her personal representatives pay such debt to LexArt.

- 4. Acknowledgment.** In grateful recognition of the Donor’s generosity, and in reliance upon this Agreement, LexArt agrees that the current main gallery and adjacent space at the Facility (the “**Named Space**”) will be designated the “Molly Harding Nye Gallery” (the “**Naming**”). Subject to the terms of this Agreement, the Naming will last for the useful life of the Facility as reasonably determined by LexArt’s Board of Directors.

## **ATTACHMENT A - CONFIDENTIAL**

The Donor's name may be publicized in relation to the renovation project. Separate and distinct from the Naming described herein, the Donor agrees to be recognized in publications and gift listings as "Joseph S. Nye, Jr. in honor of Molly Nye."

- 5. Termination of Naming.** In addition to any rights and remedies available at law, LexArt may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
- a. In the event of any default in payment of the Gift as provided in this Agreement; or
  - b. In the unlikely event LexArt determines in its reasonable and good faith opinion that the Donor's or Honoree's activities reflect negatively on LexArt's public image, or are in material conflict with its mission.

Upon any such termination of this Agreement and/or the Naming hereunder, LexArt shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. LexArt, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

- 6. Modification of Naming.** If during the useful life of the Facility:
- a. The Facility is destroyed or severely damaged by fire, flood, or other casualty, and if LexArt is able to rebuild the Facility with the proceeds of insurance payments, the Naming will continue in the replacement Facility in substantially the same manner as it appeared in the original Facility.
  - b. The Facility is demolished or abandoned because of obsolescence or other circumstances and is not replaced, or not replaced with the proceeds of insurance, then the Naming will cease.
  - c. The he Named Space is significantly renovated, upgraded, modified, relocated, or replaced, then the Naming will cease. In such event, however, the Donor and/or Honoree, if available, or if they are not available the Donor's and Honoree's children by a majority of those then living, and in consultation with and as mutually agreed by LexArt, will have the right for no additional payment to have another significant LexArt facility or space named after the Honoree, as reasonably determined by the LexArt Board of Directors.
- 7. Publicity.** For purposes of publicizing the Gift and the Naming, LexArt will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor and Honoree in photographic, audiovisual, digital or any other form of medium (the "**Media Materials**") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing LexArt's development and business activities.
- 8. Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
- 9. Tax Exempt Entity.** LexArt represents that it received a determination letter that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LexArt's Federal Tax Identification number is 04-6072895.

**ATTACHMENT A - CONFIDENTIAL**

**10. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreements, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto or their successors, which in the case of the Donor shall mean the Honoree if she is then living, or if not the Donor's and Honoree's children by majority of those then living. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

**10. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Middlesex County, Massachusetts, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

**ACCEPTED AND AGREED TO:**

**Joseph S. Nye, Jr.**

**The Lexington Arts and Crafts Society, Inc.**

\_\_\_\_\_

By:

\_\_\_\_\_

Wayne H. Davis  
President





Lexington Arts & Crafts Society  
130 Waltham Street  
Lexington, MA 02421  
781-862-9696  
*LexArt.org*

**Attachment B**  
**CONFIDENTIAL**

## **Request for Planning Proposal**

November 20, 2019

***Responses Requested by December 12, 2019***

LexArt, one of the oldest arts and crafts societies in New England, is seeking a proposal for architectural service for the Planning Phase of the renovation of their gallery and support spaces.

LexArt is located at 130 Waltham Street in Lexington MA. The building was built in 1953-54 with two later (1975, 1973) additions to the back, forming the long narrow building with a large parking lot to the south of the building. The original building, located closest to the street, houses the Parsons Gallery, a kitchen, a non-ADA-compliant bathroom, and storage on the upper floor and the ceramics guild space below it. The gallery is used actively, hosting several sales and up to a dozen shows a year including the Bi-Annual State of Clay, the most important ceramics show in the north east region.

The building is a mix of concrete and wood construction. The floor appears to be concrete slab with supporting beams running in the east-west direction. The roof is wood framing with cross ties at the rafters about midway of the span. The building has not seen any major renovation or upgrade since it was built. Over a decade ago, the current carpet floor was installed. The same carpet was also installed on the wall providing a surface for flexing hanging options. The lighting system was replaced with new LED track light system a few years ago.

### **Goals for the Project**

- a. Renovate the upper floor to support its mission for the next 20 years.
- b. Remove the kitchen.
- c. Provide staff spaces for one closed office and one additional staff work station which will also act as gallery sitter/receptionist.
- d. Provide an accessible bathroom.
- e. Provide storage for the support materials associated with the gallery.
- f. Assist LexArt in space planning for the vacated staff space in the current office.

### **Scope of Work for Planning Phase**

- A. Provide existing condition drawings for this part of the building.
- B. Provide planning and development of preliminary options to achieve the stated goals.
- C. Provide cost estimates, both construction and A&E cost, for each option including alternates and schedule.
- D. Review and advise possible code / permitting issues which may be triggered by this project
- E. Provide one planning meeting with LexArt on the impact to the remaining building with the selected option.
- F. Work with LexArt to select one final option.

At the end of the Planning Phase, if there is an acceptable option within budget, LexArt may elect to move forward with completion of the project. LexArt has budgeted \$150,000 for the construction cost portion of the Project.

**Request for Proposal**

Please provide fee proposal for the following two phases:

1. Planning Phase as describe above (firm fixed price).
2. Architectural and Engineering fee from end of Planning Phase to completion including but not limited to normal permitting, shortlisting contractor, bidding, and construction administration based on an estimated construction budget of \$150,000 and a summer 2019 construction schedule. (Estimate)

**Schedule**

**Proposals Due:**      December 12, 2019 at 5:00 pm

**Interviews:**      TBD (likely December 16)

**Selection:**      By December 22, 2019 for Planning Phase.

Work for Architectural and Engineering to be awarded separately at end of Planning Phase, subject to mutual agreement of the parties.

**Work.** The selected firm will start working as soon as possible following selection and complete the Planning Phase of the project between 45 to 60 days. LexArt would prefer to begin construction starting June 17, 2020 or as soon thereafter as possible, with the goal of obtaining certificate of occupancy by early fall. It is expected that the firm has capacity to complete the work necessary to achieve the schedule of occupancy by fall of 2019.

**Required Elements of Proposal**

- A. Description of Proposed Services
- B. Anticipated Work Schedule
- C. Fees
- D. Firm Profile and relevant experience
- E. Bios of Personnel and Description of Roles
- F. Proposed Form of Contract

**Confidentiality and Non-disclosure.** LexArt requests that this Request for Proposals be treated confidentially and not disclosed to any persons outside the recipient’s firm and that all personnel inside the recipient’s firm with knowledge of the Request be advised of the requirement of confidential treatment.

**Contact on Behalf of LexArt**

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617-510-4513