

Thursday, November 4, 2004 (the *November 2004* meeting)

1. **Quorum and Call to Order.**

- a. The meeting was called to order at 8:24 pm by President Anne Sergeant. The meeting date (first Thursday instead of first Tuesday) and location (Charlie Pilzer's home) had been agreed to by the Board members, as the original date (November 2) was election day.
- b. The following FSGW Board Members were present, constituting a quorum: Anne Sergeant (President), Tom Spilsbury (Treasurer), April Blum (Secretary), Lesley Frank (Newsletter), Lynn Pastore (Membership), Charlie Baum (Special Programs), Charlie Pilzer (Monthly Programs), Tom Tucker (At Large) and Tim Livengood (At Large). No one has accepted the Publicity assignment for 2004-2005. Janine Smith (Dance) arrived shortly after the meeting began.
- c. Betsy Platt (Vice President) was absent.
- d. The following non-Board members were present: Dean Clamons and Dwain Winters.

2. **Approval of Minutes.**

- a. October 2004.
  1. The October minutes were reviewed.
  2. ***Resolved: That the Minutes for October 2004 be adopted.***  
**Lynn Pastore moved that the October 2004 minutes be approved. Tom Tucker seconded. By voice vote, the Motion was unanimously approved.**

3. **Washington Folk Festival.**

- a. ***Coordinating Committee.***
  1. Dean and Dwain have asked Charlie Pilzer to join the Washington Folk Festival Coordinating Committee (hereafter "WFFCC"), to replace Dean.
  2. Tom Tucker asked if the Board needed to act formally to accept Charlie Pilzer as the new WFFCC member. April Blum pointed out that the Board does not formally accept Nominating Committee members. It was agreed that a motion and formal resolution were not necessary.
- b. ***GEPPAC Agreement.***
  1. Dean handed out a proposed Agreement with GEPPAC, which was not presented to the Board in advance of the meeting. Charlie Pilzer stated that the Agreement was similar to or better than the agreement from the previous year.
  2. Dwain insisted that the FSGW Board commit to going forward and wanted Anne Sergeant as President to sign the Agreement presented to the Board at this meeting.
  3. Dwain stated that GEPPAC originally assumed that festivals such as WFF would be a source of revenue, generating approximately \$10,000 per festival, and that there would be 3-5 such festivals per year. GEPPAC has belatedly come to the realization that this assumption was extremely unrealistic, and that major commercial underwriting for such festivals is necessary.
  4. Dwain further stated that from GEPPAC's perspective, permitting FSGW to use the entire Park for the 2-day WFF means GEPPAC loses Bumper Car Pavilion rentals and Ballroom rentals, which they calculate as a loss of \$5,000-\$8,000 dollars. The Dance Chair and other Board members did not understand how GEPPAC reached this figure, and asked for additional information on how GEPPAC made the calculation.
  5. Dwain stated that this Agreement was a "one-year" arrangement, and that any agreement for following years would contain a very different fee agreement.
- c. ***Sponsorships.***

1. Last year, GEPPAC stated that they would pursue fundraising for the WFF; this year, they intend to do fundraising only for GEPPAC generally, and not for specific events such as WFF.
  2. There are provisions in the Agreement that are unchanged from the previous year regarding fundraising, but both Dwain and Charlie Pilzer indicate that any GEPPAC fundraising on behalf of WFF is extremely unlikely.
  3. Tim asked if the lack of corporate sponsors is because GEPPAC has not made an effort to find them, or because folk festival attendees tend not to have "deep pockets."
- d. ***Financial Arrangements.***
1. GEPPAC requires payment of \$2500 by WFF.
  2. All revenue generated by WFF will then go to FSGW until the "break even" point (the point at which all expenses are covered by revenue).
  3. After all expenses have been covered, net profit will be split 50/50 between GEPPAC and FSGW, ***except that*** if GEPPAC has found any sponsors, then GEPPAC is entitled to 75% of the profit, up to an amount equal to the sponsorship. Several members of the Board objected to this aspect of the Agreement. WFFCC members argued that because it was extremely unlikely that GEPPAC would manage to successfully sign up any corporate sponsors, the issue was not likely to arise, and therefore the language could be permitted to stay in the Agreement.
- e. ***Increase in Revenue.***
1. Current revenues are estimated at \$1 per attendee. There was general agreement that WFF must be much more aggressive in getting donations, including a suggestion that donations be solicited at the various stages, as well as at the door.
  2. It was suggested that the longer sets break at the half for donation solicitation.
  3. Craft fees should be raised.
  4. A solicitation letter should be drafted and mailed.
  5. Much more aggressive marketing and publicity is necessary.
  6. Better identification and solicitation of stage sponsors is necessary. The Park Service has specific regulations about what sort of "acknowledgment" can be provided (for instance, if a corporate name is on a stage or tent, the size of the print is subject to regulation). However corporate names could be printed on t-shirts, or announced from the stage.
  7. Dwain hoped to build a cadre of stage sponsors, but provided no details as to how he intended to do so.
  8. There was general agreement that stage sponsors should be sought immediately; March was much too late to begin solicitation efforts.
- f. ***Miscellaneous.***
1. The financial accounting between GEPPAC and WFF needs to be completed within sixty (60) days.
  2. All language on signs at WFF must be cleared with the Park Service in advance.
- g. ***Conflict of Interest.***
1. Anne Sergeant pointed out that Dwain should not have been representing FSGW to GEPPAC and GEPPAC to FSGW, as it is in both FSGW's and WFF's best interests to avoid even the appearance of impropriety, and to ensure that the contract can be characterized as a proper transaction between unrelated entities.
  2. Dwain, when asked about the contract process, stated that contract negotiations are handled for GEPPAC by its Management Operations Committee.

3. WFFCC agreed that in the future, all negotiations between FSGW and GEPPAC will include a non-WFFCC representative from the FSGW Board.
  - h. ***Approval of Agreement between FSGW and GEPPAC.***
    1. Charlie Pilzer stated that he would recuse himself from voting on approval of the Agreement, but pointed out that the time factor was significant, and wanted to be sure that the Agreement was signed before December 31, 2004.
    2. Charlie asked if the Board thought FSGW should sponsor a Festival, and if such a Festival should be at Glen Echo, and if both answers were "yes," then was the GEPPAC Agreement presented to the Board that evening satisfactory.
    3. The Board declined to consider a motion requiring ratification or execution of the Agreement, but the Board agreed as follows:

***It is the FSGW Board's intention to sign an agreement with GEPPAC covering the use of Glen Echo Park for the 2005 Washington Folk Festival, subject to review, revision, and approval by legal counsel of such agreement.***
  - i. ***Budget.***
    1. Charlie Pilzer submitted a proposed budget.
    2. Tom Spilsbury pointed out that during FSGW Board budget discussions, it had been decided to authorize expenditures of only \$25,000, and the WFF budget submitted by the WFFCC was \$30,000.
    3. Charlie Pilzer agreed to revise and resubmit the budget at the next meeting.
4. **Increase in Membership Dues.**
- a. There was a brief discussion of the original numbers proposed. The final decision was as follows: :
    1. Individual memberships:
      - One year, \$31.
      - Two years, \$57
      - Three years \$84
      - Lifetime: \$500
    2. Family memberships:
      - One year, \$43
      - Two years \$82
      - Three years \$122
      - Lifetime: \$750
    3. Student: \$22
  - b. ***Resolved: That dues for FSGW Membership be raised as stated, effective at 12:01 am on February 6, 2005.***

**Tom Tucker moved that dues be increased as stated. Janine Smith seconded. By voice vote, the Motion was unanimously approved.**
5. **Committee Reports.** As the WFF discussion had run so late, April Blum suggested that Committee Reports be tabled unless there was something urgent to report.
6. **Motion to Adjourn.**
- a. ***Resolved: That the November 4, 2004 (November 2004) meeting be adjourned. April Blum moved to adjourn, Tim Livengood seconded the Motion. By voice vote, the Motion was unanimously approved.***