

CITY OF ELKHART LERNER BOARD MEETING AGENDA

Common Council Chambers

10:00 a.m., Wednesday, March 13, 2024

<https://coei.webex.com/coei/j.php?MTID=mdd442a343554cda33d7af845f5026d46>

Meeting Number: 2315 230 9208, Meeting Password: Lerner24

1-415-655-0001

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. MINUTES Regular Meeting January 10, 2024**
- 4. TREASURER'S REPORT**
 - **Financial Report January 31, 2024- Michelle Adams (Kruggel, Lawton, and Co.)**
 - **Claims and Allowance Docket**
- 5. PRESIDENT'S REPORT**
- 6. FRIENDS OF THE LERNER**
- 7. CRYSTAL BALLROOM CATERING REPORT**
- 8. PREMIER ARTS REPORT**
- 9. GENERAL MANAGER'S REPORT**
- 10. NEW BUSINESS**
 - **Fox Valley Co. Agreement**
 - **Organ Upgrade**
- 11. PUBLIC PARTICIPATION**
- 12. ADJOURNMENT**

LERNER THEATRE BOARD
Wednesday, February 14, 2024

President Gary Boyn called the Regular Meeting of the Lerner Theatre Board to order at 10:00 a.m. on Wednesday, February 14, 2024. The Clerk of the Board, Nancy Wilson called the roll. Gary Boyn, Jamie Arce, Diana Lawson, Carrie Berghoff, Ashley Martin and Dina Harris attended in-person. Dallas Bergl was absent.

1. AGENDA

On motion by Dina Harris, seconded by Diana Lawson and carried 6-0, the agenda was approved as presented.

2. MINUTES: Regular Meeting January 10, 2024

On motion by Ashley Martin, seconded by Dina Harris and carried 6-0, the Board approved the minutes from January 10, 2024.

3. TREASURER'S REPORT

Financials December 31, 2023

Michelle Adams of Kruggel, Lawton and Co. attended the meeting on WebEx. The December 31, 2023 financial report was submitted to the Board for review. Total operational expenses of \$1,726,616 were covered by a City contribution of \$956,638 (55%) and a Lerner contribution of \$769,978 (45%). This compared with 2022 City's contribution of 33% and the Lerner's contribution of 67%. The net income from Theatre operations only (shown as Gross Profit) at the end of the period was \$678,113 which was a decrease of (\$262,910) from 2022. The YTD net loss for all Lerner operations (including City expenses) at the end of the period was (\$6,638) which was a decrease of \$984,368 from the net income on last year's statement of \$977,730. On budgeted City Operational Expenses alone we were under-budget by \$559,631 year to date. On motion by Dina Harris, seconded by Ashley Martin and carried 6-0, the Financials from December 31, 2023 were approved.

Claims

On motion by Jamie Arce, seconded by Diana Lawson and carried 6-0, the Board approved the claims and allowance docket totaling \$118,949.51 as listed on the register consisting of 5 pages, prepared on February 12, 2024 at 2:51 p.m.

4. CRYSTAL BALLROOM CATERING

Kurt Janowsky attended the meeting on WebEx. He said January was a very good month for the Ballroom. The year is finished strong with \$1,006,737 in Total Commission Sales, and was a very good year, the second best year in the Ballroom. For the first time he could remember there were no events in the theater in January.

5. GENERAL MANAGER'S REPORT

The General Managers report has been inserted in the minutes as presented.

GENERAL MANAGER REPORT PREPARED BY: MICHELLE FRANK

Activity (February-April)		As % of 90 days	
41 Events		46%	Activity in theatre
21 Ticketed Events		23%	Ticketed events
8 Non-Ticketed Events		9%	Non-Ticketed events
12 Rehearsal Dates		13%	Rehearsal Space

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Compare to 2023 Board Report Ticketed Events: 12

Compare to 2023 Board Report Non-Ticketed Events +Rehearsals: 26

- January was light with events, as is customary. It was a blessing to be light with events, so it gave us time to get up to speed with Ticketmaster and allow our part-time staff better training time under the system. The team at Ticketmaster has been tremendous with helping our full-time staff navigate the system as well, including being on site for our first national tour to help our volunteers with scanners, assist Box Office staff and help Kruggel Lawton, Sarah Macer and myself with the settlement process.
- Under new business for this month, there is one policy change request for the LGB centered around safety and security. This policy request solidifying the standard number of ushers, event security and armed police per local or concert event. It also is establishing a weapon ban for promoters and/or events that require the venue to adhere to a no weapons policy for that event. After vetting other city and county owned facilities in the state of Indiana, the proposed policy change is what I am recommending to ensure that The Lerner meet the requests of any event organizer renting the facility that is requesting no weapons at their event, while also ensuring that the building itself as a city-owned venue, does not take an overall venue policy that would eliminate all weapons in the facility. This recommendation would allow the renter of an event to request via contract and designation form that they would like their event to eliminate weapons and The Lerner, as the rental facility, would ensure that their wishes be carried out.
- In the conversation centered around safety and security, I have been working on facilitating a community-wide safety and security preparedness seminar with Mark Herrera, Director of Safety and Security for the International Association of Venue Managers. This Venue and Event Safety & Security Training will be taking place at The Lerner Theatre on April 9th. We will be extending invitations to all City Departments, community event organizers, Downtown Merchants Association, our building groups, etc. This training will be focusing on situational awareness/mitigating risk through guest services, de-escalation training for frontline teams, active threat/active shooter preparedness and best practices for building your security culture. The goal of this training is to better equip our community and event organizers/facilitators in adopting policies for their events or organizations that ensure that our community is properly equipped and trained should an emergency arise. We are looking forward to this and hope that you'll join us! Invitations will be going out within the next few weeks.

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DIRECTOR OF EVENTS PREPARED BY: SARAH MACER

Accomplished in January:

- Our usual calendars are up to date, so the team is on the same page: Google Calendar, Show Manager, and the Lerner Show Folders. I've also updated the Facility Occupancy numbers so other city departments are aware of what's going on in the building.
- Facilitated shows and worked with promoters on getting details in place for successful events in the building next month.
- I've been working with TM and Michelle to figure out what reports are needed for closings. I'm attempting to get details in place in Show Manager as we get ready to dive into shows in February!
- Ticketmaster is in place and we're moving right along. Tristin, Brittany, and Holly have been doing a great job working on show builds and making sure everything is on our selling platforms and communicated to our patrons with Jenna and, again, Holly's help.

Goals for February:

KultureCity!

We have hit 50% trained! I've reached out KultureCity for our next steps and can't wait to get working on our story and receiving our products. Feedback was amazing during our part-time and volunteer training with a lot of great questions and excitement for the partnership. I can't wait to have this available for our patrons and our community and hope to have it in place by the end of the month.

Ticketmaster and Show Closings:

Now that we're getting ready to start having shows again, Rachel, Michelle and I will be working with TM and our accountants to begin closing shows according to internal controls with the City based on the issued contracts and agreements. We've worked with TM and have some reports ready to go and are preparing for the first few shows in the building. We'll have TM staff available via Zoom/phone calls for the Symphony on the 4th and they will be in the building on the 10th for Colin and Brad. We're so excited for this part of the transition!

Volunteer Program – Prep for Banquet and upcoming members (including working on 100 years):

I want to start working on getting things in place for the Annual Banquet since we'll have a big anniversary coming up towards the end of the year and want to include that amazing milestone with this group. I've had many Volunteers (and part time staff) asking how they can be involved and I would love to include the Peer Committee to get their opinions and make sure they feel included while also working through the program details. If we need changes to be made I would love to start implementing those, but I'm so proud of where the program is headed.

OPERATIONS MANAGER

PREPARED BY: WAYNE NEFF

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Overview:

For January had slower event month so was able to get many repairs done that would have been hard to do during very busy months. We lost one part time service person but added another the next day. We still need to add another.

Accomplished in January:

- Deep cleaning of carpet in crystal ball room
- Touch up painting in crystal ball room on all wall
- fire extinguisher inspection and re-tag for the year
- repair Premier Arts entry door heater
- started emergency lighting inspection
- painted and repaired walls in many parts of the building from minor damage from normal use
- started cleaning the brass in many parts of the building

Upcoming Tasks:

- reinstalling the lighting for the front rows of seats in the theater
- Hiring of new service coordinator
- Hiring of new Facilities manager
- completion of Emergency lighting

TECHNICAL AND FACILITIES DIRECTOR

PREPARED BY: DEEN TUGGLE

Overview:

Captains log, January 30th, 2024. It's January, the longest month of the year. With no scheduled events, it has been nice to have some much needed down-time to get some maintenance work completed. We had the seating portion of the flex space project completed and the first 5 rows are now on removable bases. I will be working on updating the seat tag availability so that the newly added armrests are reflected and can be made available for donation. We are currently underway with the re-roping of the fly rail on stage and the stage rigging inspection. Early in January we had the completion of the loop repairs done so that the entire theatre is now functioning properly. We were also able to get some much-needed routine maintenance on the tech and facilities side completed. We are also in the midst of hiring for our facilities and services departments, anxiously awaiting to once again be fully staffed.

Accomplished in January:

- Fly rail re-roping.
- Loop repairs completed.
- Routine maintenance.

Upcoming tasks:

- The return of events!
- Testing of the flex space changeover process.

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- Continuation of routine maintenance.

COMMUNICATIONS & MARKETING COORDINATOR PREPARED BY: JENNA BROUILLETTE

The transition to Ticketmaster has been a fun challenge to be a part of. As we've been learning more about the system and all its details, I know that it will be a fantastic tool from the marketing side and can't wait to fully utilize its services. In December, we focused on getting Account Manager up and running. Account Manager is the dedicated platform for purchasing and accessing tickets digitally. It will also be a great program for interacting with patrons and donors in the future. Throughout January, I specifically furthered my education in Ticketmaster's TM1 Engagement tool, which will be our new email service and communication platform. The more we know going into the tool, the better we'll be able to utilize it.

January did not have any shows, but I was still plenty busy catching up on furthering the beginning steps of idea-gathering for the 100th anniversary and collection of historical documents within the Lerner building. Stephanie Krol, SKPR and I met with the Elkhart County Historical Society toward the end of January to explore possible partnerships and connections that The Lerner could make there. It has been eye-opening to view so many primary sources of information about The Lerner, and a great experience to delve further into our history.

Snapshot of key social media metrics across all current platforms:

	November 2023	December 2023	January 2024	1-Month Change
Total Audience	36,165	36,238	36,428	0.5% Increase
Total Impressions	931,074	360,200	730,457	102.8% Increase
Total Engagement	43,341	21,949	25,365	16.8% Increase

Done in January

- Continued training Holly, our new media specialist, on her role at The Lerner and the details of her position.
- Facilitated the customization of The Lerner Theatre Account Manager website.
- Met with the Elkhart County Historical Society about 100 year opportunities and ideas for local involvement.

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Goals for February

- Continue the transition to Ticketmaster and learning how to implement marketing tools that will help The Lerner, our promoters, and our customers.
- Finalize information for the creation of The Lerner's Promoter Guide – an informational document that can be sent to promoters with booking details and facility information.
- Continue work and Finalize the Lerner's "Year in Review," "Community Update," and mailing information for the 2023 year to be sent in March.
- Begin work on the KultureCity story and PR.

MEDIA SPECIALIST

PREPARED BY: HOLLY COWAN

The month of January has been slow with shows, but has been an excellent time to define my new role. I've been spending the majority of this month building new show graphics for upcoming performers. One set I've been excited about is the Silent Film Series as this is something we design ourselves and I have given the series a new design overhaul.

I've also taken the time to learn the process of building a show from start to finish. I've been working with Tristin and Brittany to see what questions are asked of the promoters and then going through the steps to build the show within our new Ticketmaster platform. I've been feeling much more confident with this process and I'm understanding the flow of the show build to marketing process much better. By doing this I was also able to create a new Show Build Form that we can use with the promoters and have helped with the creation of an SOP for Ticketmaster show builds.

In the upcoming month, I'm excited to start working the shows that we have and see the routine with national tours. I think this will be helpful as I help out with floor management.

Accomplishments in January

- Created logo ideas to celebrate 100 Years of The Lerner Theatre
- Created a new Show Build Form to send to promoters for show building
- Created several graphics for upcoming shows including dressing room graphics, lobby graphics, and graphics for both print and social channels – Very excited about the new graphics for our Silent Film Series
- In the process of creating a Restaurant Guide for our promoters for local establishments
- Helped Tristin and Brittany create an SOP for Ticketmaster builds

Upcoming Goals for February

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- Kulture City training – Gather information/create graphics for website and social media release – **ONGOING**
- Create 2023 Year in Review document
- Create a Promoter Guide for The Lerner
- Working with local printers to create badges for crew and some lettering on windows for the building – in the process of obtaining quotes on these jobs
- Create Volunteer Newsletter template

Addressing Conflict of Interest – EyeDart Creative Studio:

Here is EyeDart Creative Studio statement about steps in agreement to take if there is notice a conflict of interest.

Neither Eyedart nor Mayor Leichty holds an interest in interfering with or complicating political decisions in the city of Elkhart. We fully believe that there are plenty of resources and room for all parties to grow and help each other. While we don't believe this will be an issue and vow to be good neighbors, here is our plan in the case of a conflict of interest:

In the event of a conflict of interest, Eyedart agrees to adhere to a transparent and ethical decision-making process by following these key steps:

1. Acknowledge the Conflict: Recognize and openly acknowledge the existence of the conflict of interest.
2. Disclose Relevant Information: Provide full and accurate disclosure of all relevant details related to the conflict to the appropriate parties involved.
3. Seek Guidance: Consult with both teams and/or relevant stakeholders to obtain guidance on managing or resolving the conflict.
4. Recuse Eyedart From Services: Consider removing the Eyedart team from any decision-making processes or activities where the conflict may compromise impartiality or fairness.
5. Establish Mitigation Measures: Implement measures to mitigate the conflict, such as creating a firewall, recusing from specific decisions, or involving neutral third parties.
6. Document Actions Taken: Maintain thorough documentation of the steps taken to address the conflict, demonstrating transparency and accountability.
7. Periodic Review: Regularly review and reassess the conflict of interest situation to ensure that mitigation measures remain effective and appropriate.
8. Educate Stakeholders: Promote awareness and understanding of conflict of

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interest policies among all relevant stakeholders to foster a culture of ethical behavior.

By adhering to these steps, individuals can navigate conflicts of interest with integrity and promote a workplace environment that values transparency and ethical decision-making.

BOX OFFICE MANAGER PREPARED BY: TRISTIN TUBBS

- Box Office Manager Accomplishments for January 2024
- Helped to train all Part-Time Box Office Team Members on TicketMaster processes - This is still an ongoing process, especially for those who do not work weekly
- Created several SOPs that pertain to TicketMaster and will help the Box Office Assistant while I am away on Maternity Leave
- Effectively navigated all possible problems/issues with acquiring a new ticketing platform - This is still an ongoing process as we explore more aspects of TicketMaster, Account Manager, HOST, and TM1
- Successfully navigated Bluefin - we are able to take credit card payments!

Box Office Assistant Accomplishment for January 2024

- Learned how to pull the correct reports for Box Office Audits
- Processed all Premier Arts Season Subscriptions
- Successfully learned and created new Event/Show Builds

Box Office Manager Goals for February 2024

• Finish SOPs before Maternity Leave! (Due March 3rd)

Box Office Assistant Goals for February 2024

- Finish learning Box Office Audits - online sales
- Finish Archtics/TicketMaster training with Box Office Staff

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Date	Time	Event Name	On Sale Date	Sold	Net Revenue	Hist. Fee	Total Revenue
1/6/2024	7:30 PM	Magic of Motown (RESCHEDULED TO 2/17/2024)	11/9/2023	259	\$16,159.00	\$777.00	\$16,936.00
2/4/2024	4:00 PM	Elkhart County Symphony - Operatic Reveries	7/21/2023	344	\$2,959.00	\$1,032.00	\$3,991.00
2/10/2024	7:30 PM	Colin Mochrie & Brad Sherwood: Asking for Trouble	9/21/2023	271	\$12,861.00	\$813.00	\$13,674.00
2/11/2024	1:00 PM	Aurinko Ballet Valentine Ballet and Repertory	9/15/2023	68	\$1,102.90	\$204.00	\$1,306.90
2/11/2024	11:00 AM	Valentine Tea Party	9/15/2023	31	\$1,472.00	\$93.00	\$1,565.00
2/23/2024	7:00 PM	Rodney Carrington: The Greatest Tits Tour	10/20/2023	313	\$19,789.50	\$939.00	\$20,728.50
3/2/2024	8:00 PM	SCOTT BRADLEE'S POSTMODERN JUKEBOX - THE '10' TOUR	9/28/2023	220	\$11,852.00	\$660.00	\$12,512.00
3/8/2024	7:30 PM	The Magic of Bill Blagg Live!	1/18/2024	134	\$5,886.00	\$402.00	\$6,288.00
3/15/2024	7:30 PM	Premier Arts Friday Season Subscription Package (5 Shows)	1/1/2024	154	\$20,873.00	\$462.00	\$21,335.00
3/15/2024	7:30 PM	Premier Arts All-Youth Season Subscription Package (3 Shows)	1/1/2024	24	\$1,023.00	\$72.00	\$1,095.00
3/15/2024	7:30 PM	Premier Arts Saturday Season Subscription Package (5 Shows)	1/1/2024	109	\$12,438.00	\$327.00	\$12,765.00
3/15/2024	7:30 PM	Premier Arts FSunday Season Subscription Package (5 Shows)	1/1/2024	136	\$15,597.00	\$408.00	\$16,005.00
3/15/2024	7:30 PM	Premier Arts: Peter Pan	1/1/2024	12	\$247.00	\$36.00	\$283.00
3/16/2024	2:00 PM	Premier Arts: Peter Pan All-Youth Performance	1/1/2024	9	\$187.00	\$27.00	\$214.00
3/16/2024	7:30 PM	Premier Arts: Peter Pan	1/1/2024	8	\$168.00	\$24.00	\$192.00
3/17/2024	2:00 PM	Premier Arts: Peter Pan	1/1/2024	18	\$372.00	\$54.00	\$426.00
3/24/2024	4:00 PM	Elkhart County Symphony - Symphonic Horizons	7/21/2023	221	\$1,977.00	\$663.00	\$2,640.00
4/2/2024	7:30 PM	Croce Plays Croce	1/26/2024	77	\$5,297.50	\$231.00	\$5,528.50
4/6/2024	7:30 PM	KANSAS: 50th Anniversary Tour - Another Fork in the Road	9/12/2023	111	\$10,175.00	\$333.00	\$10,508.00
4/14/2024	7:00 PM	ZACH WILLIAMS A HUNDRED HIGHWAYS TOUR	11/2/2023	197	\$13,166.30	\$591.00	\$13,757.30
4/26/2024	8:00 PM	TUSK: The World's #1 Tribute to Fleetwood Mac	12/8/2023	73	\$2,934.00	\$219.00	\$3,153.00
5/3/2024	7:30 PM	Premier Arts: School of Rock	1/1/2024	19	\$395.00	\$57.00	\$452.00
5/4/2024	7:30 PM	Premier Arts: School of Rock	1/1/2024	8	\$168.00	\$24.00	\$192.00
5/6/2024	2:00 PM	Premier Arts: School of Rock	1/1/2024	11	\$224.00	\$33.00	\$257.00
5/12/2024	7:00 PM	SAXON & URIAH HEEP - HELL, FIRE, AND CHAOS	1/10/2024	195	\$13,818.50	\$585.00	\$14,403.50
5/19/2024	4:00 PM	Elkhart County Symphony - Fiesta Sinfonica	7/21/2023	228	\$2,061.00	\$684.00	\$2,745.00
5/30/2024	7:00 PM	Brad Williams Tour '24	11/16/2023	83	\$3,209.50	\$249.00	\$3,458.50
6/8/2024	10:00 AM	Conservatory of Dance Annual School Concert	9/15/2023	27	\$414.10	\$81.00	\$495.10
6/12/2024	7:00 PM	Aaron Lewis the American Patriot Tour	1/25/2024	908	\$64,066.00	\$2,724.00	\$66,790.00
7/19/2024	7:30 PM	Premier Arts: Oklahoma!	1/1/2024	19	\$395.00	\$57.00	\$452.00
7/20/2024	2:00 PM	Premier Arts: Oklahoma! All-Youth Performance	1/1/2024	9	\$192.00	\$27.00	\$219.00
7/20/2024	7:30 PM	Premier Arts: Oklahoma!	1/1/2024	8	\$168.00	\$24.00	\$192.00
7/21/2024	2:00 PM	Premier Arts: Oklahoma!	1/1/2024	11	\$224.00	\$33.00	\$257.00
10/18/2024	7:30 PM	Premier Arts: Dreamgirls	1/1/2024	19	\$395.00	\$57.00	\$452.00
10/19/2024	7:30 PM	Premier Arts: Dreamgirls	1/1/2024	8	\$168.00	\$24.00	\$192.00
10/20/2024	2:00 PM	Premier Arts: Dreamgirls	1/1/2024	11	\$224.00	\$33.00	\$257.00
12/13/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	15	\$315.00	\$45.00	\$360.00
12/14/2024	2:00 PM	Premier Arts: Elf the Musical All-Youth Performance	1/1/2024	9	\$187.00	\$27.00	\$214.00
12/14/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	8	\$168.00	\$24.00	\$192.00
12/15/2024	2:00 PM	Premier Arts: Elf the Musical	1/1/2024	15	\$304.00	\$45.00	\$349.00
Total Ticket Revenue			\$256,832.30				

LERNER SERVICES COORDINATOR PREPARED BY: DIANA GALVES

Prior to January 22, 2024, I was doing daily cleaning of the Lerner facility. After that, I assisted Wayne and Tom with emergency lighting locating and checking to make sure that they were functioning.

On January 29, 2024, I worked with our new part-time custodial hires, showed them what their duties will be and showed them around the building.

As of February 1, 2024, the Lerner was resuming performances.

Accomplished in January:

- Cleaned and maintained, as well performed deep cleaning of The Lerner facility
- Help with checking emergency lighting
- Worked with part-time staff

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Upcoming Tasks:

- Preparing part-time staff for future performances
- Continuing to work on deep cleaning the facility
- Working on organizing janitorial closets

Date	Time	Event Name	On Sale Date	Sold	Net Revenue	Hist. Fee	Total Revenue
12/2/2023	3:30 PM	Epic HoliDaze!	11/7/2023	122	\$2,658.00	\$366.00	\$3,024
12/7/2023	7:30 PM	Top of the World - A Carpenters Christmas Show	8/24/2023	29	\$926.50	\$87.00	\$1,013
12/15/2023	7:30 PM	A Lerner Christmas (12/15/23 - 12/17/23 - 3 performances)	1/1/2023	723	\$15,239.25	\$2,169.00	\$17,408
12/16/2023	3:00 PM	A Fairy Tale Christmas Carol (All-Youth Production)	11/13/2023	257	\$5,993.00	\$771.00	\$6,764
1/6/2024	7:30 PM	Magic of Motown	11/9/2023	197	\$15,694.25	\$591.00	\$16,285
2/4/2024	4:00 PM	Elkhart County Symphony - Operatic Reveries	7/21/2023	13	\$317.00	\$39.00	\$356
2/10/2024	7:30 PM	Colin Mochrie & Brad Sherwood: Asking for Trouble	9/21/2023	90	\$5,604.25	\$270.00	\$5,874
2/11/2024	1:00 PM	Aurinko Ballet Valentine Ballet and Repertory	9/15/2023	2	\$61.00	\$6.00	\$67
2/11/2024	11:00 AM	Valentine Tea Party	9/15/2023	6	\$345.00	\$18.00	\$363
3/2/2024	8:00 PM	SCOTT BRADLEE'S POSTMODERN JUKEBOX - THE '10' TOUR	9/28/2023	94	\$7,299.25	\$282.00	\$7,581
3/24/2024	4:00 PM	Elkhart County Symphony - Symphonic Horizons	7/21/2023	5	\$212.00	\$15.00	\$227
4/6/2024	7:30 PM	KANSAS: 50th Anniversary Tour - Another Fork in the Road	9/12/2023	161	\$16,665.00	\$483.00	\$17,148
2/23/2024	7:00 PM	Rodney Carrington: The Greatest Tits Tour	10/20/2023	155	\$14,028.25	\$465.00	\$14,493
4/14/2024	7:00 PM	ZACH WILLIAMS A HUNDRED HIGHWAYS TOUR	11/2/2023	128	\$12,733.30	\$384.00	\$13,117
4/26/2024	8:00 PM	TUSK: The World's #1 Tribute to Fleetwood Mac	12/8/2023	235	\$13,533.50	\$705.00	\$14,238
5/30/2024	7:00 PM	Brad Williams Tour '24	11/16/2023	184	\$9,681.00	\$552.00	\$10,233
Total Ticket Revenue			\$128,193.55				

7. NEW BUSINESS

Stephanie Krol Public Relations Contract

The Communications and Marketing Coordinator for the Lerner Jenna Brouillette explained the contract to the Board. On motion by Diana Lawson, seconded by Dina Harris and carried 6-0, the Board approved the Stephanie Krol Public Relations Contract as presented.

LGB Resolution Adopting Event Security Policies

Michelle Frank explained the revisions to the 2018 Security Policy currently in place. The first revision is the number of security personnel at local and concert events. The second request is for a weapon ban upon request of a renter of the theater. The NFBA and industry practice is one trained crowd manager per 250 attendees of an event which is what we have always carried out and abided by. Now we want to specify event personnel into this policy, in addition to the armed security that was already in place in the 2018 policy. The policy separates local events and concerts, so now clearly specified here is the metric for local events, here is the metric for concerts. We have specified ushers for crowd management and life safety. We have added event security and event personnel for crowd management and event safety plus armed officers for each event. It is specified in the policy as 1 per x amount of attendees, and insures that we are meeting the standards for crowd

LERNER THEATRE BOARD

Wednesday, February 14, 2024

management under the NFBA and industry practice. Lastly, as part of the rental agreement, all costs associated are passed on to the renter at the closing for the facility. Jamie asked if this policy is just for the theater or if it spills over to the ballroom as well. Michelle said for right now, this is just for the theater. Jamie added, with the suggestion that the Ballroom would follow this as best practice. The last part of this policy request is listed as a weapon or firearms ban at the request of the renter. This policy and practice would establish a firearm or weapon ban at the request of promoters and or events that require that the rented venue adhere to a no-weapons or no firearms policy for that specific event. This request is being made after we nearly lost a sold out show last year due to the lack of a weapons ban at the Lerner, and with several upcoming requests at our facility. After vetting other City and County-owned venues in the State of Indiana, this policy change is what Michelle recommended to ensure that the Lerner meet the request of renters that are renting the facility. This policy also ensures as a City-owned building we are not enforcing an overall venue policy that would eliminate all weapons within Federal Law. We are allowing the contracted renter to specify what their wishes are for the venue. Michelle made it clear the Lerner is not taking a position on banning weapons or firearms. We are facilitating the position of the renter and their wishes that the event they are holding in our venue will have no weapons at it. Operationally, patrons will be alerted when they purchase the ticket that it will be a no weapons event and they will receive know before you go emails. They will pass through metal detectors and scanners before they enter the facility on the day of the event. Lastly, there is a policy exception that applies to Law Enforcement. This policy has been vetted by City Legal. On motion by Ashley Martin, seconded by Jamie Arce and carried 6-0, the LGB adopted the Lerner Resolution approving the Event security Policy.

Full Compass Systems, Ltd. Purchase

On motion by Dina Harris, seconded by Ashley Martin and carried 6-0, the Board approved the invoice from Full Compass Systems, Ltd. For the purchase of Tech equipment in an amount not to exceed \$13,823.84.

Event Contract and Rate Sheets

Michelle explained the details in the revised contracts and rate sheets item by item. On motion by Dina Harris, seconded by Ashley Martin and carried 6-0, the Board approved the forms and event contract with the change of wire transfer on item 40 to electronic funds transfer, and change of written/ wired to issued.

Brightly Software, Inc. Asset Management Software

On motion by Dina Harris, seconded by Jamie Arce and carried 6-0, the Board approved the Brightly Software, Inc. Asset Management Software in the amount of \$8,410.74 for the first year, \$6,288.77 in the second year, \$6,477.43 in the third year, and \$6,671.75 in the fourth year.

Comcast Business Agreement

On motion by Ashley Martin seconded by Carrie Berghoff and carried 6-0, the Board approved a secondary internet service line through Comcast Business for a cost of \$132.95/month.

LERNER THEATRE BOARD
Wednesday, February 14, 2024

8. ADJOURNMENT

On motion by Ashley Martin, seconded by Jamie Arce and carried 6-0, the Lerner Theatre Governing Board was adjourned at 10:46 a.m.

_____ Gary Boyn, President

Attest: _____ Nancy Wilson, Clerk of the Board

The Lerner Theatre

To: The Lerner Governing Board

From: Michelle Adams (Krugger, Lawton and Co)

Subject: Notes regarding the January 31, 2024 Financial Statements

Attached are the year-to-date financial statements for The Lerner for the period ending January 31, 2024.

The net income from theatre operations only (shown as Gross Profit) at the end of the period is \$4,618, which is a decrease of (\$10,955) from the Gross Profit on last year's statement of \$15,573.

The year-to-date net loss for all Lerner operations (including city expenses) at the end of the period is (\$45,461) which is an increase of \$27,938 from the net loss on last year's statement of (\$17,523).

On budgeted city Operational Expenses alone are under-budget by \$73,900 year-to-date.

Total Operational Expenses of \$133,412 were covered by a City contribution of \$128,795 (97%) and a Lerner contribution of \$4,618 (3%). This compares with last year's City contribution of 85% and the Lerner's contribution of 15%.

There were no shows and events during January.

The Lerner Theatre

Financial Analysis Through January 31, 2024

	<u>2024</u>	<u>2023</u>	<u>Diff</u>
<i>City Operational Expenses</i>			
Staff & Related	93,192	84,553	8,639
Other	<u>40,220</u>	<u>28,874</u>	<u>11,346</u>
Total Expenses to be Covered	133,412	113,427	19,986
Less: City Subsidy (Budgeted)	<u>83,333</u>	<u>79,167</u>	<u>4,167</u>
Net City Operational Expenses	50,079	34,260	15,819
<i>Lerner Box Office Operations</i>			
Income	6,310	25,659	(19,349)
COGS	<u>1,692</u>	<u>10,086</u>	<u>(8,394)</u>
Gross Profit (Loss)	4,618	15,573	(10,955)
Lerner Labor Expense	<u>-</u>	<u>1,164</u>	<u>(1,164)</u>
Lerner Contribution from Operations	4,618	16,737	(12,119)
<i>Additional Subsidy Sources</i>			
City Subsidy (Un-Budgeted)	45,461	17,523	
Lerner Excess Contribution	-	-	

How the Operational Expenses Are Covered:

City Contribution	128,795	97%	96,690	85%
Lerner Contribution	<u>4,618</u>	3%	<u>16,737</u>	15%
Total Expenses to be Covered	133,412	100%	113,427	100%

The Lerner Theatre

P&L - Total Theatre - Summary Comparison

January 2024

	TOTAL			
	JAN 2024	JAN 2023 (PY)	CHANGE	% CHANGE
Income				
Theatre Income	6,310.23	25,659.26	-19,349.03	-75.41 %
Total Income	\$6,310.23	\$25,659.26	\$ -19,349.03	-75.41 %
Cost of Goods Sold				
Cost of Sales	1,692.48	10,086.42	-8,393.94	-83.22 %
Total Cost of Goods Sold	\$1,692.48	\$10,086.42	\$ -8,393.94	-83.22 %
GROSS PROFIT	\$4,617.75	\$15,572.84	\$ -10,955.09	-70.35 %
Expenses				
City Accts by Submission Date	133,412.45	113,426.86	19,985.59	17.62 %
Total Expenses	\$133,412.45	\$113,426.86	\$19,985.59	17.62 %
NET OPERATING INCOME	\$ -128,794.70	\$ -97,854.02	\$ -30,940.68	-31.62 %
Other Expenses				
5000000 City Contribution Toward Budget	-83,333.33	-79,166.67	-4,166.66	-5.26 %
99998 Show Labor Exp Incl in Budget		-1,164.25	1,164.25	100.00 %
Total Other Expenses	\$ -83,333.33	\$ -80,330.92	\$ -3,002.41	-3.74 %
NET OTHER INCOME	\$83,333.33	\$80,330.92	\$3,002.41	3.74 %
NET INCOME	\$ -45,461.37	\$ -17,523.10	\$ -27,938.27	-159.44 %

The Lerner Theatre

P&L - Total Theatre - Detailed Comparison

January 2024

	TOTAL			
	JAN 2024	JAN 2023 (PY)	CHANGE	% CHANGE
Income				
Theatre Income				
4000 Ticket Sales Collected		35,186.00	-35,186.00	-100.00 %
4001 Ticket Sales Due/Paid		-35,186.00	35,186.00	100.00 %
4010 Facility Rental - Theatre		1,933.76	-1,933.76	-100.00 %
40200 Ticket Processing Fees	10.00	304.85	-294.85	-96.72 %
40201 Mailing Fee		70.00	-70.00	-100.00 %
40202 Phone Order Convenience Fee		67.00	-67.00	-100.00 %
40203 Historical Facility Fee		2,613.00	-2,613.00	-100.00 %
40204 Box Office Fee		1,759.30	-1,759.30	-100.00 %
40205 Blended Ticket Transaction Fee		1,691.71	-1,691.71	-100.00 %
40206 Web Ticket Fees		4,808.00	-4,808.00	-100.00 %
40208 Convenience Fees		3,484.00	-3,484.00	-100.00 %
Total 40200 Ticket Processing Fees	10.00	14,797.86	-14,787.86	-99.93 %
4050 Equipment Rental		1,075.00	-1,075.00	-100.00 %
4060 Outside Lighting & Advertising		-1,729.20	1,729.20	100.00 %
4140 Miscellaneous Income		57.20	-57.20	-100.00 %
Event Labor				
4030 Stagehands, Etc.		568.00	-568.00	-100.00 %
4040 Front of House		504.00	-504.00	-100.00 %
Total Event Labor		1,072.00	-1,072.00	-100.00 %
Non-Ticketed Event Revenue				
41314 Crystal Ballroom Events	6,300.23	8,452.64	-2,152.41	-25.46 %
Total Non-Ticketed Event Revenue	6,300.23	8,452.64	-2,152.41	-25.46 %
Total Theatre Income	6,310.23	25,659.26	-19,349.03	-75.41 %
Total Income	\$6,310.23	\$25,659.26	\$ -19,349.03	-75.41 %
Cost of Goods Sold				
Cost of Sales				
5025 Patron Manager Ticket Fees		4,969.00	-4,969.00	-100.00 %
5030 Ticket CC Processing Expense	1,667.48	1,809.19	-141.71	-7.83 %
5035 Merchant Account Fees	25.00	2,143.98	-2,118.98	-98.83 %
Direct Labor - Events				
5050 Stage Labor		772.68	-772.68	-100.00 %
5060 Front of House Labor		391.57	-391.57	-100.00 %
Total Direct Labor - Events		1,164.25	-1,164.25	-100.00 %
Total Cost of Sales	1,692.48	10,086.42	-8,393.94	-83.22 %
Total Cost of Goods Sold	\$1,692.48	\$10,086.42	\$ -8,393.94	-83.22 %
GROSS PROFIT	\$4,617.75	\$15,572.84	\$ -10,955.09	-70.35 %

The Lerner Theatre

P&L - Total Theatre - Detailed Comparison

January 2024

	TOTAL			
	JAN 2024	JAN 2023 (PY)	CHANGE	% CHANGE
Expenses				
City Accts by Submission Date				
Other Services/Charges				
4310400 Professional Services	3,899.00	2,068.00	1,831.00	88.54 %
4320300 Travel		35.00	-35.00	-100.00 %
4320400 Telephone/Communications	2,916.41	154.52	2,761.89	1,787.40 %
4330300 Advertising/Marketing	380.79	3,610.00	-3,229.21	-89.45 %
4330301 Promotions	49.52	36.90	12.62	34.20 %
4350100 Electricity	20,476.12	9,805.41	10,670.71	108.82 %
4350200 Natural Gas	3,359.88	2,939.42	420.46	14.30 %
4350400 Water & Sewer	411.52	523.29	-111.77	-21.36 %
4360100 Repairs & Maintenance-Building	1,703.69	6,836.71	-5,133.02	-75.08 %
4370200 Equipment Leases		63.88	-63.88	-100.00 %
4390200 Postage	27.45	10.00	17.45	174.50 %
4390300 Subscriptions	1,888.00	1,104.00	784.00	71.01 %
4390912 Contract Services	150.00		150.00	
Total Other Services/Charges	35,262.38	27,187.13	8,075.25	29.70 %
Personnel Services				
4110130 Full Time	60,296.32	56,844.54	3,451.78	6.07 %
4110150 Part Time	9,276.35	6,548.72	2,727.63	41.65 %
4130100 Employer's Social Security	4,195.97	3,684.86	511.11	13.87 %
4130200 Employer's Medicare	981.31	861.85	119.46	13.86 %
4130300 Employer's PERF	8,682.11	7,383.27	1,298.84	17.59 %
4130500 Employer's Group & Life	9,760.10	9,229.73	530.37	5.75 %
Total Personnel Services	93,192.16	84,552.97	8,639.19	10.22 %
Supplies				
4210200 Stationary & Print		378.25	-378.25	-100.00 %
4210500 Office Supplies	88.39	278.22	-189.83	-68.23 %
4220150 Operating Supplies	3,983.09	-40.13	4,023.22	10,025.47 %
4220310 Household, Laundry	512.50	820.55	-308.05	-37.54 %
4230200 Repair Parts	257.29	25.72	231.57	900.35 %
4230300 Small Tools/Minor Equipment	116.64	224.15	-107.51	-47.96 %
Total Supplies	4,957.91	1,686.76	3,271.15	193.93 %
Total City Accts by Submission Date	133,412.45	113,426.86	19,985.59	17.62 %
Total Expenses	\$133,412.45	\$113,426.86	\$19,985.59	17.62 %
NET OPERATING INCOME	\$ -128,794.70	\$ -97,854.02	\$ -30,940.68	-31.62 %
Other Expenses				
5000000 City Contribution Toward Budget	-83,333.33	-79,166.67	-4,166.66	-5.26 %

The Lerner Theatre

P&L - Total Theatre - Detailed Comparison

January 2024

	TOTAL			
	JAN 2024	JAN 2023 (PY)	CHANGE	% CHANGE
99998 Show Labor Exp Incl in Budget		-1,164.25	1,164.25	100.00 %
Total Other Expenses	\$ -83,333.33	\$ -80,330.92	\$ -3,002.41	-3.74 %
NET OTHER INCOME	\$83,333.33	\$80,330.92	\$3,002.41	3.74 %
NET INCOME	\$ -45,461.37	\$ -17,523.10	\$ -27,938.27	-159.44 %

The Lerner Theatre

Budget vs. Actuals: FY_2024 - FY24 P&L

January 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Income			
Total Income			\$0.00
GROSS PROFIT	\$0.00	\$0.00	\$0.00
Expenses			
City Accts by Submission Date			
Capital Outlay			
4420400 Building & Structure		16,666.67	-16,666.67
4440100 Furniture & Fixtures		272.92	-272.92
4440500 Other Equipment-Capital Expense		7,672.10	-7,672.10
Total Capital Outlay		24,611.69	-24,611.69
Other Services/Charges			
4310400 Professional Services	3,899.00	3,558.33	340.67
4320300 Travel		1,141.67	-1,141.67
4320400 Telephone/Communications	2,916.41	2,095.50	820.91
4330300 Advertising/Marketing	380.79	5,846.67	-5,465.88
4330301 Promotions	49.52	416.67	-367.15
4340200 Liability Insurance		4,691.67	-4,691.67
4350100 Electricity	20,476.12	11,330.00	9,146.12
4350200 Natural Gas	3,359.88	1,695.83	1,664.05
4350400 Water & Sewer	411.52	293.33	118.19
4360100 Repairs & Maintenance-Building	1,703.69	13,166.50	-11,462.81
4360200 Equipment Repair		166.67	-166.67
4370200 Equipment Leases		266.67	-266.67
4390200 Postage	27.45	116.67	-89.22
4390300 Subscriptions	1,888.00	246.83	1,641.17
4390800 Memberships & Dues		144.58	-144.58
4390900 Other Services & Charges		4,166.67	-4,166.67
4390910 Education		2,545.83	-2,545.83
4390912 Contract Services	150.00	741.67	-591.67
4390930 Processing Fees		4,250.00	-4,250.00
Total Other Services/Charges	35,262.38	56,881.76	-21,619.38
Personnel Services			
4110130 Full Time	60,296.32	71,100.00	-10,803.68
4110150 Part Time	9,276.35	18,833.33	-9,556.98
4110160 Overtime Wages		483.33	-483.33
4130100 Employer's Social Security	4,195.97	5,608.33	-1,412.36
4130200 Employer's Medicare	981.31	1,316.67	-335.36
4130300 Employer's PERF	8,682.11	10,316.67	-1,634.56
4130500 Employer's Group & Life	9,760.10	12,700.00	-2,939.90
Total Personnel Services	93,192.16	120,358.33	-27,166.17
Supplies			
4210200 Stationary & Print		79.17	-79.17

The Lerner Theatre

Budget vs. Actuals: FY_2024 - FY24 P&L

January 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
4210500 Office Supplies	88.39	375.00	-286.61
4220150 Operating Supplies	3,983.09	2,231.65	1,751.44
4220310 Household, Laundry	512.50	791.67	-279.17
4230200 Repair Parts	257.29	350.00	-92.71
4230300 Small Tools/Minor Equipment	116.64	1,633.33	-1,516.69
Total Supplies	4,957.91	5,460.82	-502.91
Total City Accts by Submission Date	133,412.45	207,312.60	-73,900.15
Total Expenses	\$133,412.45	\$207,312.60	\$ -73,900.15
NET OPERATING INCOME	\$ -133,412.45	\$ -207,312.60	\$73,900.15
Other Expenses			
5000000 City Contribution Toward Budget	-83,333.33	-83,333.33	0.00
Total Other Expenses	\$ -83,333.33	\$ -83,333.33	\$0.00
NET OTHER INCOME	\$83,333.33	\$83,333.33	\$0.00
NET INCOME	\$ -50,079.12	\$ -123,979.27	\$73,900.15

LERNER THEATRE GOVERNING BOARD

CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

March 11

,2024



JAMIE ARCE - CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$251,736.78** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 5 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 13TH DAY OF MARCH 2024 BY:

PRESIDENT

GARY BOYN

VICE PRESIDENT

DINA HARRIS

TREASURER

DALLAS BERGL

MEMBER

ASHLEY MARTIN

MEMBER

DIANA LAWSON

MEMBER

JAMIE ARCE

MEMBER

CARRIE BERGHOFF

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

Guests	Guests	Guests
Events	Events	Events
Concessions	Concessions	Concessions

[illegible]

02/02/2024 Elkhart County Symphony	\$ 3,875.00	\$ 1,160.00
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[illegible]

02/04/2024 Symphony	\$	451.40
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[illegible][illegible]

Room Rents	\$ 3,350.00	\$ 3,137.50		\$ 6,487.50		\$ 3,737.50	\$ 7,087.50	\$ 1,025.00	\$ 1,195.00	\$ -	\$ -	\$ 5,087.50	\$ 9,087.50
Total Commission Sales	\$ 42,001.55	\$ 49,566.03	\$ -	\$ 91,567.58		\$ 48,413.71	\$ 90,676.91	\$ 21,774.74	\$ 23,360.74	\$ -	\$ -	\$ 61,431.27	\$ 82,359.69
Commissions	\$ 6,300.23	\$ 12,899.20	\$ -	\$ 19,199.44		\$ 9,662.74	\$ 18,135.38	\$ 4,342.95	\$ 4,672.15	\$ -	\$ -	\$ 12,286.25	\$ 16,471.94

19,199.44

Lerner Theatre Board Report

March 2024

GENERAL MANAGER REPORT

PREPARED BY: MICHELLE FRANK

Activity (March-May)	As % of 90 days	
46 Events	51%	Activity in theatre
22 Ticketed Events	24%	Ticketed events
6 Non-Ticketed Events	7%	Non-Ticketed events
18 Rehearsal Dates	20%	Rehearsal Space

Compare to 2023 Board Report Ticketed Events: 27

Compare to 2023 Board Report Non-Ticketed Events +Rehearsals: 23

DIRECTOR OF EVENTS

PREPARED BY: SARAH MACER

Accomplished in February:

- Our usual calendars are up to date, so the team is on the same page: Google Calendar, Show Manager, and the Lerner Show Folders. I've also updated the Facility Occupancy numbers and sent them off to other city departments so they're aware of what's going on in the building.
- Facilitated shows and worked with promoters on getting details in place for successful events in the building next month.
- We've officially closed shows and are working with KL to make sure we're following Internal Controls for the City.
- Ticketmaster is in place and we're moving right along. Tristin, Brittany, and Holly have been doing a great job working on show builds and making sure everything is on our selling platforms and communicated to our patrons with Jenna and, again, Holly's help. Rachel is doing a great job with Show Closings and practicing on local shows and assisting Michelle and I on the national tours that come through.

Goals for March:

KultureCity!

I'm excited to say that we're almost done with getting everything in place with KultureCity! We received our bags last month and those signs were put up around the building. Holly and Jenna have been working on the social story and I'm hoping that will be completed soon. We ran into a bit of a problem with our network and accessing the KultureCity website but I'm hoping IT will fix the issue

ASAP so we can reach out and access the back end without having to rely as heavily on the KultureCity team.

Ticketmaster and Show Closings:

Rachel, Michelle and I will be working with TM and KL to close out shows according to internal controls with the City based off from the issued contracts and agreements. I'm also working on Box Office Audits with Brittany and making sure the weekly payments are accounted for accordingly with the Controller's Office and that we're able to be transparent about all financials with the move over to TM.

Venue and Event Safety and Security Training:

We are offering a free safety and security training to the public and fellow departments within the City on April 9th and I'm excited to assist with the planning and organizing of the event. The training will be led by Mark Herrera, a Director of Safety and Security with IAVM and cover topics such as situational awareness, de-escalation for frontline teams, active threat preparedness and the best practices for building our security culture. I'll be speaking about the meeting at an upcoming Department Head meeting and hope to see some fellow City employees at this free training.

OPERATIONS MANAGER

PREPARED BY: WAYNE NEFF

Overview for February:

I was able to work on many of the first-of-the-year walk-thru items that were found that needed our attention. I am still trying to hire more for the janitorial side.

Accomplished in February:

- sprinkler inspection
- Backflow inspections
- started on the brass kick plate polishing
- finished the emergency lighting inspection
- Multiple cleaning an organization
- finished the reconnection of lights in the theater

Upcoming Tasks:

- Elevator renew permits
- finish finding last person for Lerner services.

TECHNICAL AND FACILITIES DIRECTOR

PREPARED BY: DEEN TUGGLE

Overview:

“Only do what your heart tells you” – Princess Diana. February started to slowly ramp up with events. We had the symphony, the Conservatory of Dance’s Valentines ballet, Colin and Brad, Magic of Motown, and Rodney Carrington. During the month, we had some minor repairs done to the organ for general upkeep and maintenance. Throughout February, we were able successfully knock out a lot of general maintenance items around the building and preventative maintenance tasks. We are now only awaiting the manufacturing completion of a few items to be able to fully test the flex seating space in the theatre. There are a lot of exciting things on the horizon. Looking forward to *Spring* into action!

Accomplished in February:

- Organ repairs.
- Technical support for shows.
- Routine maintenance.

Upcoming tasks:

- Installation of new audio equipment.
- Testing of the flex space changeover process.
- Lots of events!

COMMUNICATIONS & MARKETING COORDINATOR

PREPARED BY: JENNA BROUILLETTE

It’s finally starting to feel like spring! As we gear up for a busy few months for shows, we also have been working to finalize some of our winter projects! We are fully into Ticketmaster now and are working to improve on and set up the additional marketing pieces that will be especially helpful moving forward.

This month I got back into floor managing with Magic of Motown, Rodney Carrington, and LunchtimeLive with Celia Weiss. This was a fun variety of shows and got us right back into the swing of managing regularly.

Throughout the beginning of this month, Holly and I worked on the Promoter Guide, an informational document that can be sent to promoters with booking details and facility information. This guide will have building details, marketing opportunities, seat maps, and more to help promoters see The Lerner all in one place.

In March, I will be taking some time off at the beginning of the month to rest and travel before the busier season.

	December 2023	January 2024	February 2024	1-Month Change
Total Audience	36,238	36,428	36,543	0.4% Increase
Total Impressions	360,200	730,457	934,843	45.5% Increase
Total Engagement	21,949	25,365	39,566	62.6% Increase

Done in February

- Finalize information for the creation of The Lerner's Promoter Guide – an informational document that can be sent to promoters with booking details and facility information.
- Continued work on the KultureCity Story and PR for implementation.
- Continued work on the Lerner's "Year in Review," "Community Update," and mailing information for the 2023 year to be sent in March.

Goals for March

- Continue the transition to Ticketmaster and learning how to implement marketing tools that will help The Lerner, our promoters, and our customers.
- Finalize annual "Year in Review," "Community Update" and mailer for 2023.
- Take some time off at the beginning of the month!

MEDIA SPECIALIST

PREPARED BY: HOLLY COWAN

The month of February has been a whirlwind with attending shows. So far I've been able to work Colin & Brad, Rodney Carrington, and the Elkhart Symphony shows. I'm starting to feel much more confident with floor managing and actually am leading my first show this weekend for PostModern Jukebox. I'm very excited to see how this goes.

My biggest focus this month has been on creating assets for our Kulture City release. During the shows I was able to get some new photographs of the venue and what this looks like during a national tour to develop our social story. I'm hoping to get this finalized and released by the beginning of March.

For the month of March, I've already received several show builds and graphics that will be developed for a range of shows. I'll also begin to shift my focus to advertising needs for The Lerner involving Jazz Fest 2024.

Accomplishments in February

- Created venue badges for our entire team
- Created a Promoter Guide for The Lerner
- Started working on the patron survey emails for events
- Started taking photos for Kulture City and developing our story

Upcoming Goals for March

- Finalize Kulture City project and get live on the website
- Finalize 2023 Year End Review document
- Create Volunteer Newsletter template
- Jazz Fest – Graphics and show builds upcoming
- Create flyers for Silent Movies with the new graphics
- New headshots for The Lerner staff

BOX OFFICE MANAGER

PREPARED BY: BRITTANY WEINGART

Accomplishments:

- I was able to successfully build 2 shows alone
- We finished mailing out all P.A. Season Subscriptions

Goals:

- Hire/Train box office staff
- Build Jazz Fest Headliner shows
- Catch up on audits

Date	Time	Event Name	On Sale Date	Sold	Net Revenue	Hist. Fee	Total Revenue
1/6/2024	7:30 PM	Magic of Motown (RESCHEDULED TO 2/17/2024)	11/9/2023	141	\$8,926.00	\$423.00	\$9,349.00
2/4/2024	4:00 PM	Elkhart County Symphony - Operatic Reveries	7/21/2023	177	\$4,201.00	\$531.00	\$4,732.00
2/10/2024	7:30 PM	Colin Mochrie & Brad Sherwood: Asking for Trouble	9/21/2023	212	\$10,272.00	\$636.00	\$10,908.00
2/11/2024	1:00 PM	Aurinko Ballet Valentine Ballet and Repertory	9/15/2023	250	\$5,218.80	\$750.00	\$5,968.80
2/11/2024	11:00 AM	Valentine Tea Party	9/15/2023	23	\$1,108.50	\$69.00	\$1,177.50

2/23/2024	7:00 PM	Rodney Carrington: The Greatest Tits Tour	10/20/2023	352	\$18,880.50	\$1,056.00	\$19,936.50
3/2/2024	8:00 PM	SCOTT BRADLEE'S POSTMODERN JUKEBOX - THE '10' TOUR	9/28/2023	395	\$23,223.50	\$1,185.00	\$24,408.50
3/8/2024	7:30 PM	The Magic of Bill Blagg Live!	1/18/2024	237	\$8,499.00	\$711.00	\$9,210.00
3/15/2024	7:30 PM	Premier Arts Friday Season Subscription Package (5 Shows)	1/1/2024	173	\$20,816.00	\$519.00	\$21,335.00
3/15/2024	7:30 PM	Premier Arts All-Youth Season Subscription Package (3 Shows)	1/1/2024	24	\$1,023.00	\$72.00	\$1,095.00
3/15/2024	7:30 PM	Premier Arts Saturday Season Subscription Package (5 Shows)	1/1/2024	109	\$12,438.00	\$327.00	\$12,765.00
3/15/2024	7:30 PM	Premier Arts FSunday Season Subscription Package (5 Shows)	1/1/2024	136	\$15,597.00	\$408.00	\$16,005.00
3/15/2024	7:30 PM	Premier Arts: Peter Pan	1/1/2024	173	\$3,568.00	\$519.00	\$4,087.00
3/16/2024	2:00 PM	Premier Arts: Peter Pan All-Youth Performance	1/1/2024	534	\$10,665.00	\$1,602.00	\$12,267.00
3/16/2024	7:30 PM	Premier Arts: Peter Pan	1/1/2024	148	\$3,059.00	\$444.00	\$3,503.00
3/17/2024	2:00 PM	Premier Arts: Peter Pan	1/1/2024	198	\$3,843.00	\$594.00	\$4,437.00
3/21/2024	7:00 PM	Kimball Organ - Laurel & Hardy	2/1/2024	15	\$162.50	\$45.00	\$207.50
3/24/2024	4:00 PM	Elkhart County Symphony - Symphonic Horizons	7/21/2023	73	\$1,997.00	\$219.00	\$2,216.00
4/2/2024	7:30 PM	Croce Plays Croce	1/26/2024	175	\$10,984.50	\$525.00	\$11,509.50
4/6/2024	7:30 PM	KANSAS: 50th Anniversary Tour - Another Fork in the Road	9/12/2023	125	\$12,731.00	\$375.00	\$13,106.00
4/14/2024	7:00 PM	ZACH WILLIAMS A HUNDRED HIGHWAYS TOUR	11/2/2023	224	\$10,459.85	\$672.00	\$11,131.85
4/26/2024	8:00 PM	TUSK: The World's #1 Tribute to Fleetwood Mac	12/8/2023	45	\$2,004.00	\$135.00	\$2,139.00
5/3/2024	7:30 PM	Premier Arts: School of Rock	1/1/2024	35	\$800.00	\$105.00	\$905.00
5/4/2024	7:30 PM	Premier Arts: School of Rock	1/1/2024	30	\$642.00	\$90.00	\$732.00
5/5/2024	2:00 PM	Premier Arts: School of Rock	1/2/2024	26	\$608.00	\$78.00	\$686.00
5/12/2024	7:00 PM	SAXON & URIAH HEPP - HELL, FIRE, AND CHAOS	1/10/2024	46	\$3,321.00	\$138.00	\$3,459.00
5/16/2024	7:00 PM	Kimball Organ - The General & Chasing Choo Choo's	2/1/2024	4	\$40.50	\$12.00	\$52.50
5/19/2024	4:00 PM	Elkhart County Symphony - Fiesta Sinfonica	7/21/2023	2	\$44.00	\$6.00	\$50.00
5/30/2024	7:00 PM	Brad Williams Tour '24	11/16/2023	144	\$5,481.50	\$432.00	\$5,913.50

6/12/2024	7:00 PM	Aaron Lewis the American Patriot Tour	1/25/2024	159	\$11,547.00	\$477.00	\$12,024.00
7/19/2024	7:30 PM	Premier Arts: Oklahoma!	1/1/2024	29	\$656.00	\$87.00	\$743.00
7/20/2024	2:00 PM	Premier Arts: Oklahoma! All-Youth Performance	1/1/2024	10	\$192.00	\$30.00	\$222.00
7/20/2024	7:30 PM	Premier Arts: Oklahoma!	1/1/2024	17	\$343.00	\$51.00	\$394.00
7/21/2024	2:00 PM	Premier Arts: Oklahoma!	1/1/2024	21	\$460.00	\$63.00	\$523.00
10/18/2024	7:30 PM	Premier Arts: Dreamgirls	1/1/2024	26	\$588.00	\$78.00	\$666.00
10/19/2024	7:30 PM	Premier Arts: Dreamgirls	1/1/2024	14	\$283.00	\$42.00	\$325.00
10/20/2024	2:00 PM	Premier Arts: Dreamgirls	1/1/2024	14	\$320.00	\$42.00	\$362.00
12/13/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	30	\$676.00	\$90.00	\$766.00
12/14/2024	2:00 PM	Premier Arts: Elf the Musical All-Youth Performance	1/1/2024	10	\$232.00	\$30.00	\$262.00
12/14/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	19	\$378.00	\$57.00	\$435.00
12/15/2024	2:00 PM	Premier Arts: Elf the Musical	1/1/2024	19	\$432.00	\$57.00	\$489.00
Total Ticket Revenue			\$230,503.15				

LERNER SERVICES COORDINATOR

PREPARED BY: DIANA GALVES

As of January 31, 2024 I was informed during Staff meeting by Deen that I was officially Lerner Services Coordinator.

Starting February 4, 2024 The Lerner Theatre restarted having performances.

Accomplished in February:

- Worked on organizing Light Bulb closet and custodial closets
- Cleaned cobwebs in Ballroom hallways and in Cittadine room
- Continued working on 2024 Building Walkthrough list

Upcoming Tasks:

- Working with part-time staff to do deep cleaning of Auditorium
- Working with part-time staff to do deep cleaning of Balconies
- Continued working on 2024 Walkthrough list



Wednesday, February 28, 2024

To: The Lerner Governing Board
From: Michelle Weir, Executive Director
Subject: Fox Valley Co
Date: February 28, 2024

The City of Elkhart, through its Lerner Governing Board, seeks to enter into a contractual agreement with Fox Valley Co on the repair to exterior damage of the Texston siding of The Lerner Theatre. Please find attached the signed agreement that Friends of The Lerner would complete the repairs out of the Emergency Maintenance Fund for The Lerner Theatre, under the management of the Friends of The Lerner.

I ask the Lerner Governing Board to approve this Fox Valley Co agreement, following the prior approval from City Legal. I also ask the Lerner Governing Board to authorize its President to sign on its behalf.

Respectfully Submitted,

Michelle Weir
Executive Director
The Lerner Theatre

MICHELLE FRANK
EXECUTIVE DIRECTOR

410 S. Main Street / Elkhart, Indiana 46516 / 574-293-4469 / 800-294-8223 / Fax 574-293-8096

CONTRACT FOR THE TEXTSTONE FINISH REPAIR

This Agreement is made and entered into this ____ of _____, 2024, between the **CITY OF ELKHART, INDIANA ("CITY")**, by and through the Lerner Governing Board, located at 229 S. Second Street, Elkhart, Indiana 46516 and **FOX VALLEY CONTRACTORS LLC ("CONTRACTOR")**, located at 1061 N Raddant Road, Batavia, IL, 60510.

RECITALS:

WHEREAS, the Lerner Theater Board needs to repair the textstone of the Lerner's exterior façade, ("**Premises**"); and

WHEREAS, the Lerner Theater desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to perform the required repairs.

WHEREAS, the CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the services listed in the Proposal-15323-1 dated December 21st, 2023, attached to this Contract as Exhibit A.

SECTION 2. Schedule.

Services described in Section 1 shall commence within a reasonable amount of time from CITY approval of this Agreement is communicated to CONTRACTOR. All services and tasks associated therewith shall be completed in the same day.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay to the CONTRACTOR the sum of Seven Thousand Five Hundred Eighty dollars (\$7, 580.00) upon inspection and approval by the City, under the terms and conditions described in the attached Exhibit A. No payment shall be made until the City's inspection reveals that the work is entirely completed and no advance payment will be made.

SECTION 4. Indemnification.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to Indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from or arise out of any act or omission of the Indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with Agreement. This Indemnification will survive

the termination of the Agreement.

SECTION 5. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 6. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 7. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 8. E-Verify Compliance.

All terms defined in LC. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to LC. § 22-5-1.7 et seq., CONTRACTOR shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. CONTRACTOR is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, CONTRACTOR shall provide the CITY with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by CONTRACTOR and delivered to the CITY's authorized representative.

Should CONTRACTOR subcontract for the performance of any work under this Agreement, the CONTRACTOR shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-verify program. CONTRACTOR shall maintain a copy of such certification for the duration of the term of any subcontract. CONTRACTOR shall also deliver a copy of the certification to the CITY within seven (7) days of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the CONTRACTOR or subcontractor subsequently learns is an unauthorized alien, CONTRACTOR shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the CONTRACTOR or any subcontractor of CONTRACTOR fail to cure within the Cure Period, the CITY has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

SECTION 9. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 10. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 11. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 12. Nondiscrimination.

CONTRACTOR shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should CONTRACTOR be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 13. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 14. Council Appropriation.


In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Elkhart City Common Council, then, the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all the required authorization as of the date first set forth above.

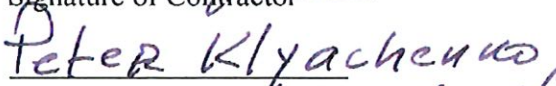
Gary D. Boyn, President

City of Elkhart, Indiana,

Lerner Governing Board



Signature of Contractor



Print Name 1 President.



FOX VALLEY CO

1061 N Raddant Road, Batavia, IL 60510
Phone: 630-761-1122 Fax: 630-761-1144

PROPOSAL - 15323-1

Date: 12/21/2023

Lerner Theatre
410 S Main St,
Elkhart, IN 46516

E-mail:
Phone:
Fax:
Att:

Project Name:

DESCRIPTION OF SERVICES	AMOUNT
Repair Textstone per the areas shown on email - Tuscony marmorino (and Veneciano plaster) finish damage	
Scope:	5,800.00
>Install layer of Sto Base coat	
>Install Textstone finish per manufacture's spec	
Boomlift rental	1,780.00
Deposit for material order required : \$2,000.00	

EXCLUSIONS: Substrate, Winter Conditions unless otherwise noted in this proposal. TOTAL AMOUNT: \$7,580.00

This estimate is based upon NON-PREVALING, NON-UNION wage rates unless otherwise noted in the proposal. This Estimate does not include the cost of any bonds. Winter Conditions are not included. Contractor to provide if needed, secure location for storage of materials and equipment, and for on-site dumpster or other container for removal of construction debris and waste. Texture and color to be selected by architect, owner, or contractor, and communicated in writing to FVC no less than 14 days prior to proposed start date. Written acceptance of this Estimate is required. Any changes in construction documents involving the proposed scope of work or any change order must be approved by FVC in writing.

Submitted by:

Peter Klyachenko
President
Cell: 630-514-2211

Acceptance Date: _____

Name and Title: _____

1. General Terms. All sales of goods and services (sometimes referred to as "work") provided by Stucco-I LLC, are made pursuant to these Standard Terms and Conditions, which include any terms or conditions on the reverse side hereof ("Terms and Conditions"). Stucco-I LLC will not be bound by the terms and conditions stated in a Contractor's or Owner's purchase order, acknowledgement or (sub)contract documents to the extent that the terms of such purchase order, acknowledgement or (sub)contract documents attempt to vary or amend these Terms and Conditions. If the Contractor's or Owner's purchase order, acknowledgement or (sub)contract documents contain terms which are inconsistent with these Terms and Conditions and the Quotation attached hereto, and such documents preceded these Terms and Conditions and Quotation, such documents shall be deemed to be a solicitation. Neither party may revoke, amend or waive the Quotation or these Terms and Conditions or any part thereof except by mutual written agreement signed by both parties. The Quotation and these Terms and Conditions shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of the parties hereto. The Contractor and Owner shall be jointly and severally responsible for payment of the goods and services described in the Quotation as well as all applicable sales, use and excise taxes, duties and assessments relating to the goods and services provided by Stucco-I LLC pursuant to the Quotation. All starting and completion dates named in these or any other documents are estimates only; and are subject to delay caused by riot, strikes, lockouts, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays, fires, floods, acts of God, war, governmental laws, regulations or orders as well as any other cause beyond Stucco-I LLC's control. In such event, Stucco-I LLC shall have the option of being excused from further performance or to extend the performance dates for the duration of such conditions. In such event, neither party shall have any liability hereunder except that Contractor and Owner shall be jointly and severally responsible for payment to the extent that Stucco-I LLC has performed before the condition occurred.

2. Terms of Payment. Payments shall be made to Stucco-I LLC's offices in Batavia, Illinois, net thirty (30) days from Contractor's receipt of Stucco-I LLC's Request for Payment, which shall reflect the work completed and services provided to the date of the Request for Payment, less previous payments and less a retainage of seven percent (7%). All such retainage shall be paid by Contractor to Stucco-I LLC; or as Stucco-I LLC may otherwise direct in writing, within 30 days of substantial completion of the work described in this Quotation, as well as any change orders agreed to in writing by Stucco-I LLC. In case payments are not made in accordance with these Terms and Conditions or, if in the reasonable judgment of Stucco-I LLC, the financial condition of Contractor or the Owner at any time does not justify the continuation of the work or the provision of services at the terms specified, Stucco-I LLC, at its sole discretion, may require full or partial payment in advance, defer further work until payment is made, or terminate the work. In such case, Contractor and Owner shall be jointly and severally responsible for payment to the extent that Stucco-I LLC has performed hereunder, including retainage. Contractor hereby acknowledges that receipt of payment from the Owner is not a condition precedent to make payment to Stucco-I LLC.

3. Scheduling and Cancellation. Contractor shall notify Stucco-I LLC in writing at Stucco-I LLC's Batavia, Illinois office no less than fourteen (14) days before the work is to commence, to allow Stucco-I LLC sufficient time to mobilize equipment and materials, and to arrange for sufficient labor for the work. Changes in scheduling thereafter must be agreed to in writing by Stucco-I LLC and may result in extra costs, which Contractor hereby agrees to pay to Stucco-I LLC upon request. By accepting this Quotation, Contractor agrees to indemnify Stucco-I LLC for any costs expended for the work, plus any expenses accrued by Stucco-I LLC in the event the project or the work is cancelled for any reason outside Stucco-I LLC's direct control. Contractor further agrees to indemnify Stucco-I LLC against all loss and expenses incurred by Stucco-I LLC by such cancellation or schedule change, including restocking charges, and rental fees and charges.

4. Limited Warranty, Warranty Claims, Limitations for Actions or Suits. Stucco-I LLC hereby expressly warrants the work outlined in the Quotation against defects in workmanship for a period of one (1) year after substantial completion of the work by Stucco-I LLC. In no event shall Stucco-I LLC be liable for any warranty claim arising from: excessive wear and tear; vandalism; usage in a manner inconsistent with the normal or intended usage of such materials; misuse; neglect; improper maintenance; work or omission by the Owner, Contractor, other subcontractors, architect, designer, superintendent, or others not under the direct supervision and control of Stucco-I LLC. Written notice of a warranty claim must be made to Stucco-I LLC's Batavia, Illinois office within said period, or within 14 days of discovery of the alleged defect, whichever term is shorter. Any action or suit against Stucco-I LLC arising out of or relating to the Quotation, these Terms and Conditions, and/or the work must be commenced within one (1) year after the cause of action has accrued.

5. LIMITATION OF LIABILITY AND DISCLAIMER. NOTWITHSTANDING ANY PROVISION IN THE QUOTATION OR THESE TERMS AND CONDITIONS TO THE CONTRARY, THE WARRANTY CONTAINED IN SECTION 4 AS LIMITED HEREIN AND THE EXPRESS WARRANTY OF GOOD TITLE, ARE THE ONLY WARRANTIES EXTENDED OR OFFERED BY STUCCO-I LLC IN CONNECTION WITH THE GOODS AND

SERVICES OUTLINED IN THE QUOTATION, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STUCCO-I LLC'S OBLIGATIONS UPON BREACH OF WARRANTY OR OTHER PROVISION OF THESE TERMS AND CONDITIONS OR QUOTATION OR AS IMPOSED BY LAW SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS AND SERVICES PROVIDED BY STUCCO-I LLC, AND IN NO EVENT SHALL STUCCO-I LLC HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR TORT DAMAGES OF ANY KIND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ALLOWANCE SHALL BE MADE FOR ANY EXPENSES INCURRED BY THE OWNER, CONTRACTOR (OR THEIR SUCCESSORS, ASSIGNS OR BENEFICIARIES) IN REPAIRING OR REPLACING ANY OTHER PORTION OF THE BUILDING, STRUCTURE OR THE PERSONAL PROPERTY CONTAINED THEREIN, SAVE FOR THE WORK OUTLINED IN THE QUOTATION, AND ANY AGREED CHANGES. STUCCO-I LLC'S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE AGREED CONTRACT PRICE, NI OF ANY CHANGES, AND IN THE EVENT OF A BREACH OF THE WARRANTY OR ANY OTHER PROVISION HEREOF BY STUCCO-I LLC STUCCO-I LLC SHALL HAVE THE OPTION TO REPLACE THE DEFECTIVE WORK OR REFUND THE MONIES PAID BY THE CONTRACTOR HEREUNDER.

6. Breach by the Contractor or Owner. Upon the Contractor's or Owner's breach of this or any other contract with Stucco-I LLC, in addition to all other remedies and at option, Stucco-I LLC may: 1) terminate the work in its entirety; and/or 2) assert any other remedy provided by law or equity. Upon the Contractor's or Owner's breach by its failure to pay as provided by these Terms and Conditions, the Contractor and/or Owner shall be liable for any and all consequential, incidental and actual damages incurred by Stucco-I LLC, including, but not limited to, any loss of profit Stucco-I LLC would have enjoyed the absence of the breach, and reasonable attorneys' fees and expenses incurred in enforcing or protecting, whether by lien, suit or otherwise, Stucco-I LLC's rights. Past due amount shall bear interest at the rate of one and one-half percent (1 1/2%) per month, but in no event higher than the highest rate permitted by law.

7. Solvency and Security Interests. The Contractor covenants and warrants that it is not insolvent at the time of accepting the Quotation and these Terms and Conditions and represents that it is the agent duly appointed by the Owner to receive notices or warnings under any applicable mechanic's lien statutes or provisions. Contractor acknowledges that Stucco-I LLC possesses lien rights to the extent that work has been performed but not paid for in full, and that it will assist Stucco-I LLC in any way reasonable necessary to perfect or establish such rights.

8. Joint and Several Liability. By accepting this Quotation, the person signing on behalf of the Owner or Contractor acknowledges that he or she is jointly and severally responsible for any amounts due to Stucco-I LLC, but which have not been paid within 30 days of Contractor's receipt of Stucco-I LLC's Request for Payment.

9. Severability and Enforceability. If any term or provision of the Quotation and these Terms and Conditions shall to any extent be held invalid or unenforceable, then such provision shall be deemed modified to the extent and in the manner necessary to render it valid and enforceable, or if the provision cannot be so modified, it shall be deemed stricken from the Quotation and these Terms and Conditions and the remaining terms, conditions and provisions of the Quotation and these Terms and Conditions shall not be affected thereby. Each term and provision of the Quotation and these Terms and Conditions shall be valid and be enforced to the fullest extent permitted by law.

10. Governing Law and Venue. The Quotation and these Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to its choice of law provisions.

11. Non-Waiver. Any failure or delay on Stucco-I LLC's part to exercise any remedy under the Quotation and these Terms and Conditions shall not operate as a waiver. Stucco-I LLC's failure to require performance of any of the terms, covenants, conditions or provisions of the Quotation and these Terms and Conditions shall not constitute a waiver of any of the rights under the Quotation and these Terms and Conditions. No condition or covenant may be waived by Stucco-I LLC without its express written consent.

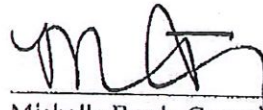
12. No Strict Construction. The parties hereto acknowledge that the Quotation and these Terms and Conditions have been freely negotiated by them and the language used shall be deemed to be the language chosen by both of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto. The parties understand, agree and acknowledge that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of the Quotation or these Terms and Conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party hereto by virtue of that party or its agent having drafted the Quotation and these Terms and Conditions or any portion thereof.

REQUEST FOR FRIENDS OF THE LERNER FUNDING OF
CRITICAL REPAIRS FOR THE LERNER

The undersigned General Manager of The Lerner requests that The Friends of the Lerner, Inc. ("FOL") provide \$7,580.00 of funds from the Special FOL Account held at the Elkhart Community Foundation for the following critical/emergency repairs needed at The Lerner, as the appropriated city funds for this request are under review and may not be readily available to cover this necessity, to wit:

The façade damage repair of The Lerner Theatre described in the attached funding request letter dated December 6, 2023, to be reviewed and approved by the Lerner Governing Board approved at its public meeting on December 13, 2023.

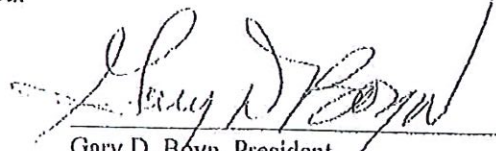
Dated: December 6, 2023



Michelle Frank, General Manager

Received by me, the duly elected President of the Lerner Governing Board ("LGB") this 6th Day of December 2023. As of this date I certify to FOL that LGB officers have reviewed the funding request of emergency lighting to the Theatre Building and the estimate for replacement in the amount of \$7580.00 and have found the estimate to be reasonable and the building repair a Critical Unfunded Need within the definition of an Approved Use under the Fifteen Year Forgivable Loan Agreement entered by LGB and FOL, and requests FOL approve this funding request in the amount of \$7,580.00. If any change orders are required for any unforeseen damages or due to increasing costs in order to complete the repair, we will submit an additional request for funding if and when needed.

Dated: December 6, 2023



Gary D. Royn, President
Lerner Governing Board

The above funding request is approved in the amount of \$7,580.00 this 7th day of December, 2023.



Rex Martin, President
The Friends of the Lerner, Inc.

EXTERNAL: Re: Organ Upgrade Request

Gary Boyn <gboyn@warrickandboyn.com>

Wed 2/28/2024 5:22 PM

To: Michelle Frank @thelerner.com <michelle@thelerner.com>

Cc: Dina Harris <diharris@iusb.edu>; Dallas Bergl <DBergl@inovafcu.org>; Tracy, Bradley <bradley.tracy@coei.org>; Davis, Kevin <kevin.davis@coei.org>; Deen Tuggle <deen@thelerner.com>

Caution: This email originated from outside of the organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Am I correct that the donor and Clark and our staff know how to do the swap and installation and we don't have to hire someone to do it. I don't see a downside if this is a simple task. Gary
Sent from my iPhone

On Feb 28, 2024, at 3:58 PM, Michelle Weir <michelle@thelerner.com> wrote:

Hi all!

Sending this to board officers first for your consideration. Please see below from Deen. In a nutshell, our resident organist wants to gift us (through a donor) with a super rare organ part for our Kimball Organ. No cost to the theatre.

I don't have an issue with this, and Deen has vetted also. Wanted to send to you all for thoughts on what would be the most appropriate way to go about this, since we would be doing some work to modify the organ in the process, but we would be swapping our old instrument piece for the new instrument piece. I wasn't sure if board action would need to be taken, so also throwing on Kevin and Bradley to this email.

Many thanks for your thoughts and consideration on how to move forward with this.

Thank you!

Michelle M. Weir

Executive Director

The Lerner Theatre

410 S. Main St. Elkhart, IN 46516

Direct Line: 574-296-7671

From: Deen Tuggle <deen@thelerner.com>

Sent: Wednesday, February 28, 2024 3:43 PM

To: Michelle Weir <michelle@thelerner.com>

Subject: Organ Upgrade Request

Good afternoon,

Clark Wilson reached out to inform us of a wonderful opportunity we have at no cost to The Lerner. The organ currently has an instrument, or set of pipes, that to most organists is deemed "useless": the English Horn. From what Clark said, it cannot really be used except in certain circumstances. Since the remodel, Clark has wished that instead of the English Horn, that in it's place was a proper Kimball Orchestral Oboe, however due to the rarity, it was likely never to happen.

Until now! Clark has a close friend in Minneapolis who owns a 1924 Kimball residence organ. This individual recently acquired a pristine Kimball Orchestral Oboe. After installing it in his home, it was very apparent that this instrument was too loud for his use. Being friends with Clark and knowing his connection with The Lerner and our beautifully restored 1924 Kimball Organ, he reached out to inquire about a straight swap of instruments.

The individual is willing to pay for all associated expenses, deliver the Kimball Orchestral Oboe, and remove the English Horn. Clark and our organ tuner Glenn Tallar are on board for this to happen and would also assist in the swap of instruments to ensure only the best for The Lerner and our Kimball Organ. Clark said that this would easily be able to be accomplished in the day or two leading up to his first film presentation on March 21st.

I think this is definitely something we should move forward with, pending board approval, as I've never seen Clark so ecstatic about something over all of these years. Clark has guaranteed that though this sounds too good to be true, that he is personally vouching for this individual and will see the project through. He has also stated that this weighs heavily in the favor of The Lerner, as the Orchestral Oboe is much more valuable than the current English Horn.

I would like to ask for the Lerner Governing Board's approval of this wonderful deal in truly elevating our beautiful 1924 Kimball organ and am prepared to speak on it at the upcoming board meeting.

Thank you,

Deen Tuggle | Technical & Facilities Director

The Lerner Theatre

410 S Main St, Elkhart, IN 46516