

City of Elkhart

Redevelopment Commission

**AGENDA FOR A SPECIAL MEETING OF THE
ELKHART REDEVELOPMENT COMMISSION
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
FRIDAY, JANUARY 29, 2020 at 11:30 A.M.**

THIS MEETING WILL BE HELD ELECTRONICALLY VIA WEBEX

To join, go to <http://coei.webex.com>, enter 180 061 9633 as the event number and “redevelopment” as the event password. The meeting can also be accessed using the following link:

<https://coei.webex.com/coei/j.php?MTID=m62dd56c10f218df7d35d52e62a1c78a1>

To join by phone, call 1-415-655-0001, enter 180 174 1842 # #

*Press * 6 to unmute telephone*

Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to dana.donald@coei.org prior to the meeting.

1. **Call to Order**
2. **New Business**
 - a) Approval of Crowe Agreement Area 3 Expansion
 - b) CDBG- Approval of \$550,000 for NRSA Parks Projects
3. **Staff Updates**
4. **Other Business**
5. **Correspondence / Announcements**

Lerner Board Minutes 12/09/2020
6. **Public Comment**
7. **Adjournment**

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CROWE LLP CONTRACT FOR TIF REVENUE ANALYSIS REGARDING EXPANSION OF ALLOCATION AREA 3 AND APPROPRIATING FUNDS

WHEREAS, the Commission has previously contracted with Crowe, LLP to provide financial consulting services on the GLC/Martin's Project and desires to employ Crowe to provide additional services to provide an analysis of the TIF revenue generated from Downtown Allocation Area No. 3 in order to determine if that Allocation Area needs to be expanded onto some or all of the remaining GLC Project Area (the "Services"); and

WHEREAS, the Commission has reviewed the proposed scope and cost for the Services as set forth in the attached Fee Agreement (the "Agreement") and believes it is in the best interest of the City and its inhabitants that the Services and Agreement be approved, and the funds appropriated to pay the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of the Crowe, LLP to perform the Services on an hourly rate basis at a not-to-exceed fee of \$10,000 without prior approval by the Commission, as set forth in the attached Agreement.
2. The Commission approves the terms of the Agreement.
3. The Commission appropriates the sum of \$10,000.00 from the Elkhart Capital Outlay Fund to cover the cost of the Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.
4. The Commission authorizes its officers to execute and deliver the Agreement and to do all acts which they deem necessary and desirable to carry out the terms and obligations contemplated therein.

ADOPTED BY MAJORITY VOTE THIS 29th DAY OF JANUARY 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary



Crowe LLP
Independent Member Crowe Global

135 Pennsylvania Street, Suite 200
Indianapolis, IN 46204-2407
Tel 317-632-1100
Fax 317-635-6127
www.crowe.com

January 12, 2021

Sandi Schreiber
City of Elkhart
229 S 2nd St.
Elkhart, Indiana 46516-3112

Dear Ms. Schreiber:

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "we" or "us") to provide consulting services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") in connection with Consulting Services for City of Elkhart ("Client" or "you" or "your") from information provided by Client or information provided to Crowe on Client's behalf. The attached Crowe Engagement Terms, and any attachments or addendums thereto, are an integral part of this letter agreement and are incorporated herein (collectively, the "Agreement").

SCOPE OF CROWE SERVICES

Crowe will provide Services to Client which are outlined in Attachment A.

Crowe will be providing services as a Municipal Advisor and not as a Registered Dealer.

Because these Services will not constitute an audit, review, or examination in accordance with standards established by the American Institute of Certified Public Accountants, Crowe will not express an opinion as defined by the AICPA assurance standards. Crowe has no obligation to perform any Services beyond those listed in Attachment A. If Crowe performs additional services beyond those listed, other matters might come to Crowe's attention that would be reported to Client. Crowe makes no representations as to the adequacy of the Services or any Deliverables for Client's purposes. Crowe will prepare the work product ("Deliverables") listed in Attachment A.

Crowe Services, any Deliverables, and any other work product are intended for the benefit and use of Client only. There are no intended third-party beneficiaries to this Agreement. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

This engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist, and Crowe will not address legal or regulatory matters or abuses of management discretion, which are matters that should be discussed by Client with Client's legal counsel. Client is responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Client agrees Crowe may rely on the information provided to Crowe without investigation

or other attempts to verify its accuracy or completeness. Client has determined that Crowe's provision of Services shall not violate any statute or regulation.

Client agrees to be responsible to: make all management decisions and perform all management functions. Client will designate a management representative who possesses suitable skill, knowledge, and/or experience, to oversee the Services; evaluate the adequacy and results of the Services performed and any Deliverables; accept responsibility for the results of the Services; and establish and maintain internal controls, including monitoring ongoing activities. The management representative shall be knowledgeable in all laws, regulations, and industry practices applicable to the Services, any Deliverables, and any other work product. Client will be responsible to determine and approve the risk, scope, and frequency of Services to be performed, and the management representative shall coordinate, review, and approve Crowe's performance of Services. Client will be responsible for communicating Crowe's findings within Client's organization, and Client shall be responsible for determining when, whether, and how any recommendations or Deliverables from Crowe are to be implemented.

Client shall also ensure that it has all rights and authority necessary to permit Crowe to access or use any systems or third-party products during performance of Services. For any third-party software applications, or related hardware, used by Client and to which Crowe must have access for purposes of providing the Services, Client represents that it has obtained any necessary licenses for Crowe to perform the Services.

ACCEPTANCE OF FORMAL DELIVERABLES

Any issues with a Deliverable after a Deliverable is accepted shall be treated as a change in scope of the engagement.

DEFINITION OF ENGAGEMENT COMPLETION

This engagement shall be concluded upon acceptance of the Deliverables or when terminated in writing by one of the parties.

DISCLOSURE OF CONFLICT OF INTEREST

Pursuant to MSRB Rule G-42, if any known material conflicts of interest based on the exercise of reasonable diligence by Crowe are determined, Crowe will provide a written statement to the Client to that effect. As of the date of this Agreement, Crowe is not aware of any material conflicts of interest.

QUALIFICATIONS

Crowe is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities and Exchange Commission (SEC) as a Municipal Advisor. As a Municipal Advisor, Crowe is required to file a Form MA pertaining to Crowe and Form MA-I for each employee engaged in Municipal Advisory activities. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Such information can be viewed on the U.S. Securities and Exchange Commission EDGAR Company Filings. Crowe LLP CIK#: 0001620621 filings can be viewed at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001620621&owner=exclude&count=40>

Crowe's latest MA-A was accepted on June 16, 2020.

The MSRB is the principal regulator in the municipal securities market and develops rules for financial professionals designed to ensure a fair and efficient market by preventing fraud and other unfair practices, establishing professional qualifications, supporting market transparency, and applying uniform practices to the industry. The MSRB offers a brochure that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority. This brochure is located on the MSRB website at www.msrb.org.

FEES

The fees and expenses for this engagement are outlined in Attachment A.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fee payment arrangements are designed for clarity and efficiency and will frequently not correspond to the amount of time and cost we incur on your behalf during a particular calendar period for a variety of reasons. While we may bill you for services on an equal monthly payment, our professional fees and expenses incurred will often exceed the monthly billing amount early in the contract period because of engagement planning. You agree that in the event, regardless of the cause, the arrangement under this letter is terminated, you will pay us any professional fees and expenses incurred in excess of billings received, in addition to any termination payment this letter might require. Similarly, in the event of early termination, if your payments have exceeded our fees and expenses, we will return the excess payments to you.

The above fees are based on the services plan that details the scope and frequency of the work to be performed. Fees and expenses for any additional projects or services will be agreed to and billed separately.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, Crowe will so advise Client. Further, these fees do not consider any time that might be necessary to assist Client in the implementation or adoption of any recommendation made by Crowe.

Our fee estimates assume that personnel of the Client will assist us in gathering the information necessary to perform the engagement, including obtaining supporting documents, pulling customer files, following up on exceptions, and in other similar ways. We also assume that no irregularities will be discovered, no unusual procedures will be required, internal control is reasonably adequate, and there will be no substantial changes in the operations of the Client. If unforeseen circumstances indicate that the fees will change, the situation will be discussed with management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

CONTRACT TERMINATION

From time-to-time, businesses decide that an Agreement does not continue to meet their needs. Accordingly, we mutually agree that either party can terminate this engagement upon delivery of written

notice 90 days prior to the date of the desired termination. We also mutually agree that specific scope elements may be terminated upon delivery of written notice 90 days prior to the date of the desired termination.

This Agreement will terminate with the completion of the Scope-of-Services.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Indiana without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page follows)

City of Elkhart

5

January 12, 2021

ACCEPTANCE

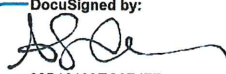
I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above.

City of Elkhart

Crowe LLP

Signature

DocuSigned by:

38B16199EC6E47F...

Signature

Alicia Antonetti-Tricker

Printed Name

Printed Name

Principal

Title

Title

January 14, 2021

Date

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA") and, to the extent applicable, the Public Company Accounting Oversight Board ("PCAOB"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a "Crowe Subcontractor"). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation (“GDPR”), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data (“EU Personal Data”). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement (“Materials”). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client’s own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client’s requirements or the scope of the Services, Crowe’s fees will be modified to a mutually agreed amount to reflect the changed level of Crowe’s effort.

PUBLICATION – Client agrees to obtain Crowe’s specific permission before using any Report or Crowe work product or Crowe’s firm’s name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe’s permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client’s name and generally describe the nature of Crowe’s engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe’s Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe’s liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe’s Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client’s affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year

after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

SECURITY TESTING RISK – Client acknowledges and agrees that the types of services to be provided under this agreement carry an inherent risk including breach of security, breach of confidentiality, and system crashes with resulting damage. Client shall be solely responsible for maintaining up to date and working backup copies of all its original software and data.

ATTACHMENT A

Services

Municipal Advisory Services related to the Meijer Project (the "Project")

1. Estimate on a yearly basis Tax Increment Finance (TIF) revenues generated from the parcels associated with the Project.
2. Analyze the length of time these revenues will require for the City to recover initial investment.
3. Provide additional on-call municipal advisory services as requested by the commission with respect to the Project

Total fees will not exceed \$10,000 without prior approval of the Commission.

Should the Commission desire to issue bonds or notes, Crowe will prepare a separate engagement letter for the scope of debt issuance.

Our fees will be charged at an hourly rate on a time and materials basis, charging for professional time incurred by our personnel in connection with this engagement. The following hourly rates will be used:

Partner/Director	\$425 - \$500
Senior Manager	\$325 - \$375
Manager	\$200 - \$250
Staff/Senior Staff	\$140 - \$190
Out-of-pocket expenses	At Cost

We will invoice you for our services on a monthly basis as services are rendered and for out of pocket expenses as they are incurred.

Out-of-pocket expenses paid by Crowe are billed to the Client at cost. These expenses generally include, but are not limited to, communication, printing (including, without limitation, printing the Official Statement, to the extent applicable), binding, electronic marketing, electronic bidding expense, evaluation software and travel expenses incurred on behalf of the Client.

Should the project terminate prior to completion (bond issue prior to the issuance of the bonds) we will invoice the Client for the time and out-of-pocket expenses through the date of project termination. Otherwise, our fees can be paid from bond proceeds at closing.

RESOLUTION NO. 21-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY
OF ELKHART, INDIANA, APPROPRIATING FUNDS FOR LOCAL
PUBLIC IMPROVEMENTS AT FIVE CITY PARKS

Whereas, the City and Parks Department have developed a program to upgrade all city parks by adding ADA pathways and ADA accessible playground equipment, installing permanent benches and tables and generally upgrading and beautifying the parks, and have requested approval of \$550,000 of funding for improvements at High Dive, Willowdale, Studebaker, Edgewater and Beardsley Parks as set forth on the attached 2021 NRSA Park Projects list (the "Designated Park Projects"), which request includes an approximate 3.5% cost contingency fund, to be appropriated from the Community Development Block Grant Program; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to appropriate the funds to cover the cost of the Designated Park Projects.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the funding request for the Designated Park Projects.
2. The Commission appropriates the sum of \$550,000.00 from the Community Development Block Grant Fund to pay for the cost of the Designated Park Projects, with any funds not expended to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to perform all acts and enter into all Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS _____ DAY OF _____ 2021.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

2021 NRSA Park Projects

Location	Item	Amount
High Dive	Playground Equipment	\$86,126.38 On Order
	Wood Chips	\$3,300.00 est
Willowdale	Playground Equipment	\$100,888.02 On Order
	Wood Chips	\$3,300.00 est
Goshen/Jackson	Walking path	\$69,049.00 Bid
Studebaker	Wakling path	\$70,000.00 est
Park Ave and 3rd st and Ullery Studebaker and Roosevelt	Concrete work	\$15,490.00 Quote
	Concrete work	\$9,600.00 invoiced
Edgewater/Beardsley	Kayak Docks ADA	\$64,365.20 on order
Park Amenities		
	Benches (21)	\$26,250.00 On order
	Picnic tables (2)	\$1,740.00 On order
	Square Picnic Table (3)	\$4,350.00 On order
	Square Game Picnic Table (3)	\$3,900.00 On order
	Grills	\$200.00 On order
	Trash Cans (39)	\$51,168.00 On order
	PlayGround Signs Age appropriate	\$3,484.62 invoiced
	Message Boards	\$17,937.23 On order

\$531,148.45

Available to fund

Using 2018 funds (844)	\$295,930.57
Using 2018 funds (826)	\$4,360.00
Using 2019 funds (865)	\$100,490.85
Using 2020 funds (897)	\$200,000.00

\$600,781.42

Remaining Balance Pub Fac (897) \$69,632.97

LERNER THEATRE BOARD
Wednesday, December 09, 2020

President Gary Boyn called the Regular Meeting of the Lerner Theatre Board to order at 10:00 a.m. on Wednesday, December 9, 2020. The Clerk of the Board, Nancy Wilson called the roll. Member Gary Boyn was present. Diana Lawson, Ashley Martin, Dallas Bergl and Dina Harris were present on WebEx. Jamie Arce was absent.

1. AGENDA

On motion by Dallas Bergl, seconded by Diana Lawson and carried, the agenda was approved as presented. On motion by Ashley Martin, seconded by Dina Harris and carried 5-0, the Board gave Gary Boyn the authority to sign all of the approvals during this meeting.

2. MINUTES: Regular Meeting November 12, 2020

On motion by Dina Harris, seconded by Diana Lawson and carried 4-0-1 Dallas abstained, the Board adopted the minutes from November 12, 2020.

3. TREASURER'S REPORT

Financials-October 31, 2020

Michelle Frank noted that Michelle Adams could not attend the meeting. The October 31, 2020 financial report was submitted to the Board for review. Total operational expenses of \$1,083,591 were covered by a City contribution of \$946,030 (87%) and a Lerner contribution of \$137,560 (13%). This compared with 2019 City's contribution of 40% and the Lerner's contribution of 60%. The YTD net income from theatre operations only (shown as gross profit) at the end of the period was \$127,074 which was a decrease of \$341,900 from 2019. The YTD net loss for all Lerner operations (including City expenses) at the end of the period was (\$155,849) which was a decrease of \$172,818 from the net profit on last year's statement of \$16,969. On budgeted City Operational Expenses alone we were under-budget by \$267,644 year to date. On motion by Dina Harris, seconded by Diana Lawson and carried, the Board accepted the financial report as presented.

Claims

On motion by Dina Harris, seconded by Dallas Bergl and carried, the Board approved the claims and allowance docket totaling \$17,652.11 as listed on the register consisting of 14 pages as prepared on December 7, 2020 at 2:09 p.m.

4. PRESIDENT'S REPORT

Gary let everyone know the next meeting would be Election of Officers. He thanked everyone for working so hard in a very difficult year.

5. CRYSTAL BALLROOM CATERING

Kurt Janowsky was on line and had nothing to report. He discussed 2021 with the Board which picks up in April and May.

6. GENERAL MANAGER'S REPORT

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

GENERAL MANAGER REPORT
PREPARED BY: MICHELLE FRANK

Activity (December-
February)

As % of 90 days

LERNER THEATRE BOARD
 Wednesday, December 9, 2020

2 Events	24%	Activity in theatre	
1 Ticketed Events	9%	Ticketed events	
1 Non-Ticketed Events	0%	Non-Ticketed events	
10 Rehearsal Dates	16%	Rehearsal Space	

Compare to 2019 Board Report Ticketed Events: 15
 Compare to 2019 Board Report Non-Ticketed Events
 +Rehearsals: 19

- The two events canceled in the theatre in the months of November and December took on a virtual format. The Nutcracker by the Conservatory of Dance utilized The Lerner for three rehearsal dates before doing a virtual filming of the show. The Lerner will see revenue through the rental of the theatre in both rehearsal dates and a full rental date during the filming of the event, plus any labor used to facilitate their events. Lerner Christmas by Premier Arts has a similar format with rehearsal dates and one full filming day. Lerner Christmas will air on WHME TV on December 20th and December 24th in lieu of an in-person performance.
- The Christmas window displays at The Lerner were an incredible success! Huge thank you to Premier Arts for their creativity and dedication to the project. We have seen publicity from WSBT, WNDU, ABC57, Froggy, Elkhart Truth, South Bend Tribune and all over social media. We have seen between 50-200 people visiting the windows each day and the positivity behind the window displays has been tremendous!
- At the end of November, I brought in Dustin Kaehr for a team building and training day with the full time management team at the theatre. Dustin is a leadership development professional that the city is using for the Leadership Bootcamp. This was a full day of training and team building in the Crystal Ballroom. The content of the Leadership Bootcamp with the City has been beneficial, but I wanted to bring Dustin in to work with our team at The Lerner specifically, as we operate differently than other city departments. We focused on communication strategies and how each team member operates within the team, how to acclimate new team members into this very strong team and how to build on our successes into future goals. The team walked away with some new strategies that I believe will prove to be beneficial and strengthen us further, but also with the re-affirmation from Dustin that the team we have is a very strong one and he can see that in how we communicate and work together towards the common goal of a stellar guest experience.

OPERATIONS MANAGER REPORT
 PREPARED BY: SARAH TAYLOR

Accomplished in November:

- Cleaned out new Box Office Supervisor office so they have a clean workplace when they join our team
- Assisted Sara Hicks with various tasks since she has been taking on her new role while still performing the tasks of her old position

LERNER THEATRE BOARD

Wednesday, December 9, 2020

- Worked with a presenter and City HR for the Management Boot Camp in the building. This was rescheduled and relocated multiple times, but the team has pulled together and, thus far, been extremely successful
- Contacted various local restaurants and businesses to purchase gift cards for our Lerner Volunteers to show them appreciation of everything they've done this year. This was something I worked on with Sonny to make sure Christmas cards (along with the gifts) were given to each active volunteer.
- Reached out to local restaurants to purchase gift cards for some of our out of town Promotors to include in a Christmas card for each of them.

Goals for December:

- Finish Editing the Box Office Manual: With the hiring of the new Box Office Supervisor, I'm hoping to get through the Box Office Manual edits for Sara Hicks as soon as possible. Sara updated the procedures and I'm hoping to make sure everything is ready for the new staff member when they arrive.
- Management Boot Camp: Finish up management boot camp and use the notes and material provided to work on bettering myself as a manager for our team.
- Volunteer Communication: I'm hoping to get a Facebook page in place for our current Lerner Volunteers so they can communicate with one another and share with one another.
- Volunteer and Promotor Christmas Cards: After getting the various gift cards I worked with Sonny to make sure the cards we addressed for each of the volunteers. I made sure everyone on the staff signed the cards and then with the help of Michelle, stuffed over 100 Christmas cards to be mailed out for Christmas. We're hoping this brings a little cheer to a very different year.

MEDIA SPECIALIST REPORT PREPARED BY: SONNY LISI

E-Blast Reporting – November 2020

Campaigns Sent	1
Total Emails Sent	24
Emails Opened	42
Emails Clicked Through	0
Starting Subscribers	16,598
Ending Subscribers	16,614
Average Emails Per Campaign	24

Tickets Purchased by City

City	Tickets
Elkhart	13
Granger	5
Bristol	3
South Bend	2

LERNER THEATRE BOARD
 Wednesday, December 9, 2020

Niles	2
Goshen	2
White Pigeon	1
Thornton	1
Sycamore	1
Spring	1

November Accomplishments

- Worked with our website host, web designer, and city IT to address multiple issues with our website losing functionality after a previous registrar transfer. Communicated with all parties and am now facilitating a full website transfer to a web host owned by the city, leaving us with complete control for the future.
- Replaced and reprogrammed the Raspberry Pi device that houses our Lobby Control mobile app after it had been malfunctioning and locking up at regular intervals.
- Worked with the Tech team during Management Boot Camp events so all managers could attend. Controlled lobby access and monitored the sound board during the presentations.
- Live streamed the reveal of our Christmas window displays depicting the story of Rudolph the Red-Nosed Reindeer on Facebook.
- Designed, printed, and mailed Christmas cards to our annual Christmas card list.

December Goals

- Finish installing digital displays outside the dressing rooms and Green Room, then create a document detailing how to access their programming and display contents so all management staff has knowledge of how to use them. Previous attempts to finish this project were put on hold due to a number of staff out of the office due to COVID exposure precautions.
- Continue supporting the Management Boot Camp events each week, including lobby control and sound monitoring.
- Start gathering information and preparing a 2020 year-end report listing statistics and accomplishments throughout the year.

BOX OFFICE/OFFICE MANAGER PREPARED BY: SARA HICKS

Date	Time	Event Name	On Sale Date	Sold	Net Revenue	Hist. Fee	Total Revenue
11/28/2020	10:00 AM	Tutu School Bravo Bash - Cancelled	10/16/2020	0	\$0.00	\$0.00	\$0.
11/28/2020	6:00 PM	The Nutcracker - Cancelled - Refunds Complete	10/16/2020	-47	-\$954.00	-\$117.50	-\$1,071.
12/11/2020	7:30 PM	Premier Arts: A Lerner Christmas - PENDING - Show will not take place in person	11/7/2020	84	\$1,268.00	\$210.00	\$1,478.
12/11/2020	7:30 PM	Premier Arts: Elf the Musical - Leaving Season - Now: A Lerner Christmas - Totals reflect refunds and exchanges into now cancelled Lerner Christmas	10/11/2019	-7	-\$36.50	-\$17.50	-\$54.
1/30/2021	7:30 PM	The Price Is Right Live!	10/28/2019	4	\$249.00	\$10.00	\$259.
5/14/2021	8:00 PM	Gordon Lightfoot	12/12/2019	4	\$323.80	\$10.00	\$333.
6/26/2021	8:00 PM	Kansas - NEW DATE	9/24/2019	7	\$708.00	\$17.50	\$725.
11/12/2021	7:30 PM	Stars of the Sixties	3/5/2020	-14	-\$929.25	-\$35.00	-\$964.

Total Ticket Revenue	\$706.55
----------------------	----------

LERNER THEATRE BOARD
Wednesday, December 9, 2020

Accomplishments for November 2020

- Hired a new Box Office Supervisor, will be starting the week of December 6, 2020.
- Received completed edits on Box Office Manual, ready to move to completion for team.
- Began to update all contact information and passwords for Office Manager and update SOP files for Office Manager with that information, especially important utilities etc.
- Continued to learn new tasks for Office Manager role and begin to complete end of the year tasks. At the same time, continue to refine learning of regular A/P and A/R tasks. Within this, completed 2nd month of Payables packets.

Goals for December of 2020

- Attempt to hire additional part time Box Office staff.
- Welcome and train our new Box Office Supervisor.
- Complete Box Office Manual.
- Continue to expand knowledge of Office Manager tasks.
- Prepare all tracking documents for 2021.

TECHNICAL THEATRE MANAGER PREPARED BY: ANDREW KREIDER

Overview:

November was a busy month for the tech department, with multiple live-streamed sessions in the theater. In the spaces between events, the tech department worked with a rigging expert to complete overhaul of the stage flyrail system and install industry standard safety cables for the over-house truss. Because the theater was in use so much, a couple of our infrastructure projects were postponed until December - notably the installation of the under-balcony speaker system and overhaul of the theatrical lighting control system.

Accomplished in October:

- Multiple live-streamed meetings in the theater, including 12 open-enrollment health insurance sessions and four leadership boot camps.
- Overhaul and rebalancing of all lift lines on flyrail system.
- Installation of industry-standard safety cables for over-house truss.
- Hanging of new cyc curtain onstage.
- Re-hanging of main speaker line-array in theater, incorporating two additional speaker boxes on each side.
- Repair of Ballroom A projector lift. Completion of Ballroom A/V upgrades.
- Support for Premier Arts in installation of window displays.
- Contemporary Nutcracker performance onstage, with no audience, for video shoot.

Upcoming tasks:

- Installation of under-balcony speaker ring
- 10-year maintenance of theatrical lighting system, with an expert from Vincent Lighting Systems who did the original install. Installation of new lighting touch panel on stage, and re-wiring on stage and in the main dimmer room.
- Support for Premier Arts video shoot of Lerner Christmas

LERNER THEATRE BOARD
Wednesday, December 9, 2020

Marketing

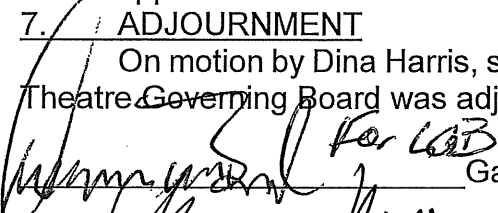
Michelle introduced Stephanie Krol of Stephanie Krol Public Relations. Prior to developing a relationship with the Lerner Theatre, Stephanie worked for Premier Arts and Michelle was quite familiar with her. When Paul Davis left the Marketing position in April, and with COVID challenges all year, Michelle saw the opportunity to expand Lerner with SKPR and with EyeDart. Stephanie did a wonderful job promoting the Christmas Windows. Stephanie spoke to the Board and said it has been an honor working with the Lerner and she is looking forward to joining forces with them in 2021. She gave them a snapshot of her plans in January including relationship building and telling the Lerner story locally, regionally, and nationally. On motion by Dina Harris, seconded by Ashley Martin and carried 5-0, the Board approved a Resolution approving a contract with Stephanie Kroll Public Relations Services for 2021 for an annual fee of \$15,000.00.

2021 Calendar

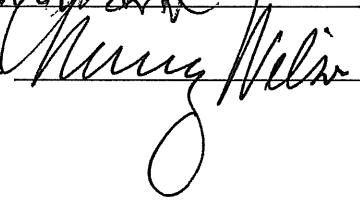
On motion by Dina Harris, seconded by Diana Lawson and carried 5-0, the Board approved the Lerner Governing Board meeting dates.

7. ADJOURNMENT

On motion by Dina Harris, seconded by Ashley Martin and carried, the Lerner Theatre Governing Board was adjourned at 10:51 a.m.

 For CAB

Gary Boyn, President

Attest 

Nancy Wilson, Clerk of the Board