



City of Elkhart
Redevelopment Commission

AGENDA FOR AURORA CAPITAL DEVELOPMENT CORPORATION
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
Tuesday, January 9, 2024 at 3:30 pm

THIS MEETING WILL BE HELD IN PERSON AND ELECTRONICALLY VIA WEBEX

To join, go to

<https://coei.webex.com/coei/j.php?MTID=mf9a9a7ed11c8fe617be9010966c555c4>

Enter 2301 520 1791 as the event number and ACDC1 as the event password.

To join by phone, call 415-655-0001, enter 2301 520 1791##

*Press * 6 to unmute telephone*

1. Call to Order
2. Approval of November 14, 2023 Minutes and December 12, 2023 Minutes
3. Election of Officers for 2024
4. Approval of Contract for Services
5. Adjournment



City of Elkhart
Redevelopment Commission

**Aurora Capital Development Corporation
Meeting Minutes
Tuesday, November 14, 2023**

Present: Alex Holtz, Dina Harris, Wes Steffen, Gary Boyn, Kristen Smole, Drew Wynes, Jacob Wolgamood, Mary Kaczka and Sherry Weber (Recording Secretary).

Present via Webex: Sandi Schreiber, Chris Pottratz

Call to Order:

This meeting was held in-person, telephonically and virtually through WEBEX. Mr. Steffen called the meeting to order at 3:30 pm.

Approval of October 10, 2023 Minutes:

Mr. Steffen asked for a motion to approve the October 10, 2023 minutes. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, non-opposed. Minutes approved.

August Aurora Expense Report from Jerry Kearns

Mr. Steffen asked for a motion to approve the October 2023 Aurora Capital expense report for \$122.93. Moved by Mr. Holtz. Seconded by Ms. Harris. Roll call vote, all in favor, non-opposed. Motion approved.

Adjournment

There being no further discussion, Mr. Steffen asked for a motion to adjourn the meeting. Moved by Ms. Harris. Seconded by Mr. Holtz. Roll call vote, all in favor, non-opposed. Motion approved. Meeting adjourned at 3:32 pm. Next meeting is on Tuesday, October 10, 2023 at 3:30 p.m. in Council Chambers.

Sandra Schreiber, President



City of Elkhart
Redevelopment Commission

**Aurora Capital Development Corporation
Meeting Minutes
Tuesday, December 12, 2023**

Present: Dina Harris, Gerry Roberts, Sandi Schreiber, Wes Steffen, Gary Boyn, Mike Huber, Adam Fann, Drew Wynes, and Sherry Weber (Recording Secretary).

Present via Webex: Chris Pottratz

Call to Order:

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 3:32 pm.

November Aurora Expense Report from Jerry Kearns

Mrs. Schreiber asked for a motion to approve the November 2023 Aurora Capital expense report for \$136.79. Moved by Ms. Harris. Seconded by Mr. Roberts. Voice vote, all in favor, non-opposed. Motion approved.

Adjournment

There being no further discussion, Mrs. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Roberts. Seconded by Mr. Steffen. Voice vote, all in favor, non-opposed. Motion approved. Meeting adjourned at 3:34 pm. Next meeting is on Tuesday, January 9, 2024 at 3:30 p.m. in Council Chambers.

Sandra Schreiber, President

RESOLUTION OF THE BOARD OF DIRECTORS OF
AURORA CAPITAL DEVELOPMENT CORPORATION

Whereas, The Board has established the Aurora Capital Loan Fund to provide funding for start-up businesses and business expansion and desires to contract with Steve Watts to provide loan manager services; and

Whereas, Aurora counsel has prepared and submitted the attached Contract for Services for Aurora's review and approval, and authorization to submit to Watts for review and approval (the "Contract").

NOW THEREFORE, BE IT RESOLVED:

1. The Board approves the form and content of the Contract.
2. The officers are authorized to negotiate and approve any additional provisions they deem appropriate, execute and deliver the Contract in substantially the form attached hereto, and do all other acts they deem necessary and appropriate to carry out the terms of this Resolution.

Adopted by majority vote this 9th day of January 2024.

Sandra Schreiber, President

Attest:

, Secretary

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January, 2024, between Aurora Capital Development Corporation, an Indiana Not-For-Profit corporation, whose address is 201 South Second Street, Elkhart, Indiana 46516 ("Aurora") and Steve Watts ("Contractor"), whose address is _____.

RECITALS

1. Aurora desires to employ Contractor to provide loan management services for its programs conducted in conjunction with the Gateway Mile Loan Fund and Aurora's separate loan program to provide start up and gap financing to new and expanding businesses located in the City of Elkhart (the "Fund"), consistent with the Scope of Services attached hereto (the "Services"); and

2. Aurora desires to employ Contractor as an independent contractor and Contractor is willing to provide the Services required, on that basis, in accordance with the terms of this Agreement.

In consideration of the contract price and other agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Employment of Contractor. Aurora employs Contractor to perform, and Contractor agrees to perform, the Services.

2. Scope of Services. The Services will be in accordance with the Scope of Services attached hereto.

3. Compensation. Aurora will pay Contractor for the Services performed at the rate of \$100.00 per hour, plus mileage at Sixty-Seven Cents (\$0.67) per mile for use of Contractor's private vehicle, and reimbursement of out of pocket costs. Contractor will submit written, itemized invoices describing each project, and the type of work and time spent by Contractor for each billed service, on a monthly basis. Any reimbursement request for out of pocket costs must be accompanied by third party invoices or receipts. Contractor understands and agrees that his billings will be submitted to Aurora, not more often than monthly, for approval and payment and it may take as much as 60 days for payment on each such approved billing to be issued.

4. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the Aurora. Contractor shall have no power or authority to act on behalf of the Aurora or bind Aurora to any contract. Contractor shall carry adequate insurance to cover his employees, if any, and himself from any liability for injury to person or property arising from the performance of his duties, including workmen's compensation insurance for his employees, and will provide proof of such insurance to Aurora, on request.

5. Taxes. Contractor shall pay his own taxes incurred from income generated on this project, and understands that Aurora will not withhold or pay on behalf of Contractor or any of his employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax.

6. Indemnification. Contractor shall indemnify and hold Aurora harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor's performance of his duties hereunder.

7. Default. If Aurora fails to pay Contractor as and when due for his services, or Contractor fails to perform as required hereunder, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non defaulting party may claim default, and terminate this Agreement. Aurora will be responsible to pay for work actually performed by Contractor to the date of default, excluding any excess costs incurred in replacing Contractor and completing Contractor's duties.

8. Bankruptcy, Insolvency. As this is a personal service contract, and Aurora is relying on the expertise of Contractor and his ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and Aurora shall have the right to replace Contractor.

9. Term. The original term of this Contract shall begin on January 1, 2024 and terminate on December 31, 2024. This agreement shall automatically renew on a year to year basis thereafter on the same terms unless terminated by either party on not less than 30 days prior written notice, subject to any future adjustment of level of compensation by mutual written agreement of the parties. Notwithstanding the above, either party may terminate this Agreement at any time by providing the other 30 days prior written notice, in which event all Services will be terminated upon the expiration of that notice period. In the event of such termination, Aurora will pay for only those Services actually performed.

10. Certification of Compliance with IC 22-5-1.7. Contractor affirms that in the event he hires employees to assist him in providing the Services, he will enroll in and verify the work eligibility status of all newly hired employees under the E-Verify program, so long as it exists, and that he does not knowingly employ an unauthorized alien.

11. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.

12. Assignment. This contract is not assignable.

13. Amendment. This contract may only be amended in writing, signed by the parties hereto.

14. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.

15. Applicable Law, Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.

16. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.

**AURORA CAPITAL DEVELOPMENT
CORPORATION**

By:

Sandra Schrieber, President

Steve Watts

SCOPE OF SERVICES

Aurora Loan Fund

Service for existing loans and new loans include:

- 1) Making contact with “community” persons who may have influence and/or contact with persons needing gap or start up financing;
- 2) Receiving phone calls and emails from prospective applicants and setting up meetings to talk to them about our program and explaining the important points we look for before taking a loan request to the Aurora Board;
- 3) Putting together a loan “writeup” for presentation to the Aurora Board;
- 4) Presenting loan requests to the Aurora Board; also keeping the Board up-to-date on the status of each loan;
- 5) Sending out loan payment notices each month to the loan recipients;
- 6) After a loan is approved, sending out a commitment letter to the applicant to obtain his/her approval on the terms and conditions of the loan approval;
- 7) If the loan is approved, following through with attorney for preparation of loan documents, following through with the title company if a mortgage is involved, following through with issuance of loan, then making sure all supporting documents are received and signed to assure a viable documented loan (this includes flood zone certificate, environmental questionnaire, company (borrower) organizational documents, etc.);
- 8) Being available to anyone in the community who may have questions/comments about the Loan Fund and advising how we can make it better or more responsive to the needs of the community;
- 9) Working with Lake City Bank as needed in the Bank’s efforts to collect and account for all loan payments, sending out late payments notices, meeting with Borrowers when delinquencies occur and with legal counsel when collection efforts are needed.

For Gateway Mile Guaranty Requests:

- 1) Providing a loan writeup and GMLF applicant evaluation sufficient to establish that the loan applicant is a solid risk, has a sound business plan, a good credit rating, and that Aurora should approve providing a 30% deficiency guaranty.
- 2) Presenting the request, evaluation and recommendation, in person, to the Aurora Board, answering questions and providing additional information on requests.
- 3) Working with Aurora legal counsel to prepare the Deficiency Guaranty and related documents, and assisting with the execution and circulation of final signed documents.