

1 BILL NO. R-18-02-27

2 RESOLUTION - R _____

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4 A RESOLUTION APPROVING THE MUNICIPAL
5 RIVERFRONT DEVELOPMENT DOWNTOWN DINING
6 DISTRICT LIQUOR LICENSE

7 WHEREAS, the City of Fort Wayne has created the Municipal
8 Riverfront Development Project, known as the Downtown Dining District, to
9 continue the current progress in the redevelopment of downtown; and

10 WHEREAS, Indiana Code 7.1-3-20, authorizes the issuance of
11 certain, non-transferable permits to sell alcoholic beverages for on-premise
12 consumption in a restaurant located on land or in a historic river vessel within
13 a municipal riverfront development project; and

14 WHEREAS, to be considered for a recommendation for approval of a
15 221-3 Riverfront License from the Indiana ATC, an applicant submit a
16 Downtown Dining District Liquor License Application and shall enter into a
17 formal written agreement with the municipality; and

18 WHEREAS, Caliente Cuban Café, LLC has submitted an application
19 for a Downtown Dining District Liquor License, a copy of which is attached
20 hereto as Appendix 1 and is prepared to enter into a formal written
21 agreement with the City of Fort Wayne, a copy of which is attached hereto as
22 Appendix 2; and

23 WHEREAS, the application and agreement meet the criteria
24 established by Resolution R-105-15 as adopted by Common Council;

25 NOW, THEREFORE, BE IT RESOLVED, The Common Council
26 of The City of Fort Wayne, Indiana:

27 Section1. That the City of Fort Wayne Common Council hereby approves the
28 "Downtown Dining District" application and agreement between The City of
29
30

1 Fort Wayne and Caliente Cuban Café, LLC, and hereby provides the
2 required local recommendation to the Indiana Alcohol and Tobacco
3 Commission for a 221-3 Riverfront license to be issued to Caliente Cuban
4 Café, LLC; and

5 Section 2. That this resolution shall be in full force and effect from and after
6 this legislative body.
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9 _____
Council Member

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11 Approved as to Form and Legality:
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13 _____
Carol Helton, City Attorney
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Engage • Innovate • Perform

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne IN 46802
260.427.1127

COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

www.fwcommunitydevelopment.org

Downtown Dining District Liquor License Application

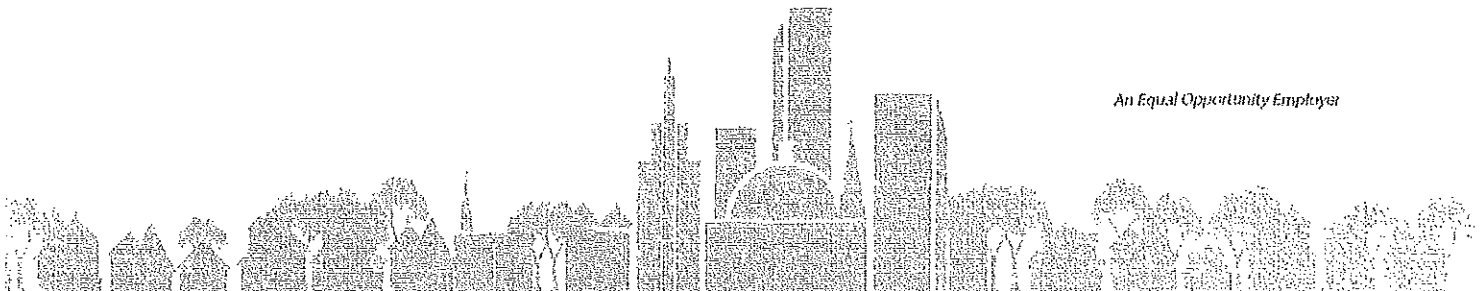
Business Entity Making this Application: Caliente Urban Cafe
Applicant's Name: Gustavo Rodriguez
Applicant's Address: 200 W. Wayne St. City: Ft. Wayne State: IN Zip: 46802
Applicant's Phone (daytime): (260) 471-0900 Email: CalienteUrban@gmail.com

1. Please outline any plans you have to improve the facility in which you will operate
2. The expected timetable for work and business commencement
3. Explain the overall concept and unique features of the proposed establishment.
4. Describe the level of control and participation the owners will have in the day, to, day operation of the business.
5. Explain how your operation plans to focus on a dining, entertainment or cultural experience rather than an alcohol consumption experience.
6. Describe how your venue/operation will draw people to Downtown Fort Wayne.
7. Provide information regarding the proposed permit holder's related experience

Permits are not transferable and any renewal is subject to compliance with the terms of the agreement with the City of Fort Wayne. The permits shall not be pledged as collateral or subject to any lien judgment, property settlement agreement, or third party claim.

Downtown Dining District - Liquor License Application

An Equal Opportunity Employer



Eligibility Requirements and Evaluation Criteria

The Downtown Dining District is a project district where 3-way liquor licenses are made available to eligible dining, entertainment, and cultural establishments as a way to encourage dining in Downtown Fort Wayne. This District was made possible via state legislation and an Ordinance passed by the City of Fort Wayne Council that designated the District and adopted eligibility requirements.

Eligibility Requirements:

In addition to complying with all building, health, zoning laws, ordinances and all rules and regulations of the Indiana State Alcohol and Tobacco Commission (ATC), and local, state, and federal government's applicants must also meet the following local requirements annually in order to be eligible to apply or renew:

1. Applicant's establishment must be located within the Downtown Dining District boundaries.
2. The focus of operation must be on a dining, entertainment or cultural experience rather than solely an alcohol consumption experience.
3. The establishment cannot be a private club, nightclub, or adult entertainment venue.
4. Fees: Applicant must submit a \$1,000 non-refundable application fee with application.

District Requirements:

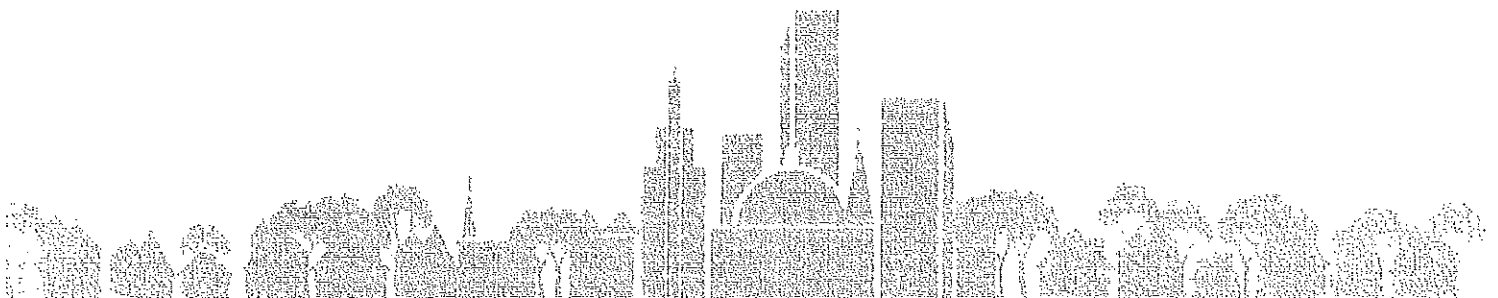
Applicants will enter into a formal written agreement with the City of Fort Wayne committing to ongoing compliance with the following district requirements, including annual reporting, and verification of compliance.

1. Establishments receiving Riverfront liquor licenses within the Downtown Dining District are required to maintain an annual ratio of non-liquor sales to total sales of at least 50%.
2. The licensed establishment will be actively open for business and fully operational during a minimum of three hundred (300) days per year, and a minimum of five evenings (5) per week.
3. The Applicant shall comply with all local and ATC application and renewal procedures.
4. Annual dues in the amount of \$2500 must be paid for membership in the *Downtown Dining Association*, payable through the Downtown Improvement District.

Evaluation Criteria:

The recommendation to support the state permit application will be based on how strongly the applicant meets the following criteria:

1. Granting of the license will benefit the purposes of the district, i.e. to become a cultural and dining destination in Downtown Fort Wayne.
2. Granting of the license and the business activity will not be detrimental to the property values and business interest of others in the district.



The above criteria will be evaluated on the following:

1. The Physical Location
2. The Business Plan
3. Reputation/Experience of Ownership

Please attach:

1. Your completed Indiana State form entitled "Application for New or Transfer Permit" along with any attachments.
2. A signed copy of this Application, including the Applicant's Certification below
3. A copy of your business plan
4. A check made payable to the City of Fort Wayne in the amount of \$1,000.

Please submit this form and all attachments to: City of Fort Wayne – Community Development,
Attention: Development Finance - Downtown Dining District, 200 E. Berry Street - Suite 320, Fort
Wayne, IN 46802.

APPLICANT'S CERTIFICATION

I hereby certify that all information in this application and all information furnished in support of this application are true and complete to the best of the Applicant's knowledge and belief.

I understand that the project described in this Application may not receive a Downtown Liquor License.

I certify that I have read and understand and agree to the above eligibility requirements & evaluation criteria. I further understand and agree to enter into a formal written agreement regarding the aforementioned district requirements, to be approved by the City of Fort Wayne Common Council and the Mayor.

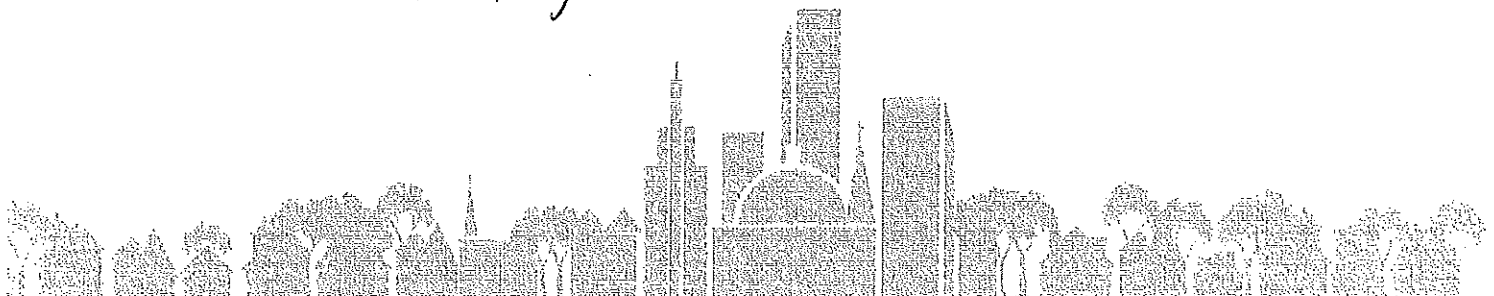
I hereby release and discharge the City of Fort Wayne, together with their respective subsidiaries, affiliates, employees, agents, directors and other related parties, from any and all rights and obligations, duties, claims, debts, actions, causes of action or liabilities arising out of, or relating to, the seeking or receipt of a Downtown Dining District Liquor License pursuant to this Project Application and related documents.

Applicant's Signature: _____

Date: 02/07/2018

Printed Name: Gustavo Rodriguez

Title: Owner



BUSINESS PLAN

Caliente Cuban Cafe
120 W. Wayne St Fort Wayne, IN 46802

February 6, 2018

Executive Summary

The Company

Caliente was an idea that surfaced from desperation and the will to thrive against all odds. Gustavo and Yalili founded the original location in the year 2009 where it still stands today. In 2017 their son Nestor and his wife Meredith opened a new chapter in the book of Caliente by opening another restaurant in the heart of downtown Fort Wayne.

The Ownership

The company is structured as a limited liability company (L.L.C.).

The Management

The company structure is simple due to its size and family atmosphere.

Nestor Rodriguez (son) - CEO

Meredith Moon - President.

The Goals and Objectives

Caliente are family owned and operated restaurants in Fort Wayne Indiana. The original idea was founded to get the family through tough times and pursue a better standard of living. That idea has evolved into a dream of owning multiple restaurants in multiple locations throughout the country. By the year 2020 we would like to have both restaurants self sufficient and operational so the family can find new opportunities to establish other locations around the country. Currently we are an LLC but with the hopes to transform into a corporation where we can not only serve the best quality food possible but also be a cultural hub of help to the community.

Currently sales at the original location are steady and average 200,000 dollars a year. With the help of contractors and architects we would like to update the facade, improve the kitchen, and update the equipment to raise sales by another 100,000 dollars or more. The new location was opened in August of 2017 and is on track to make 350,000+ in annual sales. We are currently working on adding a full bar, kitchen demolition and rebuilding, and making room to triple the maximum occupancy from 50 to 150. With the updates the location should easily reach sales of 500,000+ dollars.

Five years from now the family would like to have multiple restaurants where we can employ local citizens and provide the opportunity for a better life for everyone.

The Product

Caliente is the first Cuban restaurant in Fort Wayne Indiana. It started as a small sandwich shop that

offered authentic cuban sandwiches and now has evolved into a full scale restaurant with over 30 different platters and options.

We pride ourselves in the quality of our food. We make everything in house daily and to order. We purchase locally whenever possible and never freeze our products. Our staff has been hand picked and offer the kind of service you can only get from family or close friends. We strive to be more than just a restaurant, we house local artists to do monthly expositions without any cost. We educate our customers to the best of our abilities about what Cuba is like and the way of life there. Everyone at our locations take pride and ownership of our products.

The Target Market

We encourage everyone young and old alike to partake in our food, lifestyle, and culture. We have tried to create an environment that is open and friendly to everyone.

Pricing Strategy

"Full-service restaurants at all levels spent about 32 percent of each dollar on the cost of food and beverages, 33 percent on salaries and wages, and from 5 percent to 6 percent on restaurant occupancy costs. Profit margins, however, varied according to the cost of the average check per person." Caliente falls a little higher than that on our cost of food since we make everything in house and stive to pick the best ingredients available. Right now we are at about 38 percent on food. The rest we are about par. Caliente is always looking on ways to better the experience for each and every one of our customers so we are always figuring out new ways to put money back into the company.

The Competitors

The restaurant business is a very competitive field and not a very stable one, but we have something unique and as authentic as it can be. We immigrated from Cuba in the year 2000 and run Cuban restaurants. the competition is there but it is hard to get much closer than that.

Business Plan - Caliente Cuban Cafe

The Company

Business Sector

The company currently operates in the food and accomodation services sector.

Company History

Caliente was an idea that surfaced from desperation and the will to thrive against all odds. Gustavo and Yalili founded the original location in the year 2009 where it still stands today. In 2017 their son Nestor and his wife Meredith opened a new chapter in the book of Caliente by opening another restaurant in the heart of downtown Fort Wayne.

Company Goals and Objectives

Caliente are family owned and operated restaurants in Fort Wayne Indiana. The original idea was founded to get the family through tough times and pursue a better standard of living. That idea has evolved into a dream of owning multiple restaurants in multiple locations throughout the country. By the year 2020 we would like to have both restaurants self sufficient and operational so the family can find new opportunities to establish other locations around the country. Currently we are an LLC but with the hopes to transform into a corporation where we can not only serve the best quality food possible but also be a cultural hub of help to the community.

Currently sales at the original location are steady and average 200,000 dollars a year. With the help of contractors and architects we would like to update the facade, improve the kitchen, and update the equipment to raise sales by another 100,000 dollars or more. The new location was opened in August of 2017 and is on track to make 350,000+ in annual sales. We are currently working on adding a full bar, kitchen demolition and rebuilding, and making room to triple the maximum occupancy from 50 to 150. With the updates the location should easily reach sales of 500,000+ dollars.

Five years from now the family would like to have multiple restaurants where we can employ local citizens and provide the opportunity for a better life for everyone.

Company Ownership Structure

The company is structured as a limited liability company (L.L.C.)

Ownership Background

Gustavo Rodriguez (member):

Gustavo is sole owner of the company. He has his bachelors form the University of Havana in economics. He has been around since the founding in 2009 and has done everything from cook, to accounting, to janitorial work.

Company Management Structure

The company structure is simple due to its size and family atmosphere.

Nestor Rodriguez (son) - CEO

Meredith Moon - President.

Organizational Timeline

The budget has been finely tuned and approved by the owners and by June of 2018 we should have both locations finished to the point where there are no new large scale projects in the horizon.

We currently owe 10,000 to Chase Bank for a small purchase of equipments we made and should be paid off before the renovations take place. By June of 2019 The company should have zero debt.

Company Assets

Caliente owns all equipment inside the buildings. Caliente does not own the buildings yet but rents the locations.

The Product

The Product

Caliente is the first Cuban restaurant in Fort Wayne Indiana. It started as a small sandwich shop that offered authentic cuban sandwiches and now has evolved into a full scale restaurant with over 30 different platters and options.

We pride ourselves in the quality of our food. We make everything in house daily and to order. We purchase locally whenever possible and never freeze our products. Our staff has been hand picked and offer the kind of service you can only get from family or close friends. We strive to be more than just a restaurant, we house local artists to do monthly expositions without any cost. We educate our customers to the best of our abilities about what Cuba is like and the way of life there. Everyone at our locations take pride and ownership of our products.

Marketing Plan

The Target Market

We encourage everyone young and old alike to partake in our food, lifestyle, and culture. We have tried to create an environment that is open and friendly to everyone.

Location Analysis

The second location is one of four current restaurants in the heart of downtown Fort Wayne. Fort Wayne has a population of approximately 265,000 habitants and growing. All major banks and most offices of different expertises are located within a 2 mile radius.

Pricing

"Full-service restaurants at all levels spent about 32 percent of each dollar on the cost of food and beverages, 33 percent on salaries and wages, and from 5 percent to 6 percent on restaurant occupancy costs. Profit margins, however, varied according to the cost of the average check per person." Caliente falls a little higher than that on our cost of food since we make everything in house and stive to pick the best ingredients available. Right now we are at about 38 percent on food. The rest we are about par. Caliente is always looking on ways to better the experience for each and every one of our customers so we are always figuring out new ways to put money back into the company.

Advertising

Reactiv Social is a neighboring company in Fort Wayne. They handle all of our digital marketing and advertising. We budget about 300 dollars a month for this purpose. In this scope Reactiv Social gives us; Facebook and Instagram presence, they designed our logos and icons, they built our website and maintain it, they head a e-mail list, and they find new avenues daily to make us successful.

Competitor Analysis

The Competitors

The restaurant business is a very competitive field and not a very stable one, but we have something unique and as authentic as it can be. We immigrated from Cuba in the year 2000 and run Cuban restaurants. the competition is there but it is hard to get much closer than that.

Operations

Staffing

The size and location of the restaurants dictate the amount of people it takes to run it. Currently we have 2 people working at the original location, and 8 in the downtown location. With the expansion it will probably put me at 12-15 employees or around 20 total.

We require a Chef who needs to be trained by Gustavo to learn all of the recipes. We need kitchen aids and servers to run the restaurant. When we grow to the point where we need managers, we will need to hire those as well.

Suppliers

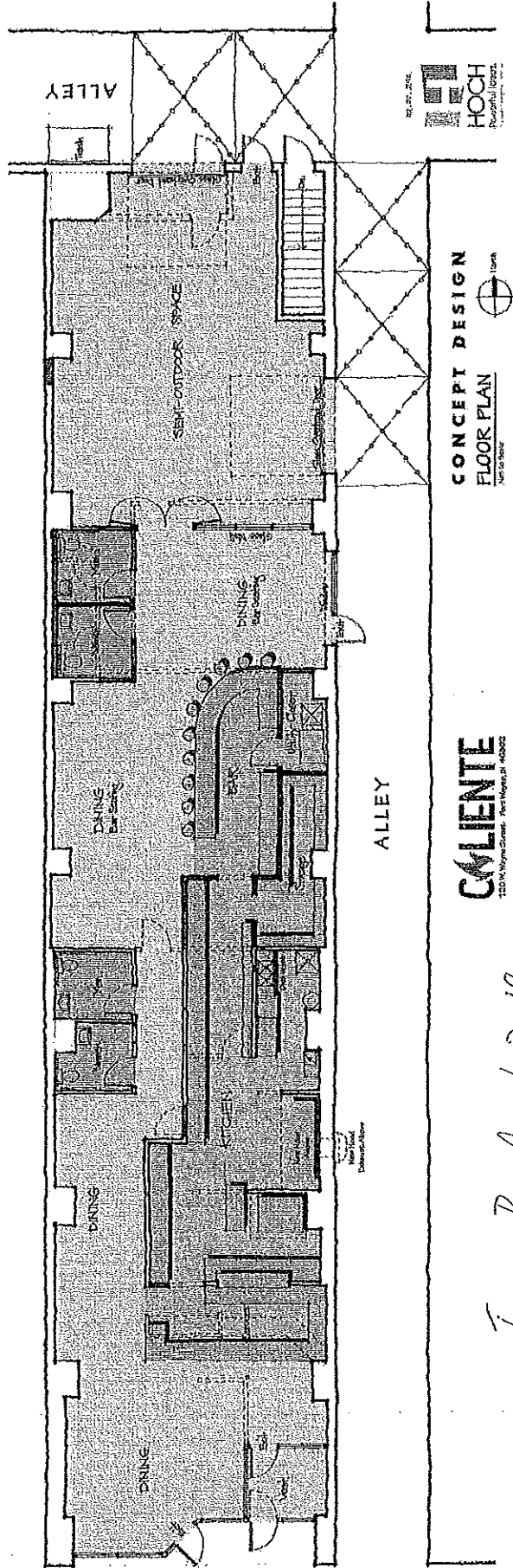
Restaurant suppliers are everywhere. We currently shop at Gordon Food, Sam's Club, U.S. Foods, Piazza, and other local sources.

Downtown Dining District Liquor License Application

1. The plans are attached to the application, the drawings are provided by Hoch Associates in Fort Wayne Indiana.
2. The project is underway and is expected to be finished by August of 2018 at the latest.
3. In simple terms, the already established Caliente Cuban Cafe is getting a makeover. The project would include a full bar with alley access from the side and the back. It is borrowing ideas from larger cities in America where people can begin to use the alleys that are already there as walkways and shortcuts to get around the Fort Wayne downtown. The inside will be made to feel like you have stepped foot inside of an establishment in Havana Cuba. The family will have the opportunity to share experiences with the customers, and be able to make the most authentic experience possible.
4. The owners will be available all the time during operating hours. The management as stated in the Business Plan is all Family and will have final say in all decisions made.
5. Caliente will become a cultural hub where anyone from the streets can enter and have the same genuine treatment anyone in Cuba can receive. We already host "Noche Buena" or Christmas events. Every year on May 20, or Cuba's real independence day we host a big party for customers. With the added space, we have planned Cuban Salsa nights where we bring in a licensed salsa dancer instructor to give classes. We work closely with the city and aid in Art This Way program, and we are open to any and every opportunity that may present itself for us to help.
6. We are the only real Cuban food in Northeast Indiana. We went through a whole new re-branding strategy where we are pushing the Caliente name to new people daily. We would be the only bar that serves authentic Mojito made by real Cubans. One of few bars in Downtown Fort Wayne.
7. Gustavo Rodriguez is the sole owner of the restaurants and will be involved in every step of the way. His son Nestor Rodriguez does all of the bureaucratic work and aids in the day-to-day activities of the establishment.

WAYNE STREET

STEWART



* PROJECTED FINISH BY August 2018

CLIENTE

100% Wayne Street, Port Hope, ON M4002

CONCEPT DESIGN
FLOOR PLAN
100% Wayne Street, Port Hope, ON M4002



CITY OF FORT WAYNE
AGREEMENT
WITH Caliente Eden Cafe
REGARDING AN APPLICATION FOR A RIVERFRONT LIQUOR LICENSE

This Agreement (the "Agreement") is entered as of the Effective Date (as hereinafter defined) by the City of Fort Wayne, Indiana (the "City") and Caliente Eden Cafe ("Applicant") (the City and Applicant being collectively referred to herein as the "Parties"), regarding the establishment proposed at 120 W. Wayne St., Fort Wayne, IN 46802. The Parties, in consideration of the mutual covenants, obligations and agreements set forth herein, agree as follows:

WHEREAS, Fort Wayne Common Council Ordinance _____-15 (the "Ordinance") provides that all applicants seeking a Riverfront liquor license as described in Ind. Code 7.1-3-20-16 shall enter into a formal agreement with the City; and

WHEREAS, the Parties desire to enter into this Agreement to encourage: (a) downtown revitalization; (b) expansion and strengthening of the downtown dining landscape; and (c) riverfront development; and

WHEREAS, the Applicant will be investing in the development and construction of a dining establishment within the boundaries of the municipal riverfront development area;

NOW, THEREFORE, for and in consideration of the mutual considerations hereinafter set forth, the parties hereto agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to establish the mutually contemplated and agreed upon requirements for initial and annual renewal recommendations for the Applicant's Riverfront liquor license.

2. **Definitions.**

a. The "Application" means the Downtown Dining District Liquor License Application, dated 12 Feb 2018, a copy of which is attached hereto as Exhibit 1 and incorporated hereby by reference.

b. "Permit" means the Applicant/Permit Holder's type 221-3 Riverfront Liquor License as issued by the Indiana Alcohol and Tobacco Commission.

c. "Effective Date" means the date on which the second of the Parties executes the Agreement.

3. **Term of the Agreement.** This Agreement shall commence on the Effective Date and shall continue until such time as the permit is lost, revoked, or not renewed.

4. **Responsibilities of Applicant.** Applicant has made certain representations and covenants to the City in the Application regarding the planned Permit premises, including the amount of private sector investment, and the type of establishment planned. Applicant represents and covenants that it will use its best efforts to continuously maintain in all material respects the following Eligibility Requirements and District Requirements:

Eligibility criteria:

- a. The focus of operation will be on a dining, entertainment or cultural experience rather than solely an alcohol consumption experience.
- b. The establishment is not and will not convert to be a private club, nightclub, or adult entertainment venue.

District Requirements:

- a. Establishments receiving permits within the Downtown Dining District are required to achieve within thirty-six (36) calendar months following the date on which applicant's business is open to the public, and thereafter maintain, an annual ratio of non-liquor sales to total sales of at least 50%.
- b. The licensed establishment will be actively open for business and fully operational a minimum of 300 (three hundred) days per year, and a minimum of 5 (five) nights per week.
- c. The Applicant shall comply with all local and ATC application and renewal procedures.
- d. The Applicant shall contribute to the Economic Improvement District for the Downtown Area of the City of Fort Wayne ("Downtown Improvement District"), annual dues in the amount of Two Thousand Five Hundred Dollars (\$2500.00).

5. Reporting Obligations of Applicant.

- a. The Applicant shall submit to the City documentation of compliance including the following reports:
 - i. A revenue report indicating the total annual non-liquor and liquor sales.
 - ii. A report indicating the total number of days open during the last year, along with a schedule of current operating hours.
 - iii. Proof of payment to the Downtown Improvement District for the annual Downtown Dining Association dues.
- b. Annual compliance reports will be submitted to the City during the term of the agreement, no later than 90 days prior to the annual renewal date of the establishment's permit.
- c. Applicant agrees to provide supplemental and/or clarifying information and data which the City may request in writing after reviewing the information submitted by Applicant pursuant to sub paragraph a. of this Section 5, within fifteen (15) days following City's request.

Applicant shall certify under oath the accuracy of all information submitted to the City under this Section 5.

6. **Non-Compliance:** If the City determines in its sole discretion that the Applicant is not in compliance with the requirements of this Agreement in any material respect, the City may, following thirty (30) days written notice to Applicant which shall provide the Applicant an opportunity to explain the reasons for the noncompliance and the opportunity to cure, take any action the City deems appropriate, including the following steps:

- a. Termination of this Agreement

- b. Notice to the Indiana Alcohol and Tobacco Commission of non-compliance with the agreement, including a request for non-renewal of the Applicant's permit.
- c. A copy of the notice in Section 6 item b., above provided to the local ATC board and Excise office, requesting a recommendation to the state ATC office for non-renewal of the Applicant's permit.

Applicant hereby forever releases the City and the Downtown Improvement District, their directors, officers, employees, agents, representatives, departments and divisions, from any and all claims, demands, liabilities or causes of action of every kind and nature, whether now existing or hereafter arising, both known and unknown, which Applicant has or may have against the City or the Downtown Improvement District which is in any manner related to the termination of this Agreement by the City or the Applicant for any reason.

7. Notice to Parties. Any notice, statement or other communications sent to the City or the Applicant shall be sent to the following addresses, unless otherwise specifically advised.

To the City of Fort Wayne:

City Attorney – City of Fort Wayne
200 East Berry St., Suite 430
Fort Wayne, IN 46802
PH:
e-mail:

To _____:

Fort Wayne, IN 46802
PH: (260) _____
e-mail: _____

8. Authority to Bind. Notwithstanding anything in this Agreement to the contrary, the signatory for the Applicant represents that he/she has been duly authorized by the Applicant to execute this Agreement and to bind the Applicant to each of the representations, covenants, and obligations of Applicant contained herein.

9. Amendment of this Agreement. This Agreement or any portion hereof may only be amended by a writing executed by the Parties.

10. **Assignability**. The Applicant shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be withheld at the City's discretion.

11. **Remedies not impaired**. No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence thereto.

12. **Compliance with Laws**. The Applicant agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in Applicant's performance under this Agreement.

Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, Applicant shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person's race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Applicant affirms under the penalties of perjury that the Applicant does not knowingly employ an unauthorized alien. The Applicant affirms under the penalties of perjury that the Applicant has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Applicant agrees to provide documentation to the State of Indiana that the Applicant has enrolled and is participating in the E-Verify program. Additionally, the Applicant is not required to participate if the Applicant is self-employed and does not employ any employees. The City may terminate for default if the Applicant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

13. **Governing Laws**. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Suit, if any, shall be brought in a court of applicable jurisdiction situated in Allen County, Indiana.

14. **Entire Agreement**. This Agreement, entered into of even date herewith, and any attachments hereto, contain the entire understanding of the Parties and this Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter enclosed herein and contemplated hereby.

15. **Indemnification and Release**. The Applicant shall indemnify, defend and hold harmless the City and the Downtown Improvement District and their divisions, department, directors, officers, employees, representatives and agents (collectively, the "Indemnitees") from and against all claims, demands, charges, lawsuits, costs and expenses (including legal costs and attorney's fees) caused by or associated with any act or omission of the Applicant and/or any of its contractors, subcontractors, vendors, suppliers, employees, representatives, licensees, invitees and/or authorized agents in connection with (a) the design, development, construction, operation, management and control of the Facility and (b) any and all activities of every kind and nature which occur in, on or about the Facility. Neither the City nor the Downtown Improvement District shall provide any indemnification hereunder to the Applicant. The Applicant hereby forever releases Indemnitees and each of them from any and all claims, demands

and charges, of every kind and nature, both known and unknown, whether now existing or hereafter arising, that Applicant has or may at any time in the future have against Indemnitees, or any of them, under this Agreement. In no event shall the City or the Downtown Improvement District be liable for any direct, indirect, special, incidental, consequential or punitive damages, costs or expenses arising from any act or omission to act by any party relating in any manner to this Agreement, the Application "as amended" or the activities described herein or therein or contemplated hereby or thereby. The covenants contained in this Section 18 shall survive the expiration or termination of the Agreement for any reason.

16. **Severability**. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the dates entered below.

The City of Fort Wayne

By: _____ Date: _____, 20____
Mayor

Caliente Colon Cafe

By: _____ Date: 02/06/2018, 2018
(Owner) Gaston Rodriguez



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City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne IN 46802
260.427.1127
www.cityoffortwayne.org

COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

MEMO

To: Common Council Members

From: Sharon Feasel – Manager-Downtown, Community Development Division

Date: February 27, 2018

Re: Downtown Dining District Liquor License Applications for
Proximo LLC, Caliente Cuban Café and ZZXX, LLC d/b/a Ruth's Chris Steak House

The purpose of these Resolutions is to request approval of the applications and agreements from Proximo LLC, Caliente Cuban Café and ZZXX, LLC d/b/a Ruth's Chris Steak House who are requesting a special Riverfront liquor license (Type 221-3) and provide the local recommendation for approval as required by the Indiana Alcohol and Tobacco Commission.

The application and agreement meet the criteria approved in Resolution R-105-15

Thank you for your consideration and if you have any questions please contact me at 427-2107.