

**A RESOLUTION APPROVING THE MUNICIPAL RIVERFRONT
DEVELOPMENT DOWNTOWN DINING DISTRICT LIQUOR LICENSE**

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

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

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

WHEREAS, Ophelia's, LLC has submitted an application for a Downtown Dining District Liquor License, a copy of which is attached hereto as Exhibit 1 and is prepared to enter into a formal written agreement with the City of Fort Wayne, a copy of which is attached hereto as Exhibit 2; and

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

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

Section1. That the City of Fort Wayne Common Council hereby approves the "Downtown Dining District" application and agreement between The City of Fort Wayne and Ophelia's, and hereby provides the required local recommendation to the Indiana Alcohol and Tobacco Commission for a 221-3 Riverfront license to be issued to Ophelia's; and

Section 2. That this resolution shall be in full force and effect from and after its passage and approval by the Mayor, unless rescinded by resolution by this legislative body.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney



COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

Engage • Innovate • Perform

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

www.fwcommunitydevelopment.org

Downtown Dining District Liquor License Application

Business Entity Making this Application: Ophelia's LLC

Applicant's Name: Brittany Pape (Operating Partner)

Applicant's Address: 1603 N Wells Street City: Fort Wayne State: IN Zip: 46808

Applicant's Phone (daytime): 260-431-8101 Email: _____

Please include a thorough narrative for each of the items below:

1. Provide description (including renderings) of 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 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:

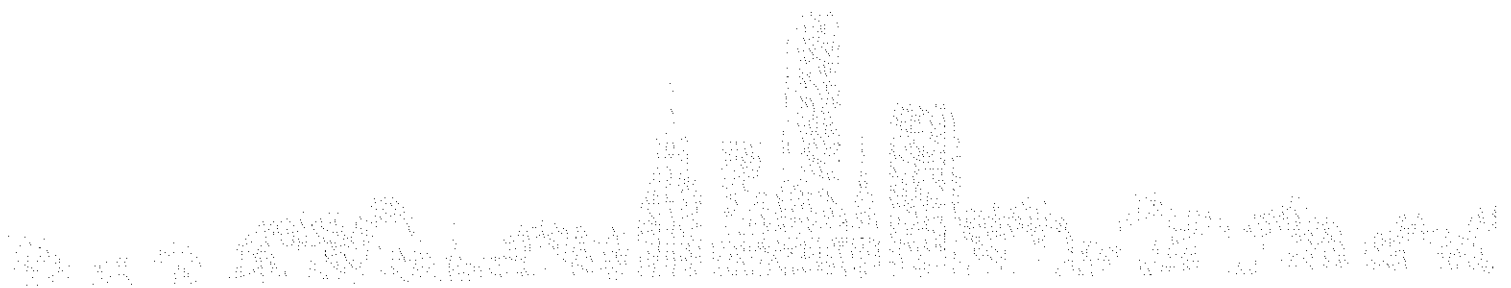
In addition to complying with all building, health, zoning laws, ordinances and all rules and regulations of the Indiana State Alcohol and Tobacco Commission (ATC), and local, state, and federal government's applicants must also meet the following local requirements annually in order to be eligible to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

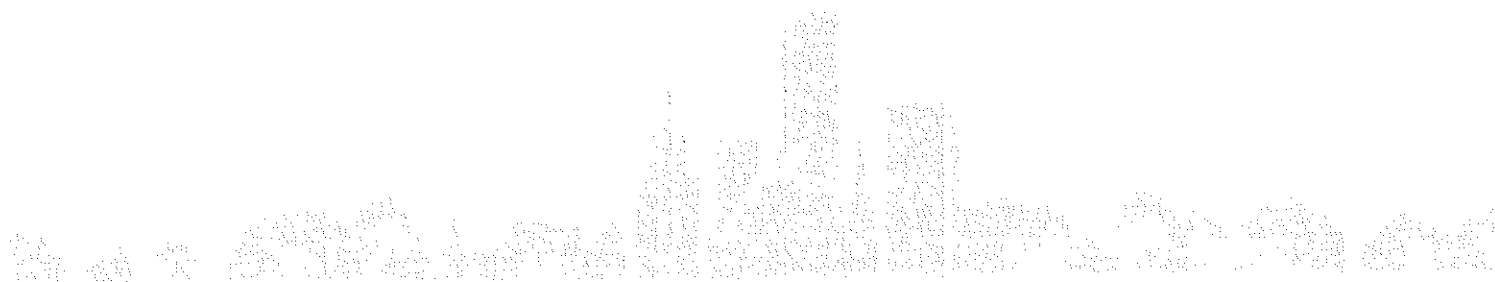
The above criteria will be evaluated on the following:

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

Attachments to include:

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

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 and 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: 8/19/2021

Printed Name: Brittany Pope Title: General Manager

Brittany Pape

1220 N Anthony Blvd.
Fort Wayne, IN

260.431.8101

brittany_pape@icloud.com

Profile

- 13+ years of customer service experience.
- Versed in daily operations, staffing and inventory management.
- An ability to adapt to diverse situations and work in a fast paced environment, while maintaining great customer service.

Experience

Asakusa Japanese Restaurant; Fort Wayne, IN — 2010–Present

Co-Operations Manager, 2018– Present

Operations Manager, 2014–2018

Assistant Manager, 2012– 2014

Server, 2011– 2012

Host, 2010– 2011

- Monitor daily operations, waitstaff and kitchen staff.
- Complete all daily register and store open/close functions
- Assign tasks and oversee employees to ensure compliance with food safety procedures and quality control guidelines.
- Manage weekly scheduling.
- Resolved complaints promptly and professionally.

General Manager, Nawa Asian Cuisine; Fort Wayne, IN — 2017–2019

- Hire and manage servers, bartenders, hosts and runners.
- Ensure compliance with local, state and federal regulations for food handling and sanitation standards.
- Manage scheduling and complete weekly payroll.
- Coordinate and execute private events.
- Create and edit menus.
- Order all food, ingredients and beverages.
- Keep a record of income and expenses.
- Talk to customers to receive feedback on their service.
- Complete weekly and monthly inventory.

Education

Ivy Tech Community College; Fort Wayne, IN — Attended 2013–2014

Associate of Applied Science–Hospitality Administration

Certificates

Alcohol and Tobacco Commission
Permit No. BR1768529

ServSafe
Certificate No. 10932859

National Safety Council First Aid Course
Certificate No. 682877

National Safety Council CPR Course
Certificate No. 217300



Executive Summary

Ophelia's is a full-service restaurant/cafe located in the heart of Wells Street Corridor of Fort Wayne Indiana. The restaurant features a full menu of moderately priced "comfort" food influenced by Italian and French cooking traditions, but based upon time honored recipes from around the world. The cafe section of Ophelia's features a coffeehouse with a dessert bar, flower cart, and space for live performers outside on a large patio with additional seating for up to 40 patrons.

Ophelia's will be owned and operated by PTB LLC, a Indiana limited liability corporation managed by Brittany Pape, a resident of a nearby riverfront district. The members of the LLC are Brittany Pape (50%), Paige Tiernon (25%), and Taylor Tiernon (25%). This business plan offers financial institutions an opportunity to review our vision and strategic focus. It also provides a step-by-step plan for the business start-up, establishing favorable sales numbers, gross margin, and profitability.

This plan includes chapters on the company, products and services, market focus, action plans and forecasts, management team, and financial plan.

1.1 Objectives

Sales approaching \$744,440.00 by the end of the first year.

Targeting and maintaining a ROS of at least 6.2% by the second year.

To cultivate monthly sales of \$61,370.00 by the end of the fourth month of operation, and \$62,036.67 monthly by the end of the beginning of the 2nd year of operation.

1.2 Mission

Ophelia's concept is built upon the success stories of Fort Wayne's many casual dining and coffeehouse venues. Located in the Wells Street Corridor adjacent to the new Riverfront North Project which will house a new soccer stadium, Ophelia's will provide accessible and affordable high quality food, coffee-based products, full alcohol permit provided by Riverfront initiative and entertainment to the thousands of residents and hotel visitors located within a five-mile radius. In time, Ophelia's will establish itself as a "destination" of choice to the many residents of the greater Downtown Fort Wayne metropolitan area, as well as numerous out-of-town visitors.

The establishment will provide a complete, high-quality evening experience for those searching for something that is rapidly becoming popular among Fort Wayne diners. Not only will patrons be able to dine on "comfort" food based upon time honored recipes from the world over, they will do so in a facility containing ample patio space for a favorite pastime of Fort Wayne's residents: alfresco dining. Patrons will also have the option of enjoying coffee, desserts, cocktails and live entertainment in Ophelia's coffeehouse or, a relaxed game of bocci in the gardens located adjacent to the patio space.

The cafe's aim is simple. It will provide a completely sophisticated, yet casual dining and/or coffeehouse experience for the many Fort Wayne visitors who frequent the city's casual dining spots and entertainment venues. It will be an affordable venture for patrons, one that will encourage them to return on many occasions. The menu will feature hearty fare of the type that is frequently out of the reach of the typical young professional due to the busy schedule of most professionals.

Finally, and quite significantly, Ophelia's will provide a much needed neighborhood-based retail food operation that is currently unavailable to the north end of downtown Fort Wayne neighborhood. Not only is it projected that the business will generate 10 new jobs, the partnership responsible for creating Ophelia's will generate additional revenue specifically dedicated to assisting the Riverfront North project in its efforts to bring affordable housing, new jobs, and commercial activity to the neighboring 46808 neighborhood.

1.3 Keys to Success

The keys to success in this business are:

Product quality: Food, coffee-based beverages, craft cocktails and entertainment are our products. They must be of high quality and value.

Service: Our patrons are paying to have a good time. Their experience will suffer if service is not of the highest caliber. Each member of the staff will be courteous, efficient, and attentive.

Marketing: We will need to target our audience early and often with both social media and targeting returning customer base. While the business is located in a central and accessible location, many people will have to be re-introduced to the neighborhood surrounding the Wells Street Corridor.

Management: Our management team has a firm grasp on food, beverage, and labor costs. The dining/entertainment/coffeehouse experience must be delivered in a fashion that will not only inspire repeat business, but encourage word-of-mouth recommendations to others. Proper inventory, employee management, and quality control is key.

Company Summary

Ophelia's is a full service restaurant/cafe and coffeehouse facility located in a renovated house immediately adjacent to the Riverfront North redevelopment project. Ophelia's derives its name from its historic era of its 100+ year old house the restaurant is located in, and the historic Wells Street Corridor. Architecturally, the house is a gem of the neighborhood and will serve as a beacon/locator for our facility as it is a standout property located in the heart of the 46808 neighborhood.

The facility is bordered by Downtown Fort Wayne to the south and Clinton Street to the east. Hotels, restaurants and a soccer stadium are planned for construction down the street from, and adjacent to, Ophelia's on Clinton Street.

2.1 Company Ownership

Ophelia's is a privately held limited liability corporation wholly owned by Brittany Pape (50%) and Paige Tiernon (25%) and Taylor Tiernon (25%).

2.2 Company Locations and Facilities

Ophelia's will be located in a newly renovated facility fully equipped and ready to go for a restaurant. The facility will be divided equally between the cafe/restaurant function and the coffeehouse/entertainment function. The restaurant will feature dining room seating for approximately 40 patrons and flexible indoor/outdoor patio seating for an additional 40 patrons. The cafe/coffeehouse will provide a full-service dine-in and carry-out coffee-based beverages, as well as a dessert bar. The coffeehouse/cafe portion of the business will also contain a full-service bar, a small entertainment stage, and niche flower cart with bouquets available for purchase. The coffeehouse will maintain ample indoor/outdoor seating under a covered patio space shared with the restaurant.

The facility's perimeter will feature a simple garden and bocce ball court that will provide comfort and entertainment in the waiting areas during the warm weather months. Finally, this facility is a historic 100+ year old house situated in the heart of the Historic Wells Street Corridor in the up and coming 46808 neighborhood.

Products

Ophelia's is a cafe/restaurant/coffeehouse venue that sells moderately-priced food. The venue features brewed coffee and espresso-based beverages, granita ices, fruit smoothies and juices, and other beverages typically associated with a coffee shop. A dessert bar will serve a range of freshly prepared desserts, as well as baked goods associated with breakfast. Luncheon offerings contain both carry-out and dine-in menu selections, while evening hours will accommodate full-service dining and tapas (appetizer) service, a full-service bar and light weekend, live entertainment.

3.1 Product Description

Ophelia's menu will feature a selection of pan-ethnic dishes influenced by Italian and French cooking traditions. Whether South American, Caribbean, Mediterranean or Italian, the menu items will have an identifiable European origin and/or influence.

Generally, the dishes will offer variations on "country" cooking themes. Braised and smoked meats and poultry, seafood, and vegetarian offerings will change seasonally.

Dinner items will only be available in the dining room section of the establishment. Standard appetizer/tapas offerings will be available in the coffee shop and patio area through the late evening.

Specialty coffees, espresso-based drinks, desserts and pastries, and light sandwiches will be available in the coffee shop. Niche flower bouquets will be readily available for purchase by the venue's patrons.

Musical offerings will span jazz, Latin, and urban musical traditions. The performance space will also offer ample opportunities for space for an artist, poet, reader, etc. When not in use as a stage, the space will double as a customer seating area with tables and chairs.

3.2 Competitive Comparison

Ophelia's closest competitors (relative to location) are Big Eyed Fish and Don Chavas Mexican Grill which are both dramatically different dining establishments. Neither of these establishments features a traditional coffeehouse atmosphere or live evening entertainment.

Relative to the location of these establishments, Ophelia's is centrally geographically located. It's location will easily allow for patrons from these other establishments to finish an evening with dessert, coffee, drinks, and/or dancing.

3.3 Sales Literature

A sample copy of a menu:

3.4 Sourcing

Ophelia's will buy from a select group of Fort Wayne restaurant suppliers and liquor distributors. Direct sales relationships will also be established with fresh produce, meat, and seafood distributors at Piazza Produce & Specialty Foods. Negotiations are also underway to establish direct relationships with local produce urban farmers in the area.

3.5 Technology

Ophelia's logo will be protected by federal trademark laws. All of our menu creations will not necessarily have the same protections, however, when possible, popular "trade-names" will be protected. The business of Ophelia's is not dependent upon process technology or patentable inventions.

3.6 Future Products

While Ophelia's will initially focus upon the dining, coffeehouse, and entertainment functions located on the immediate grounds of the establishment, future expansion efforts will focus upon providing full-scale catering for events as well as other off-site venues. Ophelia's owners have established relationships with nearby businesses and hospitals. These institutions offer many opportunities for catering/special event service.

Market Analysis Summary

3.7 Wells Street Corridor

Wells Street Corridor Fort Wayne's older, urban commercial corridors such as Wells Street are significant community assets that are also ripe for strategic investments and place-making efforts. To further enhance this corridor and assist the Wells Street business group, the City's Planning & Policy Department developed a strategic plan for Wells Street.

The Wells Corridor Strategic Plan is intended to provide the business group with strategies for building capacity and skills to promote their businesses, encourage preservation and revitalize the business district. The City enlisted the services of Sturtz Public Management Group, LLC in the development of the plan.

The Wells Corridor Strategic Plan will act as a mid-range planning tool detailing an implementation strategy for future decision-making over a ten-year period.

The Fort Wayne community has made great strides over the past two decades in developing transformative projects within the downtown heart of the City. Positive economic outcomes of this investment are being realized through talent retention and attraction, new business and entrepreneurship development, and increased vitality within the built environment. Fort Wayne's older, urban corridor commercial districts such as the Wells Corridor are significant community assets that are also ripe for strategic investment into place-making efforts.

The Wells Corridor Business Association (WCBA) became incorporated in the state of Indiana in 2009, and was designated as a Main Street organization in 2010. It is currently without by-laws, and does not function under a defined organizational structure. Committees are formed on an as-needed basis as few people along the Corridor are willing to participate, and those who are interested in participating have a limited amount of time to lead any initiatives. Currently, WCBA has allowed its Main Street designation to expire. The organization is seeking help to provide additional resources and capacity to take on the work of revitalizing the Corridor.

The purpose of the Wells Corridor Strategic Plan (Plan) is to provide the Wells Corridor Business Association (WCBA), related neighborhood associations, city officials, and the community in general with a planning document to assist in making key decisions and establish priorities within certain defined boundaries of the Wells corridor (Corridor) in Fort Wayne, Indiana. The Plan will act as a mid-range planning tool detailing an implementation strategy for future decision-making over a ten-year period. Through an interactive process with the City of Fort Wayne Community Development Division, Wells corridor business and property owners, and community stakeholders, the Plan provides a representation of the needs of the Corridor.

The WCBA will be provided with tools to build the capacity to promote economic development and an improved quality of life within its boundaries. In addition, by identifying goals, objectives and an action plan, the WCBA will be better enabled to guide an

The scope of the Plan involves the following aspects: an introduction detailing the approach and scope of the Plan; planning area overview; corridor data profile; an assessment and analysis of existing conditions, issues and opportunities; examples of ideas selected from other communities; an action plan detailing the implementation strategy; and an appendix with additional resources.

From December 2014 to February 2015, community stakeholders were interviewed to gather input on the strengths, weaknesses, opportunities, and other observations of the Corridor, and to gain an understanding of their roles with respect to Corridor activity and potential development. Additional information regarding City of Fort Wayne projects or property impacting the Corridor was also obtained.

The process to develop the Plan began with an interest from the WCBA to enhance their capacity and skills to promote their businesses, and to encourage preservation and revitalization of their business district. Through meetings with representatives from the City of Fort Wayne Community Development Division, the WCBA, and other community stakeholders, the initiation of the planning process was approved, and the City of Fort Wayne enlisted the services of Sturtz Public Management Group, LLC (SturtzPMG), to complete this Plan on behalf of, and in collaboration with, the WCBA.

Data collection came from a variety of sources, and existing Fort Wayne planning documents were consulted for relevant information. Additionally, through the assistance of the Indiana Small Business Development Center, a collection of reports related to demographics, housing, economic data, and market research was obtained. Generated by Esri, a company that

specializes in geographic information software, the data was derived using a number of resources that included U.S. Census American Community Survey (ACS) 5-year Estimates 2009-2013, Census 2010 Summary File 1, 2011 and 2012 Consumer Expenditure Surveys from the Bureau of Labor Statistics, Dun and Bradstreet, and Esri forecasts for 2015 and 2020.

Between late 2013 and early 2014, meetings were held to discuss a proposed Plan scope and timeline, background information, and stakeholder discussion coordination. Additionally, an advisory committee, composed of WCBA board members, City of Fort Wayne Community Development Division staff, and other community stakeholders, was formed to provide guidance and support throughout the planning process. From this committee, a smaller core group was formed to act as the primary team to work with SturtzPMG staff. A Strategic Plan Kick-Off meeting was held on April 23, 2014, that included an introduction of advisory committee members, an overview and discussion of the Wells corridor area, a review of the planning scope, and discussion regarding a draft business owner survey. Additional meetings were held to evaluate and fine-tune the Plan as its development progressed.

A survey of business and property owners within the Corridor was conducted between July 2014 and October 2014. The survey was meant to solicit attitudes and information from the owners with respect to the environment along the Corridor, and to help identify complementary business opportunities, target markets, branding ideas, organizational capabilities, and Corridor strengths and weaknesses. Additionally, in July 2014, representatives from SturtzPMG canvassed the Corridor, speaking with business owners regarding Corridor issues. The survey results and canvas observations were tabulated and reviewed to ascertain strengths, weaknesses, and opportunities for the Corridor.

3.8 Riverfront Fort Wayne Conceptual Plan

As part of the planning process, the following documents were consulted for elements pertinent to the study area:

Beginning in early 2014, the City of Fort Wayne embarked on a study to develop a framework for action to maximize the use and value of Fort Wayne's rivers through increased recreational use, restoration, enhancement and development. Also analyzed were ways to strengthen walking and cycling connections between the Bloomingdale neighborhood and the downtown area. A Riverfront Development Market Analysis was released in July 2014, and draft plan concepts were unveiled in November 2014. The final recommendations of the Riverfront Plan were presented in February 2015.

https://www.fwcommunitydevelopment.org/images/community_planning/docs/Wells_Final_4-2017.pdf

3.9 Restaurant Industry

The casual dining/full service restaurant market is a \$334.8 billion industry in the United States, with annual increases in revenue outpacing 4.7% yearly. More and more people are choosing to

eat out with interactive displays and touch free payment platforms. The interactive display market is expected to grow from \$9 billion in 2020 to \$13.2 billion by 2025. Ophelia's is planning to integrate this software into our business with Toast point of sales and management system allowing us to position itself above the trend.

Specialty coffee is a \$48 billion per year industry in the United States, and has grown at a rate in excess of 20% per year in the last decade. This sustained growth is expected to continue into this decade according to the Specialty Coffee Association of America.

4.0 Target Market Segment Strategy

Ophelia's will appeal to urban professionals residing in the targeted intown neighborhoods, the many downtown hotel visitors/conventioners, and workers who desire a sophisticated yet casual eating, coffeehouse entertainment experience. The business will also meet an under-served need for a pedestrian-friendly dining/coffeehouse establishment for the numerous residents in the area, particularly newcomers to the immediate area.

Members of this market segment dine out frequently, approximately three times or more per week. The market segment is largely made up of singles between the ages of 25 and 40, married couples in the same age bracket without children, graduate and professional students attending area universities, tourists, and conventioners.

4.1 Market Needs

Our customer's dining and entertainment needs are critical to the success of Ophelia's. As a supplier of a full-service dining experience, Ophelia's must appeal to people who are interested in integrating our type of cuisine regularly into their dining/food purchase experiences. Moreover, we must also appeal to those customers who regularly take advantage of Fort Wayne's coffeehouse and/or evening entertainment scene.

Our customers are well educated and interested in partaking of new experiences. Keeping the menu and the entertainment offerings "fresh" will remain a constant challenge to the business. Segments of the target market tend to dine out, visit coffee shops, and seek evening entertainment frequently. They tend to choose comfortable, affordable venues, and repeat appearances at places that offer familiar scenery with new twists.

4.2 Market Trends

Fort Wayne is experiencing a trend toward the creation of evening dining/entertainment venues. They are popular and gaining more recognition. Evidence of this is found in local news and magazine coverage. These venues are finding new homes in the areas close to and/or adjacent to downtown.

The city's burgeoning music scene is growing and in need of more venues to accommodate the mainstream jazz, acid jazz, Latin, and live dance music artists that are choosing Fort Wayne as home for their production efforts.

The market opportunity for coffee shop establishments has never been better in this area of Fort Wayne. The immediate area surrounding the business venue is undergoing a building renaissance as many residents chose to move into or return to the inner city.

4.3 Market Growth

Downtown Fort Wayne is currently in the middle of a building and population explosion. Young singles and couples are choosing to reject long commutes in favor of living closer to their work and recreational venues. With the extra time that comes from being in a vibrant growing city with an active nightlife, intown neighborhoods that were formerly dotted with a limited number of night spots have seen their neighborhoods burgeon with new venues.

The section of Fort Wayne along Wells Street near Spring Street has experienced remarkable growth in it's daylife scene. As the area's population increases and the Riverfront North Project grows, people are opting for dining, coffeeshouse, and entertainment venues closer to and in Downtown Fort Wayne.

4.4 Industry Analysis

The restaurants and coffeeshouses that make up the community of establishments in the area surrounding Ophelia's are quite diverse. Their concepts range from typical fast food/chain venues to expensive fine dining establishments. However, the predominating nature of the immediately surrounding restaurants and coffee shops is casual/upscale.

4.5 Competition and Buying Patterns

The general nature of the competition is typically a 50 to 150 seat restaurant with outdoor seating. The menu prices for entree's range from \$7.00 to over \$30.00. All of the surrounding establishments serve, at a minimum, beer and wine. Most serve liquor-spirits as well. Some of these venues have added live entertainment to their offerings, however, most are prevented by their facilities from expanding into this area of service. Most of the live entertainment/dancing venues are located more north Fort Wayne with a few more venues located south of Downtown Fort Wayne.

While historically Downtown has remained a center for restaurants and entertainment venues, the neighboring urban areas have grown tremendously in their appeal to diners and partygoers. With the tremendous rise in intown property values, a residential building boom, and a decrease in crime statistics, venues closer to, but not in downtown have seen a remarkable rise in business.

A busy population of urban professionals, intent upon working hard and playing hard, has fewer and fewer opportunities to cook at home. These people eat out often and do so with friends.

Because this population tends to eat out far more than the typical population, they look for value. While they might not regularly frequent a restaurant featuring entree prices of \$17.00 and higher, they will repeat appearances at restaurants featuring entrees ranging between \$7.00 and \$16.00.

Many of these patrons also seek entertainment venues on the weekends that are close to their dining venues and homes. Historically, live jazz and Latin music venues in northeast Fort Wayne have been unavailable to patrons. The market currently suggests that such a venue on Wells Street is not only desired by the populations frequenting restaurants and clubs in northeast Fort Wayne, it is suggested that it is needed. As downtown grows patrons are now looking for "easier" places to go out, eat, and have fun. Midtowners and residents in adjacent neighborhoods would much rather patronize venues closer to downtown. Ophelia's offers them an attractive dining/entertainment/coffeehouse option.

Strategy and Implementation Summary

Ophelia's strategy is based upon targeting and serving:

The atypical Fort Wayne intown resident. This urban professional works long hours and has relatively little time to cook at home. She/he has an active social life and spends a substantial amount of disposable income maintaining it.

The many downtown businesses which regularly use restaurant dining as a function of conducting business.

The tourist and convention populations centered in downtown venues.

4.6 Competitive Edge

Ophelia's maintains a competitive edge in several significant areas:

The facility's location puts it into close proximity to substantial populations of affluent Fort Wyane.

The owner, 29-year-residents of Fort Wayne, was educated in and works professionally in northeast Fort Wayne. Her early work experience included a substantial period working within a casual/upscale restaurant in Fort Wayne.

4.7 Value Proposition

We think our value proposition is quite clear and quite easily distinguished from most others in the market. We offer affordable and accessible menu items and entertainment as measured by their inherently natural value, at an affordable price that will encourage regular visits.

4.8 Sales Strategy

The first category of our sales strategy is to establish and maintain a position with our primary constituents: intown Fort Wayne residents within a 5 mile radius of Ophelia's location. We will depend upon keeping these people happy with our food and beverage products and entertainment options.

Our second strategy is to utilize the downtown hotel/convention business through developing and maintaining close relationships with the planners of upcoming conventions and their respective attendees in order to create a "private function/party" option for corporations visiting Fort Wayne during the early part of the week, as well as encouraging individual visits by conventioners later in the week. This strategy will also target the many hotel concierges who are available to promote dining options located within two miles of downtown hotel venues.

Our third strategy targets the more than 100,000 visitors to the Historic Embassy Theatre. This segment provides mainly lunch business.

Fourth, the restaurant will target sales to downtown and midtown businesses (particularly law firms) for regular business lunch and dinner entertainment.

4.9 Sales Forecast

Our sales forecast assumes no change in cost of prices, which is a reasonable assumption for the last few years.

We are expecting to increase sales from \$736,440.00 at the end of our first year, to \$744,440.00 by the end of 2023. The growth forecast is in line with the restaurants in the area and is tied to the projected increase in population of the immediate area.

The combined sales figures (across all sale items for the restaurant and coffee shop) presume an average of 4 "turns" per day for a 40 seat dining room and additional 30-40 seat patio during the summer, fall and spring months with an average tab of \$16. The business will be open an average of 26 days per month.

The projections show increases in:

December, resulting from Holiday traffic and University and professional students visiting Fort Wayne during the Holiday season.

January, based upon corporate Christmas parties and New Year's Eve programming.

May, as a result of catering programming scheduled for local High School and University Commencement functions.

May, June, July and August as a result of addition in demand patio seating during warm summer months.

Chart illustrating the data

5 Marketing Strategy

The most important element of our marketing strategy is the delivery of a quality product. Our food, beverage, flower cart, and entertainment products must first sell themselves through word of mouth.

Ophelia's concept and external messages have to fit our positioning. We offer an upscale feel without a required "pinch" in your wallet. We then communicate this through the free weekly social media pages and ads.

Through establishing relationships with the concierges of the local hotels and with the Fort Wayne's Convention and Visitors Bureau, we will then attempt to create opportunities for visitors to the city to look forward to experiencing Ophelia's.

5.1 Sales Programs

Specific Sales Programs:

Special Event Sales: Develop opportunities to solicit to companies for private parties and special events. The specific responsibility is with the owner with assistance from the manager on staff and chef.

Music Related Special Events: Develop relationships with artists and promoters in the area to feature artists rising in popularity, either through live performances.

5.2 Positioning Statement

For our most important target market, local residents who crave new and sophisticated dining/entertainment/coffeehouse options, Ophelia's satisfies the need for a casual, all-in-one dining and entertainment experience. Unlike our key competition, Ophelia's is designed to handle this need from its inception, starting with the general construction of the facility. The general food programming, coupled with the entertainment programming, will offer the customer an experience unlike anything he or she has currently available.

5.3 Pricing Strategy

Our food, drinks, and entertainment options are priced to give us an attractive margin while at the same time offering value to the consumer. We want repeat business. We also want the experience to remain fresh. Therein lies why the food, beverages, and musical/entertainment programming will be relatively flexible.

A sample menu is included in an appendix.

**Some supplemental materials are not available for this sample plan.

5.4 Promotion Strategy

We will promote our company name and label almost more than the product itself, because to be successful we have to stand for brand-name integrity, excellent menu offerings, and first class entertainment and fun. Therefore, our promotion strategy includes focusing on events and messages that match:

Our participation in the Savor Fort Wayne special promotions is important because these are events that bring our target market together.

5.5 Marketing Programs

Our marketing program will be handled by Taylor Tiernon. With an annual budget of \$12,000 beginning in August, Mr. Tiernon will create and direct marketing campaigns and ongoing efforts to increase the visibility of Ophelia's and its offerings.

5.6 Strategic Alliances

We depend on our alliances with personnel from local farmers, nearby breweries, Fortezza Coffee and local music promoters to generate continuous leads for new sales and promotional opportunities.

We plan to use local farmers when financially feasible like Hawkins Farms and local micro urban farmers.

We will be strategically partnering with Fortezza Coffee, which is a local specialty coffee shop in downtown Fort Wayne, IN who will set up our barista training and coffee program.

We need to make sure that the personnel of these allies are especially aware of our support and reciprocation.

5.7 Management Summary

Ophelia's is owned by a limited liability corporation including Paige Tiernon, Taylor Tiernon and Brittany Pape, will also operate as general manager/managing partner. Crucial employees include an additional manager who will assist in maintaining and reviewing operations of the restaurant and the entertainment venue/bar, and a chef who will manage kitchen operations. Additionally, an assistant manager/senior server and a sous-chef/line cook will perform secondary management functions. Part-time personnel will be hired to handle bartending, serving, and dishwashing functions.

5.8 Organizational Structure

Ophelia's is owned by Paige Tiernon (25%) and Taylor Tiernon (25%) and Brittany Pape(50%). Ms. Pape who will also operate as general manager/managing partner.

An additional manager (to be hired) will assist in maintaining and reviewing operations of the restaurant and the entertainment venue/bar.

A chef (to be hired) will manage kitchen operations and be crucial to maintaining food inventory stability and assistance in menu development.

An assistant manager/senior server (to be hired) who will be a salaried employee, will provide regular table service as well as assistance to the manager and the general manager.

A sous-chef/line cook (to be hired) will perform secondary management functions in the kitchen as well as provide assistance to the chef in main kitchen/cooking functions.

Part-time personnel will be hired to handle bartending, serving, and dishwashing functions.

The marketing, and accounting function will be handled by owner Taylor Tiernon.

5.9 Personnel Plan

The personnel plan calls for hiring 2 full-time salaried employees at start-up. Part time baristas/bartenders will have to be hired to manage approximately 100 hours of operation per week, servers/waiters will have to be hired for approximately 152 hours of operation per week, and dishwashers will have to be hired to handle approximately 71 hours of operation per week.

Any additional hires will be part time and devoted to the expansion of any catering function, as well as increased capacity/operation of a private party function.

Employee salaries are as follows:

Position	Salary
Owner/General Manager	\$41,000

Chef	\$50,000
Sous-chef	\$30,000
Barristas/Bartenders	\$9/Hour
Servers	\$2.15/Hour + Tips
Dishwashers/Bussers	\$9.50/Hour

6. Management Team

Brittany Pape - Owner and General Manager: Brittany worked for 1 ½ years as the General Manager of Nawa Asian Cuisine. While working at Nawa, she was responsible for all front of house operations including server and bar training, special event planning and catering. Along with these duties she also handled all bookkeeping, payroll, marketing and inventory responsibilities. Brittany is a 11 year veteran employee and operations manager of Asakusa Japanese Restaurant. Brittany pursued her associates degree from Ivy Tech in Hospitality Management.

Taylor Tiernon- Owner: Taylor has nearly a decades worth of experience in business operations and team management. He has worked a wide range of industries including wholesale distribution, ecommerce, and aerospace with responsibilities ranging from operational supervision, to procurement analyst. These roles have provided the necessary experience to effective direct personnel management, budgeting, procurement, social media marketing and accounting. Taylor earned a BS in Management from Indiana University Bloomington.

Paige Tiernon- Owner: Paige has over seven years of restaurant industry experience. She worked as an assistant manager at Asakusa Japanese Restaurant between 2009 and 2014. She worked at Malibu Grill in Bloomington Indiana as a server, bartender and catering and event coordinator from 2011-2016. Paige is now a full-time Certified Nurse-Midwife and Women's Health NP at Parkview Physicians Group. She plans on assisting with social media and marketing and filling in for managerial shifts. Paige earned a BS in Nursing degree from Indiana University Bloomington and an MS in Nurse-Midwifery from the University of Colorado Denver.

CITY OF FORT WAYNE
AGREEMENT
WITH Ophelia's LLC
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 Ophelia's LLC ("Applicant") (the City and Applicant being collectively referred to herein as the "Parties"), regarding the establishment proposed at 1603 N Wells Street, 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 R-105-15 (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 7/20/2021, 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 Ophelia's, LLC:

c/o Brittany Pape
1603 North Wells Street
Fort Wayne, IN 468028
PH: (260) 431-8101
e-mail: brittany_pape@icloud.com

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

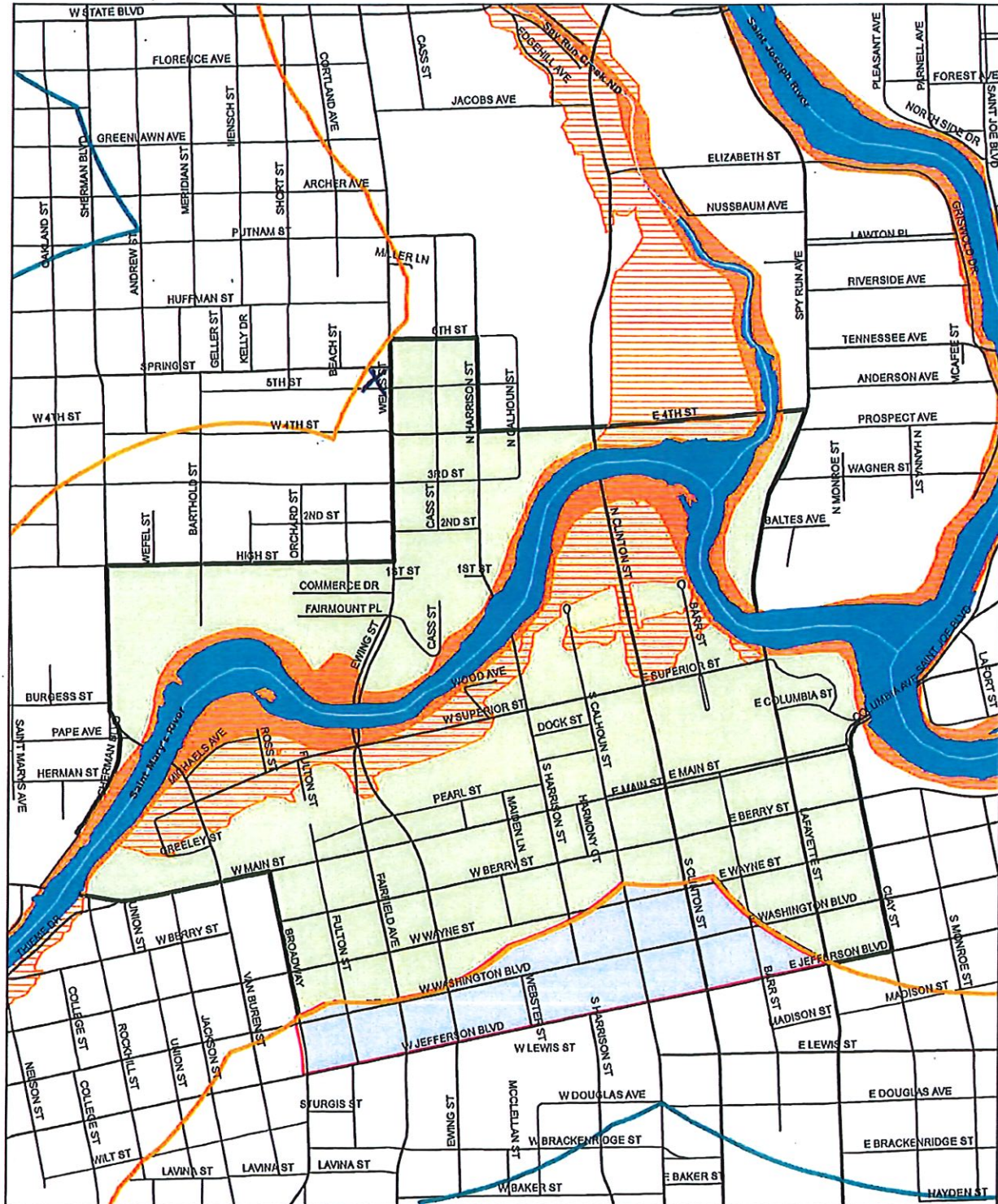


By: Brittany Pape Date: August 19, 2021
Owner - Ophelia's, LLC

Legend

- Downtown Dining District-Tier 1
- Downtown Dining District - Tier 2
- Boundary 3000 ft from edge of AE Zone
- Boundary 1500 ft from edge of AE Zone
- AE Zone: Floodway and 1% / 100 yr floodplain
- Floodway

DOWNTOWN DINING DISTRICT



As shown on this map, the flood zones are based on the latest available data. The map is for informational purposes only and should not be used for engineering or construction purposes. The map is not a warranty of performance or a representation of the accuracy of the data. The map is subject to change without notice.

Flood data is from 2009/Amended 2011 and reference only. Always check with DPS Flood Control before starting any project near an AE zone.

0 375 750 1,500 Feet

Created Nov 18, 2010. Revised July 31, 2013
 The City of St. Louis, Missouri, is not responsible for any errors or omissions on this map. The map is for informational purposes only and should not be used for engineering or construction purposes. The map is subject to change without notice.