



Administrators Report

03/14/23

We received the double fines signs for speed limit and in the process of installing.

Received and installed the stop signs for Sycamore and Walnut which is now a 4-way stop

Final documentation has been filed with ODNR for the Liberty Landing Grant in the amount of \$300K

Received an intent to purchase the ball fields from AMGS LLC (Andy Moran & Greg Sutter) represented BY David Robertson from Robertson & Associates. See attached

Received the Master Plan Draft from KZF which is attached. If everything looks ok, they will finalize this document, and prepare an online feedback form for our next round of community engagement.

Skippers Boat Harbor

Over the past weeks received calls from Augusta and Maysville inquiring about Skippers. Our comment, there were no disagreements between two parties. Attached is the license agreement and 2023 operations plan.

Pride Festival June 17th

Set up 8am to 9am

Event 11am to 7pm

Street closures Quarry and Front to Plenty and Front



ROBERTSON & ASSOCIATES OF OHIO, LLC

ATTORNEYS AND COUNSELORS AT LAW

11137 MAIN STREET, CINCINNATI, OHIO 45241 • PHONE (513) 563-6161 • FAX (513) 563-6981

March 8, 2023

Village of New Richmond
c/o Mr. Bob Lindhorst
Interim Village Administrator
102 Willow Street
New Richmond, Ohio 45157

Re: 1031 Old US Route 52

Dear Mr. Lindhorst:

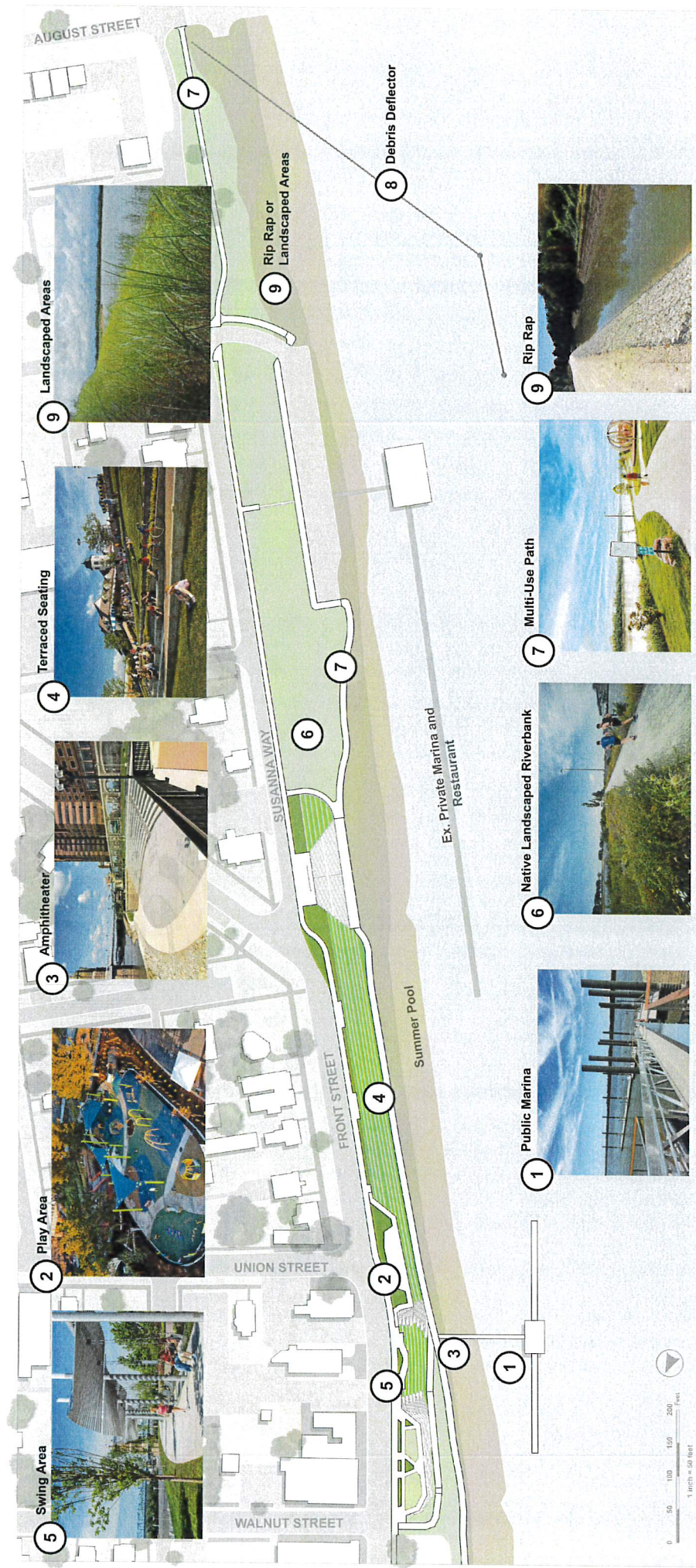
On behalf of my client, AMGS, LLC, I have been asked to extend an offer to purchase the vacant located at 1031 Old US Route 52, New Richmond, Clermont County, Ohio. My client is prepared to purchase the property for \$140,000. It is our understanding that this was the amount determined in a recent appraisal done for the village.

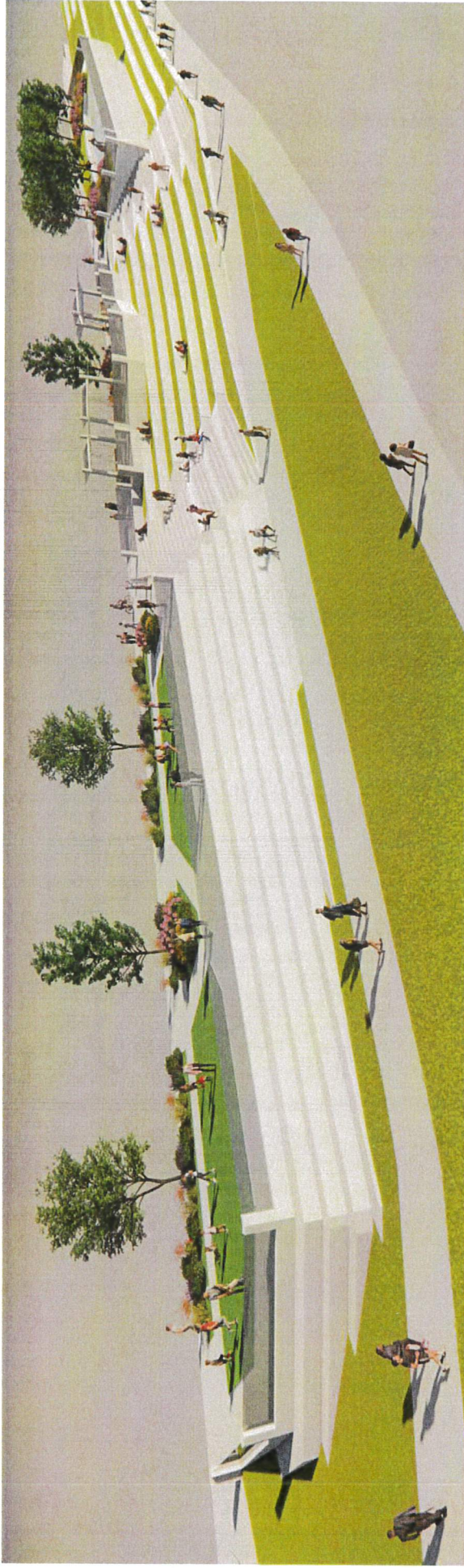
My clients are interested in the property for development. As part of preliminary investigation of interest, positive discussions have been had with both Kroger and Dollar Tree. We look forward to more earnest work toward businesses development and would like to acquire the property for that purpose.

I would appreciate contract regarding that possibility and any other offers the Village may have receive regarding the same property.

Respectfully,

David F. Robertson, Jr.
Cc: Greg Sutter





License

This license is entered into by and between the Village of New Richmond (herein Licensor), 102 Willow Street, New Richmond, Ohio 45157 and Dave Rose (herein Licensee) address 395 Susanna Way New Richmond OH 45157 this 22nd day of January, 2020.

Term

This license shall be for the period from January 1, 2020 to December 31, 2029 unless terminated earlier by Licensor should public interest require or as provided within this license.

Area Licensed & Uses Permitted

Licensor grants to Licensee a non-exclusive license in, over and above the land from the top of the slope of the Promenade to the low water mark of the Ohio River from the intersection of Plenty Street and Susanna Way to the up river side of the intersection of Sophia Street and Susanna Way, subject to restrictions of public record, for the purpose of ingress and egress to the auto parking in the existing lot, mooring of the head boat; for the operation of a marina/boat harbor and restaurant facility, a boat gasoline sales facility. The length of the operation in the Ohio River shall not exceed the extended intersection of Hotel Street and Susanna Way to the downriver side of the extended intersection of Western Avenue and Susanna Way. This license also includes the right to tie-off the head boat and docks to the existing "dead man" installed between Sophia Street and Augusta Street for the purpose of tying off the head boat and docks. This license may not be expanded to include any other activities including extension of the boat docks, without the express approval of Licensor, which approval shall not be un-reasonably withheld.

Plan of Operation

Within one month from date of execution of this license, and every year by November 1st thereafter, licensee shall present to Village Council an operational plan, which shall address and include:

1. Compliance with all village, county and state codes and/or ordinances at the marina/boat harbor and restaurant facility, the boat gasoline sales facility and the associated storage property.
2. Proposals for physical and aesthetic improvements to the existing marina/boat harbor and restaurant facility, and the boat gasoline sales facility.
3. Proposals for maintenance/safety upgrades to the existing marina/boat harbor and restaurant facility and the boat gasoline sales facility.

Upon submission of the plan Council shall review the license and the plan and determine whether Licensee has satisfied Council's concerns regarding Licensee's operations. Licensee shall pay to Licensor the sum of thirty-six hundred and thirty dollars (\$3,630) per year in license fee in twelve equal installments. Amount of license fee shall increase annually by 3% per year. The first installment is due on execution of this License. The remaining installments shall be paid on the first of each month beginning with the first month following execution of this license. In addition to this license fee obligation,

2021
2022
3738.90
112.16 3%
3851.06
3630.00
108.96 3%
3738.90

Licensee shall also be responsible for maintaining in a proper and suitable manner satisfactory to Licensor, the licensed area. Licensee's duties shall include the removal of drift and debris and maintenance of the parking lot and drive including filling in holes with gravel as needed. Should Licensee fail to maintain the licensed area in a suitable manner satisfactory to Licensor, in addition to terminating the license, Licensor may contract for the necessary maintenance and upkeep, and recover the funds expended on the contract from Licensee.

Termination

Licensor may terminate the license

1. Should public interest so require upon ninety (90) day written notice to licensor; or
2. Without Notice, should Licensee, his patrons or employees:
 - a. Violate the terms of this license;
 - b. Sell or otherwise assign all or a substantial part of the assets of the marina/boat harbor and restaurant facility and a boat gasoline sales facility to any other individual or group;
 - c. Attempt to assign or sublet this license to any other individual or group; marina/boat harbor and restaurant facility and a boat gasoline sales facility.
 - d. Use this license as security for any loan.
3. Without Notice on the filing of any voluntary or involuntary bankruptcy petition involving the Licensee.
4. Without Notice on Licensee's failure to maintain any permits or licensing required by the Corps of Engineers.
5. Without Notice when Licensee ceases to operate all of the following: the marina/boat harbor and restaurant facility and a boat gasoline sales facility.
6. Without Notice if Licensee fails to present a Plan of Operation as provided in this license.
7. Without Notice, if Licensee is cited for any health or housing code violations and the conditions leading to the citation remain unresolved for thirty (30) days.

The termination of this license shall occur upon the majority vote of Council on a motion or resolution to terminate the license.

Insurance

Licensee shall maintain premises and public liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) with the Licensor named on the policy as an additional insured. The policy shall also permit the licensor, its employees and agents to claim protection under the insurance. The insurance may not be cancelled by licensee for any reason. Failure to maintain the policy of insurance shall cause the immediate termination of this license.

Indemnification

As a condition of the issuance of this license, Licensee hereby covenants and agrees to hold harmless the Licensor, its employees, agents, assigns, insurers and attorneys for any

and all claims, demands, costs and expenses including but not limited to any damages and/or attorney fees incurred by or ordered against the licensor, its employees, agents, assignees, insurers and attorneys as a result of the use of this license by Licensee, his patrons or employees.

Miscellaneous

Licensor agrees during the term of this license not to grant to any other individual organization or group a license superior to this license.

Licensor agrees not to remove or destroy permanent fixtures or improvements made by Licensee.


The licensed area may be used by Licensor, without any restrictions for village events or for public events attended by members of the general public including but not limited to Riverdays.

The license is personal to the Licensee and may not be sold, assigned or otherwise transferred by Licensee.

The license does not grant to licensee any interest in the real property, improvements or personal property located thereon other than as set forth in this license.

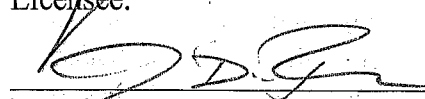
Executed this 22nd day of January, 2020.

Licensor:



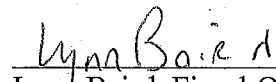
Greg Roberts
Village Administrator
Village of New Richmond

Licensee:



Dave Rose
Owner

Attest:



Lynn Baird, Fiscal Officer

Rose 2 Bros, LLC

Skippers River Cafe

* Operational Plan 2023

To whom it may concern:

1. Dry-docking docks and barge for welding repairs. This might happen for most of the off season. (weather permitting)
2. Painting of spud posts and barge floors -(weather permitting)
3. Repairing 2 docks with new floats all ready purchased.
4. Replace and install new 5,000.00 s-cord (electric) behind barge already purchased (weather permitting)

Rose 2 Bros

Virgil Rose & Gary Blanton