



Administrators Report

05/09/23

Permits and violations

Permit issued during April	10
Housing Permits Issued	4
YTD Housing	29
YTD Permits Issued	57
Violations	7
YTD	17

AO

- A motion needed allowing the Village of New Richmond to enter into a License Agreement with El Barrill Mexican Sports Bar and Grill for approximately one-half acre of ground from parcel # 260922.009 to be used for parking
- A Motion needed allowing the interim village administrator to enter and sign a contact with 143 Engineers for the phase 2 Round-About-Project
- A Motion needed allowing the interim village administrator to enter and sign a contract with 143 Engineers as the planner for the Village of New Richmond for the Appalachian Community Grant
- Resolution Authorizing the Interim Village Administrator to Execute the Clermont County CDBG FY 2020 Subrecipient Grant Agreement Attached as Exhibit 1 for the Hamilton Street Improvements No. CDBG 2020-05 Project

License

This license is entered into by and between the Village of New Richmond (herein "Licensor"), address 102 Willow Street, New Richmond, Ohio 45157 and El Barril, Mexican Sports Bar & Grill, (herein "Licensee"), address 1101 Front Street, New Richmond, Ohio 45457, this _____ day of _____, 2023

Term

This license shall be for the period from this _____ day of _____ 2023, to this _____ day of _____, 2028, unless terminated earlier by licensor should public interest require or as provided within this license,

Area Licensed & Uses Permitted

Licensor grants to Licensee an exclusive license in, over and above approximately one-half acre of ground located at the northeast corner of the parcel of land, Clermont County as Parcel ID # 260922.009 located on Front Street. detailed in Exhibit A attached hereto (hereinafter referred to as the "Licensed Area"), subject to restrictions of public record, for the purpose of additional parking for the operating restaurant, El, Barril Mexican Sports Bar & Grill. This license may be expanded to include other activities with the express written approval of the Licensor, which approval shall not be un-reasonably withheld.

Licensee shall pay to Licensor the sum of \$ _____ per year as a license fee. In addition to the license fee, Licensee shall also be responsible for maintaining the Licensed Area in a proper and suitable manner satisfactory to the Licensor. Should licensee fail to maintain the Licensed Area in a suitable manner satisfactory to the 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 the Licensee.

Termination

Licensor may terminate the license in any of the following manners:

1. For any cause with (90) days 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 sustainable part of the assets of the El Barril Mexican Sports Bar & Grill to any other individual or group;
 - c. Attempt to assign or sublet this this license to any other individual or group
 - d. Use the 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, when Licensee ceases to utilize the License Area for approved purposes.
5. Without Notice, if the Licensee is cited for any health or housing code violations and the conditions leading to a citation remain unresolved for (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) with the Licensor named on the policy as an additional insured. The policy shall also permit the Licensor, its employees, and/or agents, to claim protection under the insurance. The insurance may not be cancelled by the Licensee for any reason. Failure to maintain the policy of insurance shall cause immediate termination of this lease.

Indemnification

As a condition of the insurance of this License, Licensee hereby covenants and agrees to hold harmless the Licensors, its employees, agents, assigns, insurers, and attorneys for any and all claims, demands, cost and expenses including, but not limited to, any changes and/or attorney fees incurred by or ordered against the Licensors, its employees, agents, assignees, insurers, and attorneys as a result of the use of this License by the Licensee, his patrons, employees, invitees and/or licensees.

Miscellaneous

Licensors agree during the term of this license not to grant to any other individual organization or group a license superior to this license. Licensors agree not to remove or destroy permanent fixtures or improvements made by the Licensee. 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 of personal property located thereon other than as set forth in this license.

Executed this _____ day of _____, 2023

Licensors:

Licensee:

Glenn Ewing
Mayor of the Village of New Richmond

El Barril Mexican Sports Bar & Grill
Owner: Roberto Vargas

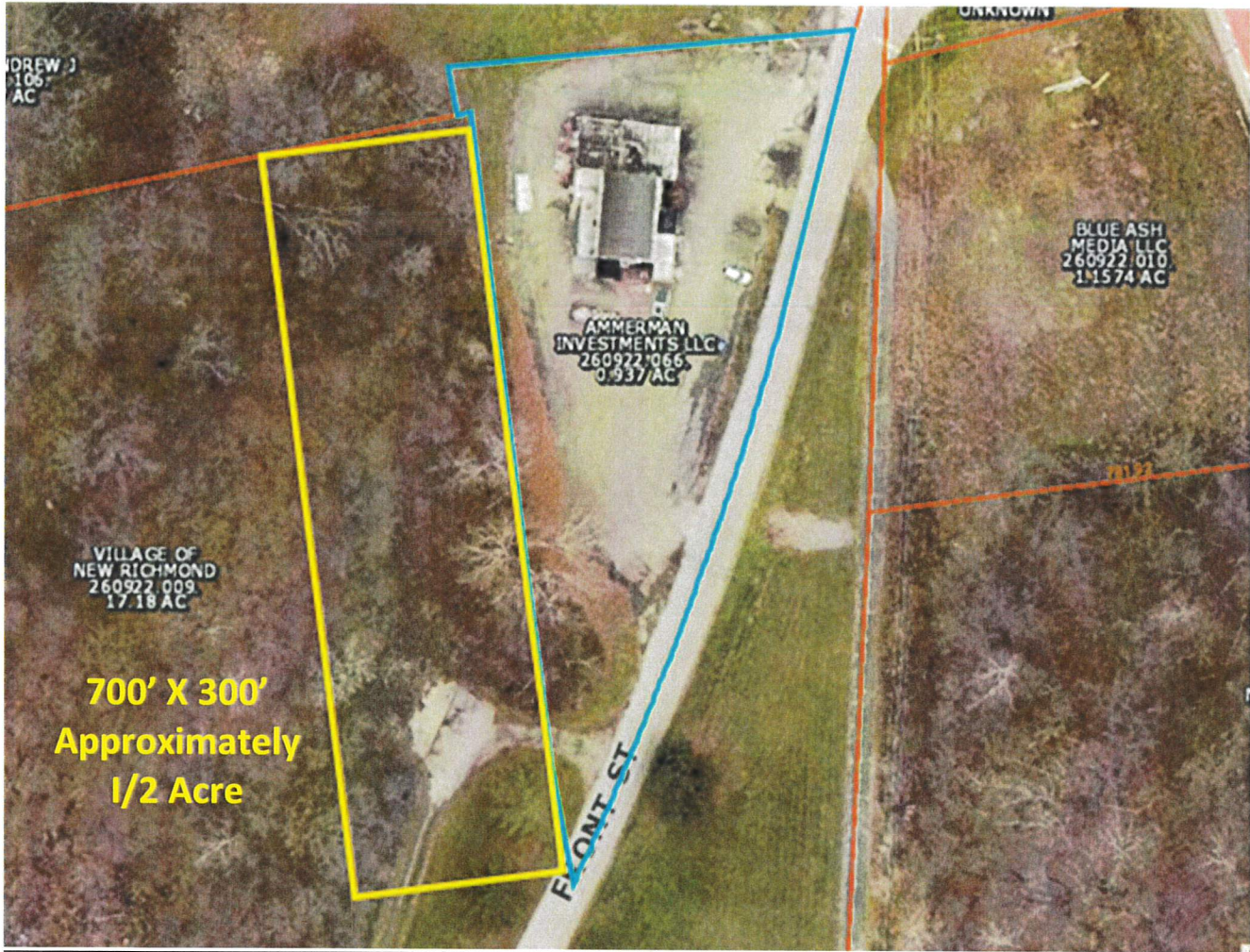
Attest:

Joel Gilpin, Fiscal Officer

Approved as to form

Scott Sollmann, Village Solicitor

Exhibit A



SCOPE OF WORK APPALACHIAN COMMUNITY GRANT

The following project has been assigned to 143Engineers, LLC per the Agreement
Control Number: **GOAP2324-ACGP-0** dated February 28, 2023.

PROJECT NAME: Village of New Richmond,

SCOPE OF WORK: April 7, 2023

To perform the planning tasks required to submit an implementation grant to the State of Ohio, Department of Development at the end of 2023:

New Richmond's proposed projects include several components that will transform the thirteen Appalachian Ohio River counties with new economic development, as well as transform the connectivity, health, and workforce preparedness of New Richmond. These projects will provide trail connectivity to the repurposed land use for local food production to counteract the food shortages during COVID, construct telehealth wi-fi enabled mobile units for COVID healthcare for underserved areas, and developing sustainable technical and business workforce development programs.

TOURISM: New Richmond has a public-private-partnership plan with the owner of the Delta Queen riverboat to float the boat and a dry dock to a facility in South Point, Ohio in Lawrence County for a total rehabilitation of the boat. Once completed, the Delta Queen's home port will be New Richmond. The boat will feature the Underground Railroad Tourism Riverboat Tour, among others, with stops at several Underground Railroad Sites from Clermont to Columbiana County. At each of these ports, docking facilities, as well as shuttle services to local tourism sites will be developed. Downtown redevelopment will occur at each of the tour stops

WORKFORCE: Redevelop the existing ball fields into a vertical farming site and FEMA lots into raised beds, providing gardening opportunity for locally sourced fresh fruits and vegetables for the region. A public private partnership with Groundworks Ohio River Valley to develop a workforce development program at New Richmond High School, UC Clermont College, and/or the Grant Career Center to build the vertical farming structure, work at the facility, and provide business experience. Other training programs include solar field technician programs for work at the Beckjord Solar Field and for health care training program for a mobile link healthcare unit.

INFRASTRUCTURE: Connections to the raised beds and the vertical farming site by the New Richmond Loop Trails along Willow Street, which connects the US 52 bike trail in Pierce Township to the US 52 roundabout bike trail from Front Street to Adamson Street, to the trails along the riverfront at Liberty Landing, to the Short

SCOPE OF WORK APPALACHIAN COMMUNITY GRANT

Hill Bike Trail connecting to the high school, and to a new recreation trail at the Beckjord Solar Field. The new US 52 trails will provide missing links to the Little Miami River Trail, which connects to Cleveland, via the Ohio-to-Erie trail network. The new Ohio River canoe launch would provide additional connectivity. Farmers Market locations are proposed along adjacent properties to the US 52 roundabout trail and the new Liberty Landing locations. Not only will the trails provide connectivity through-out New Richmond, but provide an outdoor space for exercise when social distancing is required. The trails will provide a safe alternative to sustain the new tourism economic development. We are partnered with Brown County communities for sidewalk and trail improvements in their downtown areas

HEALTHCARE: Develop a telehealth wi-fi enabled mobile unit based in New Richmond that will make stops in neighboring counties. A healthcare land dock will be provided along the New Richmond Loop Trail to provide a space centrally located in New Richmond for healthcare. Similar healthcare land dock locations will be set up through Brown, Adams, Highland, Pike, and Scioto Counties. The mobile health strategy will partner with school-based clinics to provide healthcare after-hours and on weekends for those battling long COVID and new cases of COVID in the population.

143Engineers will coordinate with the Village of New Richmond, Ohio River Way, the developmental districts in Ohio, and other preferred planners to develop the implementation grant for these four themed improvements.

If this contract is acceptable to Village of New Richmond, please sign on the next page and email one signed copy to 143ENGINEERS at 143Engineers@gmail.com.

By:

Mr. Bob Lindhorst, Interim Village Administrator

04/07/23

Date

143Engineers

By:

Caroline Duffy

04/07/23

Date



April 25, 2023

Bob Lindhorst
Interim Village Administrator
Village of New Richmond
102 Willow Street
New Richmond, OH 45157

RE: New Richmond US 52 Realignment Project Phase 2

Dear Bob,

Thank you for considering 143Engineers to provide consultant services for the Village of New Richmond US 52 Realignment Project. Many of the items of the feasibility study was completed under the Phase 1 of this project. Under this contract extension, Phase 2, the remaining items of the feasibility study will be completed.

Scope of Work and Fee

The scope of work has been developed from the ODOT Scope of Services document. Our team to complete the Phase 2 contract work includes American Structurepoint. 'Attachment A' shows the proposal from 143Engineers, as well as the proposals from each subconsultant. The total cost of the cost-plus net fee contract is \$138,056. The 'if authorized' items on a cost-plus net fee basis is \$2,982.

Schedule

This project will begin immediately upon receiving the Notice to Proceed. The Feasibility Study Phase 2 is scheduled to be complete by 10/31/23.

05/01/23 Notice to Proceed
05/01/23 1.1 Traffic Study
05/01/23 1.2 Stakeholder and Public Involvement Plan
05/01/23 1.4 Perform Environmental Field Studies for the Feasibility Study Phase 2
05/01/23 1.5 Plan Preparation for the Feasibility Study Phase 2
05/01/23 1.6 Prepare Cost Estimate for the Feasibility Study Phase 2
05/01/23 1.7 Funding for Planning Phase
05/01/23 Throughout Project: 1.8 Project Management for Planning Phase

Terms of the Contract

A. General Provisions

143ENGINEERS agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60 day period is valid if 143ENGINEERS elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.



143Engineers
(513) 476-6271
143Engineers@gmail.com

By:

Mr. Bob Lindhorst, Interim Village Administrator

Date

143Engineers

By:

Caroline Duffy

04/25/23

Date

On behalf of 143ENGINEERS, thank you for the opportunity to assist Village of New Richmond with this work. Please feel free to contact me at (513) 476-6271 or via email at 143Engineers@gmail.com should you have any questions.

Respectfully,

Caroline F. Duffy, PE



Any changes to the previously approved submittals will be considered a change in scope of services and 143ENGINEERS will be entitled to additional compensation at the rates herein specified.

C. Insurance

143ENGINEERS maintains Professional Liability, General Liability, Umbrella Liability, and Workers Compensation insurance. On request, 143ENGINEERS will furnish OWNER certification of insurance.

1. Professional Liability Practice Policy with limits of \$1,000,000 per claim and \$2,000,000 aggregate.
2. Commercial General Liability Insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. Village of New Richmond shall be named as an additional insured.
3. Umbrella Liability Insurance with limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.

D. Termination

In the event of termination of this Agreement by OWNER, OWNER shall pay 143ENGINEERS for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

E. Indemnification and Limitation of Liability

Except as otherwise agreed, 143ENGINEERS shall hold harmless and indemnify the OWNER against injury, loss or damage arising out of the negligent acts, errors or omissions of 143ENGINEERS. The OWNER agrees to limit 143ENGINEERS's liability hereunder to OWNER and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such that the total aggregate liability of 143ENGINEERS to all those named shall not exceed 143ENGINEERS's total fee for services rendered on this project.

F. Standard of Care

143ENGINEERS shall perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions.

WE HEREBY AUTHORIZE 143ENGINEERS, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE OWNER, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

If this contract is acceptable to Village of New Richmond, please sign on the next page and email one signed copy to 143ENGINEERS at 143Engineers@gmail.com.



143ENGINEERS reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Owner is given 30 days' notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this contract by 143ENGINEERS, only Village of New Richmond (Owner) or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving the Engineer, 143ENGINEERS, 10 days' notice in writing, as to when the work shall stop. The Owner further agrees to be liable and pay to 143ENGINEERS and its subconsultants, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work are stopped in accordance with the notice.

B. Time of Payments and Litigation Expenses

143ENGINEERS will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Owner fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, 143ENGINEERS may, after giving three (3) days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full amounts due 143ENGINEERS for services, expenses and interest.

In the event 143ENGINEERS deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, OWNER agrees to pay 143ENGINEERS's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event OWNER asserts a claim against 143ENGINEERS and/or 143ENGINEERS's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by 143ENGINEERS as a result of OWNER non-payment of fees and expenses for services rendered, and if OWNER fails to prevail in such action, counterclaim, set-off, or defense, OWNER agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by 143ENGINEERS and/or 143ENGINEERS's subconsultants in opposing any such action, counterclaim, set-off or defense.

143ENGINEERS may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to OWNER, their agents or assigns, without incurring any liability for direct and/or consequential damages to OWNER or anyone claiming through them or on their behalf whenever 143ENGINEERS deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, OWNER agrees to hold 143ENGINEERS harmless from all litigation expenses incurred by 143ENGINEERS as defined herein.

SUMMARY OF STEPS

SUMMARY OF STEPS								
C-R-S		CLE-US 52-4.67 Phase 2 Feasibility Study						
Consultant:		143Engineers, LLC						
PID No. :		114042						
Proposal Date:		4/25/2023						
Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
TOTAL 1 - Feasibility Study								
\$61.21	493	\$30,178.00	\$33,195.80	\$0.00	\$809.58	\$64,556.00	\$9,316.31	\$138,055.69
TOTAL AUTHORIZED TASKS								
\$61.21	493	\$30,178	\$33,196	\$0	\$810	\$64,556	\$9,316	\$138,056
IF-AUTHORIZED TASKS:								
#DIV/0!								
TOTAL IF-AUTHORIZED TASKS								
#DIV/0!								
GRAND TOTAL								
	493	\$30,178	\$33,196	\$0	\$810	\$67,538	\$9,316	\$141,038