

**CITY OF DAYTON, KENTUCKY  
ORDINANCE NO. 2024#5**

**AN ORDINANCE AMENDING SECTIONS 96.15, 96.16, 96.17, 96.18, 96.19, AND 96.99 OF TITLE IX, GENERAL REGULATIONS OF THE CITY OF DAYTON CODE OF ORDINANCES DEALING WITH SIDEWALK MAINTENANCE IN THE CITY, INCLUDING ENFORCEMENT PROVISIONS AND PENALTIES FOR FAILURE TO MAINTAIN SIDEWALKS.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY, AS FOLLOWS:**

Sections 96.15, 96.16, 96.17, 96.18, 96.19, and 96.99 of Title IX, General Regulations, of the City of Dayton Code of Ordinances, are hereby repealed in their entirety and replaced as follows:

**SIDEWALK MAINTENANCE**

**§ 96.15 DUTY OF PROPERTY OWNER TO MAINTAIN ABUTTING SIDEWALKS AND CURBS.**

(A) Every person who owns real estate in the City of Dayton (“City”) with a public sidewalk that abuts the property (“sidewalks”) has a duty to maintain these sidewalks in good condition and free from defects, at his, her, or its own expense.

(B) Property owners are responsible for repairing all holes, uneven surfaces, and other defects in or on sidewalks by using the same or similar materials as those used when the sidewalk was originally constructed.

(C) Property owners shall keep the sidewalks and adjacent street curbs (“curbs”) free from soil, grass, weeds, plants, trash, debris, and other objects that may obstruct or cover the sidewalks and/or curbs. Property owners shall also cut or maintain the “tree lawn” or “road verge” locate between the sidewalks and curbs and keep these areas free from weeds, trash, and debris.

(D) If a property owner fails to maintain sidewalks abutting their property or the curbs adjacent to the sidewalks so as to create a public nuisance, the City may abate this nuisance, including replacing or repairing the sidewalks, pursuant to KRS 65.8840 and/or City ordinances, and may place a lien on the property to recover the costs associated with such work.

(E) The City shall adopt a Sidewalk Maintenance Policy (“Policy”) to provide further guidance to property owners regarding the maintenance, repair, and replacement of sidewalks in the City and maintenance of curbs and this policy is incorporated by reference into this Ordinance, including future amendments to this Policy.

**§ 96.16 NOTICES AND CITATIONS, ENFORCEMENT ACTIONS, HEARINGS, AND APPEALS.**

(A) Whenever an official with the City Code Enforcement Department ascertains that defects or obstructions exist on a sidewalk abutting a private property or that the conditions of the sidewalks or curbs constitute a public nuisance, as outlined in Section 96.15 above, he or she shall notify the property owner, in writing, of such condition in the form of a Notice of Violation (“Notice”) and/or Citation, and shall direct the property owner to address these defects,

obstructions, or other nuisance issues at his or her expense within the time period set forth in such Notice or Citation.

(B) All Notices and Citations, enforcement actions, hearings, and appeals under this Subchapter shall be governed by Chapter 38, Code Enforcement Board, of the Dayton Code of Ordinances

\* \* \*

**§ 96.99 CIVIL PENALTIES.**

(A) Any person, firm, corporation, or titled owner who violates a provision of this ordinance shall be subject to a civil fine of not less than \$100 per day, per violation, but not more than \$500 per day per violation, or the cost to the City of Dayton to abate the violation, or both. Each date that a violation of this ordinance continues after due notice has been served pursuant to provisions of this Subchapter of the City of Dayton Code of Ordinances (“the Code”) shall be deemed a separate offense, up to a maximum of \$5,000 per citation.

(B) As an additional alternative remedy to the above-referenced penalty, any person who has been previously issued two or more citations for Code violations related to the same property within a 12-month period may be assessed additional civil penalties of \$500 per day per violation up to a maximum of \$10,000 per citation.

(C) The City of Dayton shall possess a lien on this property for all fines, penalties, charges, attorney’s fees, and other reasonable costs associated with enforcing this Subchapter and/or placing of a lien on the parcel of real property subject to the provisions of this Subchapter. The lien shall be superior to and have priority over all other subsequently filed liens, except state, county, school board, and city taxes. Pursuant to KRS 65.8834, the City may elect to include the amount of any unpaid lien that has been recorded pursuant to KRS 65.8835 on any City property tax bill for the property.

Adopted by City Council of the City of Dayton, Campbell County, Kentucky assembled in regular session.

First Reading: \_\_\_\_\_, 2024  
Second Reading: \_\_\_\_\_

\_\_\_\_\_  
MAYOR BEN BAKER

ATTEST:

\_\_\_\_\_  
TRISTAN KLEIN  
CITY CLERK/TREASURER

**CITY OF DAYTON, KENTUCKY  
ORDER/RESOLUTION NO. 2024-5R**

**ORDER/RESOLUTION OF THE DAYTON CITY COUNCIL ADOPTING  
A SIDEWALK MAINTENANCE POLICY IN CONJUNCTION WITH  
ADOPTION OF A NEW SIDEWALK MAINTENANCE ORDINANCE.**

WHEREAS, the City of Dayton, Kentucky (“City”) City Council is updating and amending its sidewalk maintenance ordinance; and

WHEREAS, the City Council wishes to adopt a Dayton Sidewalk Maintenance Policy to provide guidance to property owners when they are maintaining, repairing, and replacing sidewalks in the City, which will ensure safe walking paths for pedestrians within the City; and

NOW, THEREFORE, BE IT ORDERED/RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY THAT:

City Council hereby adopts a Dayton Sidewalk Maintenance Policy, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein.

This Order/Resolution shall become effective immediately upon approval by the City Council of the City of Dayton, Kentucky.

AND IT IS SO ORDERED AND RESOLVED. Passed and approved by the City Council of the City of Dayton, Kentucky, on this \_\_\_\_ day of \_\_\_\_\_ 2024.

This Order/Resolution shall be maintained and indexed in the Official Resolution and Order Book by the City Clerk/Treasurer.

\_\_\_\_\_  
MAYOR BENJAMIN BAKER

ATTEST:

\_\_\_\_\_  
TRISTAN KLEIN  
CITY CLERK/TREASURER

## EXHIBIT "A"

### CITY OF DAYTON, KENTUCKY, SIDEWALK AND GUTTER MAINTENANCE POLICY

Policy Adoption Date: \_\_\_\_\_, 2024

#### I. Introduction.

The purpose of this Dayton Sidewalk and Gutter Maintenance Policy ("Policy") is to address the maintenance of sidewalks and gutters in the City of Dayton, Kentucky ("City") to ensure safe and attractive walking paths and gutters within the City.

This Policy is being enacted because the City lacks the physical and financial ability to repair, replace, and maintain the many miles of sidewalks and gutters located in the City. The City will continue to inspect sidewalks for defects, enforce of City ordinances relating to sidewalks, and prioritize sidewalk maintenance repairs under this Policy.

The implementation of this Policy is a discretionary act of the City and serves as a guideline to assist the City in the enforcement of its ordinances and assist property owners in the maintenance and management of these sidewalks under these ordinances.

#### II. Sidewalk inspections.

The City will conduct inspections of the condition of its sidewalks to identify and document those sidewalks that are in the greatest need repair the City. The City will use these inspections to implement a plan to address sidewalk maintenance issues in the City.

#### III. Budget.

Depending on the City's financial ability to do so, the City may allocate funding for a cost-share program to assist owners of owner-occupied properties in addressing sidewalk repairs in the City. The owners of business or rental properties, while covered by this Policy, are not eligible to participate in this cost-sharing program. The City also may undertake efforts to seek state and federal grants to pay for the sidewalk-safety projects.

#### IV. Regulations.

- A. The City will actively enforce its Sidewalk and Curb Maintenance Ordinance, Section 97.15, *et. seq.* of the Dayton Code of Ordinances. Under this ordinance, all property owners, at their own expense, must maintain in good condition and free from defects any sidewalks abutting their property.
- B. Violation of the City's sidewalk maintenance and repair ordinance and/or this Policy are subject to notices of violation and/or citations issued by the Code Enforcement Department, and the Code Enforcement Board shall have authority to adjudicate these violations.

- C. Property owners must follow these regulations when maintaining, repairing, and replacing sidewalks and maintaining gutters:
- a) A property owner must obtain a building permit from the Campbell County Department of Planning, Zoning, and Building Inspections to construct any new sidewalk or driveway in the city. Sidewalks shall be made of concrete, at least four inches thick, professionally installed, and compliant with the Kentucky Building Code.
  - b) Property owners shall be responsible for removing ice or snow from sidewalks abutting their property in a safe and reasonable manner. The City is not responsible for removal snow and ice from these sidewalks. Property owners also must keep sidewalks and adjacent street curbs free from soil, grass, weeds, plants, trash, debris, and other objects.
  - c) Property owners are responsible for maintaining the “tree lawn” or “road verge” adjacent to these sidewalks, which is the strip of grass or groundcover located between a roadway and a sidewalk that runs parallel to the sidewalk. The City is responsible for maintenance of trees it has planted in these areas. Property owners are not permitted to plant trees, shrubs, or other plants or install rocks, mulch, or other materials in a tree lawn/road verge without the City’s express permission. If the City grants permission to do this, the property owner must enter into a license agreement with the City outlining the terms of the agreement with the City.
  - d) If the City institutes a cost-sharing program to assist the owners of owner-occupied properties in repairing their sidewalks, priority will be given to property owners who have been cited for sidewalk code violations. The City will separately set forth the terms of this program by legislative and/or executive action, whenever such a program is funded by City Council.

**CITY OF DAYTON, KENTUCKY  
ORDER-RESOLUTION NO. 2024-6R**

AN ORDER-RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH SIX OTHER CITIES, THE CAMPBELL COUNTY FISCAL COURT, AND SOUTHBANK PARTNERS TO PROVIDE MATCHING FUNDS FOR THE PLANNING, PERMITTING, AND DESIGN PHASE OF THE FEDERAL “RAISE” GRANT AWARDED TO THESE GOVERNMENTS AND ORGANIZATION.

WHEREAS, Southbank Partners, in partnership with the Cities of Dayton, Bellevue, Bromley, Ludlow, Covington, Newport, Silver Grove, and the Campbell County Fiscal Court (“local government participants”), applied for and were awarded a \$3.7 million federal RAISE Grant from the U.S. Department of Transportation in 2023 to fund design and engineer work for remaining portions of the existing Riverfront Commons trail system and to extend this trail system for another eight miles along Ky. 8 from Dayton to Pendery Park in unincorporated Campbell County (“RAISE grant project”); and

WHEREAS, local government participants previously agreed to support the RAISE grant project and provide a 20 percent match to pay for the costs of construction-ready designs for the project so that these local governments can seek future capital funding grants to pay for future construction costs of this project in their respective jurisdictions.

WHEREAS, the local government participants desire to formally memorialize their support and financial commitment to this phase of the RAISE grant project and to create a steering committee consisting of representatives from each local government to administer the grant, as set forth more fully in the attached Riverfront Commons RAISE Urban Planning Grant Interlocal Cooperation Agreement (“RAISE Grant Design Funding Interlocal Agreement”).

**NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE  
CITY OF DAYTON, KENTUCKY, AS FOLLOWS:**

Section 1

The recitals set forth above and RAISE Grant Design Funding Interlocal Agreement, which is attached hereto as Exhibit “A”, are an integral parts of this Order/Resolution and are incorporated by reference herein.

Section 2

The Dayton City Council hereby authorizes the Mayor to enter into the RAISE Grant Design Funding Interlocal Agreement with the Cities of Bellevue, Bromley, Ludlow, Covington, Newport, Silver Grove, the Campbell County Fiscal Court, and Southbank Partners, which

agreement is attached hereto as Exhibit “A” and made by reference a part hereof.

SO ORDERED AND RESOLVED and approved by the City Council of the City of Dayton, Kentucky, on this 16th day of April 2024.

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MAYOR BEN BAKER

ATTEST:

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TRISTAN KLEIN  
CITY CLERK/TREASURER



**EXHIBIT "A"**

**THE RIVERFRONT COMMONS RAISE URBAN PLANNING GRANT  
INTERLOCAL COOPERATION AGREEMENT**

This INTERLOCAL COOPERATION AGREEMENT (the Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Cities of Bellevue, Bromley, Ludlow, Covington, Newport, Dayton, Silver Grove, Campbell County Fiscal Court, and Southbank Partners, hereinafter referred to as "Parties".

WHEREAS, this Agreement is governed under KRS 65.210, et. seq., and is entered into with the following stipulations:

WHEREAS, this Agreement will be subject to review and approval pursuant to KRS 65.260, et. seq., which requires all Interlocal Agreements to be submitted to the Attorney General or the Department of Local Government to determine if they meet the specific requirements of an Interlocal Cooperation Agreement;

WHEREAS, the Kentucky Interlocal Cooperation Act (KRS 65.210 et seq.) permits the joint exercise of power by state agencies with other public agencies to make the most efficient use of their powers; and,

WHEREAS, the Northern Kentucky Riverfront Commons project seeks to design, build and connect a twenty (20) mile continuous multimodal corridor that would extend from the City of Bromley, in the west, to unincorporated Campbell County, in the east, linking all cities and counties involved; and,

WHEREAS, the City of Bellevue has received a RAISE grant from the United States Department of Transportation for the planning and design of the Northern Kentucky Riverfront Commons project; and,

WHEREAS, the remaining parties hereto intend, through this Agreement, to set forth the rights and obligations of the parties, including financial and administrative obligations, to complete the objectives of the RAISE grant as set forth in more detail herein;

NOW, THEREFORE, the parties agree as follows:

**1. Recitals:**

The recitals set forth above are an integral part of this Agreement and incorporated into this Agreement.

**2. Purpose:**

The Northern Kentucky Riverfront Commons project through the RAISE Planning Grant will plan, permit, and design the full 20-miles of path from the City of Bromley to unincorporated Campbell County, for a consistent, accessible, and innovative corridor using equitable planning processes, resilient and sustainable solutions, and collaborative partnerships. A key portion of the project will be evaluating the already constructed sections and the sections currently in design to ensure the whole corridor meets the consistent Corridor Wide Best

Practices and Design Standards that will be developed to meet the regions equity, sustainability, and resilience goals. At the end of the RAISE project, the communities will have the necessary construction ready designs that can be used to procure capital funding. The purpose of this Agreement then shall be to implement a collaborative strategy among the parties for completion of the project, including financing from the parties on the timelines required, responsibility for attending meetings among the parties (the public and others), to ensure progress in meeting planning goals, and to undertake all requirements necessary thereto to effectuate the same.

### **3. Financing and Roles/Responsibilities for the Parties:**

Each of the parties' roles for involvement in the project shall be set forth next to the name of their organization below, and their separate financial commitment to the project is further set forth below as a "not to exceed" amount. In order to determine the financial commitment for each party, qualified engineering firms utilized the Kentucky Transportation Cabinet's (KYTC), TC 40-2 Form for Engineering and Related Services Fee Proposal. The total fee expressed in each fee proposal is the estimated project cost in each respective jurisdiction. Twenty percent (20%) of the total fee is the local cost share represented by each party's financial commitment, whereas eighty percent (80%) of the total fee is the federal cost share.

- a) Bellevue – Recipient party for the agreement with USDOT, issue RFQ for project scope, issue RFQ for owner's representative, form RFQ review committees to select consultants for project scope and owner's representative, submit regular reimbursement and compliance reports to USDOT with support from Southbank Partners, transfer RAISE grant funds to Southbank Partners to be held in a restricted account, provide (1) representative for the project steering committee, and fund their portion of the local match in the amount of \$109,026.60
- b) Bromley – provide (1) representative for the project steering committee and fund their portion of the local match in the amount of \$16,128.60
- c) Covington – provide (1) representative for the project steering committee and fund their portion of the local match in the amount of \$49,742.60
- f) Dayton – provide (1) representative for the project steering committee and fund their portion of the local match in the amount of \$84,018.40
- b) Ludlow – provide (1) representative for the project steering committee and fund their portion of the local match in the amount of \$154,293.00
- d) Newport – provide (1) representative for the project steering committee and fund their portion of the local match in the amount of \$63,066.20
- e) Silver Grove – provide (1) representative for the project steering committee and fund their portion of the local match in the amount of \$285,571.60
- g) Campbell County Fiscal Court – provide (1) representative for the project steering committee and fund their portion of the local match in the amount of \$141,888.00
- h) Southbank Partners – Subrecipient party for the agreement with the USDOT, project manager working directly with the consultant providing services as the owner's representative, fiduciary agent for receipt of grant funds, administrator/convener of the

project steering committee with (1) representative on the committee, and fund their portion of the local match in the amount of \$40,000.00

**Timing of Financial Commitments:** Each of the above parties, will ensure prompt payment for their respective financial commitments to Southbank Partners by August 1, 2024.

**Further responsibilities:** Southbank Partners shall act as the project manager and fiduciary agent for the project and shall receive from the City of Bellevue the RAISE grant reimbursement funds, together with the above committed funds from the parties, combined in a restricted account until eligible disbursements are approved by the steering committee or by Southbank Partners with authorization from the steering committee, together with any other approvals necessary for such grants. Southbank Partners, as the administrator, will further implement a schedule of meetings for the steering committee, together with schedules for any other meetings with other public and private interests in the project.

For further specificity regarding the project purpose and project funding, the parties agree to incorporate by reference the documents, which were included in the RAISE grant application, titled: "Project Description" and "Project Budget" attached hereto respectively as Exhibit A and Exhibit B.

#### **4. Duration and Termination:**

The effective date of the Agreement shall be the date set forth above, and it shall remain in full force and effect until, at a minimum, the completion of the project. At completion of the project (which is intended to have all planning completed for the project and shovel ready for construction), the parties may vote, by a majority of the parties, to continue this Agreement indefinitely from the planning phase, through completion of all other phases of the project, including construction, future maintenance and improvements of the project, and future expansion and improvement. In such event, the financial obligations of the parties, or any other terms, shall be set forth in an amendment to this Agreement, agreed to by the parties.

Any party to this Agreement may unilaterally withdraw from the Agreement by giving one hundred and twenty (120) days written notice to each of the other parties. However, upon withdrawal, the obligations (including but not limited to financial obligations) of such withdrawing party shall remain in full force and effect, and such withdrawing party shall forfeit any and all rights under this Agreement, and this Agreement shall continue in full force and effect with those remaining parties, as set forth herein.

#### **5. Jurisdiction and Venue:**

The Agreement shall be construed under the laws of the State of Kentucky. Each party agrees to personal jurisdiction in any action brought in any court, Federal or State, within the County of Campbell, State of Kentucky having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in the County of Campbell, State of Kentucky. Each party waives any

objection which it may have now or hereafter to the choice of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

**6. Assignment and Third Party Beneficiary:**

This Agreement may not be assigned by any party. This Agreement is only for the benefit of the parties and the enforcement of it is limited to the parties. Nothing in the Agreement is intended to give rise to any claim, demand, cause of action, or right of any kind, to any third party, and is not intended to release or waive any rights, privileges or immunities of the parties hereto.

**7. Captions and Headings:**

The captions and headings of the paragraphs and subparagraphs of this Interlocal Agreement have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.

**8. Force Majeure:**

No party shall have any responsibility or liability pursuant to the provisions of this Agreement for the delay or default caused by war, riot, fire, acts of God or other causes beyond their reasonable control, including actions undertaken by the legislature or the executive branch which impact the ability of the parties to perform hereunder, but, upon the cessation of such cause, each of them shall diligently pursue the performance of those provisions delayed or precluded by such cause.

**9. Ambiguity:**

Each party acknowledges that they have been represented by separate counsel in the negotiation of this Agreement, to such an extent that there is precluded thereby any and all rules of interpretation and construction of the provisions of this Agreement to the effect that any ambiguities therein shall be interpreted against the one who prepared or drafted that provision

**10. Waiver:**

No consent to or waiver by any party of any breach or default of any provision of this Agreement, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse any subsequent breach or default of the same or any other provision of this Agreement.

**11. Severability:**

In the event that any one or more of the provisions of this Agreement, or any part of a provision, shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or this Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in the Agreement.

**12. Modification:**

This Agreement may only be modified by a subsequent written Agreement signed by all parties.

**13. Hold Harmless:**

Each party agrees to hold harmless all other parties, its officers, agents, and employees, from any and all liability, loss, damages, costs or expenses which are sustained, incurred or required arising out of actions related to, authorized by or contemplated in this Agreement.

Each party shall pass appropriate legislation authorizing execution of this Agreement.

(SIGNATURES TO OCCUR ON THE FOLLOWING SIGNATURE PAGE)

**SIGNATURE PAGE FOR THE RIVERFRONT COMMONS RAISE URBAN  
PLANNING GRANT INTERLOCAL COOPERATION AGREEMENT**

**City of Bellevue:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**City of Bromley:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**City of Ludlow:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**City of Covington:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**Southbank Partners**

By: \_\_\_\_\_  
President & CEO

**City of Newport:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**City of Dayton:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**City of Silver Grove:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**Campbell County Fiscal Court:**

By: \_\_\_\_\_  
Judge/ Executive

By: \_\_\_\_\_  
Fiscal Court Clerk

# Project Description

Riverfront Commons RAISE Planning Grant will plan and design a 20-mile multimodal transportation corridor using:

- ▶ Equitable Planning Processes
- ▶ Resilient and Sustainable Solutions
- ▶ Innovative and Collaborative Partnerships

A project website is available at [www.nkyriverfrontcommons.com](http://www.nkyriverfrontcommons.com)

## 1. PROJECT OVERVIEW

### 1.1. Project Purpose

Riverfront Commons is a planned 20-mile continuous multimodal corridor that would extend from Ludlow, in the west, to Melbourne, in the east, linking all Southbank cities and partnering counties. The 10-20 foot wide path is bookended by Devou and Pendrey Parks and will feature open park space at strategic points along the river, accommodating walkers, bikers, and other non-vehicular travel. A series of points of access, or nodes, will provide easy linkage to neighborhood, residential, business, entertainment, and historic districts. Figure 1 shows the location of the Riverfront Commons corridor and the various existing and proposed trail heads. For more finite conceptual visualizations, see (**Attachment I – Riverfront Commons Corridor Concept**)

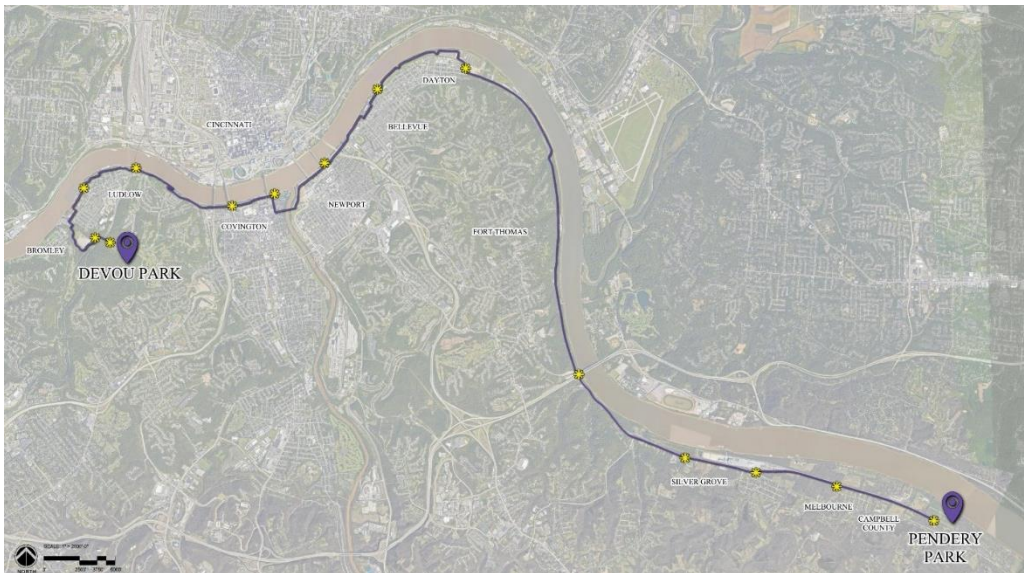


Figure 1: Project Location

### 1.2. Transportation Challenges to be Addressed

Multimodal transportation connections between the urban cities along the Northern Kentucky riverfront are limited. To make the full 20-mile journey, cyclists and pedestrians are required to weave along streets of varying traffic conditions, infrastructure accommodations, and many safety concerns. Even sidewalks are sporadic and cycling conditions can be dangerous.



The Northern Kentucky urban core is expanding with exciting mixed-use developments and new opportunities. The purpose of Riverfront Commons is to provide multimodal access along the riverfront communities, some of which have been designated as Historically Disadvantaged Communities (HDC) and Areas of Persistent Poverty (APP) by the USDOT’s Justice40 initiative.

## 2. PROJECT HISTORY

Riverfront Commons has been in development since 1996 with the design of the first section in Newport and reinforced by the United States Army Corps of Engineers Riverbank Stabilization and Ecosystem Restoration Project Feasibility Study in 2006.

Since 2006 portions of the multimodal corridor have been designed and constructed in small sections as funds have become available. Over the last 17 years, funds for Riverfront Commons have exceeded \$15 million from local municipalities, state, MPO, and private entities. Today, it is Southbank’s vision to finally move the project forward as a complete and comprehensive project to meet the needs of the entire region.

### 2.1. Southbank Partner’s Role

Southbank Partners, Inc was formed in part through an Interlocal Cooperation Agreement by and between the cities of Ludlow, Covington, Newport, Bellevue, Dayton, Fort Thomas, and Silver Grove as well as the counties of Campbell and Kenton in Northern Kentucky (**Attachment II – Interlocal Agreement**).

The agreement affirms the intent of the parties to work together the purpose of coordinating county and city governments, along with the private sector, with various projects and undertakings beneficial to each, for the improvement and development of the Northern Kentucky Waterfront which includes Riverfront Commons.

The grant applicant, the City of Bellevue, intends to transfer award funds to Southbank Partners, as a trusted fiduciary agent for administration.

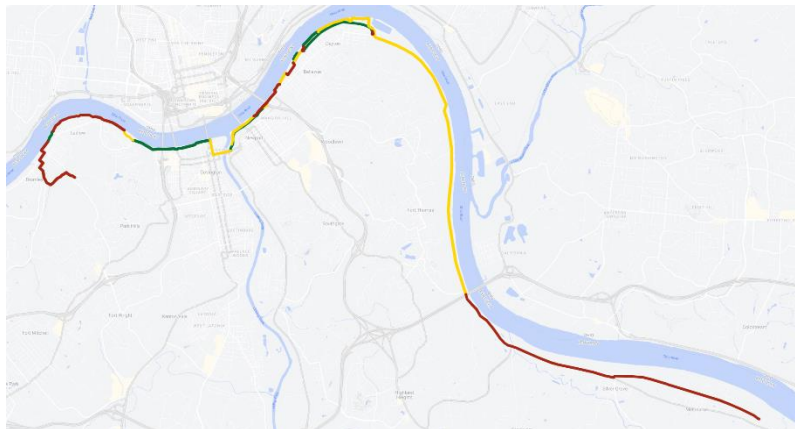


Figure 2: Corridor Status

### 2.2. Project Progress

Southbank Partners and the partner communities have been working to progress the Riverfront Commons corridor piece by piece for almost three decades. Sections have been constructed, planned, designed, or remain conceptual. The region has recognized the need to advance the entire corridor as one project and the team has shifted from localized implementation efforts to a unified regional approach.

The Northern Kentucky Riverfront Commons project will plan, permit, and design the full 20-miles for a consistent, accessible, and innovative corridor. Figure 2 shows the status of the sections of Riverfront Commons. Green sections have been constructed, yellow sections are

either designed or in the design process, and the red sections need to be fully designed and planned. **Attachment I – Riverfront Commons Corridor Concept** provides additional granularity on the status of particular pieces.

A key portion of the project will be evaluating the already constructed sections and the sections currently in design to ensure the whole corridor meets the consistent Corridor Wide Best Practices and Design Standards that will be developed to meet the regions equity, sustainability, and resilience goals. At the end of the RAISE project, the communities will have the necessary construction ready designs that can be used to procure capital funding.

### 2.3. Incorporation into Existing Plans

Riverfront Commons has been included in several regional, state, local, and other agency plans. They include:

- ▶ OKI 2050 Metropolitan Long Range Transportation Plan (MTP)
- ▶ Cross Kentucky Master Trail Plan, 2023
- ▶ Northern Kentucky Comprehensive Economic Development Strategy (CEDS), 2022
- ▶ Army Corps of Engineers Northern Kentucky Riverfront Ecosystem Restoration Feasibility Study, 2019
- ▶ Army Corps of Engineers Northern Kentucky Riverfront Commons Feasibility Study, 2013

## 3. TECHNICAL PROJECT DESCRIPTION

### 3.1. Planning Process

The Riverfront Commons project will plan, permit, and design the 20-mile corridor. The planning process will progress the entire corridor to a shovel ready state.

#### *Corridor Wide Best Practices and Design Standards*

At the onset of the project, the consultant team will work with community stakeholders, members of the public, advocacy groups, and permitting agencies to develop corridor wide best practices and design standards that will address ways and standards to design, construct, and maintain Riverfront Commons.

Elements that will be addressed in the Corridor Wide Best Practices and Design Standards include:

- ▶ **Community Engagement Best Practices.** The best practices will provide specific recommendations for the Northern Kentucky community that encourage equitable decision making in accordance with federal regulations and guidance related to Environmental Justice and advancing racial equity.
- ▶ **Construction Workforce Development Best Practices.** The best practices will follow the USDOT Grant Application Checklist for a Strong Transportation Workforce and Labor Plan. The planning and future construction of the project will be used to create good-paying jobs with free and fair choice to join a union, expand high-quality training and education programs, and implement policies both during procurement and during project implementation that will promote the hiring and retention of underrepresented workers.
- ▶ **Material Selection Best Practices.** The materials used on the Riverfront Common will be evaluated to balance the cost, life cycle, and environmental impacts. The corridor will

flood when the Ohio River rises, and the corridor should be used as an opportunity to provide flood relief and bank stabilization while being designed to withstand the rising water. Landscape, technology, and wayfinding elements will all consider the flood risk. Additionally, whenever possible, local materials will be recommended to reduce the overall carbon emissions from the project.

- ▶ **Consistent Urban Design Standards.** Wayfinding, landscape architecture, and branding will provide a uniformed look and feel throughout the corridor and will be defined in the Urban Design Standards
- ▶ **Universal Design Standards.** Design standards will include universal design philosophies that will make the corridor intuitive, accessible, and equitable.
- ▶ **Technology Enabled Mobility Hubs Design Standards.** The project team will evaluate the need and desire for including mobility hubs along the corridor. Mobility hubs may include amenities, way finding, electric vehicle charging, and access to shared use bikes, e-bikes, and scooters. These hubs will serve as critical transfer points between modes, including transit, and provide a seamless experience for transportation users.
- ▶ **Operations and Maintenance Best Practices.** Operations and Maintenance (O&M) best practices will be specific to the existing and future Northern Kentucky riverfront conditions as current sections of Riverfront Commons is impacted at flood stages. The O&M Best Practices section will outline expected long term maintenance costs associated with recommended design standards so that communities can plan for the upkeep of the portions of Riverfront Commons for which they will be responsible.
- ▶ **Funding and Partnership Best Practices.** The best practices document will outline conventional and innovative ways to structure the eventual capital projects to construct Riverfront Commons. These may include Public-Private Partnerships, Grant Opportunities, Transportation Improvement Districts (TID), and others.

### *Environmental Clearance*

The RAISE Grant funding will be used to acquire environmental clearance through the NEPA process as defined by the Kentucky Transportation Cabinet (KYTC) and the Federal Highway Administration (FHWA). Construction of the projects will ultimately require right-of-way purchasing and significant land disturbances.

At the on-set of the project, the team will work with KYTC, FHWA, and local partners to outline the best way to efficiently process the entire project through the Categorical Exclusion process.

### *Detailed Design*

After the project has received a finding of no significant impact (FONSI), the project will move to the detailed design phase. The RAISE grant funds will be used to create shovel ready projects that can be constructed through a variety of funding sources.

## **3.2. Technical Characteristics**

### *Cross Section*

Riverfront Commons will be a wide multi-use corridor with widths between 10-20 feet. All sections will meet ADA / PROWAG requirements on cross slope and running slope.

### *Intersections*

Minimal intersection crossings will be required. However, when the multimodal corridor needs to cross a roadway, the intersections will be designed to ensure safety and accessibility are the

top priorities for all travelers to and from Riverfront Commons. References such as KYTC’s Complete Street Guidelines, National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, and FHWA Shared-Use Path Guidelines will be consulted to determine the most appropriate design. Figure 3 shows an example crossing treatment from the NACTO Urban Bikeway Guide.



Figure 3: NACTO Intersection Schematic (Hybrid Beacon)

## 4. COMMUNITY CHARACTERISTICS

### 4.1. Areas of Persistent Poverty/Historically Disadvantaged Communities

The project is not in an Area of Persistent Poverty (APP) and/or Historically Disadvantaged Communities (HDC). While the majority of the project funds will not be spent within APP and HDC census tracts 24.5% of the funding will be spent directly within APP and HDC areas. Moreover, a key focus of Riverfront Commons is to extend the multimodal transportation opportunities along the riverfront to the APP and HDC census tracts located in Ludlow and Dayton. Figure 4 shows a map of the HDC and APP Census Tracts.

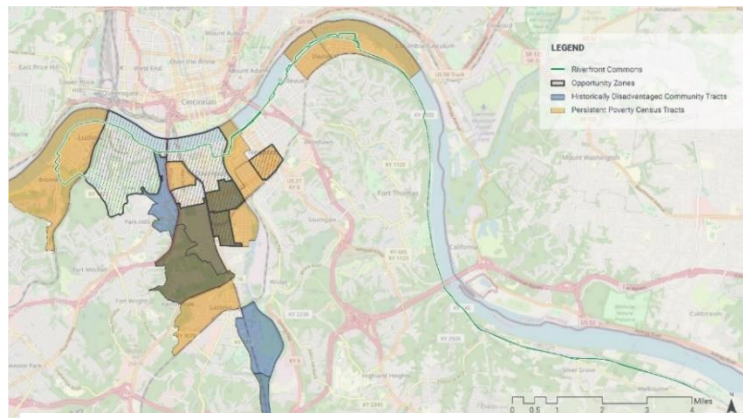


Figure 4: HDC and APP Census Tracts

In addition to the Justice40 designated HDC and APP census tracts in Ludlow and Covington are also designated opportunity zones by the State of Kentucky to provide incentives for developments. Table 1 summarizes the APP and HDC designated census tracts.

Table 1: Project Census Tracts

Location	Census Tract	Designation Status
<b>Bromley / Ludlow</b>	<b>211170669.00</b>	<b>APP</b>
Ludlow	211170638.00	-
Covington	211170670.00	-
<b>Covington</b>	<b>211170616.00</b>	<b>HDC</b>
<b>Newport</b>	<b>210370501.00</b>	<b>APP</b>
Newport	210370532.00	-
Bellevue	210370521.00	-
<b>Dayton</b>	<b>210370511.01</b>	<b>APP</b>
<b>Dayton</b>	<b>210370512.00</b>	<b>APP</b>
Fort Thomas	210370513.00	-
Fort Thomas	210370523.02	-
Campbell County	210370528.00	-
Campbell County	210370529.00	-
Silver Grove	<b>210370531.00</b>	-

### 4.2. Census - Designated Urbanized Area

The project is in the Cincinnati, OH-KY-IN Urbanized Area.



# Project Budget

## 1. OVERALL PROJECT BUDGET

### 1.1. Budget Context

The total cost of the project including planning, engagement, engineering design, and contingency is estimated at \$4,718,675. To estimate probable cost, the study area was segmented based on municipal boundaries. Each municipality was asked to provide a scope and fee for engineering services to address the portion of the project within their jurisdiction. The length of these segments varies as does the level of engineering completeness for each segment. These fees were compiled along with professional estimates for corridor design standards, existing corridor design evaluation and compliance to those standards, community engagement, and contingency. Each segment has various sub tasks with an expected quantity per unit cost for each category. Detailed breakdowns of cost assumptions are available and can be provided upon request. Cost consideration was made for project escalation, permits, overhead, and profit.

## 2. FUNDING SOURCES

### 2.1. Demonstration of Matching Percentage Using Non-Federal Sources

The total budget of the Riverfront Commons is \$4,718,675. The RAISE Grant amount requested is \$3,774,940.00, which is 80% of the total project cost as shown in Table 1.

Table 1: Project Budget Summary

Funding Source	Funding Amount	Percent of Project
Local Match	\$943,735	20%
RAISE Funding	\$3,774,940	80%
<b>Total Project Cost</b>	<b>\$4,718,675</b>	<b>100%</b>

The cost breakdown reflects the following elements that comprise the scope: Riverfront Commons Corridor Design Standards and Compliance Review, Public Engagement, Environmental Design and Engineering, and project contingencies. The RAISE Grant will be applied to all activities. **Upon award, the City of Bellevue intends to transfer award funds to Southbank Partners.** Southbank will act as the project owner and fiduciary agent for Riverfront Commons. Southbank Partners, Inc was formed in part through an Interlocal Cooperation Agreement by and between the cities of Bellevue, Covington, Dayton, Fort Thomas, Ludlow, Newport, and Silver Grove and the counties of Campbell and Kenton in Northern Kentucky (**Attachment II – Interlocal Agreement**).

The agreement affirms the intent of the parties to work together the purpose of coordinating county and city governments, along with the private sector, with various projects and undertakings beneficial to each, for the improvement and development of the Northern Kentucky

Waterfront which includes Riverfront Commons. As part of the agreement, each partner has agreed to provide funding to Southbank for the purposes of achieving these undertakings.

Besides the RAISE Grant, the other funding sources for this project are local in nature. Local sources of funding for this project are public funds from Southbank (\$40,000) and its members agencies (totaling \$903,735). The project partners remain open to additional donations from local sponsors and partnerships. The breakdown of total project cost by source is provided in Table 2. Each municipality along the corridor has committed to supporting this effort by contributing a pro-rata share of the local match requirement proportionate to the amount of trail in their jurisdiction. Letters of commitment can be found in the Funding Commitment file of the grant application.

*Table 2: Total Project Costs by Component and Funder*

<b>Project Component</b>	<b>Committed Funder</b>	<b>Local Cost-Share</b>	<b>RAISE</b>	<b>TOTAL</b>
<b>Best Practices and Design Standards</b>	Southbank Partners	\$ 16,000.00	\$ 64,000.00	\$ 80,000.00
<b>Public Engagement</b>	Southbank Partners	\$ 4,000.00	\$ 16,000.00	\$ 20,000.00
<b>Environmental Design and Engineering</b>	City of Ludlow	\$ 154,293.00	\$ 617,172.00	\$ 771,465.00
	City of Bromley	\$ 16,128.60	\$ 64,514.40	\$ 80,643.00
	City of Covington	\$ 49,742.60	\$ 198,970.40	\$ 248,713.00
	City of Newport	\$ 63,066.20	\$ 252,264.80	\$ 315,331.00
	City of Bellevue	\$ 109,026.60	\$ 436,106.40	\$ 545,133.00
	City of Dayton	\$ 84,018.40	\$ 336,073.60	\$ 420,092.00
	City Silver Grove	\$ 285,571.60	\$ 1,142,286.40	\$ 1,427,858.00
	Campbell County Fiscal Court	\$ 141,888.00	\$ 567,552.00	\$ 709,440.00
<b>Contingency</b>	Southbank Partners	\$ 20,000.00	\$ 80,000.00	\$ 100,000.00
<b>TOTAL</b>		<b>\$ 943,735</b>	<b>\$ 3,774,940</b>	<b>\$ 4,718,675.00</b>

Other grant opportunities, including Federal grants such as Congestion Mitigation and Air Quality (CMAQ), Recreational Trails Program, or Surface Transportation Program – Suballocated (STP-S), Land Water Conservation Fund (LWCF) may continue to be pursued as the project continues forward. At no time will the requested Federal funds constitute more than 80% of project’s total cost should future Federal funds beyond the RAISE Grant be pursued or obtained.

### **3. PROJECT SPEND IN HISTORICALLY DISADVANTAGED COMMUNITIES AND AREAS OF PERSISTENT POVERTY**

As a planning grant, funds from the RAISE program will not be spent on any physical improvements. The funds will be used to plan and design the Riverfront Commons multi-modal corridor.

Using the Grant Project Location Verification tool provided by the USDOT, these tracts were screened to determine if they were designated as an Historically Disadvantaged Community (HDC) Tract or as an Area of Persistent Poverty (APP) Tract. Figure 1 shows the project location and the identified HDC and APP Census Tracts. The total project encompasses 14 census tracts, 5 of which are considered either Historically Disadvantaged Communities or Areas of Persistent Property.

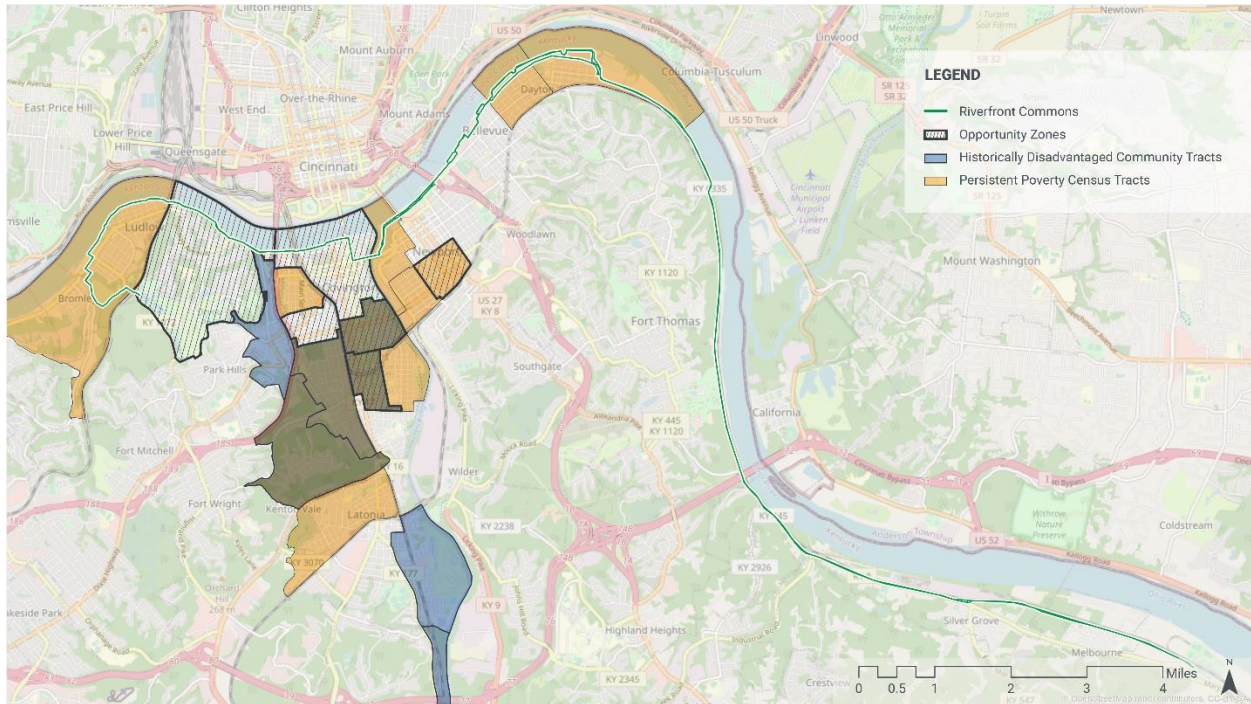


Figure 1: HDC and APP Census Tracts

On the following page in Table 3, the project team has provided a breakdown of estimated project elements costs and the census tracts they are anticipated to impact.

Most of the planning activities will be the planning and design of the Riverfront Commons which can be tied directly to census tracts. Additionally, there is \$200,000 set aside for non-location specific planning. \$20,000 is set aside specifically for specialized public engagement targeted within HDC and APP communities. \$180,000 is allocated for setting corridor wide best practices and design standards, a small contingency, and a screen of previously constructed sections. This \$180,000 is assumed to be split across the census tracts at the same rate as the geographic specific planning dollars.

Table 3: Spending in HDC and APP Census Tracts

Location	Census Tract	Project Cost per Census Tract	Designation Status
<b>City of Bromley / Ludlow</b>	<b>211170669.00</b>	<b>\$466,375</b>	<b>APP</b>
City of Ludlow	211170638.00	\$385,733	-
City of Covington	211170670.00	\$198,970	-
<b>City of Covington</b>	<b>211170616.00</b>	<b>\$49,743</b>	<b>HDC</b>
<b>City of Newport</b>	<b>210370501.00</b>	<b>\$157,665</b>	<b>APP</b>
City of Newport	210370532.00	\$157,666	-
City of Bellevue	210370521.00	\$545,133	-
<b>City of Dayton</b>	<b>210370511.01</b>	<b>\$210,046</b>	<b>APP</b>
<b>City of Dayton</b>	<b>210370512.00</b>	<b>\$210,046</b>	<b>APP</b>
City of Fort Thomas	210370513.00	\$0	-
City of Fort Thomas	210370523.02	\$0	-
Campbell County	210370528.00	\$0	-
Campbell County	210370529.00	\$0	-
City of Silver Grove	210370531.00	\$2,137,298	-
<b>Dedicated Equitable Public Engagement</b>	<b>Combination (HDC / APP)</b>	<b>\$20,000</b>	<b>HDC / APP</b>
<b>Project Costs in HDC/APP</b>		<b>\$1,113,875</b>	
Total Geographic Based Project Costs		\$4,538,675	24.5%
Overall Project Components	Combination	\$180,000	N/A
<b>Total Project Cost</b>		<b>\$4,718,675.00</b>	

Based on this analysis, 24.5% of the Project funds will be spent directly within HDC and APP census tracts which does not qualify as a project located in an Area of Persistent Poverty or a Historically Disadvantaged Community.

#### 4. PROJECT IMPACT TO HISTORICAL DISADVANTAGED COMMUNITIES AND AREAS OF PERSISTENT POVERTY

The Riverfront Commons will provide active mode and multi-modal transportation options between the downtown cores of the partner communities. Although 75% of the funds will not be spent directly within HDC and APP areas, the improved connection between these communities and the larger Northern Kentucky and Cincinnati region.

Whenever possible Southbank Partners and the project partners are committed to incorporating minority-, veteran-, and women-owned businesses in their procurement contracts. All contracts funded through the RAISE Grant will use the higher of the project goal determined through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) methodology for project DBE



goal setting<sup>1</sup> or Kentucky Transportation Cabinet (KYTC) methodology for project DBE goal setting<sup>2</sup>. Additionally, the Project team will explore innovative contracting methods to support workforce development and employment within the Historically Disadvantaged Communities and Areas of Persistent Poverty (See Project Description and Merit Criteria Narrative).

## 5. UNDERSTANDING OF REIMBURSEMENT GRANT

Though Southbank has a limited history of managing federal funds, the Ohio-Kentucky-Indiana Regional Council of Governments has agreed to provide council and oversight to ensure compliance as indicated in their Letter of Support. Southbank and all participating member organizations are aware that RAISE is a reimbursement grant and structured their partnership to ensure the project will be financially manageable throughout the project's lifetime.

As a fiduciary agent, Southbank Partners will hold all local match funds in a dedicated account for only eligible project costs. Upon award, Southbank Partners will submit for reimbursement on a regular basis.

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<sup>1</sup> <https://www.oki.org/wp-content/uploads/2021/07/DBE-PROGRAM-INFORMATION-FY-2021-2023.-RK-Final-Edit.pdf>

<sup>2</sup> <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Documents/FY%2020-22%20Goal%20Methodology%20updated%20Final%2011.21.19.pdf>