CITY OF DAYTON, KENTUCKY
ORDINANCE 2026#10

AN ORDINANCE AMENDING THE TEXT OF THE CITY OF DAYTON, KENTUCKY, ZONING TO ADD "MANUFACTURED HOME" AND MODIFYING THE DEFINITION OF "MOBILE HOME" IN THE DEFINITIONS SECTION, ALLOWING QUALIFIED MANUFACTURED HOMES AS PERMITTED USES IN RESIDENTIAL ZONES, AND ADDING COMPATIBILITY STANDARDS FOR MANUFACTURED HOMES CONSTRUCTED IN THE CITY.

WHEREAS, the City of Dayton has adopted a Zoning Ordinance ("Zoning Code"), Zoning Map, Subdivision Regulations, and Appendixes (collectively, "Zoning Regulations") within the City of Dayton, Kentucky ("City"); and

WHEREAS, the Dayton Planning & Zoning Commission ("P&Z Commission") serves as the planning unit related to Zoning Regulations in the City and makes recommendations to the Dayton City Council ("City Council") regarding these regulations; and

WHEREAS, the Kentucky General Assembly enacted House Bill 160 during the 2026 Legislative Session, which was codified in Section 100.348 of the Kentucky Revised Statutes.

WHEREAS, the P&Z Commission was asked to review and act upon a request by the City to amend the text of the City's Zoning Regulations to comply with KRS 100.348 ; and

WHEREAS, the Dayton Planning & Zoning Commission held a public hearing, pursuant to advertised legal notice in accordance with KRS Chapters 100 and 424, on August 13, 2026, in Dayton, Kentucky, to review and make recommendations regarding the requested text amendment; and

WHEREAS, at this public hearing and after due consideration of the evidence and testimony presented there, the Planning & Zoning Commission voted to recommend approval of the text amendment to the Zoning Regulations as set forth below; and

WHEREAS, the Dayton City Council, having reviewed the proposed text amendment to the Zoning Regulations, hereby concurs with the recommendation of the Dayton Planning & Zoning Commission to approve this text amendment;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AS FOLLOWS:

Text amendment additions and renumbering in blue underline and deletions in ~~red strike-out.~~

ARTICLE VII - DEFINITIONS

SECTION 7.0 - WORDS AND PHRASES:

~~"DWELLING, TRAILER." See "MOBILE~~

~~HOME". "HOUSE TRAILER." See~~

~~"MOBILE HOME".~~

"MANUFACTURED HOME". A single-family residential dwelling constructed after June 15, 1976, in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. Section 5401, et seq., as amended, and designed to be used as a single-family residential dwelling with or without permanent foundation when connected to the required utilities, and which includes the plumbing, heating, air conditioning, and electrical systems contained therein.

"MANUFACTURED HOME, QUALIFIED". A manufactured home that meets all of the following criteria:

A. Manufactured on a date not to exceed five (5) years prior to the date of installation and has all parts that operate only during transport removed.

B. Is affixed to a permanent foundation and is connected to the appropriate facilities and is installed in compliance with KRS 227.570.

C. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height and oriented on the lot or parcel s that its main entrance door faces the street.

D. Has a minimum total living area of nine hundred (900) square feet.

"MOBILE HOME." ~~Any coach, cabin, mobile home, or other mobile structure in a single unit which is intended, designed, and used for the fixed residence of a person, family, or a household, mounted upon wheels or supports, or supported or capable of being moved or transported by another vehicle. For the purpose of this appendix, the removal of wheels or the attachment of a foundation to the mobile structure shall not change its classification.~~ A structure manufactured on or prior to June 15, 1976, composed of one or more components substantially assembled in a manufacturing plant and designed to be transported to a building site on its own chassis for placement on a supporting structure. A mobile home is constructed in accordance with the standards established in the U.S. Department of Housing and Urban Development's building code for manufactured housing. A mobile home is not constructed in accordance with the standards established in the state and local building codes that are applicable to site-built homes. The removal of a mobile home's wheels and/or the attachment to a permanent foundation shall not change its classification. Mobile homes do not include modular homes, dwelling units with automotive capabilities, or recreational vehicles.

ARTICLE X – ZONES

SECTION 10.2 R-1BC (RESIDENTIAL ONE-BC) ZONE:

A. PERMITTED USES

. . .

2. Manufactured Home, Qualified

SECTION 10.3 R-1C RESIDENTIAL ONE-C) ZONE:

A. PERMITTED USES

. . .

2. Manufactured Home, Qualified

SECTION 10.4 R-1D RESIDENTIAL ONE-D) ZONE:

A. PERMITTED USES

. . .

2. Manufactured Home, Qualified

SECTION 10.5 R-1E RESIDENTIAL ONE-E) ZONE:

A. PERMITTED USES

. . .

2. Manufactured Home, Qualified

SECTION 10.6 R-1G RESIDENTIAL ONE-G) ZONE:

A. PERMITTED USES

. . .

2. Manufactured Home, Qualified

SECTION 10.7 R-1H RESIDENTIAL ONE-H) ZONE:

A. PERMITTED USES

. . .

2. Manufactured Home, Qualified

SECTION 10.8 R-1JJ RESIDENTIAL ONE-JJ) ZONE:

A. PERMITTED USES

. . .

A. Manufactured Home, Qualified

SECTION 10.9 - RMHP RESIDENTIAL MOBILE HOME PARK ZONE

A. USES PERMITTED:

. . .

3. Qualified manufactured homes.

SECTION 10.13 PUD (PLANNED UNIT DEVELOPMENT) OVERLAY ZONE:

. . .

D. Residential uses and densities: all types of residential housing units (attached or detached) may be permitted within a PUD Overlay zone, including single-family, two-family, qualified manufactured homes, and multi-family units. The density of dwelling units in a PUD, shall be determined by the density (dwelling units per acre) as calculated from the existing residential (R) zone superimposed by the PUD Overlay Zone. This density shall be applied to the total project area excluding that land devoted to commercial uses and streets (public and private).

SECTION 10.14 RCD (RESIDENTIAL CLUSTER DEVELOPMENT) OVERLAY ZONE:

. . .

D. Residential uses and densities: attached and detached single-family dwellings, and qualified manufactured homes may be permitted, including customary accessory uses to the permitted residential uses, within ~~a~~an RCD Overlay zone. The density of dwelling units in a RCD, shall be determined by the density (dwelling units per net acre) as calculated from the existing residential R-1 zone superimposed by the RCD Overlay Zone. This density shall be applied to the total project area excluding that land devoted to streets (public and private).

SECTION 10.15 CENTRAL BUSINESS DISTRICT (CBD) ZONE;

C. PERMITTED USES

. . .

4. Manufactured Home, Qualified

SECTION 10.19 - MLU (MIXED LAND USE) ZONE

. . .

D. PERMITTED USES. . .

. . .

5. Residential, including single-family, attached and detached; two-family; ~~and~~ multi-family; and qualified manufactured homes.

ARTICLE IX -- GENERAL REGULATIONS

SECTION 9.32 – MANUFACTURED HOUSING COMPATIBILITY STANDARDS

For manufactured housing permitted in the R-1BC, R-1C, R-1D, R-1E, R-1G, R-1H, R-1JJ, R-1BC, PUD, RCD, CBD, and MLU zones, the following compatibility standards are designed to ensure that these homes placed in the aforementioned residential zones are compatible in terms of assessed value with existing housing located within a one eighth (1/8) of mile or less

radius from the proposed location of any new manufactured home. All new manufactured homes must comply with the following compatibility standards:

1. All new single-family homes must be oriented to face the street.
2. All new single-family homes must meet at least *three* of the following criteria:
    a. Incorporate a minimum 4:12 roof pitch;
    b. Contain a covered front porch containing at least 24 square feet under roof;
    c. Include a building foundation with 5 or more corners (not including porches);
    d. Incorporate an attached garage;
    e. Has an upper story, finished walk-out basement, or half story with conditioned living space.
    f. Incorporate the same or higher quality exterior materials compared to existing residential structures within 1/8 a mile.

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

First Reading: September 8, 2026
Second Reading: _____

_____
MAYOR BEN BAKER

ATTEST:

_____
TRISTAN KLEIN
CITY CLERK/TREASURER

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky (the "City"), and as such I further certify that the foregoing Ordinance is a true, correct, and complete copy of the Ordinance duly adopted by the City Council of the City after two readings on the dates referenced above, and has been signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____ _____ 2026.

_____
Tristan Klein
City Clerk/Treasurer

CITY OF DAYTON, KENTUCKY
RESOLUTION NO 2026-15R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DAYTON, KENTUCKY AND THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET FOR THE RIVERFRONT COMMONS – LEVEE WALKING TRAIL IMPROVEMENTS PROJECT, ITEM NO. 06-00468.00, FEDERAL PROJECT NUMBER 3002-390, AND RATIFYING THE TERMS AND CONDITIONS THEREOF

WHEREAS, the Federal Highway Administration (FHWA), through the Commonwealth of Kentucky Transportation Cabinet ("CABINET"), has approved Federal-aid highway funding for the Riverfront Commons – Levee Trail Widening and Improvements Project, known as Item No. 06-00468.00 and Federal Project Number 3002-390 (the "PROJECT"), under Assistance Listing Number 20.287, Surface Transportation Block Grant Program; and

WHEREAS, the PROJECT will widen the existing sidewalk to eight (8) feet and construct an ADA-compliant ramp at the east end of the PROJECT along the top of the levee within the City of Dayton, in order to provide connectivity for pedestrians along the Riverfront Commons Riverwalk corridor; and

WHEREAS, the CABINET has agreed to provide up to $112,000.00 in Federal reimbursement funding for the Design Phase of the PROJECT, with the City of Dayton ("SUBRECIPIENT") responsible for a required local match of $28,000.00, for a total Design Phase budget of $140,000.00; and

WHEREAS, the CABINET and the City of Dayton have prepared an Agreement (the "AGREEMENT") setting forth the terms and conditions governing the SUBRECIPIENT's administration, staffing, maintenance, and operation responsibilities for the PROJECT, together with the Scope of Work and Budget Summary (Attachment A) and the designation of a Person in Responsible Charge (Attachment C); and

WHEREAS, the City Council of the City of Dayton, Kentucky, finds that entering into the AGREEMENT and accepting the associated Federal and local funding is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AS FOLLOWS:

Section 1. Project Name and Description. The City of Dayton hereby approves participation in the Riverfront Commons – Levee Walking Trail Improvements Project, Item No. 06-00468.00,

Federal Project Number 3002-390 (the "PROJECT"), which will widen the existing sidewalk to eight (8) feet and construct an ADA-compliant ramp at the east end of the PROJECT along the top of the levee, providing pedestrian connectivity along the Riverfront Commons Riverwalk corridor.

Section 2. Funding. The City of Dayton hereby accepts up to $112,000.00 in Federal reimbursement funding made available by the FHWA through the CABINET for the Design Phase of the PROJECT, and commits to providing the required local match of not less than twenty percent (20%), estimated at $28,000.00, together with any costs in excess of the Federal funding amount or otherwise ineligible for reimbursement, as necessary to complete the approved Scope of Work.

Section 3. Authorization to Execute Agreement. The Mayor of the City of Dayton, Kentucky, is hereby authorized and directed to execute, on behalf of the City of Dayton, the Agreement between the Commonwealth of Kentucky Transportation Cabinet and the City of Dayton for the Riverfront Commons – Levee Walking Trail Improvements Project, Item No. 06-00468.00, Federal Project Number 3002-390, together with all attachments thereto, and to execute any documents reasonably necessary to carry out the intent of this Resolution.

Section 4. Ratification of Agreement Terms. The City of Dayton hereby agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT, and acknowledges that, by accepting the funds described herein, the City of Dayton agrees to all terms and conditions stated in the AGREEMENT, including but not limited to its obligations regarding matching funds, maintenance of the completed facility as a public facility, compliance with applicable Federal and State laws and regulations, and designation of a Person in Responsible Charge for the PROJECT.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Dayton, Kentucky, this ____ day of _____, 2026.

_____
Ben Baker, Mayor
City of Dayton, Kentucky
Date: _____

ATTEST:

_____
City Clerk
City of Dayton, Kentucky

Approved as to form and legality:

_____

City Attorney

CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2026-16R

AN ORDER/RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT WITH CINCINNATI OFF-ROAD ALLIANCE INCORPORATED TO ALLOW ROUTE MARKING, SIGNAGE, MAINTENANCE, AND OTHER SERVICES IN CONNECTION WITH THE CONSTRUCTION AND OPERATION OF JAMESTOWN PIKE PARK TRAIL PROJECT.

WHEREAS, the City of Dayton, Kentucky ("City") owns real estate on the west side of Dayton Pike between Seventh Avenue and the Riverpointe Drive, which is commonly known as the Jamestown Pike Park; and

WHEREAS, Cincinnati Off-Road Alliance Incorporated ("CORA" or "Licensee") has constructed natural surface recreational trails in Jamestown Pike Park and on other adjacent City property ("Jamestown Pike Park Trail Project"); and

WHEREAS, the City and the Licensee wish to enter into a License Agreement to allow for route marking, signage, maintenance, and other services in connection with the Jamestown Pike Park Trail Project.

NOW, THEREFORE, IT IS HEREBY ORDERED AND RESOLVED BY THE CITY COUNCIL OF DAYTON, KENTUCKY, AS FOLLOWS:

The Mayor is hereby authorized to execute the above-referenced License Agreement with Licensee, which is attached hereto as Exhibit A and made by reference a part hereof.

SO ORDERED and approved by the City Council of the City of Dayton, Kentucky, on this, the 13th day of October 2026.

This Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded, and be effective upon adoption.

ADOPTED: October 13, 2026

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, Tristan Klein, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, and as such, I further certify that the foregoing, including the attached Exhibit "A," is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on October 13, 2026, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____ 2026.

_____
Tristan Klein
City Clerk

EXHIBIT A

License Agreement between the City of Dayton and CORA
for the Marking, Signage, and Maintenance of Jamestown Pike Park Trail Project

LICENSE AGREEMENT (CONNECTOR ROUTE MARKING, SIGNAGE, AND MAINTENANCE)

This License Agreement (this "Agreement") is made and entered into as of the _____ day of October, 2026 (the "Effective Date"), by and between the City of Dayton, a Kentucky municipal corporation ("Licensor"), and Cincinnati Off-Road Alliance Incorporated, a Kentucky nonprofit corporation ("Licensee" or "CORA"). Licensor and Licensee are each a "Party" and collectively the "Parties." As used in this Agreement, "Law" or "Laws" means all applicable federal, state, and local laws, statutes, regulations, ordinances, codes, permits, and lawful orders of governmental authorities, as amended from time to time.

1. Purpose; Grant of License.

1.1. Purpose. The Parties desire to plan, install, operate, and maintain bicycle and pedestrian routes (the "Routes"), including on-street pavement markings, route signage, and wayfinding markers within the public right-of-way and other public spaces owned or controlled by Licensor. The Parties also desire to plan, install, operate, and maintain parklets (the "Bike Hubs") outfitted with site amenities including seating, bike racks, bike repair stations, bottle filler and/or drinking fountains (as possible), public art and other placemaking strategies, and wayfinding signage within public spaces owned or controlled by Licensor.

1.2. License. Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, revocable license to enter upon, install, inspect, operate, repair, and maintain the Routes and Bike Hubs (collectively, the "Improvements") and related appurtenances on the real property described in Exhibit A (the "Property"). Route alignments, signage locations, and Bike Hub locations depicted in Exhibit A are indicative only; precise alignments and locations shall be established in the Plan(s) approved pursuant to Section 3.1 and may be adjusted as provided therein, in each case within the boundaries of the Property.

1.3. Scope. The license includes: (a) Route layout, on-street pavement marking application, route signage and wayfinding marker installation, and route-related safety features; (b) Reasonable access for installation crews, material staging, and temporary work zones identified on Exhibit B (if any) or as approved in writing by Licensor's representative; (c) if and for so long as a Maintenance Services Agreement (as defined in Section 5.3) is in effect, access to perform the maintenance services described therein; (d) access to perform Licensee's responsibilities under Section 5.2.2; and (e) access to perform elective maintenance pursuant to Section 5.5.

2. Term; Termination; Suspension.

2.1. Term. This Agreement commences on the Effective Date and continues until terminated pursuant to this Section.

2.2. Termination for Convenience. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.

2.3. Termination for Cause. Either Party may terminate upon thirty (30) days' written notice for a material breach not cured within such period.

2.4. Immediate Suspension. Licensor may immediately suspend field activities (in whole or part) when necessary to protect public safety, respond to emergencies, or comply with Law; Licensor will act reasonably and reinstate activities when conditions permit.

3. Pre-Construction; Approvals; Standards.

3.1. Plans. Prior to initial installation of any Routes or Bike Hubs, Licensee will submit a written Plan (route alignment map, signage typologies, Bike Hub locations, and Bike Hub amenities). Construction may proceed upon written approval by Licensor (email acceptable). Minor field adjustments to route alignments, signage or wayfinding marker placement, or site amenity locations within the Property that do not materially change the approved Plan may be made with the written concurrence of Licensor's representative (email acceptable) and do not require an amendment of this Agreement or of Exhibit A.

3.2. Permits and Laws. Licensee will obtain and comply with applicable permits and Laws, including environmental, stormwater, wetlands/streams, cultural resources, and ADA-related access where applicable to shared-use facilities. Licensor will reasonably cooperate as property owner or applicant, as appropriate.

3.3. Standards. Routes shall be designed and installed in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) and any state supplement adopted by Licensor's jurisdiction, AASHTO bicycle and pedestrian facility design guidance, and Licensor's local engineering standards unless the Parties approve deviations in writing.

3.4. Utilities and Survey. Licensee will use reasonable efforts to identify utilities and coordinate 811 utility locate requests prior to ground disturbance. Licensor will share any available surveys, environmental reports, or utility records upon request.

4. Construction; Safety; Site Conditions.

4.1. Contractors and Volunteers. Licensee may use contractors and trained volunteers. Licensee will maintain reasonable supervision, safety briefings, and site control measures; all personnel shall comply with Laws and Licensor site rules.

4.2. Site Protection. Licensee shall minimize disturbance to pavement, curbs, signage, and adjacent landscaping; coordinate any work that affects active travel lanes with Licensor; implement appropriate traffic control during installation; and lawfully manage waste, paint residue, and debris.

4.3. Hazardous Materials. Licensee will not bring hazardous materials other than customary fuels/lubricants in small quantities and will handle and dispose in compliance with Law.

4.4. No Exclusive Possession. This Agreement grants no leasehold, easement, or exclusive possession; public use of the Property may continue unless restricted for construction safety.

5. Maintenance; Operations.

5.1. Ongoing Maintenance by Licensor. Except as provided in Sections 5.2.2, 5.3, and 5.5, following installation and Licensor's acceptance of any Improvement, Licensor shall be responsible for routine maintenance of the Routes (including refresh of on-street pavement markings, repair or replacement of damaged signs and wayfinding markers, and minor surface touch-ups within the Route) to keep them legible and in serviceable condition for their intended uses. Except as expressly provided in Section 5.2.2, nothing in this Agreement obligates Licensee to perform, or pay the cost of, any maintenance of the Improvements.

5.2. Bike Hub Maintenance.

5.2.1. Licensor Responsibilities. Except as provided in Section 5.2.2, Licensor shall be responsible for all routine maintenance of each Bike Hub, including trash and litter removal; graffiti abatement; service and seasonal winterization of bottle fillers and drinking fountains (if applicable); landscaping; care of public art; structural maintenance of the parklet platform; and replacement of any site amenity that is damaged beyond repair, missing, or at the end of its useful life.

5.2.2. Licensee Responsibilities. Licensee shall be responsible for routine cleaning, inspection, and minor repair of bike racks and bike repair stations, and for replenishment of consumable tools and parts at bike repair stations; provided that (i) Licensor shall bear the cost of all replacement parts, components, consumables, and

materials, which Licensee shall procure at Licensor's expense (or Licensor shall reimburse upon submission of receipts) pursuant to a procedure and annual budget cap set forth in the approved Plan; and (ii) Licensee's repair obligation is limited to work reasonably performable by Licensee's staff and trained volunteers with ordinary tools, and does not include structural repair, plumbing, electrical work, or replacement of an entire amenity unit.

5.2.3. Repair vs. Replacement. If Licensee determines that a bike rack or bike repair station requires repair or replacement beyond the scope of Licensee's responsibilities under Section 5.2.2, Licensee shall promptly notify Licensor and, where feasible, secure or mark the amenity as out of service. Upon such notice, repair or replacement of the amenity shall be Licensor's responsibility under Section 5.2.1, and Licensee shall have no further obligation or liability with respect to that amenity until it is repaired or replaced. The Licensee, in its discretion, may remove the bike rack or bike repair amenity instead of repairing and replacing it.

5.3. Optional Maintenance Services Agreement. At Licensor's election, the Parties may enter into a separate written maintenance services agreement (a "Maintenance Services Agreement") under which Licensee performs some or all routine maintenance of the Improvements for a fee. Any such agreement shall define the scope of services, service levels, compensation, term, and insurance requirements, and shall be separately executed. The absence, expiration, or termination of a Maintenance Services Agreement does not affect the license granted herein, and in such event Sections 5.1 and 5.2 govern.

5.4. Damage Outside Corridor. Licensee will repair any damage to the Property caused by its activities outside of the Route or approved work areas (reasonable wear excluded).

5.5. Elective Maintenance by Licensee. If Licensee reasonably determines that any Improvement requires maintenance for which Licensor is responsible, Licensee may notify Licensor. If Licensor does not perform or schedule the maintenance within thirty (30) days of such notice, Licensee may, with Licensor's prior written approval (email acceptable), perform the maintenance at its election and at its own cost. Any such elective performance is voluntary, shall not be construed as assuming any ongoing maintenance obligation, waiving Licensor's responsibilities under this Section 5, or establishing a course of dealing, and shall be deemed licensed activity under Section 1.3 for all purposes, including insurance and indemnity.

6. Public Access; Rules; Events.

6.1. Public Use. The Routes shall remain open to public travel consistent with Licensor's traffic and right-of-way ordinances and any applicable state Law.

6.2. Rules & Signage. Licensee will install basic wayfinding and etiquette signage consistent with Licensor standards.

6.3. Organized Events. Races or large events require Licensor's prior written consent and any required permits.

7. Risk Allocation; Insurance; Indemnity.

7.1. Assumption of Risk by Users. The Parties acknowledge that outdoor route use involves inherent risks. Licensor does not supervise users and is not an insurer of public safety.

7.2. Insurance. Throughout the Term (including construction and maintenance), Licensee shall maintain, at its cost: (a) Commercial General Liability (occurrence form) with limits not less than $1,000,000 per occurrence and $2,000,000 general aggregate, naming Licensor as additional insured (CG 20 26 or equivalent) on a primary and non-contributory basis, with waiver of subrogation. (b) Automobile Liability (owned/non-owned/hired), $1,000,000 combined single limit, if vehicles are used. (c) Workers' Compensation/Employers' Liability as required by applicable Law (or volunteer accident coverage as applicable). (d) Contractor Coverage. Licensee will require contractors to maintain insurance with comparable limits and additional insured status in favor of Licensor. Certificates shall be provided upon request and at renewals.

7.3. Indemnity. To the fullest extent permitted by Law, Licensee shall indemnify, defend, and hold harmless Licensor and its officers, employees, and agents from and against all claims, damages, losses, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) the acts or omissions of Licensee, its contractors, or volunteers in connection with this Agreement; or (ii) Licensee's breach of this Agreement; except to the extent caused by the negligence or willful misconduct of Licensor. Nothing herein shall be construed as a waiver of Licensor's defenses or immunities under applicable Law, including sovereign/governmental immunity.

7.4. No Special Damages. Neither Party will be liable to the other for consequential, incidental, special, exemplary, or punitive damages in connection with this Agreement, except to the extent indemnified third-party claims include such damages.

7.5. No Waiver of Immunity. Licensor does not waive, and expressly preserves, all immunities and defenses available under Law.

7.6. Incident Reporting. Each Party will promptly notify the other of incidents on the Routes or at any Bike Hub that may reasonably give rise to a claim.

8. Property Condition; Archaeological/Environmental Finds.

8.1. As-Is. Licensee accepts the Property as-is, where-is, with all faults and without warranties of any kind.

8.2. Discovery Protocols. If Licensee encounters apparent cultural resources, wetlands, sensitive species, or hazardous conditions, Licensee will cease work in the affected area and promptly notify Licensor to coordinate next steps and regulatory compliance.

9. Records; Publicity.

9.1. Data Sharing. Licensee will share available GIS/GPX route alignments and as-built maps upon request for Licensor's asset management.

9.2. Public Statements. The Parties may make factual public statements about the project. Use of the other Party's names or logos for promotional materials requires prior consent, not to be unreasonably withheld.

10. Compliance; Non-Discrimination. Licensee shall comply with applicable Laws, including non-discrimination requirements, accessibility obligations related to programs and services, and all park and facility ordinances applicable to public use.

11. Assignment; Subcontracting; Volunteers. Licensee may not assign this Agreement without Licensor's prior written consent (not to be unreasonably withheld). Licensee may subcontract portions of installation work; subcontracting does not relieve Licensee of its obligations. Participation by volunteers is permitted under Licensee's supervision.

12. Notices. All notices shall be in writing and deemed given when (a) delivered personally; (b) sent by certified mail, return receipt requested; or (c) sent by nationally recognized overnight courier, to the addresses below (or as updated by notice). Email copies are courtesy only unless the Parties expressly agree otherwise.

Licensor: City Administrator
514 Sixth Avenue
Dayton, KY 41074

Licensee: Jason Reser, Executive Director
Cincinnati Off Road Alliance
1623 Dalton Ave #14587
Cincinnati, Ohio 45250

13. Relationship of the Parties. The Parties are independent; nothing creates a partnership, joint venture, or agency. No Party may bind the other.

14. Entire Agreement; MOU Superseded.

14.1. Entire Agreement. This Agreement (with Exhibits) constitutes the entire understanding regarding the Improvements and supersedes all prior discussions and agreements concerning the subject matter.

14.2. Termination of MOU. Upon the Effective Date, the Parties' prior Memorandum of Understanding regarding access/evaluation of the Property is hereby terminated in full and superseded by this Agreement (no further rights or obligations survive, except those expressly stated to survive in the MOU, if any).

15. Amendments; Waivers; Severability. Amendments must be in writing and signed by both Parties. No waiver is effective unless in writing. If any provision is invalid, the remainder remains enforceable.

16. Governing Law; Venue. This Agreement is governed by the laws of the state of the Licensor, without regard to conflict-of-law rules. Venue lies in the state courts located in the county where the Property is situated.

17. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and electronic signatures (including PDF) are effective and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

City of Dayton (Licensor)

By: _____

Name: Ben Baker

Title: Mayor

Date: _____

CINCINNATI OFF ROAD ALLIANCE (Licensee)

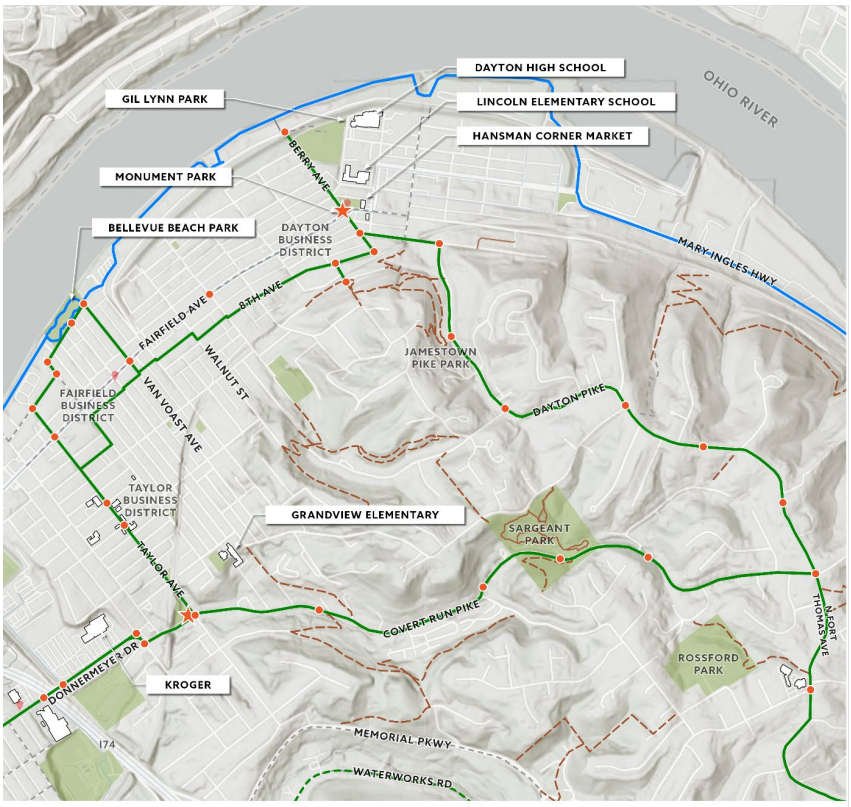
By: _____

Name: _____

Title: _____

Date: _____

DAYTON | ONENKY CONNECTOR WAYFINDING ROUTE



Key Connections:

- Dayton Schools
- Dayton Business District
- Manhattan Habor Development
- Jamestown Pike Park
- Gil Lynn Park
- Sargeant Park

Connector Signage
Proposed Bike Hub
Connector Wayfinding Route High Priority
Connector Wayfinding Route Later Opportunities
The Riverwalk at Riverfront Commons
Proposed Trails
Existing Trails
TANK Route
Red Bike Station
Greenspace and Parks

0' 750' 375' 1,500' N