

## RECORD OF RESOLUTIONS

Resolution No. 28-2024

Passed: October 22, 2024

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE MIAMI CONSERVANCY DISTRICT**

**Whereas**, the City of West Carrollton, Ohio (the "City") is engaged in a development effort along and in the Great Miami River as a part of a larger project known as River District Development and Whitewater Adventure Park Project; and

**Whereas**, the City desires to enter into a lease agreement with the Miami Conservancy District (MCD) for approximately 86 acres of land along the banks of, and including a portion of, the Great Miami River for the purposes of developing the River District and Whitewater Park; and

**Whereas**, under the terms of the Agreement the City and MCD will enter into a lease agreement for a period of 15 years and shall have an option to renew said lease for up to an additional three 15-year renewal terms; and

**Whereas**, the City and Miami Conservancy District have negotiated a one-time fee of One Hundred Fifty Dollars (\$150.00) in exchange for the first 15-year term of the lease; and

**Whereas**, should the City exercise the lease renewal, the Miami Conservancy District may establish a lease fee that shall not exceed the percentage increase in consumer price index using the 2024 appraised value of the Property, prior to its improvement, as a starting point;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO, THAT:

**Section 1:** The City Manager is hereby authorized to execute the Lease Agreement with Miami Conservancy District in substantially the form as attached hereto and made a part hereof; with any changes or amendments thereto not inconsistent with this Resolution and said changes or amendments will not alter the material terms of the Lease nor adversely impact the City as determined by the Law Director of the City and which are approved by the City Manager.

**Section 2:** The City Manager, or her designee, is further authorized to do all things necessary to comply with the terms and conditions of said Agreement.

**Section 3:** It is found and determined that all formal actions of the City Council relating to the adoption of this resolution were in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 4:** This resolution shall be in full force and effect from and after its date of passage.

## RECORD OF RESOLUTIONS

Resolution No. 28-2024

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\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_  
Clerk of Council

Effective Date: October 22, 2024

**Resolution 28-2024 Exhibit A**

**The Miami Conservancy District**

**LAND USE LEASE NO. 32-370-1, Revision No. 1**

This Land Use Lease ("Lease") is made as of this \_\_\_\_ Day of \_\_\_\_\_, 2024 by and between The Miami Conservancy District, a body corporate and political subdivision of the State of Ohio with a place of business at 38 East Monument Avenue, Dayton, Ohio, 45402-1295 (hereinafter "LESSOR"), and the City of West Carrollton, an Ohio Municipality with a primary address at 300 East Central Avenue, West Carrollton, OH 45449 (hereinafter "LESSEE").

**RECITALS**

- A. LESSOR owns that certain real property described and generally described and depicted as follows, together with any easements, rights-of-way, and other rights and benefits relating or appurtenant thereto ("Property"):

The property, **approximately 86.0 acres**, being all or part of MCD Parcel No. 463, 1044, 1134, 1343, 1344, 1392, 1416, 1420 & 1438 (County Parcel No. K48 00917 0001/2/5/17 & J441041110032/36/37), is situated in City of West Carrollton and City of Moraine, Montgomery County, Ohio and more specifically along both banks of the Great Miami River upstream and downstream of the low dam as shown on the attached Exhibit "A" and Exhibit "B" - B-1". Said property also known as the Miami Bend Park.

- B. LESSEE wants to develop and construct a River District and Whitewater Park including high and low velocity channel, big wave feature, pedestrian plaza and other amenities as described on the attached Exhibit "C".
- C. LESSOR recognizes the benefits of LESSEE making substantial safety improvements to the South Montgomery County Low Dam at no cost to LESSOR.
- D. LESSEE wants to lease the Property from LESSOR and LESSOR wants to lease the Property to LESSEE for purposes of conducting the Use and for no other purpose. Said lease will be contingent upon final approval by LESSOR of final hydraulic analysis, plans and design. The project schedule is described on the attached Exhibit "D".
- E. In lieu of a long term Land Use Permit, the LESSOR is granting this lease at the request of LESSEE.

**LEASE**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, LESSOR and LESSEE agree:

1. Lease of Property.

1.1 Grant of Lease. LESSOR leases the Property to LESSEE and grants LESSEE the rights, and LESSEE leases the Property from LESSOR and accepts the rights granted LESSEE by LESSOR, all as further set forth in, and subject to the conditions and terms of this Lease.

1.2 Term of Lease. Use of the Property shall be for a period of fifteen (15) years commencing on November 1, 2024, and ending on October 31, 2039 ("Term").

1.3 Renewal Term. Subject to the LESSOR's reservation of rights at Section 1.4, below, LESSEE may extend the Term for up to three additional periods of fifteen (15) years ("**Renewal Term**"). To exercise the option to renew the Term of this Lease for a Renewal Term, LESSEE shall deliver a written extension notice to LESSOR prior to the expiration of the Term; provided, however, that if LESSEE fails to deliver timely notice of the exercise of the option to extend, such option shall not lapse unless LESSOR serves LESSEE with written notice requesting that LESSEE exercise such option in writing and LESSEE fails to do so within sixty (60) days after service of such written notice from LESSOR. LESSEE's written extension notice shall include LESSEE's agreement regarding the Renewal Term Lease Fee. LESSEE's written extension notice, including the agreement regarding the Renewal Term Lease Fee, shall be incorporated into and become a binding term of this Lease. LESSEE shall have no right to extend the Term of this Lease beyond the Renewal Term absent further, written agreement of LESSOR and LESSEE.

1.4 Renewal Term Lease Fee. LESSOR, at its sole discretion, may establish a reasonable, annual Lease Fee to be paid by LESSEE to LESSOR during the Renewal Term in exchange for the extension of the Lease for the Renewal Term ("**Renewal Term Lease Fee**"). The Renewal Term Lease Fee shall not exceed the percentage increase in consumer price index using as a starting point the 2024 appraised value of the Property, prior to its improvement by LESSEE ("**Leasehold Baseline Value**"). The 2024 Leasehold Baseline Value has been determined by the MCD's Board of Appraisers and was approved at their September 5, 2024 meeting of \$100-\$150/acre for the subject property. With the addition of the Renewal Term Lease Fee, all other terms and conditions of the Lease shall continue in force during the Renewal Term.

1.5 Lease Document Fee: The LESSEE agrees to pay LESSOR a one-time Lease Document Fee of One Hundred Fifty Dollars (\$150.00) in exchange for the Lease.

2. Use of the Property.

2.1 Use of the Property: LESSEE's use of the property ("Use") shall only be for public park, recreational, and conservation purposes Use must be consistent with LESSOR'S right to preserve the land as floodplain. LESSEE shall work closely with LESSOR to provide LESSOR the timely opportunity to review all proposed programs or activities prior to implementation. LESSEE shall conform to and obey all applicable statutes, ordinances, rules, and regulations of any governmental entity having jurisdiction over the Property as herein described to the extent applicable to LESSEE. LESSEE shall not commit any type of waste on the Premises. LESSEE must also not create or take or fail to take such action so as to create a

nuisance on, or of the Property. Should in the opinion of LESSOR, LESSEE's use of the Property create a nuisance, LESSOR will have the right to declare LESSEE in default and exercise its rights under the default provisions of this Lease.

2.2 Compliance with rules, regulations, standards and policies: LESSEE's Use shall at all times comply with the LESSOR's rules, regulations, standards and policies now existing and as LESSOR may establish from time to time for the administration and use of the Property. In no event shall LESSEE'S Use or actions result in increased flood risk, increased risk to groundwater or surface water quality or quantity, increased risk to public safety, or a violation of any other terms of this Lease.

2.3 Compliance with law: LESSEE's Use shall comply with all applicable laws, statutes, rules, ordinances, orders, and regulations of any and all governmental authorities with jurisdiction over the Property, the Parties, and the Use, including environmental, zoning, and land use laws and regulations.

2.5 Advertisement Prohibited: No promotional, political, or advertising signs of any third party shall be permitted on the Property except as authorized by prior written agreement between the LESSOR and LESSEE. Should the LESSEE desire to install signage, a signage master plan with sign material and content shall be provided to MCD for review and approval. Should unauthorized signs appear, they shall be promptly removed by LESSEE. Notwithstanding the foregoing, LESSEE shall have the right to place temporary signs, banners and similar materials on the Property to promote its own events.

2.6 Public Use Of Land: The Property shall be open, except as provided for herein, without charge to the public at all times consistent with reasonable policies of the LESSEE. LESSEE shall not charge entrance or parking fees, nor shall it cause admission to the Property to be based upon sale of stickers, memberships, or permits. Nothing contained herein shall prohibit LESSEE from (a) entering into concession leases for recreational activities on the Property and permitting any such concessionaires to charge reasonable fees, a portion of which fees may be remitted to LESSEE, (b) charging fees in connection with special events, or (c) requiring fees or deposits to allow groups to use the areas designated by LESSEE as reservable areas. LESSEE agrees that the cleanup of the Property following such special event or activity shall be the responsibility of LESSEE.

2.7 Government Designation or Control: LESSEE will not initiate or support State of Ohio or United States government designations or control of natural areas of the Property without LESSOR's prior written authorization.

2.8 Subletting Prohibited: LESSEE shall not assign this Lease or sublet any part or parts of the Property.

2.9 Environmental Matters: LESSEE shall assume any and all claims, demands, and damages for injuries to persons or property, and all costs and expenses associated therewith, including clean-up costs, if any, arising from or growing out of the dumping or storage of hazardous waste or the occurrence of other environmentally hazardous conditions on the

Property during the Term and Renewal Term as a result of the actions or omissions of LESSEE, its agents, employees, contractors or invitees.

### 3. Maintenance, Alterations, and Improvements

3.1 Maintenance: LESSEE shall properly maintain, to the LESSOR'S satisfaction, all portions of the Property that have been developed for recreational use including all items listed under "Structures" (section 3.4 herein). Maintenance shall include but not be limited to regular inspection and repair of the Recreational Structures, including maintaining all structures and improvements in proper operational condition. LESSEE agrees to mow and trim all areas within the park area of the Property in accordance with the level of service requirements. No woody vegetation will be allowed in the channel or on the levee. MCD is responsible for maintaining the levees on the right (north) and left (south) bank and maintaining the Great Miami River Recreational Trail, even if it is relocated to a different location on property controlled by LESSOR. MCD will be responsible for operation and maintenance of the floodgates on the Property.

The LESSEE is responsible for removing drift and debris from all areas it mows and/or maintains, including from all structures. All drift and debris removed from the Property, including the in-river structures, is the responsibility of the LESSEE. Drift must be removed from MCD property and properly disposed. Drift and debris may NOT be pushed aside and left on site. MCD has the right to remove drift for flood protection purposes. LESSEE's maintenance responsibilities as herein described begin upon "Notice to Proceed" of construction activity and continue during the Term and Renewal Term.

3.2 Alterations: All construction, excavation, clearing, roadway or entrance revisions or other construction activity undertaken by LESSEE upon any portion of the Property shall be undertaken only with the prior written approval of LESSOR.

3.3 Preservation of Timber: LESSEE agrees, during its construction and/or maintenance activities in conjunction with the use of Property, not to disturb, destroy, and/or remove any trees without first securing the consent, in writing, of the LESSOR. LESSEE may cut only those trees on the Property that are diseased, dead, fallen, or sufficiently damaged so as to constitute a public hazard. Wood cut by LESSEE shall be used only on either the Property or other public land operated by LESSEE and shall not be sold. The previous condition is not intended to preclude normal maintenance of the Property, which the LESSEE assumes and agrees to perform.

3.4 Structures: Subject to MCD approval after opportunity to conduct hydraulic analysis and other engineering review, all Improvements and Alterations including but not limited to access road, parking lots, boating facilities, lighting, post fencing, gate, high and low velocity channels, big wave feature, dam safety improvements, pedestrian plaza, viewing terrace and vehicular access, equipment drop-off, wetland/stormwater pond, stormwater bioswale, boat take-out/fire access, amphitheater, and fishing platform located on the Property shall be a part of the Lease. No additional fixture, structure, or appurtenances will be installed, constructed, or placed on the Property during the Term or Renewal Term without the LESSOR'S prior written

approval, which may include hydraulic analysis or other engineering review. LESSEE agrees that upon termination of this Lease, the LESSOR will be given the option to assume ownership of all fixtures, structures and/or appurtenances installed, constructed, or placed on the Property by LESSEE. All fixtures, structures or appurtenances not retained by the LESSOR shall be removed from the Property by LESSEE as instructed by the LESSOR and the Property restored to its condition as at the start of this lease.

4. Default; Remedies: The failure by LESSEE to perform any obligation under the Lease, if not remedied within one hundred eighty (180) calendar days of written notice of such failure from the other Party shall constitute a default under this Lease (a "**Default**"). Following a Default, the LESSOR may pursue any available remedies at law or in equity, including, but not limited to, termination of this Lease. Upon termination, LESSEE shall immediately surrender possession of the Property and all improvements then existing thereon to LESSOR; provided, however, that at the option of the LESSOR, the LESSEE shall remove any improvements, or any other items, placed upon the Property and shall restore the Property to the same condition it was in immediately prior to the effective date of this Lease.

5. Subordination of Lessee's Rights under the Lease

5.1 Right Of Entry: At all times and without prior notice to LESSEE, LESSOR may enter upon the Property for the purpose of undertaking any surveys or inspections, construction, excavation, clearing or other activity that LESSOR, in its sole discretion, deems necessary. Unless circumstances dictate otherwise, LESSOR shall attempt to provide LESSEE with notice prior to LESSOR entering upon the Property.

5.2 Existing Easements, Leases and Permits: All terms and conditions of this Lease as herein described are subject to the rights of all pre-existing easements, agreements and permits, if any, heretofore issued as listed to the best of LESSOR's knowledge in Exhibit "E" attached hereto.

5.3 LESSOR's rights and obligations: LESSEE's Use shall be subject to LESSOR's rights, duties and obligations to operate and maintain the system of dams and reservoirs for flood control purposes in accordance with Chapter 6101 of the Ohio Revised Code and LESSOR's Official Plan, together with the right of access to the property at any time, without notice, to accomplish the same.

6. Law Enforcement: LESSEE shall have the right, at LESSEE'S discretion, to place its own law enforcement personnel on any part of the Property. LESSEE does not undertake any duty to LESSOR or to any third parties to provide law enforcement services for the Property, nor shall LESSEE'S provision of such services constitute an assumption of any duties beyond those, if any, required by law.

7. Liability Insurance: The LESSEE AGREES to purchase a commercial general liability insurance policy in an amount not less than **Two Million (\$2,000,000) Dollars**, as described in Exhibit A, protecting both LESSEE and LESSOR from any liability resulting from injuries to persons or property and all direct cost and expenses associated therewith. Upon commencement

of the Term, LESSEE shall provide LESSOR with a certificate of insurance evidencing LESSOR's status as an additional insured with coverage in favor of LESSOR applying on a primary and non-contributing basis. Insurance coverage must be in force throughout the Term and Renewal Term. If LESSEE's insurance coverage is cancelled during the Term or Renewal Term, the Lease will terminate. The LESSEE shall require its general liability insurance carrier to provide LESSOR with a minimum of thirty (30) days written notice of cancellation or non-renewal to LESSEE general liability policy. Should LESSEE elect to purchase limits in excess of Two Million (\$2,000,000) Dollars, said higher limits shall also inure to LESSOR's benefit as an additional insured.

8. Assumption of Risk: Each party to this Lease shall be responsible for and shall answer for any and all claims, demands, and damages for injuries to persons or property, and all direct cost and expenses associated therewith, arising on said Property or in connection with the operations authorized within this Lease, to the extent caused by the willful, wanton, reckless or negligent act or omission of that party, its agents, employees or contractors and not arising from the willful, wanton, reckless or negligent act or omission of the other party, its agents, employees or contractors.

9. Responsibility For Acts And Omissions: Each party shall be responsible for the acts and omissions of its employees and agents arising hereunder. To the extent permitted by law, LESSEE shall be responsible for any and all claims, actions, demands, damages, and expenses awarded by a court of competent jurisdiction, for the negligent acts and omissions of LESSEE's officers and employees engaged in the scope of their employment and arising in connection with LESSEE's use of the Property. The parties agree that nothing in this provision shall be construed as a waiver of the political subdivision immunity provided in Ohio Revised Code Chapter 2744.

10. Notice. Notice as may be required by this Lease shall be served either by certified mail return receipt requested or by personal service to the following address:

For the LESSEE:

City of West Carrollton  
c/o City Manager  
300 East Central Avenue  
West Carrollton, OH 45449

For the LESSOR:

The Miami Conversancy District  
c/o General Manager  
38 East Monument Avenue  
Dayton, OH 45402-1295

(Intentionally blank - Signature page follows)

IN WITNESS WHEREOF, said THE MIAMI CONSERVANCY DISTRICT, by MaryLynn Lodor its General Manager, hereunto duly authorized by Resolution of its Board of Directors,

has hereunto subscribed her name this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed and Acknowledged  
in the Presence of:

THE MIAMI CONSERVANCY DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
MaryLynn Lodor, General Manager

STATE OF OHIO  
COUNTY OF MONTGOMERY: ss

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public in and for said County and State, personally came Mary Lynn Lodor, the General Manager of THE MIAMI CONSERVANCY DISTRICT, and acknowledged the signing and sealing of the foregoing lease to be her voluntary act and deed and the voluntary act and deed of said THE MIAMI CONSERVANCY DISTRICT.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, said CITY OF WEST CARROLLTON, by Amber Holloway, its City Manager, hereunto duly authorized by Resolution of its City Council,

has hereunto subscribed her name this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed and Acknowledged  
in the Presence of:

CITY OF WEST CARROLLTON

By: \_\_\_\_\_  
Amber Holloway, City Manager

STATE OF OHIO  
COUNTY OF MONTGOMERY: ss

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public in and for said County and State, personally came Amber Holloway, City Manager for CITY OF WEST CARROLLTON, and acknowledged the signing and sealing of the foregoing lease to be her voluntary act and deed and the voluntary act and deed of said the CITY OF WEST CARROLLTON.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

This instrument prepared by:  
The Miami Conservancy District  
38 East Monument Avenue  
Dayton, Ohio 45402

## Exhibit A

### **Insurance**

The City of West Carrollton (hereinafter "City") shall procure and maintain for the duration of the contract/lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the City of West Carrollton's operation and use of the leased premises. The cost of such insurance shall be borne by the City of West Carrollton.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04), or the general aggregate limit shall be twice the required occurrence limit.

**Workers' Compensation** insurance as required by the State of Ohio, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

**Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the City of West Carrollton maintains broader coverage and/or higher limits than the minimums shown above, the Miami Conservancy District (hereinafter "MCD") shall be entitled to the broader coverage and/or the higher limits maintained by the City. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Miami Conservancy District.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The MCD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the City or any of its contractors, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the City's insurance (at least as broad as ISO Form

CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

#### ***Primary Coverage***

For any claims related to this contract, the **City's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the MCD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the MCD, its officers, officials, employees, or volunteers shall be excess of the City's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### ***Umbrella or Excess Policy***

The City may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the MCD, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the City's primary and excess liability policies are exhausted.

#### ***Legal Liability Coverage***

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the MCD.

#### ***Waiver of Subrogation***

The City hereby grants to the MCD a waiver of any right to subrogation which any insurer of the City may acquire against the MCD by virtue of the payment of any loss under such insurance. The City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the MCD has received a waiver of subrogation endorsement from the insurer.

#### ***Self-Insured Retentions***

Self-insured retentions shall be declared to and approved by the MCD. The MCD may require the City to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the City or the MCD. The CGL and any policies, including Excess

liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by the MCD. Any and all deductibles and SIRs shall be the sole responsibility of the City who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The MCD may deduct from any amounts otherwise due City to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The MCD has the right to request and obtain a copy of any policies and endorsements for verification.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the MCD.

***Verification of Coverage***

City shall furnish the MCD with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the MCD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the City's obligation to provide them. The MCD has the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The MCD has the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Special Risks or Circumstances***

The MCD has the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.