

Section 22. CONTRACT AMENDMENT

Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.

Section 23. TERMINATION OF CONTRACT

This Contract may only be terminated as follows:

- (a) Termination Due to Loss or Reduction of Funding. The Board, at its sole discretion, may terminate or reduce the scope of this Contract if available funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Board may, if sufficient Coal Board funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Board will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement. The Board may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination. In the event of termination due to the Grantee's, its contractors', or subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of expenses incurred. The Department's or Board's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 24. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 25. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with all provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

Section 26. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 27. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 28. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 29. NO ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 31. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No

such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.

Section 32. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

Section 33. INTEGRATION

The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

CITY OF MILES CITY:

Chris Grenz, Mayor

Date

ATTEST:

Lorrie Pearce, City Clerk

John Williams, Chair
Montana Coal Board

Date

Exhibit A Implementation Schedule
City of Miles City

IMPLEMENTATION SCHEDULE FOR FRANK WILEY FIELD MILES CITY AIRPORT IMPROVEMENT PROJECT												
TASK	QUARTERS 2015				QUARTERS 2016				QUARTERS 2017			
	1 ST	2 ND	3 RD	4 TH	1 ST	2 ND	3 RD	4 TH	1 ST	2 ND	3 RD	4 TH
<u>PROJECT START-UP</u>												
A. Sign contract with Coal Board			X									
B. Secure approval of other funding		X										
C. Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)			X	X	X	X	X	X	X			
<u>PROJECT CONSTRUCTION</u>												
A. Final Design / Bidding			X	X	X							
B. Conduct pre-construction conference					X							
C. Construction and purchase and installation of equipment						X	X	X				
D. Monitor Progress						X	X	X				
E. Final Inspection								X				
<u>PROJECT CLOSE-OUT</u>												
A. Coal Board administrative staff conduct on-site monitoring of the project.								X				
B. Submit project completion report.									X			
C. Include project in audits.									X			

Exhibit B Budget
City of Miles City

PROJECT BUDGET FOR FRANK WILEY MILES CITY AIRPORT IMPROVEMENT PROJECT						
ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE FAA	SOURCE MT Aero Grant & Loan	SOURCE Intercap Loan	SOURCE Coal Board	SOURCE Gravel Royalty	TOTAL:
Grant Administration	*** \$	\$	\$	\$	\$	\$
Office Costs	\$	\$	\$	\$	\$	\$
Professional Services	\$	\$	\$	\$	\$	\$
Legal Costs	\$	\$	\$	\$	\$	\$
Travel & Training	\$	\$	\$	\$	\$	\$
TOTAL ADMINISTRATIVE/ FINANCIAL COSTS	\$	\$	\$	\$	\$	\$
ACTIVITY COSTS:						
Equipment Cost	\$	\$	\$	\$	\$	\$
Construction Cost	\$2,970,104	\$72,470	\$	\$	\$18,000	\$3,060,574
Engineering Design	\$	\$171,752	\$127,030	\$166,118	\$	\$ 464,900
Product Completion (PER's, studies, etc.)	\$	\$	\$	\$	\$	\$
Contingency	\$	\$	\$	\$	\$	\$
TOTAL ACTIVITY COSTS	\$	\$	\$	\$	\$	\$
TOTAL PROJECT COSTS	\$2,970,104	\$244,222	\$127,030	\$166,118	\$18,000	\$3,525,474

**ORDINANCE
NUMBER 1299**

**AN ORDINANCE ADOPTED PURSUANT TO THE MONTANA INTERIM ZONING
STATUTE CONTAINED IN SECTION 76-2-306 MCA EXTENDING INTERIM
ZONING ORDINANCE 1290 PERTAINING TO THE ZONING OF SEXUALLY
ORIENTED BUSINESSES.**

WHEREAS, the City Council of the City of Miles City adopted interim zoning ordinance 1290 April 14, 2015, effective for six months, after receiving numerous citizen property owner expressions of concern pertaining to the establishment of sexually oriented businesses within the jurisdiction of the City of Miles City, particularly in historic districts, and areas within close proximity to residential properties, churches, schools, parks, libraries, daycare centers, and other similar properties;

AND WHEREAS, the City of Miles City requires more time to study the potential impact to the community of sexually oriented businesses prior to enacting a permanent zoning ordinance regulating the same, in order to better control the establishment of sexually oriented businesses within the jurisdiction of the City of Miles City;

AND WHEREAS, the City may extend the interim zoning ordinance adopted by Ordinance 1290 for a period of one year, pursuant to MCA 76-2-306, upon notice and public hearing as set forth in MCA 76-2-303.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Miles City, Montana, as follows:

1. Sexually oriented businesses are prohibited from being established within the City Limits of Miles City and within one mile of the corporate boundary.
2. Sexually oriented business is defined as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theatre, adult theater, escort agency, nude model studio, or similar facilities.
3. Public Hearing. A public hearing shall be held on the above extension on the 13th day of October, 2015, at 7:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star at least 15 days prior to said public hearing, as required by MCA 76-2-303(2).
4. Effective Date. This ordinance shall be effective immediately upon second reading and final passage by a 2/3 majority vote of the City Council, and shall expire twelve (12) months from the date of passage unless again extended in accordance with section 76-2-306 MCA.

Said Ordinance read and put on its passage this 22nd day of September, 2015.

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED BY A 2/3 VOTE OF THE CITY COUNCIL this
13th day of October, 2015.

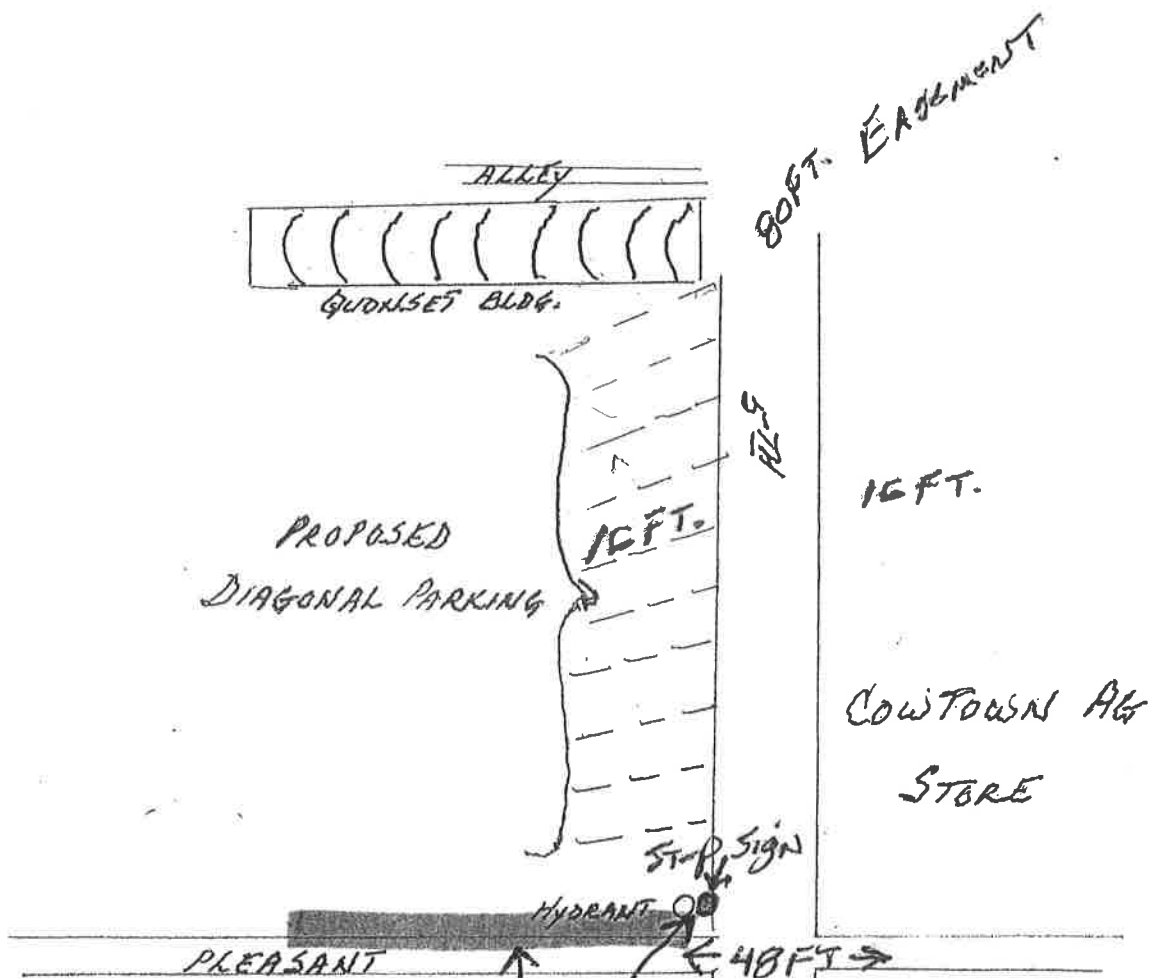
C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

(SEAL)

Cowtown Agriculture Diagonal Parking



* Line of Sight Along Pleasant is obstructing view from stop sign heading south.