

## Billings City Administration Weekly Report

April 26, 2019

- 1) **The 66<sup>th</sup> Legislative Session is over** – as is typical, the session was a mixed bag for local government. Unfortunately, our 406 Economic Impact District bill was defeated by the slimmest margin and Billings did not gain any expressed authority to shift taxes away from property owners and on to consumers. We successfully avoided the state shifting their office of public defender costs to local government. I suspect this topic will return during the 67<sup>th</sup> session in 2021.

The MLCT, MMIA and the MSU Local Government Center is touring the state to provide a rundown of the session along with training. Our closest opportunities to attend are in Lewistown on May 30, 2019 or Colstrip on June 12, 2019.

- 2) **SBURA/Zeier Investigation** – See enclosed press release and Moulton Bellingham report.
- 3) **OBSD Strategy Partners Payments** – Over the past several weeks the strategy partners and Landmark Development have been working together to close-out our books on the partners \$675,000 contribution to the OBSD plan. The enclosed invoice details the strategy partners' payments. Andy summarized the data over the first three pages, and attached the detailed invoices.
- 4) **Better Off in Billings** – Big Sky Economic Development, with sponsorship from KLJ, Avitus Group and the Pub Station, put on its second annual Better Off in Billings event on April 25<sup>th</sup>. Hundreds of community stakeholders from all different walks of life attended the day-long seminar at the Pub Station focused on the symbiotic relationship of strategic placemaking and talent attraction and retention. Attendees experienced an exciting day packed with information from BillingsWorks regarding the State of the Workforce, the announcements of BSED's Space2Place Micro-Grant Awardees, "In the Ground" & "On the Cusp" projects throughout Billings; reminding us why we truly are "Better Off in Billings!" This year we heard from local "hidden gems" who shared their successes and why Billings uniquely provides them the space they need to be impactful. Our "Hidden Gems" were Shane De Leon of Kirks' Grocery, Lilly Corning of Corning Development, Mark Sanderson with the Toucan Gallery, and Dawn Githens who is the Director of Military and Veterans Success Center-MSUB. In addition, marketing firm, Chapman Group, showcased the newly completed and launched geo-target/digital talent attraction campaign: "Better Off in Billings: There's Space for You Here" BillingsWorks has been building over the last 2 years. Ending the day was Keynote Speaker, Ethan Kent, Senior Vice President for Project for Public Spaces, the premiere international organization for Placemaking. Kent acknowledged the great potential Billings has and commended us for gathering as a community to intentionally plan out our future. He reminded us, when you have a space where people can influence it, you have a place they will want to be. If you plan for more cars and traffic, you will get more cars and traffic. Slow down your traffic flow and make places more inviting for your community to participate and influence it.

“In the Ground” projects this year included: Rock31, 100 Strong, ArtHouse/Babcock, Forward Montana, EBURD, MetraPark, NextGEN, RotarAction, Yellowstone Art Museum, Downtown Billings Alliance, 11:11 Presents, SportsBall, Lockwood High School, STEM Billings’ SSO Program and Dover Park.

“On the Cusp” projects this year included: Park Development, Water Reservoir, Laurel Community Center, Marathon Loop, South Side Grocery Store, Airport Expansion, Health By Design, St. John’s United Development, Billing Urban American Indian Health and Wellness Center, Work Based Learning at The Northern Hotel, South Billings Aquatics/Rec Center, and the Yellowstone Strengths Academy.

Attached is the link for a video <https://vimeo.com/332751888>.

5) **Board meetings/Task Forces** –

- a. Downtown Rotary – Monday I will be presenting at noon to the Downtown Rotary Club.
- b. North Park Task Force – Thursday, May 2<sup>nd</sup> at 7:00 pm - I will be presenting the City’s adopted goals.

6) **Citizen Police Academy** – Tuesday’s class focused on traffic investigations, driving under the influence and hostage negotiations. Two of our fellow classmates volunteered to get intoxicated so we could learn how our bodies respond to alcohol and how the sobriety tests and breathalyzers work. Officers Tom Keighley and Ben Beck did a great job!

Have a great weekend!



# CITY OF BILLINGS

## OFFICE OF CITY ADMINISTRATOR

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PRESS RELEASE: Moulton Bellingham, PC's Limited Investigation and Review of SBURA and Zeier Consulting, LLC

April 26, 2019

In February 2019 the City retained Moulton Bellingham to perform a limited investigation for the following issues:

1. The contracts between SBURA and Zeier Consulting, LLC; and
2. The payments made to Zeier Consulting, LLC and whether they were improperly requested and/or made; and
3. The expenses reimbursed to Zeier Consulting, LLC and whether they were improperly reimbursed to Zeier Consulting, LLC and/or Mr. Zeier; and
4. Whether Mr. Zeier had a conflict of interest with respect to the real estate the City purchased from Popelka Enterprises, LLC.

The City did not impose any constraints on the investigation and provided its full cooperation. The City provided access to all relevant materials counsel requested, within its possession. Counsel was able to request to interview any relevant individual for any amount of time.

The Moulton Bellingham report was hand delivered to the City the afternoon of April 19, 2019. The City's administration and attorney's office reviewed the report and agree with its findings.

**The report's executive summary reads as follows:**

1. There is substantial evidence supporting payments made to Zeier Consulting under the initial consulting agreement that was approved by SBURA and consistent with the contracting parties' intent.
2. Zeier Consulting improperly requested payments under the second consulting agreement. The City overpaid Zeier Consulting \$76,845.00. SBURA and Zeier Consulting entered into a new contract for the period of December 1, 2018 through June 30, 2019. Zeier Consulting did not receive payment for services provided from December through February as partial repayment. Zeier Consulting owes a remaining balance of \$38,422.50, which is in the process of repayment pursuant to a repayment agreement dated February 6, 2019. The evidence reviewed failed to establish that Zeier Consulting or Steve Zeier acted with intent to deceive or defraud.
3. Zeier Consulting was reimbursed travel expenses pursuant to the terms of the second consulting agreement. SBURA pre-approved conferences and related travel expenses prior to the expense being incurred. There was \$1,509.87 in charged expenses without supporting documentation. Zeier Consulting should reimburse the City this amount.
4. Conflict of interest claims associated with the real estate purchase from Popelka Enterprises, LLC were unsubstantiated.

Zeier Consulting has an administrative services contract and a reimbursement contract with SBURA through June of 2019. Based on the above listed findings the City will reduce Zeier Consulting's payment for May 2019 by \$1,509.87. Therefore, by June 30, 2019 there will be no outstanding financial issues between the parties.

Chris Kukulski, City Administrator  
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April 19, 2019

Attn: Chris Kukulski, City Administrator  
City of Billings  
City Administration

Via Hand Delivery

Re: Moulton Bellingham, PC's Limited Investigation and Review of  
SBURA and Zeier Consulting, LLC

Dear Mr. Kukulski,

Thank you for retaining our office to review the agreements between South Billings Urban Renewal Association and Zeier Consulting, LLC for the purposes of a limited investigation into the payments made to Zeier Consulting by the City, on SBURA's behalf, as well as an alleged conflict of interest related to Mr. Steve Zeier's involvement in the City's purchase of the Popelka Property.

We have concluded our investigation and a report is provided with this letter. Please do not hesitate to contact me with any questions related to the report or the investigation.

Sincerely,

MOULTON BELLINGHAM PC

By

  
Afton E. Ball

Cc: Andy Zoeller

Enclosures

Report on Limited Investigation and  
Review of SBURA and Zeier  
Consulting, LLC

April 19, 2019

Submitted by

MOULTONBELLINGHAM<sup>LLP</sup>



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P.O. Box 2559  
Billings, Montana 59103-2559

## **I. INTRODUCTION**

### **SCOPE OF INVESTIGATION:**

Billings citizen, Mr. Kevin Nelson, requested documents from the City beginning in January 2019, related to South Billings Boulevard Urban Renewal District's (SBBURD) agreements with Zeier Consulting, LLC and payments made to Zeier Consulting under those agreements. After Mr. Nelson reviewed the city documents, Mr. Nelson asserted that Zeier Consulting had been overpaid. Andy Zoeller, the City's Finance Director, then reviewed the Contracts between SBBURD and Zeier Consulting and payments made by the City to Zeier Consulting. Mr. Zoeller confirmed that overpayments were made.

The City retained Moulton Bellingham to perform a limited investigation for the following issues:

1. The Contracts between SBURA and Zeier Consulting, LLC;
  2. The payments made to Zeier Consulting, LLC and whether they were improperly requested and/or made;
  3. The expenses reimbursed to Zeier Consulting, LLC and whether they were improperly reimbursed to Zeier Consulting, LLC and/or Mr. Zeier;
- and,

4. Whether Mr. Zeier had a conflict of interest with respect to the real estate the City purchased from Popelka Enterprises, LLC.

The City did not impose any constraints on the investigation and provided its full cooperation. The City provided access to all relevant materials counsel requested, within its possession. Counsel was able to request to interview any relevant individual for any amount of time.

Attached as Exhibit A is a list of documents reviewed and witnesses interviewed during this investigation.

**EXECUTIVE SUMMARY:**

1. There is substantial evidence supporting payments made to Zeier Consulting under the initial consulting agreement were approved by SBBURD and consistent with the contracting parties' intent.
2. Zeier Consulting improperly requested payments under the second consulting agreement. The City overpaid to Zeier Consulting \$76,845.00. SBURA and Zeier Consulting entered into a new contract for the period of December 1, 2018 through June 30, 2019. Zeier Consulting did not receive payment for services provided from December through February as partial repayment. Zeier Consulting owes a remaining balance of \$38,422.50 which is in the process of repayment

pursuant to a repayment agreement dated February 6, 2019. The evidence reviewed failed to establish that Zeier Consulting or Steve Zeier acted with intent to deceive or defraud.

3. Zeier Consulting was reimbursed travel expenses pursuant to the terms of the second consulting agreement. SBBURD pre-approved conferences and related travel expenses prior to the expense being incurred. There was \$1,509.87 in charged expenses without supporting documentation. Zeier Consulting should reimburse the City this amount.
4. Conflict of interest claims associated with the real estate purchase from Popelka Enterprises, LLC were unsubstantiated.

## **II. BACKGROUND**

On September 28, 2010, SBURA's Articles of Incorporation, signed by Shawn Hanser, were filed with the Montana Secretary of State. SBURA was organized exclusively as a mutual benefit corporation for non-profit purposes to promote an area Southwest of downtown Billings, the South Billings Boulevard Urban Renewal District.

On January 10, 2014, SBURA entered into a Professional Services Contract with Zeier Consulting, LLC (the "First Contract"). Zeier Consulting's Scope of

Services under the First Contract specifically included: identifying, working with, and maintaining Property Owner Relations- including current owners and potential owners; Recruitment of New and Retention of Existing Businesses; and Reporting to SBURA Board of Directors. The term of the First Contract was for three years, for an annual compensation amount of \$37,400 representing 440 hours of service annually with a rate of \$85.00 per hour. Zeier Consulting was to invoice SBURA monthly with detailed time and activity.

On February 10, 2014, South Billings Urban Renewal Association (SBURA) and the City entered into a Memorandum of Understanding (MOU) for five years for the mutual objective of enhancing economic development opportunities in the South Billings Boulevard Urban Renewal District by promoting the ideals of sustainable industry, public infrastructure improvement, and fair, predictable land use decision-making embodied in the Master Plan for the SBBURD. The purpose of the MOU was to define the role that SBURA will play in implementing the South Billings Urban Renewal District Master Plan. SBBURD has as its financial foundation a Tax Increment Financing District (TIF). The MOU specifically allowed SBURA to contract professional services with an outside party or with the City to provide planning, security and maintenance services within the SBBURD.

The MOU also states that “recommendations for expenditures shall be presented by the SBURA to City Council.” The Billings City Council, through

adoption of the annual budget, sets the budget authority for the South Billings Tax Increment Fund (TIF). In doing so, authorizes the funding for the contract between SBURA and Zeier Consulting. As a result, the City of Billings pays Zeier Consulting for the services provided to SBURA.

Between January 2014 through October 2015, Zeier Consulting provided the contracted for services under the First Contract. Zeier Consulting submitted a detailed monthly billing invoice to SBURA, which SBURA's board President would approve and submit to the City for payment. SBURA did not have its own checking account. Generally, Mr. Zeier would email all SBURA board members and Ms. Candi Millar, the City's Director of Planning and Community Services Department. Mr. Shawn Hanser, the board president for many years, would email to all that he approved, and Ms. Millar would confirm she would get the invoice processed, submitting the invoice to the City's Finance Department for payment. Zeier Consulting's monthly invoices under the First Contract listed how many hours Mr. Zeier worked that month and multiplied that amount by \$85.00. Zeier Consulting would provide the total number of hours out of 440 hours worked through the year.

Zeier Consulting's hours worked in 2014 exceeded 440, and Zeier Consulting was paid \$85.00 per hour for each hour worked, including any over 440. By October 2015, Zeier Consulting's hours were just 1.75 hours short of its

annual goal. See Exhibit B, demonstrating Zeier Construction's invoices and payments under the First Contract.

On or about November 12, 2015, Mr. Zeier spoke with Ms. Millar and followed-up with the SBURA Board regarding the conversation. Mr. Zeier informed Ms. Millar that there had been discussions between him and the Board related to a contract renegotiation and during this conversation he learned Ms. Millar was retiring 7/1/16. Ms. Millar was planning on transferring some of her duties over to Mr. Zeier as part of her transition plan. There was also discussion related to office space for SBURA. Ms. Millar offered to pass the information along to Tina Volek, the City Administrator at that time. Mr. Zeier then spoke to Pat Weber, the City's Finance Director then, who stated a budget amendment would be needed.

Shortly thereafter, Ms. Millar informed Ms. Volek of SBURA and Zeier Consulting's negotiations, and further provided details to Ms. Volek of SBURA's interest in amending its contract with Zeier Consulting to increase its duties and compensation (from \$37,500 to \$150,000).

On December 1, 2015, SBURA entered into a second Professional Services Contract with Zeier Consulting, LLC (the "Second Contract"), and the First Contract was deemed terminated as of October 31, 2015. Zeier Consulting's

Scope of Services under the Second Contract specifically included: identifying, working with, and maintaining Property Owner Relations- including current owners and potential owners; Recruitment of New and Retention of Existing Businesses; Reporting to SBURA Board of Directors; and Administration & Project Management- which would include providing project management services as it relates to the administration of the SBBURD. Zeier Consulting was to provide monthly reports detailing time and activity to the SBURA Board.

The term of the Second Contract was for three years, until December 2018, for an annual compensation amount of \$153,690. SBBURD also agreed to reimburse Zeier Consulting for all printing or travel costs at actual costs incurred. Under the Second Contract, Zeier Consulting was to itemize expense reimbursements on the quarterly invoices. See Exhibit C demonstrating Zeier Construction's invoices and payments under the Second Contract.

In early 2017 there was a lot of SBURA Board turnover, resulting in the Board's loss of historical and institutional knowledge. Mr. Shawn Hanser was the Chair of the Board since its organization, and largely spearheaded SBURA. Mr. Hanser experienced health issues in early 2017 and has not been involved with SBURA since. Mr. Hanser was unable to provide information for this limited investigation. Mr. Tom Ruschkewicz became ill in early 2017 and stepped off the Board in about May 2017. Mr. Ruschkewicz passed away in 2017. Mr. Floyd

Martin had been the Vice Chair since SBURA was organized. He took over as Chair for Mr. Hanser after he stepped down. Mr. Martin passed away suddenly in 2017.

As discussed above, during the First Contract Zeier Consulting provided detailed, monthly billing invoices to SBURA's board and Ms. Millar with the City, via email. Mr. Hanser would state his approval of the invoices, and Ms. Millar would respond that she would submit the invoice for payment. There is no indication the Board or City objected to the invoices or amounts billed over the annual allotted compensation or 440 hours. An email from January 2015 was provided relating to the submittal, approval, and submission for payment of Zeier Consulting's December 2014 invoice, which resulted in more than the annual compensation of \$37,400.

Mr. Zeier stated during his interview that when they started the Second Contract, he was told by the Board that he should not spend his time keeping detailed billing records as they were aware of the work he was accomplishing, trusted him, and believed this would be an inefficient use of his time.

Mr. Zeier also stated that at some point he began submitting his invoices directly to the City for payment. This appears to have occurred around the time the Second Contract took effect. Mr. Zeier believed this was decided following a

conversation with the SBURA Board Chair and Vice Chair. Mr. Sam Handley has been on the SBURA Board since approximately 2012 and was a board member at the time the Second Contract was negotiated. He recalls under the First Contract Mr. Zeier sending invoices with detailed billings to the full Board, then following the Board's approval, the invoices were submitted to the City for payment. Mr. Handley believes he asked Mr. Zeier if all board members needed to approve the invoices. Mr. Handley never had any concerns with the invoices. Mr. Handley always felt that Mr. Zeier did a good job and was performing the work he was hired to do.

The prior City Finance Director, Pat Weber was interviewed in relation to this investigation. Mr. Weber stated he was not familiar with the terms of the First or Second Contract between Zeier Consulting and SBURA. Mr. Weber was aware that Zeier Consulting was initially paid monthly, but then it changed to quarterly. Because SBURA did not have a checking account, the City paid Zeier Consulting on SBURA's behalf. Initially, Ms. Millar oversaw the transactions on behalf of the City, and was the one who sent the invoices to the finance department to be paid. Ms. Millar was very active with SBURA before her retirement. Mr. Weber recalls there being occasional delay between Zeier Consulting submitting its invoices for payment and receiving payment, and Mr. Zeier following-up with Mr. Weber as to the status of the payment. Mr. Weber recalls asking Mr. Zeier to send his invoices

to Mr. Weber. After Ms. Millar retired, Mr. Weber believes Zeier Consulting's invoices were emailed directly to him for payment. Mr. Weber or finance department staff would process the payment on the invoice.

Mr. Zeier reported that when Ms. Millar was the Planning and Community Services Department Director. Mr. Zeier believes approximately \$20,000 of her salary was paid through SBURA TIF dollars. After her retirement, Mr. Zeier took on most of the work Ms. Millar was handling for SBURA, in her role with the City. Mr. Wyeth Friday then replaced Ms. Millar as Planning and Community Services Department Director. Mr. Friday has not been as involved as Ms. Millar was with SBURA. Mr. Zeier reported his belief that approximately \$8,000 of Mr. Friday's salary is paid through SBURA TIF dollars.

When the Second Contract was negotiated, it specifically included Zeier Consulting would be reimbursed its expenses and such requests for expense reimbursements should be submitted with Zeier Consulting's quarterly invoices. It is further demonstrated in the Second Contract that it was specifically considered that SBURA wanted Zeier Consulting to actively recruit "local, regional, and national developers, non-government organizations, non-profits and trade organizations." It appears it was the intent that Mr. Zeier would travel nationally for purposes of marketing SBBURD to new investors and developers. Mr. Zeier confirmed this intent during his interview.

Mr. Zeier stated during his interview that he would discuss with the Board what conferences he thought would be beneficial to attend and received budget approval to attend these conferences. Current Board Chair Carolyn Rukstad does not recall pre-approving attendance of these conferences, but her first full year on the Board was 2018. Mr. Sam Handley recalls the Board discussed with Mr. Zeier different conferences Mr. Zeier could travel to and attend, which Mr. Handley believes was within the scope of the work Mr. Zeier was to perform under the Second Contract. Mr. Handley recalls the Board providing pre-approval for Mr. Zeier's attendance at these conferences, and Mr. Zeier would follow-up with the Board after attending the conferences to share the information he obtained.

In its quarterly invoices, Zeier Consulting did not submit receipts with its requests for expense reimbursements. The SBURA Board members interviewed were asked if they have seen or received copies of Zeier Consulting's expense receipts, they confirmed they have not seen or received receipts.

Steve Zeier was asked to provide receipts supporting these reimbursement requests. For items Mr. Zeier was unable to provide receipts, he provided Zeier Consulting's redacted bank records. Copies of Zeier Consulting's supporting documentation for its expense reimbursement requests are provided as Exhibit D.

Purchase of the Popelka Property- on February 15, 2018, a letter of intent on the letterhead of NAI Business Properties was directed to Mr. George Warmer at Coldwell Banker Commercial related to the Popelka Property, a large lot located in South Billing Urban Renewal District.. This document as drafted, had a signature line for Steve Zeier. However, Mr. Zeier's name was crossed out. The letter of intent was signed Carolyn Ruckstad on behalf of SBURA. Ms. Ruckstad is listed as the SBURA Board President. The letter was also signed by Popelka Enterprises, LLC on March 19, 2018. The purchase price for the property was \$1,250,000. The letter of intent was not a binding agreement on either party.

On March 23, 2018, a draft Buy-Sell Agreement was circulated by e-mail. Section 16(k) listed Steve Zeier – NAI Business Properties as being the real estate broker for the Buyer. Mr. Zeier began working on obtaining two appraisals and an Environmental Consulting Services, LLC. Matt Bender prepared an appraisal report on April 30, 2018 for South Billings Urban Renewal Association c/o Steve Zeier, SBURA authorized representative. The intended users of this report included the City of Billings. Mr. Bender's report was that the estimated market value of the property was \$1,250,000 which supported the negotiated sales price of \$1,250,000.

On June 16, 2018, David C. Thomas of MAI provided an appraisal report of the Popelka Property. The report provides that it is for "Mr. Steve Zeier, SBURA

authorized representative”. Mr. Thomas valued the property at \$890,000. Mr. Thomas’ report lists the City of Billings as one of the intended users of his appraisal report. On June 26, 2018, Environmental Consulting Services, LLC issued a letter to Mr. Wyeth Friday, Director Planning and Community Services Department for the City of Billings, regarding a Phase I Environmental Assessment. The letter recites that it is being sent in response to “a request from Mr. Steve Zeier.”

Between March and July, the City informed SBURA that the City was going to be the purchaser of the Popelka Property, not SBURA. On July 7, 2018, the City entered into a Buyer/Broker Agreement with Mike Walker of NAI Properties for the purpose of purchasing the Popelka Property. A Phase I Environmental Site Assessment of the Popelka Property was provided to Mr. Friday by Environmental Consulting Services, LLC on July 23, 2018.

In September 2018, the City and the seller of the Popelka Property entered into a Buy-Sell Agreement in the amount of \$934,500. At its regular meeting on September 10, 2018, the City Council approved the Buy-Sell Agreement and Mayor William A. Cole signed the Buy-Sell Agreement on behalf of the City. The City’s real estate broker, Mr. Walker, was present at the City Council meeting as was the seller’s broker, Mr. Warmer of Coldwell Banker.

The City closed on the purchase of the Popelka Property in October 2018. The Warranty Deed from Popelka Enterprises, LLC to the City of Billings was recorded October 4, 2018 as Document No. 3864346. First Montana Title Insurance Company issued an owner's policy of title insurance, Policy No. OX-1246134, File No. B1808190. The title insurance policy is for \$934,500. The title policy lists the name of the insured as the City of Billings and shows the title to the real property is vested in the name of the City of Billings.

A citizen of the city of Billings, Kevin Nelson, submitted a public records request on January 9, 2019 for a list of all payments made to Zeier Consulting. After receiving and reviewing the list of payments, Mr. Nelson contends that multiple overpayments occurred outside of the terms defined within the contracts.

### **III. FINDINGS AND CONCLUSIONS**

#### **A. Overpayment on First Contract (January 10, 2014)**

On January 10, 2014, SBURA entered into a Professional Services Contract with Zeier Consulting, LLC in which Zeier Consulting would work with SBURA to develop relationships with property owners in the South Billings District; work with potential stakeholders to develop project ideas and attempt to develop South

Billings; ensure the use of TIF resources complies with Montana law; identify, pursue, and work with parties who may be interested in opportunities in the South Billings District; provide assistance to parties/applicants seeking TIF Assistance; keep track of available commercial properties in the South Billings District; work with other organizations and the State to recruit and retain businesses and business opportunities; maintain South Billings market demographics to be able to provide to interested parties; and create and distribute SBURA marketing materials for distribution. The First Contract provided for compensation in relevant part:

SBURA shall pay the CONSULTANT that total annual sum of \$37,400. This amount represents 440 hours of service annually with a rate of \$85.00 per hour for services rendered under this contract. SBURA may agree to reimburse CONSULTANT for printing or travel costs. CONSULTANT shall provide SBURA an invoice each quarter.<sup>1</sup> ... Monthly reports detailing time and activity will be submitted by CONSULTANT to SBURA at their monthly meeting of the Board of Directors. Disagreements or requests for clarifications of invoices shall be resolved by the parties' respected designated Liaisons. ...

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<sup>1</sup> The Parties and City agreed to change this to monthly invoices.

First Contract, ¶ 6.

Under the First Contract, Zeier Consulting would email monthly invoices to the SBURA Board for approval. These invoices included hourly details of how Mr. Zeier spent his time each month. The invoice totals were based on the number of hours worked each month. In 2014, the number of hours worked exceeded the 440 hours stated in the First Contract, and Zeier Consulting was paid \$85.00 per hour for each hour over 440 that was worked. Thus, in 2014, Zeier Consulting was paid \$1,700 over the \$37,400 set forth in the First Contract. However, the Board approved each invoice submitted by Zeier Consulting, and forwarded the invoice to Ms. Millar with the City. Ms. Millar would then submit the invoice to the City's Finance Department, which paid the invoice in full. The Board never indicated a disagreement of an invoice submitted by Zeier Consulting in 2014.

In 2015, Zeier Consulting continued the practice of submitting monthly invoices with detailed billing entries to the SBURA Board, and after approval by the Board, the invoice was forwarded to the City for processing of the payment. Zeier Consulting operated on the First Contract through October 2015, after which the Second Contract was negotiated and took effect. Through October 2015, Zeier Consulting received \$3,017.50 above the \$37,400 set forth in the First Contract. Email correspondence indicates all of these monthly invoices were approved upon submittal, and the City accordingly processed them for full payment. The Board

never indicated a disagreement of an invoice submitted by Zeier Consulting in 2015. The monthly invoices submitted were generally submitted around the first of each month, plus or minus a few days.

### CONCLUSION

The First Contract could be interpreted two ways. Either as providing a set annual amount, or providing an hourly rate for compensation. There is ambiguity in the First Contract. However, the actions and statements of SBURA demonstrate that SBURA intended for Zeier Consulting to be paid for the additional work over 440 hours annually at \$85.00/hour.

“The practical interpretation of a contract which the parties place upon it by their course of conduct, is entitled to great, if not controlling influence in ascertaining what they understood by its terms.” *Ophus v. Fritz*, 2000 MT 251, ¶ 29, 301 Mont. 447, 11 P.3d 1192.

Accordingly, because SBURA and Zeier Consulting all understood the First Contract to provide for payment to Zeier Consulting at \$85.00/hour any hours over 440 hours worked. There is substantial evidence that SBURA intended Zeier Consulting to be paid on an hourly rate, even if it exceeded the \$37,400 stated in the First Contract. There has been no dispute over the work performed or the hours above 440. Additionally, the City’s payment of these invoices above the annual amount and without objection does not indicate any concerns of the City.

## **B. Overpayment on Second Contract (December 2, 2015)**

Towards the end of 2015, Mr. Zeier brought to the SBURA Board's attention that he had received an offer for another position. The Board discussed the situation and reviewed the terms of Zeier Consulting's other offer. According to Mr. Handley, the Board believed it was in SBURA's best interest to retain Zeier Consulting to perform additional work for more compensation. Mr. Handley stated he believed Mr. Zeier had always performed good work and performed the work SBURA requested and expected of Zeier Consulting. It is Mr. Handley's belief that the rest of the Board felt this way as well, which is why the Board agreed to the terms of the Second Contract.

Mr. Zeier informed Ms. Millar that he and SBURA had discussed amending his contract to allow Mr. Zeier to spend more time on SBURA business at a much higher rate. Ms. Millar informed Mr. Zeier that she would be retiring soon, and that this extension in his job duties was well-timed as he could potentially take on some of her duties.

The Second Contract provides the following on compensation:

SBURA shall pay the CONSULTANT the total annual sum of \$153,690.00 payable in quarterly installments. This amount includes

a portion for the provision of office and meeting space found in Section 5 Subsection (4)(c) of this document. SBURA agrees to reimburse CONSULTANT for printing or travel costs. Any reimbursement for printing or travel costs will be reimbursed to CONSULTANT at actual incurred cost. Reimbursements will be itemized and included on the appropriate quarterly invoice. CONSULTANT shall provide SBURA an invoice each quarter, beginning January 1 of each year, for the proportionate amount. In the event that an invoice is for a partial quarter, a pro rata amount will be calculated. SBURA shall pay CONSULTANT within ten business days of receipt of the invoice. Disagreements or requests for clarifications of invoices shall be resolved by the parties' respective designated Liaisons. CONSULTANT shall pay all required federal and state taxes incurred under this contract.

Second Contract, § 6.

Mr. Zeier, Mr. Handley, and Ms. Rukstad all believed that the Second Contract was intended to pay Zeier Consulting for work performed in November and December 2015 at a pro-rated amount. Zeier Consulting did not receive payment for services rendered in November 2015 under the First Contract. Mr.

Zeier and Mr. Handley both stated that Zeier Consulting performed work for SBURA in November 2015.

After the Second Contract went into effect, Mr. Zeier started handling the SBURA Board meetings, rather than Ms. Millar, and his job duties increased significantly. Both Mr. Handley and Ms. Rukstad were very complimentary of the work performed by Zeier Consulting. They both believe Mr. Zeier has done a good job, knows what he's doing, is aware of what SBURA is trying to accomplish, and has worked hard at accomplishing this goal.

During his interview, Mr. Zeier said he was told by the Board, or maybe just the Chair and Vice Chair, to submit his invoices directly to the City, and that it was unnecessary to provide detailed invoices any longer. It is noteworthy that the First Contract and Second Contract are different in that the Second Contract does not require "monthly reports detailing time and activity" to be submitted to the Board. Mr. Weber, the prior City Finance Director, believes he told Mr. Zeier after Ms. Millar's retirement that Zeier Consulting could just submit the invoices directly to Mr. Weber to be paid, rather than processing through the City's planning department.

Based on the Second Contract and information obtained during the interviews, it appears that invoices under the Second Contract were sent to the City

directly from Zeier Consulting for payment. If expenses were incurred during a quarter, the invoice would include a list of the expense incurred. The invoices submitted were paid in full. As a result, Zeier Consulting received \$76,845.00 in overpayments from the City.

The issue appears to be the quarterly invoices submitted were not submitted on a consistent, quarterly basis. As demonstrated in Exhibit C, the spacing of the quarterly invoices ranged from 63 days to as much as 126 days. When asked about this lack of consistency, Mr. Zeier offered that Zeier Consulting did not have an accounting or bookkeeping program at the time, and the invoices were generally sent out when he remembered. Mr. Zeier denied any deceptive intent in Zeier Consulting's invoices and/or invoicing procedures, and indicated it was largely an organization issue. Mr. Zeier confirmed Zeier Consulting has since purchased a bookkeeping program.

#### CONCLUSION

In regards to the \$76,845.00 overpayments under the Second Contract, there does not appear to be any evidence of intent by Zeier Consulting or its principal, Steve Zeier, to deceive or defraud the City. There has been no evidence of wrongful intent by Zeier Consulting in submitting its invoices. We found no evidence demonstrating a wrongful intent to deceive the City or SBURA.

In order to prove fraud [a party] must prove all of its nine elements.

The elements are:

1. a representation;
2. its falsity;
3. its materiality;
4. speaker's knowledge of the falsity or ignorance of its truth;
5. speaker's intent that the representation be relied upon;
6. hearer's ignorance of the falsity;
7. hearer's reliance on the representation;
8. hearer's right to rely on the representation; and
9. hearer's consequent and proximate injury caused by the reliance.

*Batten v. Watts Cycle & Marine, Inc.*, 240 Mont. 113, 117, 783 P.2d 378, 380–81 (1989).

In the context of fraud, specific intent is required. *Franks v. Kindsfather*, 2005 MT 51, ¶ 17, 326 Mont. 192, 108 P.3d 487 (common law fraud requires the “speaker's knowledge of the representation's falsity” and “intent that the representation should be acted upon”). One who willfully deceives another with intent to induce that person to alter the person's position to the person's injury or risk is liable for any damage that the person suffers. Mont. Code Ann. § 27-1-712(1).

The evidence does not substantiate an intent to deceive or a willful intent to defraud. Zeier Consulting's conduct in invoicing appear to be the by-product of negligence and disorganization. The invoices range of 63 days difference to 126 days difference is indicative of poor record keeping and processing.

### **C. Expense Reimbursement**

The Second Contract specifically provides related to expense reimbursement:

SBURA agrees to reimburse CONSULTANT for printing or travel costs. Any reimbursement for printing or travel costs will be reimbursed to CONSULTANT at actual incurred cost. Reimbursements will be itemized and included on the appropriate quarterly invoice.

Second Contract, § 6.

Mr. Zeier stated that generally in the beginning of the calendar year, he presented to the SBURA Board a number of national conferences he could attend and he and the Board would determine which conferences he should attend based on what budget they determined at that time. Mr. Zeier would report to the Board after each conference as to how the conference went and what he learned. Mr. Handley confirmed the representations made by Mr. Zeier as to the travel and related expenses. Both Mr. Zeier and Mr. Handley acknowledged that receipts for the expense reimbursement requests related to this travel were not provided to the SBURA Board.

Further inquiry was made into specific reimbursement requests during Mr. Zeier's interview. Specifically, the per diem rate was not consistent- sometimes \$35/day and as much as \$75/day; a flight to Salt Lake City during the first quarter of 2016 seemed particularly high- \$1,093.11; and travel related to "Councilman Hunsaker Project Meeting." Mr. Zeier stated that the per diem rate was based on the rate provided for the City where the conference was located. He also clarified that the higher expense for a flight to Salt Lake City was due to extenuating circumstances requiring a change to the itinerary and related change fee. This change was supported by the receipts provided by Mr. Zeier. Mr. Zeier further clarified that the Councilman Hunsaker Project Meeting was related to a pool project, but the travel did not occur and he acknowledged Zeier Consulting owes the City \$704.50 for that travel expense. Additionally, Mr. Zeier stated another travel expense related to Four Corners did not occur and was erroneously billed. Mr. Zeier acknowledged that Zeier Consulting owes the City for that expense as well. In total, Zeier Consulting owes the City \$1,509.87 in erroneously billed travel expenses.

### CONCLUSION

Based on the above information, the travel reimbursement requests are sufficiently supported, except for the "Councilman Hunsaker Project Meeting" for which \$704.50 that was paid to Zeier Consulting is added to the reimbursement

amount for the total amount overpaid to Zeier Consulting. Both Mr. Zeier and Mr. Handley stated that Mr. Zeier received pre-approval from the SBURA Board for the travel expenses. In the future, SBURA should request and retain receipts and supporting documentation for these travel reimbursements. SBURA should also forward any approved requests for reimbursements to the City, with the explanation that it has reviewed the request and it was approved.

**D. Conflict of Interest in Purchase of Popelka Property.**

On October 3, 2018 the City purchased real property from Popelka Enterprises, LLC for \$934,500. The proposed sales price had been \$1,250,000. The City obtained two appraisals and a review of each appraisal. Based upon the appraisals and their subsequent review, the sales price was lowered \$315,500. The City also obtained a Phase I Environmental Assessment of the subject property. The City realized significant savings in connection with this purchase by following its standard procedures.

The City was represented by real estate broker Mike Walker of NAI Business Properties. Mr. Walker has acted as a real estate broker for the City of Billings on other properties. The seller was represented by George Warmer and Blaine Poplar of Coldwell Banker Commercial.

Early on, both Mr. Zeier and SBURA believed that SBURA was going to be the purchaser of the real property. Carolyn Ruckstad stated that she believed that Mr. Zeier was acting as SBURA's consultant and not as a licensed real estate agent. There was no signed agreement between Mr. Zeier and SBURA regarding his employment as a real estate agent.

Mr. Zeier acted to further the objectives of SBURA and the acquisition and development of this property by the City. Ultimately, the sales transaction did not directly involve SBURA. The City was represented in the transaction by Mike Walker and NAI, not Steve Zeier. However, Mr. Zeier did receive a fee from NAI and/or Mike Walker in connection with the City's acquisition of the real property.

George Warmer, Mike Walker, Carolyn Rukstad and Tim Filz (attorney for Popelka) all stated that they did not believe that Steve Zeier had a conflict of interest in connection with the City's purchase of the subject property. At the time of the transaction, Mr. Zeier was not an employee of the City of Billings and was not acting in any capacity on behalf of the City of Billings. He was not acting as a member of any City board or commission and he was not an elected official. Accordingly, he would not have been bound by the code of ethics adopted by the City.

## CONCLUSION

The allegation that Zeier Consulting and Mr. Zeier had a conflict of interest with respect to the City's real estate acquisition could not be substantiated.

## **IV. RECOMMENDATIONS**

Regarding the First Contract, there is substantial evidence that the payments made to Zeier Consulting under the contract were consistent with the contracting Parties' intent.

Related to the Second Contract, it appears Zeier Consulting was overpaid \$78,354.87. Which amount is a combination of improperly requested quarterly payments and travel expense reimbursements which were later cancelled. This amount is in the process of being repaid and is anticipated to be repaid in full by June 2019. There is no evidence that Mr. Zeier knowingly and purposefully acted with the intent to deceive. It appears that the payments were improperly requested, and payment was made on them upon receipt. At the time, Zeier Consulting was not utilizing any accounting or bookkeeping programing or a firm to ensure that invoices were sent out timely and appropriately. The clear terms of the Second Contract placed the burden on Zeier Consulting to "provide SBURA an invoice each quarter, beginning January 1 of each year, for the proportionate amount."

The investigation did not establish that Zeier Consulting or Steve Zeier had an intent to deceive or defraud SBURA or the City.

It is further recognized that there was a lack of oversight concerning the Second Contract payments, including the requests for expense reimbursements. There was no review by SBURA on the quarterly invoices for the contract amount or requests for expense reimbursements, including collection and review of receipts. Testimony received indicated that a budget for travel and associated travel expenses were approved by SBURA at the beginning of the calendar year. However, SBURA failed to approve the expenses after they were incurred, and prior to their submittal to the City for reimbursement.

Regarding the City's purchase of the Popelka Property, there is no support for the alleged conflict of interest. According to Sam Handley, Steve Zeier explained his representation of SBURA for the purchase of the property was a different hat, and his actions in that regard would be distinct and different from his consulting position with SBURA. Additionally, because the City was the ultimate purchaser of the Popelka Property, and Mr. Zeier was not an employee of the City, he was not bound by the City's adopted code of ethics.

Further Recommendations:

Steve Zeier confirmed he has since purchased an accounting and bookkeeping program to assist in Zeier Consulting's record keeping and invoicing. According to SBURA, it now again, receives the invoices from Zeier Consulting for approval, SBURA reviews the invoices and then submits them to the City for payment. When submitted to the City, they are sent to the attention of Andy Zoeller, the City's Finance Director, to process for payment. Mr. Zoeller is aware of the overpayment issues that occurred and efforts have been made by the City to include Zeier Consulting as a vendor in the City's payment program to more easily and readily track payments made to Zeier Consulting.

The City has a policy in place related to travel expense reimbursements, that set forth the requirement for written pre-approval, a set per-diem rate for in-state (\$40/day) and out-of-state (\$50/day), and the requirement that the employee requesting reimbursement provide supporting documentation. If SBURA or other TIF Districts wish to provide for expense reimbursement, we would encourage the adoption of a policy with similar reimbursement terms as these identified from the City's policy.

The City may reconsider how it treats all of the TIF Districts, specifically, the amount of authority and the role of each of these boards and whether they

should all be treated the same. It is our understanding the MOUs for each TIF District are currently being negotiated. MOUs with identical terms for all TIF Districts would be beneficial for both consistency and simplicity purposes. For example, SBBURD does not currently have its own checking account. It is our understanding the other TIF Districts have their own checking accounts. For consistency purposes and to allow for similar terms in the MOUs as to TIF District expenditures, the City might consider requiring all TIF Districts to either have a checking account or not.

The City may want to mandate that TIF Districts be required to follow City policies on expense reimbursements (pre-approval and receipt documentation) and other City policies related to expenditures. To ensure that City policies are being followed as it relates to taxpayer money. An additional consideration might be including in the MOUs with the TIF Districts that any expenses to be paid directly by the City will not be processed for payment unless the expense is submitted through the TIF District's Board with a statement that it has reviewed the expense request and approves. Other terms the MOUs with the TIF Districts should include are insurance requirements for the District and indemnification language.

Another consideration is whether the City wants to take over more organizational and record keeping duties for the TIF Districts within the City's administrative offices. It is our belief these TIF District boards are public entities

subject to compliance with open meeting laws and document retention. considering bringing some of these consulting functions into the City's offices. This would provide additional oversight functions of the City and may also result in some cost savings.

If the TIF Districts continue to employ outside consultants or independent contractors, the services contract should include clauses for insurance, including liability and workmen's compensation insurance. The TIF Districts should also take steps to ensure the consultants and/or independent contractors have an independent contractor's certificate from the State.

4830-5463-2851, v. 1

Exhibit A

**INVESTIGATIVE STEPS:**

Our office received and reviewed:

January 2014 SBURA agreement with Zeier Consulting

December 1, 2015 SBURA agreement with Zeier Consulting

SBURA Board Minutes

Zeier Consulting Invoices

Documents produced and created by Kevin Nelson

2/13/19 Memorandum of Andy Zoeller

Receipts and/or bank statements provided by Zeier Consulting

Two Appraisals and Review of Appraisals

Environmental Phase I Assessment Contract

Environmental Phase I Assessment Report

Signed Buy/Sell

Minutes for Sept. 10, 2018 CC Meeting when Popelka Property Purchased

Closing Documents – Title Insurance and Warranty Deed



The following individuals were interviewed:

Kevin and Lori Nelson

Steven Zeier

Carolyn Rukstad

Pat Weber

Bruce McCandless

Wyeth Friday

George Warmer

Mike Walker

Tim Filz

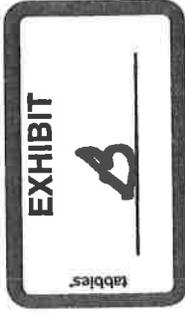
Andy Zoeller

Kevin Iffland

Sam Handley

**Exhibit B Invoices and Payments Made Under First Contract**

Invoice #	Date	hours	rate	total	Calendar Month	Date Paid	desc.	days between inv.
1401	2/4/2014	32.5		85 \$ 2,762.50	January-14	2/18/2014	Jan. 2014	
1402	3/10/2014	34.75		85 \$ 2,953.75	February-14	3/24/2014	Feb. 2014	34
1403	4/2/2014	46		85 \$ 3,910.00	March-19	4/7/2014	Mar. 2014	23
1404	5/6/2014	30.5		85 \$ 2,592.50	Apr. 2014	5/12/2014	Apr. 2014	34
1405	6/2/2014	35		85 \$ 2,975.00	May-14	6/9/2014	May-14	27
1406	6/30/2014	35.5		85 \$ 3,017.50	June-14	7/14/2014	June-14	28
1407	7/31/2014	39.5		85 \$ 3,357.50	July-14	8/4/2014	Jul. 2014	31
1408	9/2/2014	33.75		85 \$ 2,868.75	Aug. 2014	9/8/2014	Jul. 2014	33
1409	10/9/2014	39.25		85 \$ 3,336.25	Sept. 2014	10/14/2014	Sept. 2014	37
1410	11/4/2014	40.5		85 \$ 3,442.50	Oct. 2014	11/10/2014	Sept. 2014	26
1412	12/2/2014	44.5		85 \$ 3,782.50	Nov. 2014	12/8/2014	Sept. 2014	28
1501	1/6/2014	48.25		85 \$ 4,101.25	Dec. 2014	1/12/2015	Dec. 2014	35
1502	2/2/2015	45.5		85 \$ 3,867.50	Jan. 2015	2/23/2015	Jan. 2015	27
1503	3/3/2015	44.25		85 \$ 3,761.25	Feb. 2015	3/9/2015	Feb. 2015	29
1504	4/1/2015	46.5		85 \$ 3,952.50	Mar. 2015	4/13/2015	Feb. 2015	29
1505	5/5/2015	39		85 \$ 3,315.00	Apr. 2015	5/11/2015	Apr. 2015	34
1506	6/3/2015	41.5		85 \$ 3,527.50	May-15	6/8/2015	May-15	29
1507	7/1/2015	46.75		85 \$ 3,973.75	June-15	7/13/2015	Jun. 2015	28
1508	8/4/2015	45.75		85 \$ 3,888.75	July-15	8/10/2015	Jul. 2015	34
1509	9/1/2015	50.25		85 \$ 4,271.25	Aug. 2015	9/8/2015	Aug. 2015	28
1510	9/30/2015	56.25		85 \$ 4,781.25	Sept. 2015	10/5/2015	Sept. 2015	29
1511	10/28/2015	59.75		85 \$ 5,078.75	Oct. 2015	11/2/2015	Sept. 2015	28



**Exhibit C Invoices and Payments Made Under Second Contract**

Invoice #	Date	Installment Amount	Expense Reimburs.	Fiscal Quarter	Calendar Quarter	Date Paid	quarter	days between inv.	Receipts dif	Zeier desc.	printing expense
1512	12/2/2015	\$ 25,615.00		2Q 2016	4Q 2015 (pro-rate)	12/7/2015	Nov.-Dec. 2015			"4Q 2015"	
1601	1/4/2016	\$ 38,422.50		3Q 2016	1Q 2016	1/11/2016	Jan.-Mar. 2016	33		"1Q 2016"	
1602	3/23/2016	\$ 38,422.50	\$ 3,498.67	4Q 2016	2Q 2016	3/28/2016	Apr.-Jun. 2016	78	\$ 40.87	"2Q 2016"	338.84
1603	6/15/2016	\$ 38,422.50	\$ 1,872.44	1Q 2017	3Q 2016	6/20/2016	Jul.-Sep. 2016	84		"3Q 2016"	
1701	9/21/2016	\$ 38,422.50	\$ 1,520.22	2Q 2017	4Q 2016	9/27/2016	Oct.-Dec. 2016	98		"1Q FY17"	
1702	12/14/2016	\$ 38,422.50		3Q 2017	1Q 2017	12/19/2016	Jan. - Mar. 2017	84		"1Q FY17"	
1703	3/8/2017	\$ 38,422.50		4Q 2017	2Q 2017	3/13/2017	Apr. - Jun. 2017	84		"3Q FY17"	
1704	5/16/2017	\$ 38,422.50	\$ 1,116.35	1Q 2018	3Q 2017	5/22/2017	Jul.- Sep. 2017	69		"4Q FY17"	
1801	8/16/2017	\$ 38,422.50	\$ 5,199.15	2Q 2018	4Q 2017	8/21/2017	Oct.-Dec. 2017	92		"1Q FY18"	1364.56
1802	11/1/2017	\$ 38,422.50	\$ 72.80	3Q 2018	1Q 2018	11/6/2017	Jan. - Mar. 2018	77		"2Q FY18"	72.8
1803	1/3/2018	\$ 38,422.50	\$ 2,154.50	4Q 2018	2Q 2018	1/8/2018	Apr.-Jun. 2018	63	\$ 764.50	"	
1804	3/8/2018	\$ 38,422.50	\$ 2,698.23	1Q 2019	3Q 2018	3/12/2018	Jul.-Sep. 2018	64	\$ 704.50	"	
1901	7/1/2018	\$ 38,422.50		2Q 2019	4Q 2018	7/16/2018	Oct.-Dec. 2018	115		"	
1902	9/13/2018	\$ 38,422.50	\$ 916.00	3Q 2019	1Q 2019	9/17/2018	Jan.-Mar. 2019	74		"	
1903	12/5/2018	\$ 25,615.00	\$ 1,434.90	4Q 2019	2Q 2019 (pro-rate)	12/10/2018	Apr.-May 2019	83		"	
									\$ 1,509.87		

Contract was from 11/1/15 through 11/30/18

Invoice 1901 was an overpayment of \$12,807.50; Invoices 1902 and 1903 were overpayments in full.

total consulting overpayment of **\$76,845.00**

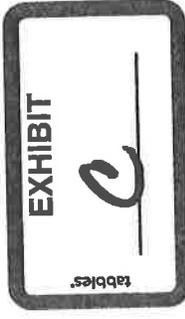
total expense overpayment of **\$1,509.87**

**Total overpayment of \$78,354.87**

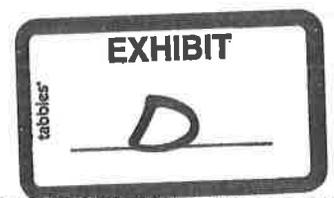
12807.5

76,845.00

78,354.87



	Orlando	Salt Lake City
Flight	\$669.57	\$1,093.11
Hotel	\$354.39	\$116.73
Transportation	\$110.46	\$100.57
Per Diem (\$35/day)	\$140.00	\$70.00
ICSC Conf fees	\$315.00	\$190.00
	\$1,589.42	\$1,570.41
	\$3,159.83	





Steve Zeier <stevezeier@gmail.com>

### Your Flight Receipt - STEVEN PATRICK ZEIER 10FEB16

Delta Air Lines <DeltaAirLines@e.delta.com>  
Reply-To: Delta Air Lines <support-b8rxzvbfpayqkqzqx8kqqcma470u@e.delta.com>  
To: stevezeier@gmail.com

Tue, Jan 5, 2016 at 10:31 PM



Hello, **STEVEN PATRICK**

SkyMiles® #\*\*\*\*\*726 >

Your Trip Confirmation #: **GQ6AYX**

[MANAGE MY TRIP >](#)

**Wed, 10FEB**

DELTA 1578  
MAIN CABIN (X)

**DEPART**

BILLINGS, MT  
1:32pm

**ARRIVE**

MPLS-ST PAUL  
4:35pm

DELTA 1611  
MAIN CABIN (X)

MPLS-ST PAUL  
7:42pm

ORLANDO INTL, FL  
11:54pm

**Sat, 13FEB**

DELTA 1999  
MAIN CABIN (H)

**DEPART**

ORLANDO INTL, FL  
7:15am

**ARRIVE**

SALT LAKE CITY  
10:13am

DELTA 4448\*  
MAIN CABIN (H)

SALT LAKE CITY  
11:04am

BILLINGS, MT  
12:35pm

\*Flight 4448 Operated by SKYWEST DBA DELTA CONNECTION

**RESTRICTED HAZARDOUS ITEMS**

To ensure the safety of our customers and employees, Delta no longer accepts **hoverboards or any lithium battery powered self-balancing personal transportation devices** on board its aircraft. These items are prohibited as both carry-on and checked baggage.

**Spare batteries for other devices, fuel cells, and e-cigarettes** are permitted in carry-on baggage only. If your carry-on bag contains these items and is gate checked, **they must be removed and carried in the cabin**. Further information and specific guidelines regarding restricted items can be found here.

**Passenger Info**

NAME	FLIGHT	SEAT
	DELTA 1578	16A

STEVEN PATRICK ZEIER  
SkyMiles #\*\*\*\*\*726

DELTA 1611 26E  
DELTA 1999 24F  
DELTA 4448 15A

Visit [delta.com](http://delta.com) or use the Fly Delta app to view, select or change your seat.  
If you purchased a Trip Extra, please visit My Trips to access a receipt of your purchase.

## Flight Receipt

Ticket #: 0062330404982  
Place of Issue: Delta.com  
Ticket Issue Date: 05JAN16  
Ticket Expiration Date: 05JAN17

## METHOD OF PAYMENT

VI\*\*\*\*\*0745

**\$628.70 USD**

## CHARGES

### Air Transportation Charges

Base Fare \$546.97 USD

### Taxes, Fees and Charges

United States - September 11th Security \$11.20 USD

Fee(Passenger Civil Aviation Security Service Fee) (AY)

United States - Passenger Facility Charge (XF) \$13.50 USD

United States - Flight Segment Tax (ZP) \$16.00 USD

United States - Transportation Tax (US) \$41.03 USD

## TICKET AMOUNT

**\$628.70 USD**

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

Fare Details: BIL DL X/MSP DL ORL174.88XAVSH3MC DL X/SLC DL BIL372.09HAUNA0MQ USD546.97END ZP  
BILMSPMCO4.SLC XF MSP4.5MCO4.5SLC4.5

## Checked Bag Allowance

The fees below are based on your original ticket purchase. **If you qualify for free or discounted checked baggage**, this will be taken into account when you check in.

Wed 10 Feb 2016

DELTA: BIL MSP



## Letter of Confirmation

January 30, 2016

Steven Patrick Zeier  
Po Box 21462  
Billings MT 59102

Dear Steven Patrick Zeier,

Thank you for choosing Allianz Global Assistance to protect your travel investment.

Please make sure you read this *Letter of Confirmation*, your enclosed *Certificate of Insurance*, and any other attached documents, including riders or other forms carefully. Because the *Certificate of Insurance* may describe coverage not included in your plan, be sure to look at all of the documents to understand your specific coverage. Contact us immediately if you think there is a mistake in your *Letter of Confirmation*.

We recommend that if you are traveling for your event, you take copies of these documents with you. If you did not receive a *Certificate of Insurance*, or would like another copy, please call 1-800-284-8300.

### Information About Your Plan

Name of your plan: Trip Protector  
 Policy identification number: EUSP2066489425

Number of people insured: 1  
 Who it insures: Steven Patrick Zeier

Date of purchase: January 30, 2016  
 Plan effective date: January 31, 2016  
 Travel dates: February 17, 2016 - February 20, 2016

Total cost for all travelers: \$40.87  
 Amount paid: \$40.87

Changes to your travel plans may require changes to your coverage. If your plans change please contact Allianz Global Assistance.

Thanks again for purchasing a travel insurance plan from Allianz Global Assistance. Have a safe and pleasant trip!

Sincerely,

Mark Henson  
Vice President of Travel Operations



We will refund your insurance premium if you cancel your plan within 10 days of purchase and you haven't started your trip or filed a claim.

Form No. 101-LOC-XX-02 12-14

Please detach the card to the right, fold, and carry with you.



Name: Steven Patrick Zeier  
Policy No.: EUSP2066489425

### Emergency Assistance Card

**For emergency assistance during your trip call:**  
1-800-419-8016 1-804-281-5700  
(From U.S.) (Outside the U.S.) / (Collect)

**For benefit information call:**  
1-800-419-8016  
(From U.S.)

**To modify your policy or file a claim, please visit:**  
<http://www.etravelprotection.com/deltausa>  
9950 Mayland Drive, Richmond, VA 23233

Your plan includes the following coverage, up to the limits shown. Please see your *Certificate of Insurance* for information about how our insurance works.

Benefit	Coverage Limits*
Baggage Delay Coverage	\$250.00
Trip Cancellation Protection	\$621.70
Travel/Trip Delay Coverage	\$500.00
Trip Interruption Protection	\$932.55

\*USD per person unless noted otherwise

### Please Note

- Your plan includes Existing Medical Condition Coverage.
- California residents: We are doing business in California as Allianz Global Assistance Insurance Agency, License # 0B01400.
- AGA Service Company is the licensed producer and administrator for this plan.
- Insurance coverage is provided under Form No. 101-C-XX-02-102 issued by Jefferson Insurance Company.



Steve Zeier <stevezeier@gmail.com>

## Reservation Confirmation for Wednesday, Feb 10, 2016

Quality Inn & Suites <yourstay@choicehotels.com>  
Reply-To: ihelp@choicehotels.com  
To: stevezeier@gmail.com

Mon, Feb 8, 2016 at 11:22 PM

ChoiceHotels.com

[View in a browser](#)



Hello, Steven Zeier  
Member #: SXZ6969  
[View Account](#)



Dear Steven Zeier,

Quality Inn & Suites

We're pleased to confirm your upcoming stay at the Quality Inn & Suites, Orlando, FL. Below is information about your stay to help you prepare for your trip.

**See you soon!**

**Name:** Steven Zeier  
**Confirmation Number:** 80558154  
**Reservation Status:** Reserved  
**Check In:** Wednesday, Feb 10, 2016 (3:00 PM)  
**Check Out:** Saturday, Feb 13, 2016 (11:00 AM)  
**Number of Rooms:** 1

**Quality Inn & Suites**  
5635 Windhover Drive,  
Orlando, FL, US, 32819  
+1 (407) 370-5100

[View Reservation Details](#)

[Make Another Reservation](#)



### GET YOUR MONEY'S WORTH

At Quality hotels, you get real value for your hard-earned money. Our "Value Qs" assure you get your money's worth, so you can relax and focus on the people and experiences you came for.

**More about Quality®**

**Name:** Steven Zeier  
**Confirmation Number:** 80558154  
**Reservation Status:** Reserved  
**Check In:** Wednesday, Feb 10, 2016 (3:00 PM)  
**Check Out:** Saturday, Feb 13, 2016 (11:00 AM)  
**Rate Program:** Best Available Rate - This rate is eligible for **Choice Privileges®** points.



**Was this information Helpful?**  
**How can we do better?**  
[letusknow@choicehotels.com](mailto:letusknow@choicehotels.com)

**Cancellation Deadline:** If you need to change or cancel this reservation, you may do so up until Tuesday, Feb 9, 2016 before 4:00 PM hotel time. The reservation cannot be cancelled through email.

Room Description	Max Room Occupancy	Adult(s)	Children	Extra Bed	Nightly Rate
<b>1 Queen Bed, No Smoking</b> In-Room Coffee Maker, In-Room Safe, Iron&Ironing Board, Hair Dryer, Cable/Satellite TV, Free Wireless High Speed Internet Access, Non-Smoking Rooms Available, Individual A/C&Heat, Phone for Hearing Impaired, Free Local Calls	2 persons / 3 persons with extra bed	1		None	Feb 10, 2016 for 2 nights <b>\$89.00 (per night)</b>
					Feb 12, 2016 for 1 night <b>\$129.00</b>

<p><b>Cancellation Deadline:</b> If you need to change or cancel this reservation, you may do so up until Tuesday, Feb 9, 2016 before 4:00 PM hotel time. The reservation cannot be cancelled through email.</p>	<p>Sub Total: \$307.00                      *Estimated Tax and Other Charges: \$47.38  <b>Estimated Total: \$354.38</b>                      (US Dollar)</p>
--	--

**Guarantee Policy**

Your room will be held until 7:00 AM the morning following your scheduled arrival date. If you do not arrive and do not cancel your reservation by the cancellation deadline, your credit card will be charged 1 night's stay plus tax.

Reservations may be changed or cancelled, without a charge, via one of the following methods:

- From our **View/Change/Cancel Reservation** page.
- By calling our **Reservations Center** - in the U.S. or Canada and giving them your confirmation number.
- By calling the hotel directly.



Steve Zeier <stevezeier@gmail.com>

## SuperShuttle Reservation Confirmation 1801685

SuperShuttle <reservations@supershuttle.com>  
To: Stevezeier@gmail.com

Tue, Feb 9, 2016 at 10:51 PM



### Confirmation

Dear Steven Zeier,  
Below is a summary of your confirmed service with SuperShuttle. This information is for your records. No additional action is necessary.

<b>Arrival itinerary (From the airport)</b>	
<b>Confirmation Number:</b>	1801685
Your reservation from the airport will help SuperShuttle better serve you and expedite your travel. Due to airport security, traffic conditions and other travel variables, your reservation does not mean there will be a van waiting for you at the curb.	
<b>Airport:</b>	MCO - ORLANDO AIRPORT FL
<b>Airline:</b>	DELTA AIR LINES
<b>Flight #:</b>	1611
<b>Flight Date/Time:</b>	Wednesday, February 10, 2016 11:54 PM
<b>Drop Off:</b>	QUALITY INN-UNIVERSAL STUDIOS 5635 WINDHOVER DR ORLANDO, FL 32819 1 (406) 670-6969
<b>Passengers:</b>	1
<b>Service Type:</b>	SHARED RIDE VAN SERVICE (UP TO 10 PASSENGERS IN PARTY)
<b>Fare:</b>	\$18.00
<b>Tip:</b>	\$3.60

**Arrival itinerary (From the airport)**  
**Total:** **\$21.60**

**Special Instructions**  
Advance reservations are required. Upon arrival, follow the signs to the baggage claim and collect your luggage. Dial 1 (407) 513-0230 to speak with local dispatch and coordinate pick-up. NOTE: Because it is a shared ride service, your driver may also be meeting other passengers before loading the vehicle. If for any reason you are unable to connect with your driver, please call the number above for further assistance.



**Billing**  
**Payment Method:** PREPAID CREDIT CARD  
**Card type:** VISA

**Thank you for using SuperShuttle!**

We value your safety. Please wear your seatbelt during your ride with us.

To cancel your reservation,  
click [\[here\]](#).

To review our change / cancellation policies, click [\[here\]](#).

[Contact](#) | [Terms](#) | [Privacy](#)





Steve Zeier <stevezeier@gmail.com>

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## Your Saturday morning trip with Uber

---

**Uber Receipts** <receipts@uber.com>  
To: [steve@zeierconsulting.com](mailto:steve@zeierconsulting.com)

Sat, Feb 13, 2016 at 3:33 AM

FEBRUARY 13, 2016

Thanks for choosing Uber, Steven



- 05:13am  
5635 Windhover Dr, Orlando, FL
- 05:33am  
Main Building, 9300 Jeff Fuqua Blvd, Orlando, FL

CAR	MILES	TRIP TIME
UberSELECT	17.96	00:19:47

FARE BREAKDOWN

Base Fare	3.00
Distance	29.64
Time	5.93
<b>Subtotal</b>	<b>\$38.57</b>
SR 528 (Beachline Expressway) - Airport Mainline Plaza Toll (?)	1.25
SR 528 (FL Turnpike) - Beachline West Mainline Plaza Toll (?)	1.00
Safe Rides Fee (?)	1.85

CHARGED  
 Personal \*\*\*\* 0745 **\$42.67**



RATE YOUR DRIVER



Uber Support  
 Contact us with questions about your trip.  
 Leave something behind? [Track it down.](#)



Free Rides  
 Share code: stevenz941ue





Steve Zeier <stevezeier@gmail.com>

---

## Your Thursday afternoon trip with Uber

---

**Uber Receipts** <receipts@uber.com>  
To: [steve@zeierconsulting.com](mailto:steve@zeierconsulting.com)

Thu, Feb 11, 2016 at 3:16 PM

FEBRUARY 11, 2016

Thanks for choosing Uber, Steven



- 
**05:11pm**  
 6300 Hollywood Way, Orlando,  
 FL
- 
**05:16pm**  
 5635 Windhover Dr, Orlando, FL

CAR	MILES	TRIP TIME
UberSELECT	1.77	00:05:00

FARE BREAKDOWN

Base Fare	3.00
Distance	2.91
Time	1.50
\$11.00 Minimum	1.74
<b>Subtotal</b>	<b>\$9.15</b>
Safe Rides Fee (?)	1.85

CHARGED  
 Personal \*\*\*\* 0745 **\$11.00**



You rode with Eduardo

RATE YOUR DRIVER



**Uber Support**  
 Contact us with questions about your trip.  
 Leave something behind? [Track it down.](#)



**Free Rides**  
 Share code: stevenz941ue





Steve Zeier <stevezeier@gmail.com>

---

**Your Thursday afternoon trip with Uber**

---

**Uber Receipts** <receipts@uber.com>  
To: [steve@zeierconsulting.com](mailto:steve@zeierconsulting.com)

Thu, Feb 11, 2016 at 12:34 PM

FEBRUARY 11, 2016

Thanks for choosing Uber, Steven

CAR	MILES	TRIP TIME
uberX	2.93	00:23:07

FARE BREAKDOWN	
Base Fare	33.34
Distance	4.90
Time	23.07
<b>Subtotal</b>	<b>\$33.34</b>
Safe Rides Fee (?)	1.85

CHARGED  
 Personal \*\*\*\* 0745 **\$35.19**

**\$30.07**



You rode with Paulo

RATE YOUR DRIVER



Uber Support  
 Contact us with questions about your trip.  
 Leave something behind? [Track it down.](#)



Free Rides  
 Share code: stevenz941ue





Steve Zeier <stevezeier@gmail.com>

**ICSC Transaction Acknowledgement - VRN Spring Outlet Deal Making**

registrations@icsc.org <registrations@icsc.org>  
To: steve@zeierconsulting.com

Mon, Feb 1, 2016 at 8:41 AM



1221 Avenue of The Americas, New York, NY 10020-1099  
Phone: +1 646 728 3800 Fax: +1 732 694 1800

**Meeting Confirmation**

ID: 1650805  
Steven P. Zeier  
Principal  
Zeier Consulting, LLC  
PO Box 21462  
Billings, MT 59102  
UNITED STATES  
Registration Confirmation Number: 2169169

You registered for the following on 1 February, 2016:

**VRN Spring Outlet Deal Making**  
11 - 12 February, 2016

Loews Royal Pacific  
6300 Hollywood Way  
Orlando  
FL, 32819

Function	Quantity	Rate	Amount
Full Program	1	\$315.00	\$315.00
		Total:	\$315.00
		Payments:	\$315.00
		Card Type: VISA	
		Card #: *****0745	
		Balance:	\$0.00

Notes:  
Cancellations: All cancellations are subject to a \$25 cancellation fee. No refunds will be given for cancellations received after February 04, 2016. All requests for refunds must be received by ICSC in writing



Steve Zeier <stevezeier@gmail.com>

### Your Flight Receipt - STEVEN PATRICK ZEIER 17FEB16

1 message

Delta Air Lines <DeltaAirLines@e.delta.com>  
Reply-To: Delta Air Lines <support-b8t16tpbfpayqkazuqx8kqqcma4758@e.delta.com>  
To: stevezeier@gmail.com

Sat, Jan 30, 2016 at 2:03 PM



Hello, STEVEN PATRICK

SkyMiles® #\*\*\*\*\*726 >

Your Trip Confirmation #: GOHZDL

MANAGE MY TRIP >

**Wed, 17FEB**

**DEPART**

**ARRIVE**

DELTA 4448\*  
MAIN CABIN (X)

BILLINGS, MT  
1:04pm

SALT LAKE CITY  
2:30pm

**Sat, 20FEB**

**DEPART**

**ARRIVE**

DELTA 4448\*  
MAIN CABIN (X)

SALT LAKE CITY  
11:04am

BILLINGS, MT  
12:35pm

\*Flight 4448 Operated by SKYWEST DBA DELTA CONNECTION

\*Flight 4448 Operated by SKYWEST DBA DELTA CONNECTION

**RESTRICTED HAZARDOUS ITEMS**

To ensure the safety of our customers and employees, Delta no longer accepts **hoverboards or any lithium battery powered self-balancing personal transportation devices** on board its aircraft. These items are prohibited as both carry-on and checked baggage.

**Spare batteries for other devices, fuel cells, and e-cigarettes** are permitted in carry-on baggage only. If your carry-on bag contains these items and is gate checked, **they must be removed and carried in the cabin.** Further information and specific guidelines regarding restricted items can be found here.

**Passenger Info**

NAME	FLIGHT	SEAT
STEVEN PATRICK ZEIER	DELTA 4448	14D
SkyMiles #*****726	DELTA 4448	14D

Visit delta.com or use the Fly Delta app to view, select or change your seat. If you purchased a Trip Extra, please visit My Trips to access a receipt of your purchase.

**Flight Receipt**

Ticket #: 0062333024667

Place of Issue: Delta.com

Ticket Issue Date: 30JAN16

Ticket Expiration Date: 30JAN17

**METHOD OF PAYMENT**

VI\*\*\*\*\*0745

**\$621.70 USD****CHARGES****Air Transportation Charges**

Base Fare

\$556.28 USD

**Taxes, Fees and Charges**

United States - September 11th Security

\$11.20 USD

Fee(Passenger Civil Aviation Security Service Fee) (AY)

United States - Passenger Facility Charge (XF)

\$4.50 USD

United States - Flight Segment Tax (ZP)

\$8.00 USD

United States - Transportation Tax (US)

\$41.72 USD

**TICKET AMOUNT****\$621.70 USD**

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

Fare Details: BIL DL SLC278.14UGUNA0MQ/WNUPL DL BIL278.14UGUNA0MQ/WNUPL USD556.28END ZP BILSLC XF SLC4.5

**Checked Bag Allowance**

The fees below are based on your original ticket purchase. **If you qualify for free or discounted checked baggage**, this will be taken into account when you check in.

Wed 17 Feb 2016

DELTA: BIL SLC

Sat 20 Feb 2016

DELTA: SLC BIL

**Transportation of Hazardous Materials**

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in civil penalties. Examples include: Paints, aerosols, lighter fluid, fireworks, torch lighters, tear gases and compressed gas cartridges.

There are special exceptions for small quantities (up to 70 ounces total). For further information visit [delta.com](http://delta.com) Restricted Items Section.

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 We have partnered with The Nature Conservancy to allow you to offset your carbon emissions from this trip. Go to [delta.com/CO2](http://delta.com/CO2) to calculate your CO2 emissions and learn more about offsetting.

**Terms & Conditions**

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

**Checked Bag Allowance**

\*On Delta operated flights, you may carry on one bag and a small personal item at no charge.

Delta One™/First/Business Class weight allowance reverts to 50 lbs for all checked bags beyond regular free allowance.

At the time of check in with Delta, SkyMiles Medallion members, SkyTeam Elite & Elite Plus and active US Military personnel are eligible for fee waivers and other benefits. For more details, visit [delta.com/baggage](http://delta.com/baggage). Basic Cardmembers with a Gold, Platinum, or Reserve Delta SkyMiles Credit Card from American Express are eligible for the first bag fee waiver. More details on the program can be found at [delta.com/firstbagfree](http://delta.com/firstbagfree).

A standard checked bag with Delta may be up to 50 lbs and 62 linear inches (per piece). Additional fees apply for oversize, overweight, and/or additional pieces of checked baggage. Please review Delta's baggage guidelines for details. Weight and size restrictions may vary when checking baggage on carriers other than Delta. Contact with the operating carrier for detailed checked baggage allowances. You must be checked in at the gate by the applicable check-in deadlines or your reservation may be canceled. Please review Delta's check-in requirement guidelines for details. Check-in requirements vary by airline, so if your ticket includes travel on other airlines, please check with the operating carrier.

on your ticket.

Do you have comments about our service? Please email us to share them.

#### **Conditions of Carriage**

Air transportation on Delta and the Delta Connection® carriers is subject to Delta's conditions of carriage. They include terms governing for example:

- Limits on our liability for personal injury or death of passengers, and for loss, damage or delay of goods and baggage.
- Claim restrictions including time periods within which you must file a claim or bring action against us.
- Our right to change terms of the contract.
- Check-in requirements and other rules established when we may refuse carriage.
- Our rights and limits of our liability for delay or failure to perform service including schedule change, substitution of alternative air carriers or aircraft, and rerouting.
- Our policy on overbooking flights, and your rights if we deny you boarding due to an oversold flight.

These terms are incorporated by reference into our contract with you. You may view these conditions of carriage on [delta.com](http://delta.com), or by requesting a copy from Delta.

You have received this email because you elected to receive your Electronic Ticket receipt sent to you via email. If you would like to take advantage of other Delta email programs featuring special fares, promotions, information and flight updates, please visit: [delta.com/emailprograms](http://delta.com/emailprograms) or [delta.com/notifications](http://delta.com/notifications).

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Your privacy is important to us. Please review our Privacy Policy.



Steve Zeier <stevezeier@gmail.com>

### Your Flight Receipt - STEVEN PATRICK ZEIER 17FEB16

1 message

Delta Air Lines <DeltaAirLines@e.delta.com>  
Reply-To: Delta Air Lines <support-b8su6pfbpayqkuzqx8kqqcma47kz@e.delta.com>  
To: stevezeier@gmail.com

Tue, Feb 16, 2016 at 6:45 PM



Hello, STEVEN PATRICK

SkyMiles® #\*\*\*\*\*726 >

Your Trip Confirmation #: **GOHZDL**

[MANAGE MY TRIP >](#)

**Wed, 17FEB**

DELTA 4448\*  
FIRST (P)

**DEPART**

BILLINGS, MT  
1:04pm

**ARRIVE**

SALT LAKE CITY  
2:30pm

**Thu, 18FEB**

DELTA 1284  
MAIN CABIN (H)

**DEPART**

SALT LAKE CITY  
9:55pm

**ARRIVE**

BILLINGS, MT  
11:18pm

\*Flight 4448 Operated by SKYWEST DBA DELTA CONNECTION

**RESTRICTED HAZARDOUS ITEMS**

To ensure the safety of our customers and employees, Delta no longer accepts **hoverboards or any lithium battery powered self-balancing personal transportation devices** on board its aircraft. These items are prohibited as both carry-on and checked baggage.

**Spare batteries for other devices, fuel cells, and e-cigarettes** are permitted in carry-on baggage only. If your carry-on bag contains these items and is gate checked, **they must be removed and carried in the cabin**. Further information and specific guidelines regarding restricted items can be found [here](#).

**Passenger Info**

NAME	FLIGHT	SEAT
STEVEN PATRICK ZEIER	DELTA 4448	04D
SkyMiles #*****726	DELTA 1284	Select Seat

Visit [delta.com](http://delta.com) or use the Fly Delta app to view, select or change your seat. If you purchased a Trip Extra, please visit My Trips to access a receipt of your purchase.

**Flight Receipt**

Ticket #: 0062335390066  
 Place of Issue: Delta.com  
 Ticket Issue Date: 16FEB16  
 Ticket Expiration Date: 30JAN17

**METHOD OF PAYMENT**

VI\*\*\*\*\*0745 **\$ 431.00 USD**

**CHARGES**

**Air Transportation Charges**

Base Fare **\$771.16 USD**

**Taxes, Fees and Charges**

United States - Flight Segment Tax (ZP) **\$8.00 USD**

United States - Passenger Facility Charge (XF) **\$4.50 USD**

United States - September 11th Security **\$11.20 USD**

Fee(Passenger Civil Aviation Security Service Fee) (AY)

United States - Transportation Tax (US) **\$57.84 USD**

**TICKET AMOUNT **\$852.70 USD****

Fare Difference - \$214.88 USD

Taxes, Fees & Charges - \$16.12 USD

Service Charge - \$200.00 USD

**Total Charged - \$ 431.00 USD**

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

Fare Details: BIL DL SLC408.37HAUNA0MQ/WNUPL DL BIL362.79HAUNA0MQ USD771.16END ZP BILSLC XF SLC4.5

**Service Charges and Fees**

Service Charge/Fee #0062335390066

Fees **200.00 USD**

**TOTAL **200.00 USD****

Non-Transferrable. Retain this receipt for your records. The amount above is the total of any nonrefundable service charges or fees paid in conjunction with issuance, exchange or refund of the following tickets/documents, including any direct ticket charge included in the fare you were quoted.

### Checked Bag Allowance

The fees below are based on your original ticket purchase. **If you qualify for free or discounted checked baggage**, this will be taken into account when you check in.

Wed 17 Feb 2016	DELTA: BIL SLC	
CARRY ON	FIRST	SECOND
FREE	FREE	FREE

Thu 18 Feb 2016	DELTA: SLC BIL	
CARRY ON	FIRST	SECOND
FREE	\$25 <sup>USD</sup>	\$35 <sup>USD</sup>

Visit [delta.com](http://delta.com) for details on baggage embargos that may apply to your itinerary.

### Transportation of Hazardous Materials

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in civil penalties. Examples include: Paints, aerosols, lighter fluid, fireworks, torch lighters, tear gases and compressed gas cartridges.

There are special exceptions for small quantities (up to 70 ounces total). For further information visit [delta.com](http://delta.com) Restricted Items Section.

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**Terms & Conditions**

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

#### **Checked Bag Allowance**

\*On Delta operated flights, you may carry on one bag and a small personal item at no charge.

Delta One™/First/Business Class weight allowance reverts to 50 lbs for all checked bags beyond regular free allowance.

At the time of check in with Delta, SkyMiles Medallion members, SkyTeam Elite & Elite Plus and active US Military personnel are eligible for fee waivers and other benefits. For more details, visit [delta.com/baggage](http://delta.com/baggage). Basic Cardmembers with a Gold, Platinum, or Reserve Delta SkyMiles Credit Card from American Express are eligible for the first bag fee waiver. More details on the program can be found at [delta.com/firstbagfree](http://delta.com/firstbagfree).

A standard checked bag with Delta may be up to 50 lbs and 62 linear inches (per piece). Additional fees apply for oversize, overweight, and/or additional pieces of checked baggage. Please review Delta's baggage guidelines for details. Weight and size restrictions may vary when checking baggage on carriers other than Delta. Contact with the operating carrier for detailed checked baggage allowances. You must be checked in at the gate by the applicable check-in deadlines or your reservation may be cancelled. Please review Delta's check-in requirement guidelines for details. Check-in requirements vary by airline, so if your ticket includes travel on other airlines, please check with the operating carrier on your ticket.

Do you have comments about our service? Please email us to share them.

#### **Conditions of Carriage**

Air transportation on Delta and the Delta Connection® carriers is subject to Delta's conditions of carriage. They include terms governing for example:

- Limits on our liability for personal injury or death of passengers, and for loss, damage or delay of goods and baggage.
- Claim restrictions including time periods within which you must file a claim or bring action against us.
- Our right to change terms of the contract.
- Check-in requirements and other rules established when we may refuse carriage.
- Our rights and limits of our liability for delay or failure to perform service including schedule change, substitution of alternative air carriers or aircraft, and rerouting.
- Our policy on overbooking flights, and your rights if we deny you boarding due to an oversold flight.

These terms are incorporated by reference into our contract with you. You may view these conditions of carriage on [delta.com](http://delta.com), or by requesting a copy from Delta.

You have received this email because you elected to receive your Electronic Ticket receipt sent to you via email. If you would like to take advantage of other Delta email programs featuring special fares, promotions, information and flight updates, please visit: [delta.com/emailprograms](http://delta.com/emailprograms) or [delta.com/notifications](http://delta.com/notifications).

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Steve Zeier <stevezeler@gmail.com>

**Best Western - Reservation Confirmation**

1 message

reserv@cs.bestwestern.com <reserv@cs.bestwestern.com>  
To: stevezeler@gmail.com

Tue, Feb 16, 2016 at 11:00 PM



**Reservation Confirmation Number: 308524361**

Your reservation is confirmed. You may also print this page for future reference.

If you need to change or cancel your reservation you can do so within My Account, or call 1-800-780-7234 (United States and Canada) | View Our Worldwide Reservation Numbers.

Hotel Fact Sheet  
 Map & Directions

Add Reservation to Outlook Calendar



**Reservation Summary - Steven Zeier**



**BEST WESTERN PLUS  
CottonTree Inn**  
1030 N 400 E  
North Salt Lake , Utah  
84054-1946, United States  
Phone: 801/292-7666

**Check-in:** 02/17/16 - 3:00 P.M. (15:00)  
**Check-out:** 02/18/16 - 12:00 P.M. (12:00)  
**Total Rooms:** 1  
**Total Occupants:** 1

**Reservation Amount:** \$ 104.36  
**Other Taxes & Fees:** \$ 12.37\*

**Total Stay:** \$ 116.73

\*Taxes and fees shown on this page are estimates based on information provided by the hotel. Additional charges may apply. For more details regarding the taxes and fees, please [Click here](#).

**Room Details**

**Room 1 - 1 King Bed**

**Room Subtotal:** \$ 116.73

**Room Details:** 1 King Bed, Non-Smoking, Sofabed, Refrigerator, 32-Inch Lcd Television, High Speed Internet Access, Full Breakfast

**Total Occupants:** 1  
**Rate:** Best Value (Best Value)

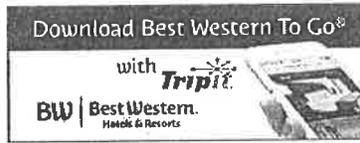
**Room Rate:** \$ 104.36

**Other Taxes & Fees Breakdown (additional charges may apply):** Tax 11.85% \$ 12.37

**Deposit Policy:** The full amount of stay will be charged to your credit card immediately. Taxes may apply. A valid credit card must be presented at check-in.

**Cancellation Policy:** This reservation cannot be cancelled.

**Child Policy:** : Children 17 And Under Are Free In Room With One Paying Adult In Existing Bedding.



Please do not attempt to respond to this message. If you need to change or cancel your reservation, please contact one of our worldwide reservations offices. Cancellation or change requests sent to this email address will not be honored.

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# UBER

## Travel Report for [steve@zeierconsulting.com](mailto:steve@zeierconsulting.com)

February 2016

### Thursday, February 11 at 2:15 PM



ORIGIN  
5635 Windhover Dr, Orlando, FL 32819, USA

DESTINATION  
6000 Universal Blvd, Orlando, FL 32819, USA

CAR TYPE  
uberX

EXPENSE CODE  
---

EXPENSE MEMO  
---

TRIP TOTAL  
**\$35.19**

### Thursday, February 11 at 4:59 PM



ORIGIN  
6300 Hollywood Way, Orlando, FL 32819, USA

DESTINATION  
5635 Windhover Dr, Orlando, FL 32819, USA

CAR TYPE  
UberSELECT

EXPENSE CODE  
---

EXPENSE MEMO  
---

TRIP TOTAL  
**\$11.00**

### Saturday, February 13 at 5:05 AM



ORIGIN  
5635 Windhover Dr, Orlando, FL 32819, USA

DESTINATION  
Main Building, 9300 Jeff Fuqua Blvd, Orlando, FL 32827, USA

CAR TYPE  
UberSELECT

EXPENSE CODE  
---

EXPENSE MEMO  
---

TRIP TOTAL  
**\$42.67**

### Wednesday, February 17 at 5:35 PM



ORIGIN  
1030 N 400 E, North Salt Lake, UT 84054, USA

DESTINATION  
118 W Promontory, Farmington, UT 84025, USA

CAR TYPE  
uberSELECT

EXPENSE CODE  
---

EXPENSE MEMO  
---

TRIP TOTAL  
**\$42.92**

**Wednesday, February 17 at 8:30 PM**



ORIGIN  
Central Ave, Farmington, UT 84025, USA

DESTINATION  
1030 N 400 E, North Salt Lake, UT 84054, USA

CAR TYPE  
All

EXPENSE CODE  
---

EXPENSE MEMO  
---

TRIP TOTAL  
**\$30.07**

**Thursday, February 18 at 8:08 AM**



ORIGIN  
1030 N 400 E, North Salt Lake, UT 84054, USA

DESTINATION  
North153West-North162West W Union Ave, Farmington, UT 84025, USA

CAR TYPE  
All

EXPENSE CODE  
---

EXPENSE MEMO  
---

TRIP TOTAL  
**\$12.67**

**Thursday, February 18 at 6:56 PM**



ORIGIN  
1201 Wilmington Ave, Salt Lake City, UT 84106, USA

DESTINATION  
2224-3798 N Terminal Dr, Salt Lake City, UT 84116, USA

CAR TYPE  
All

EXPENSE CODE  
---

EXPENSE MEMO  
---

TRIP TOTAL  
**\$14.91**



Steve Zeier <stevezeier@gmail.com>

## ICSC Transaction Acknowledgement - Mountain States Idea Exchange

1 message

registrations@icsc.org <registrations@icsc.org>

Mon, Feb 1, 2016 at 8:48 AM

To: steve@zeierconsulting.com



1221 Avenue of The Americas, New York, NY 10020-1099  
Phone: +1 646 728 3800 Fax: +1 732 694 1800

### Meeting Confirmation

ID: 1650805  
Steven P. Zeier  
Principal  
Zeier Consulting, LLC  
PO Box 21462  
Billings, MT 59102  
UNITED STATES  
Registration Confirmation Number: 2169173

You registered for the following on 1 February, 2016:

#### Mountain States Idea Exchange 17 - 18 February, 2016

Station Park  
140 N Union Ave  
Farmington  
UT, 84025 United Sta

Function	Quantity	Rate	Amount
Full Program	1	\$190.00	\$190.00
		Total:	\$190.00
		Payments:	\$190.00
			Card Type: VISA
			Card #: *****0745
		Balance:	\$0.00

**Notes:**

Cancellations- All cancellations will be subject to a \$25 cancellation fee. No refunds will be given for cancellations received after February 10, 2016. All requests for refunds must be received by ICSC in writing

ICSC ReCon  
2016

Flight	\$285.70
Hotel	\$560.32
Transportation	\$156.42
Per Diem (\$60/day)	\$300.00
ICSC Conf fees	\$570.00
	\$1,872.44



Steve Zeier <stevezeier@gmail.com>

### Your Flight Receipt - STEVEN PATRICK ZEIER 21MAY16

1 message

Delta Air Lines <DeltaAirLines@e.delta.com>  
Reply-To: Delta Air Lines <support-b8m506ebfpayqkazuqx8kqqcma474b@e.delta.com>  
To: stevezeier@gmail.com

Mon, Apr 4, 2016 at 9:27 AM



Hello, STEVEN PATRICK

SkyMiles® #\*\*\*\*\*726 >

Your Trip Confirmation #: **GKDIA2**

[MANAGE MY TRIP >](#)

#### Sat, 21MAY

DELTA 1912  
MAIN CABIN (V)

DELTA 1483  
MAIN CABIN (V)

#### Wed, 25MAY

DELTA 2140  
MAIN CABIN (X)

DELTA 2105  
MAIN CABIN (X)

#### DEPART

BILLINGS, MT  
6:30am

SALT LAKE CITY  
8:58am

#### DEPART

LAS VEGAS, NV  
6:20pm

SALT LAKE CITY  
10:00pm

#### ARRIVE

SALT LAKE CITY  
7:44am

LAS VEGAS, NV  
9:18am

#### ARRIVE

SALT LAKE CITY  
8:38pm

BILLINGS, MT  
11:15pm



#### STRETCH YOUR LEGS

Choose Delta Comfort+™ today for more legroom and personal space.

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**RESTRICTED HAZARDOUS ITEMS**

To ensure the safety of our customers and employees, Delta no longer accepts **hoverboards or any lithium battery powered self-balancing personal transportation devices** on board its aircraft. These items are prohibited as both carry-on and checked baggage.

**Spare batteries for other devices, fuel cells, and e-cigarettes** are permitted in carry-on baggage only. If your carry-on bag contains these items and is gate checked, **they must be removed and carried in the cabin**. Further information and specific guidelines regarding restricted items can be found [here](#).

**Passenger Info**

<b>NAME</b>	<b>FLIGHT</b>	<b>SEAT</b>
STEVEN PATRICK ZEIER	DELTA 1912	Select Seat
SkyMiles #*****726	DELTA 1483	Select Seat
	DELTA 2140	Select Seat
	DELTA 2105	Select Seat

Visit [delta.com](http://delta.com) or use the Fly Delta app to view, select or change your seat.  
 If you purchased a Trip Extra, please visit My Trips to access a receipt of your purchase.

**Flight Receipt**

Ticket #: 0062330754388  
 Place of Issue: Delta.com  
 Ticket Issue Date: 28DEC15  
 Ticket Expiration Date: 28DEC16

**METHOD OF PAYMENT**

VJ\*\*\*\*\*0745 **\$285.70 USD**

**CHARGES**

**Air Transportation Charges**

Base Fare \$234.74 USD

**Taxes, Fees and Charges**

United States - September 11th Security \$11.20 USD

Fee(Passenger Civil Aviation Security Service Fee) (AY)

United States - Passenger Facility Charge (XF) \$13.50 USD

United States - Flight Segment Tax (ZP) \$16.00 USD

United States - Transportation Tax (US) \$10.26 USD

**TICKET AMOUNT \$285.70 USD**

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

Fare Details: BIL DL X/SLC DL LAS55.81VA14NI/WN1B DL X/SLC DL BIL80.93XAVNA0MC USD136.74END ZP BILSLCLASSLC XF SLC4.5LAS4.5SLC4.5

### Checked Bag Allowance

The fees below are based on your original ticket purchase. **If you qualify for free or discounted checked baggage**, this will be taken into account when you check in.

Sat 21 May 2016	DELTA: BIL ▶ SLC	
CARRY ON	FIRST	SECOND
FREE	\$25 <sup>USD</sup>	\$35 <sup>USD</sup>

Sat 21 May 2016	DELTA: SLC ▶ LAS	
CARRY ON	FIRST	SECOND
INCLUDED	INCLUDED	INCLUDED

Visit [delta.com](http://delta.com) for details on baggage embargos that may apply to your itinerary.

Wed 25 May 2016	DELTA: LAS ▶ SLC	
CARRY ON	FIRST	SECOND
FREE	\$25 <sup>USD</sup>	\$35 <sup>USD</sup>

Wed 25 May 2016	DELTA: SLC ▶ BIL	
CARRY ON	FIRST	SECOND
INCLUDED	INCLUDED	INCLUDED

Visit [delta.com](http://delta.com) for details on baggage embargos that may apply to your itinerary.

### Transportation of Hazardous Materials

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in civil penalties. Examples include: Paints, aerosols, lighter fluid, fireworks, torch lighters, tear gases and compressed gas cartridges.

There are special exceptions for small quantities (up to 70 ounces total). For further information visit [delta.com](http://delta.com) Restricted Items Section.

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Buy and transfer miles on [delta.com](http://delta.com).



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We have partnered with The Nature Conservancy to allow you to offset your carbon emissions from this trip. Go to [delta.com/CO2](http://delta.com/CO2) to calculate your CO2 emissions and learn more about offsetting.

#### Terms & Conditions

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

#### Checked Bag Allowance

\*On Delta operated flights, you may carry on one bag and a small personal item at no charge.

Delta One™/First/Business Class weight allowance reverts to 50 lbs for all checked bags beyond regular free allowance.

At the time of check in with Delta, SkyMiles Medallion members, SkyTeam Elite & Elite Plus and active US Military personnel are eligible for fee waivers and other benefits. For more details, visit [delta.com/baggage](http://delta.com/baggage). Basic Cardmembers with a Gold, Platinum, or Reserve Delta SkyMiles Credit Card from American Express are eligible for the first bag fee waiver. More details on the program can be found at [delta.com/firstbagfree](http://delta.com/firstbagfree).

A standard checked bag with Delta may be up to 50 lbs and 62 linear inches (per piece). Additional fees apply for oversize, overweight, and/or additional pieces of checked baggage. Please review Delta's baggage guidelines for details. Weight and size restrictions may vary when checking baggage on carriers other than Delta. Contact with the operating carrier for detailed checked baggage allowances. You must be checked in at the gate by the applicable check-in deadlines or your reservation may be cancelled. Please review Delta's check-in requirement guidelines for details. Check-in requirements vary by airline, so if your ticket includes travel on other airlines, please check with the operating carrier on your ticket.

Do you have comments about our service? Please email us to share them.

#### Conditions of Carriage

Air transportation on Delta and the Delta Connection® carriers is subject to Delta's conditions of carriage. They include terms governing for example:

- Limits on our liability for personal injury or death of passengers, and for loss, damage or delay of goods and baggage.
- Claim restrictions including time periods within which you must file a claim or bring action against us.
- Our right to change terms of the contract.
- Check-in requirements and other rules established when we may refuse carriage.
- Our rights and limits of our liability for delay or failure to perform service including schedule change, substitution of alternative air carriers or aircraft, and rerouting.
- Our policy on overbooking flights, and your rights if we deny you boarding due to an oversold flight.

These terms are incorporated by reference into our contract with you. You may view these conditions of carriage on [delta.com](http://delta.com), or by requesting a copy from Delta.

You have received this email because you elected to receive your Electronic Ticket receipt sent to you via email. If you would like to take advantage of other Delta email programs featuring special fares, promotions, information and flight updates, please visit: [delta.com/emailprograms](http://delta.com/emailprograms) or [delta.com/notifications](http://delta.com/notifications).

This document establishes the creation of your electronic EMD(S) in our computer systems. It does not constitute a document of carriage. Where this document is issued for transportation or services other than passenger air transportation, specific terms and conditions may apply. These terms and conditions may be provided separately or may be obtained from the issuing agent.

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LVFDKIOSK



**WESTGATE LAS VEGAS**  
**RESORT ♦ CASINO**

Arrival Date: 05/21/2016

Departure Date: 05/25/2016

Name: STEVEN ZEIER

Address: PO BOX 21462

17950950  
BILLINGS MT 59102  
US Y

3000 Paradise Road Las Vegas, NV 89109

**FOR RESERVATIONS CALL**  
**1-800-732-7117 or 702-732-5111**

Group Code: SIC6R

Room #:	25132	Folio ID:		Page	1 of 1
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Date	Reference	Description	Charges	Credits	Balance
05/21/2016		APPLIED DEPOSIT		-122.08	-122.08
05/21/2016		RESORT FEE	22.40		-99.68
05/21/2016		ROOM CHARGE 25132	109.00		9.32
05/21/2016		TAX 25132	13.08		22.40
05/22/2016		WATER BOTTLES (IN-ROOM)	8.00		30.40
05/22/2016		RESORT FEE	22.40		52.80
05/22/2016		ROOM CHARGE 25132	109.00		161.80
05/22/2016		TAX 25132	13.08		174.88
05/23/2016		WATER BOTTLES (IN-ROOM)	8.00		182.88
05/23/2016		RESORT FEE	22.40		205.28
05/23/2016		ROOM CHARGE 25132	109.00		314.28
05/23/2016		TAX 25132	13.08		327.36
05/24/2016		RESORT FEE	22.40		349.76
05/24/2016		ROOM CHARGE 25132	79.00		428.76
05/24/2016		TAX 25132	9.48		438.24
05/25/2016		FRONT DESK VISA		-438.24	0.00
					0.00

**Thank You for Staying at Westgate Las Vegas Resort & Casino**



Steve Zeier <stevezeier@gmail.com>

---

**Your Saturday morning trip with Uber**

1 message

---

**Uber Receipts** <noreply@uber.com>  
To: [steve@zeierconsulting.com](mailto:steve@zeierconsulting.com)

Sat, May 21, 2016 at 12:16 PM

MAY 21, 2016



ZEIER CONSULTING, LLC  
PO BOX 21462  
BILLINGS MT 59102

Account Number: [REDACTED]  
Total Savings: \$25.00  
Total Checking: \$6,099.42  
Total Certificates: \$0.00  
Total Loans: \$0.00

Statement Period: 05/01/2016 thru 05/31/2016

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
MEMBERSHIP SHARE	25.00	0.00	0.00	25.00
FREE BUSINESS CHECKING	[REDACTED]	0.00	[REDACTED]	[REDACTED]

**ID 0001 - MEMBERSHIP SHARE** YTD Dividends Paid: \$0.00

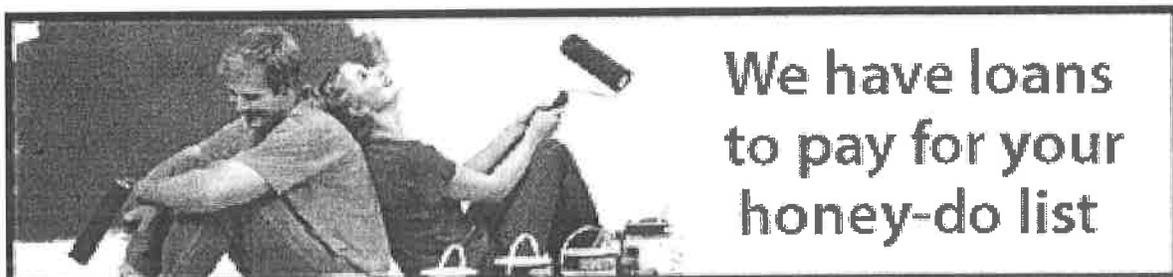
Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
05/01/2016			25.00	Balance Forward
05/31/2016			25.00	Ending Balance

**ID 0065 - FREE BUSINESS CHECKING** YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
05/01/2016			[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]









# \$56.25

Thanks for choosing Uber, Steven

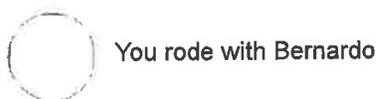


- 10:53am**  
 Terminal 3 Arrivals, Las Vegas, NV
- 11:16am**  
 3050 Ave of the Hiltons, Las Vegas, NV

CAR	MILES	TRIP TIME
SELECT	12.19	00:22:13

FARE BREAKDOWN	
Base Fare	5.00
Distance	36.57
Time	8.89
<b>Subtotal</b>	<b>\$50.46</b>
Booking Fee (?)	1.70
LAS Airport Surcharge (?)	2.45
NV 3% Transportation Excise Tax (?)	1.64

CHARGED  
 Personal \*\*\*\* 0745 **\$56.25**



RATE YOUR DRIVER



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 Tap Help in your app to [contact us](#) with questions about your trip.  
 Leave something behind? [Track it down.](#)



Free Rides  
 Share code: [stevenz941ue](#)





Steve Zeier <stevezeier@gmail.com>

# ICSC Transaction Acknowledgement - RECon The Global Retail Real Estate Convention

1 message

registrations@icsc.org <registrations@icsc.org>  
To: steve@zeierconsulting.com

Mon, Apr 4, 2016 at 8:24 AM



1221 Avenue of The Americas, New York, NY 10020-1099  
Phone: +1 646 728 3800 Fax: +1 732 694 1800

## Meeting Confirmation

ID: 1650805  
Steven P. Zeier  
Principal  
Zeier Consulting, LLC  
PO Box 21462  
Billings, MT 59102  
UNITED STATES  
Registration Confirmation Number: 2196112

You registered for the following on 4 April, 2016:

### RECon The Global Retail Real Estate Convention 22 - 25 May, 2016

Las Vegas Convention Center  
3150 Paradise Road  
Las Vegas  
NV, 89109

Function	Quantity	Rate	Amount
Full Program	1	\$570.00	\$570.00
		Total:	\$570.00
		Payments:	\$570.00
		Card Type: VISA	
		Card #: *****0745	
		Balance:	\$0.00

Notes:

This acknowledges your registration for ICSC RECon The Global Retail Real Estate Convention. CANCELLATIONS: All cancellations will be subject to a \$25 fee and must be received by ICSC in writing. No refunds will be issued after March 31, 2016. All hotel rooms will be handled by ICSC's official housing provider, onPeak. To Book Hotel: Go to [www.icsc.org/2016recon](http://www.icsc.org/2016recon). Under Quick links, click "Book Hotel" for hotel discounts and exclusive booking incentives. For personal assistance, onPeak can be reached + 1 855 355 0301 (from the US, Canada & Caribbean) or +1 212 532 1660. Our expert agents are on duty Monday - Friday from 9 a.m. to 7 p.m. (ET).

Coordinator(s):  
Jaclyn Weinstein/Christina Jasmine/Keith Colavito



1650805

For more information, please visit us at <http://www.icsc.org>

Email Confidentiality Notice

ICSC Western Conference  
2016

Flight	\$420.70
Hotel	\$450.02
Transportation	\$74.50
Per Diem (\$75/day)	\$225.00
ICSC Conf fees	\$350.00
	\$1,520.22



Steve Zeier <stevezeier@gmail.com>

### Your Flight Receipt - STEVEN PATRICK ZEIER 30AUG16

1 message

Delta Air Lines <DeltaAirLines@e.delta.com>  
Reply-To: Delta Air Lines <support-b8wp5fmbfpayqkx8kqqcma47gq@e.delta.com>  
To: stevezeier@gmail.com

Mon, Jul 11, 2016 at 1:27 PM



Hello, **STEVEN PATRICK**

SkyMiles® #\*\*\*\*\*726 >

Your Trip Confirmation #: **GZZXF4**

[MANAGE MY TRIP >](#)

#### Tue, 30AUG

DELTA 2850  
MAIN (X)

#### DEPART

BILLINGS, MT  
6:00am

#### ARRIVE

SALT LAKE CITY  
7:16am

DELTA 2295  
MAIN (X)

SALT LAKE CITY  
8:30am

SAN DIEGO, CA  
9:25am

#### Thu, 01SEP

DELTA 2546  
MAIN (X)

#### DEPART

SAN DIEGO, CA  
6:35pm

#### ARRIVE

SALT LAKE CITY  
9:25pm

DELTA 2834  
MAIN (X)

SALT LAKE CITY  
9:55pm

BILLINGS, MT  
11:12pm

#### RESTRICTED HAZARDOUS ITEMS

To ensure the safety of our customers and employees, Delta no longer accepts **hoverboards or any lithium battery powered self-balancing personal transportation devices** on board its aircraft. These items are prohibited as both carry-on and checked baggage.

**Spare batteries for other devices, fuel cells, and e-cigarettes** are permitted in carry-on baggage only. If your carry-on bag contains these items and is gate checked, **they must be removed and carried in the cabin**. Further information and specific guidelines regarding restricted items can be found [here](#).

#### Passenger Info

NAME	FLIGHT	SEAT
	DELTA 2850	14D

STEVEN PATRICK ZEIER  
 SkyMiles #\*\*\*\*\*726

DELTA 2295 13D  
 DELTA 2546 14D  
 DELTA 2834 14D

Visit [delta.com](http://delta.com) or use the Fly Delta app to view, select or change your seat.  
 If you purchased a Trip Extra, please visit My Trips to access a receipt of your purchase.

**Flight Receipt**

Ticket #: 0062350150238  
 Place of Issue: Delta.com  
 Ticket Issue Date: 11JUL16  
 Ticket Expiration Date: 11JUL17

**METHOD OF PAYMENT**

VI\*\*\*\*\*0745 **\$420.70 USD**

**CHARGES**

**Air Transportation Charges**

Base Fare **\$339.53 USD**

**Taxes, Fees and Charges**

United States - Flight Segment Tax (ZP) **\$16.00 USD**  
 United States - September 11th Security **\$11.20 USD**  
 Fee(Passenger Civil Aviation Security Service Fee) (AY)  
 United States - Passenger Facility Charge (XF) **\$13.50 USD**  
 United States - Transportation Tax (US) **\$40.47 USD**

**TICKET AMOUNT **\$420.70 USD****

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

Fare Details: BIL DL X/SLC DL SAN208.37XAVUA0MC/WNUPL DL X/SLC DL BIL291.16KAVOA0FE 1S20.00 1S20.00USD539.53END ZP BILSLCSANSLC XF SLC4.5SAN4.5SLC4.5

**Checked Bag Allowance**

The fees below are based on your original ticket purchase. **If you qualify for free or discounted checked baggage**, this will be taken into account when you check in.

Tue 30 Aug 2016

DELTA: BIL ▶ SLC



Steve Zeier <stevezeier@gmail.com>

## Your Aug 30, 2016 - Sep 1, 2016 stay at the Residence Inn San Diego Downtown/Gaslamp Quarter

1 message

Thanks for staying! <efolio@residenceinn.com>  
Reply-To: Thanks for staying! <efolio@residenceinn.com>  
To: STEVEZEIER@gmail.com

Sat, Sep 3, 2016 at 3:09 AM

Thank you for choosing the Residence Inn San Diego Downtown/Gaslamp Quarter for your recent stay.

As requested, below is a billing summary or adjustment for your stay. **If you have questions about your bill**, please contact the hotel directly at (619) 487-1200.

Make another reservation on [Marriott.com](http://Marriott.com) >>

Marriott Rewards members may receive this email automatically after every stay.

[Modify your email preferences >>](#)

### Summary of Your Stay

Hotel: Residence Inn San Diego  
Downtown/Gaslamp Quarter  
356 6th Avenue  
San Diego, California 92101  
USA  
(619) 487-1200

Guest: STEVEN ZEIER  
BUSINESS  
PO BOX 21462  
BILLINGS, MT 59102  
USA

Dates of stay: Aug 30, 2016 - Sep 01, 2016  
Guest number: 62904  
Marriott Rewards number: XXXXX4860

Room number: 308  
Group number:

Date	Description	Reference	Charges	Credits
08/30/16	Room Charge	J1308	195.00	
08/30/16	City Tax	T3308	20.48	
08/30/16	Convention and Tourism Tax	T5308	3.90	
08/30/16	CA TOURISM ASSESSMENT	TW308	0.38	
08/31/16	Bottled Water	BW308	10.50	
08/31/16	Room Charge	J1308	195.00	
08/31/16	City Tax	T3308	20.48	
08/31/16	Convention and Tourism Tax	T5308	3.90	

08/31/16	CA TOURISM ASSESSMENT	TW308	0.38	
09/01/16	Payment - Visa XXXXXXXXXXXX0745	VI11:45AM	450.02	
<b>Total balance</b>			<b>0.00 USD</b>	

**Important Information**

**Do Not Reply to this Email**

This email is an auto-generated message. Replies to automated messages are not monitored. If you have any questions please contact the hotel directly at (619) 487-1200.

**Why Have I Received this Email?**

You have received this email because you requested during your stay to receive an electronic version of your bill by email.

**Availability**

Electronic versions of your hotel bill, available by email from our over 2,300 participating properties in the Marriott family of hotels in the USA and Canada, are emailed to you within 72 hours of check-out. These email messages reflect changes made to your bill up to 11pm on your day of departure. Any adjustments after that time may not be shown.

If you have received this email in error, please notify us.

Learn more about eFolio, receiving your hotel bills by email.

**Authenticity of Bills**

Marriott retains official records of all charges and credits to your account and will honor only those records.

**Privacy**

Your privacy is important to Marriott. For full details of our privacy policy, please visit our [Privacy Statement](#).

**Credit of Marriott Rewards Points**

After a stay, it may take up to 7 days for Marriott Rewards points to be credited to your account.

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ZEIER CONSULTING, LLC  
PO BOX 21462  
BILLINGS MT 59102



Statement Period: 09/01/2016 thru 09/30/2016

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
MEMBERSHIP SHARE	25.00	0.00	0.00	25.00
FREE BUSINESS CHECKING	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**ID 0001 - MEMBERSHIP SHARE** YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
09/01/2016			25.00	Balance Forward
09/30/2016			25.00	Ending Balance

**ID 0065 - FREE BUSINESS CHECKING** YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
09/01/2016			[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]







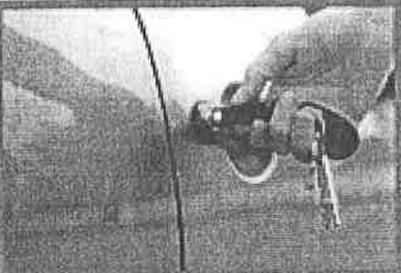
**YEAR TO DATE SUMMARY**

Total Year To Date Dividends Paid 0.00



**Columbus Day**  
We will be closed  
Mon, Oct 10th  
ATMs and Online Banking are available 24/7

We'll get you in the driver's seat with an easy application and quick loan approval!





Steve Zeier <stevezeier@gmail.com>

---

## ICSC Transaction Acknowledgement - Western Conference & Deal Making

1 message

---

registrations@icsc.org <registrations@icsc.org>

Mon, Jul 11, 2016 at 1:32 PM

To: steve@zeierconsulting.com



1221 Avenue of The Americas, New York, NY 10020-1099  
Phone: +1 646 728 3800 Fax: +1 732 694 1800

### Meeting Confirmation

ID: 1650805  
Steven P. Zeier  
Principal  
Zeier Consulting, LLC  
PO Box 21462  
Billings, MT 59102  
UNITED STATES  
Registration Confirmation Number: 2226777

You registered for the following on 11 July, 2016:

#### Western Conference & Deal Making 30 August to 1 September, 2016

San Diego Convention Center  
111 West Harbor Drive  
San Diego  
CA, 92101

Function	Quantity	Rate	Amount
Full Program	1	\$350.00	\$350.00
		Total:	\$350.00
		Payments:	\$350.00
			Card Type: VISA
			Card #: *****0745
		Balance:	\$0.00

#### Notes:

All cancellations will be subject to a \$25 cancellation fee. No refunds will be given for cancellations received after August 9, 2016. All requests for refunds must be received by ICSC in writing.

**ReCon Conference  
2017**

Billing of known costs as of 5/16/2017

Flight	\$506.35
ICSC Conf fees	\$610.00
	\$1,116.35



Steve Zeier <stevezeier@gmail.com>

### Your Flight Receipt - STEVEN PATRICK ZEIER 21MAY17

1 message

Delta Air Lines <DeltaAirLines@e.delta.com>  
Reply-To: Delta Air Lines <support-b3kzrwsbfpayqkazuqx8kqqcma47fj@e.delta.com>  
To: stevezeier@gmail.com

Wed, Mar 15, 2017 at 4:56 PM



Hello, **STEVEN PATRICK**

SkyMiles® #\*\*\*\*\*726 >

Your Trip Confirmation #: **GREBKS**

[MANAGE MY TRIP >](#)

**Sun, 21MAY**

DELTA AIR LINES INC 1318  
DELTA COMFORT+™ (W)

**DEPART**

BILLINGS, MT  
6:15am

**ARRIVE**

SALT LAKE CITY  
7:31am

DELTA AIR LINES INC 1483  
DELTA COMFORT+™ (W)

SALT LAKE CITY  
8:30am

LAS VEGAS, NV  
8:51am

**Tue, 23MAY**

DELTA AIR LINES INC  
2426DELTA COMFORT+™ (W)

**DEPART**

LAS VEGAS, NV  
6:59pm

**ARRIVE**

SALT LAKE CITY  
9:17pm

DELTA AIR LINES INC 1355  
DELTA COMFORT+™ (W)

SALT LAKE CITY  
10:30pm

BILLINGS, MT  
11:46pm

**U.S. DOT BANS SAMSUNG NOTE 7 DEVICE**

The U.S. Department of Transportation has issued an emergency order that bans all Samsung Galaxy Note 7 devices from commercial air transport effective at noon Eastern Time on October 15.

Delta customers should comply by not traveling with this device in any form, whether on their person, in a carry-on bag, in a checked bag or shipped as cargo.

The U.S. DOT has provided additional information about the ban on their website.

**RESTRICTED HAZARDOUS ITEMS**

To ensure the safety of our customers and employees, Delta no longer accepts **hoverboards or any lithium battery powered self-balancing personal transportation devices** on board its aircraft. These items are prohibited as both carry-on and checked baggage.

**Spare batteries for other devices, fuel cells, and e-cigarettes** are permitted in carry-on baggage only. If your carry-on bag contains these items and is gate checked, **they must be removed and carried in the cabin.** Further information and specific guidelines regarding restricted items can be found here.

### Passenger Info

NAME	FLIGHT	SEAT
STEVEN PATRICK ZEIER	DELTA AIR LINES INC 1318	10F
SkyMiles #*****726	DELTA AIR LINES INC 1483	11A
	DELTA AIR LINES INC 2426	09C
	DELTA AIR LINES INC 1355	08C

Visit [delta.com](http://delta.com) or use the Fly Delta app to view, select or change your seat.  
If you purchased a Trip Extra, please visit My Trips to access a receipt of your purchase.

### Flight Receipt

Ticket #: 0062376507945

Place of Issue: Delta.com

Ticket Issue Date: 15MAR17

Ticket Expiration Date: 15MAR18

### METHOD OF PAYMENT

VI\*\*\*\*\*0745

**\$506.35 USD**

### CHARGES

#### Air Transportation Charges

Base Fare

\$430.00 USD

#### Taxes, Fees and Charges

United States - September 11th Security

\$11.20 USD

Fee(Passenger Civil Aviation Security Service Fee) (AY)

United States - Transportation Tax (US)

\$32.25 USD

United States - Passenger Facility Charge (XF)

\$16.50 USD

United States - Flight Segment Tax (ZP)

\$16.40 USD

### TICKET AMOUNT

**\$506.35 USD**

NONREF/PENALTY APPLIES

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

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Steve Zeier <stevezeier@gmail.com>

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## ICSC Transaction Acknowledgement - RECon The Global Retail Real Estate Convention

1 message

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registrations@icsc.org <registrations@icsc.org>  
To: steve@zeierconsulting.com

Mon, Jan 9, 2017 at 8:32 AM



1221 Avenue of The Americas, New York, NY 10020-1099  
Phone: +1 646 728 3800 Fax: +1 732 694 1800

### Meeting Confirmation

ID: 1650805  
Steven P. Zeier  
Principal  
Zeier Consulting, LLC  
PO Box 21462  
Billings, MT 59102  
UNITED STATES  
Registration Confirmation Number: 2287633

You registered for the following on 9 January, 2017:

#### RECon The Global Retail Real Estate Convention 21 - 24 May, 2017

Las Vegas Convention Center  
3150 Paradise Road  
Las Vegas  
NV, 89109

Function	Quantity	Rate	Amount
Full Program	1	\$610.00	\$610.00
Total:			\$610.00
Payments:			\$610.00
Card Type: VISA			
Card #: *****0745			
Balance:			\$0.00

Coordinator(s):  
Christabelle Flanhardt

ICSC ReCon Conference

Billing of costs since last invoice

Hotel	\$244.90
Per Diem	\$60.00
Ground	\$84.61
SUBTOTAL	\$389.51

CCIM Site Location Conference & Training Boise

Conf fees	\$1,365.00
Car Rental	\$228.38
Fuel	\$173.74
Hotel	\$162.00
Per Diem	\$80.00
SUBTOTAL	\$2,009.12

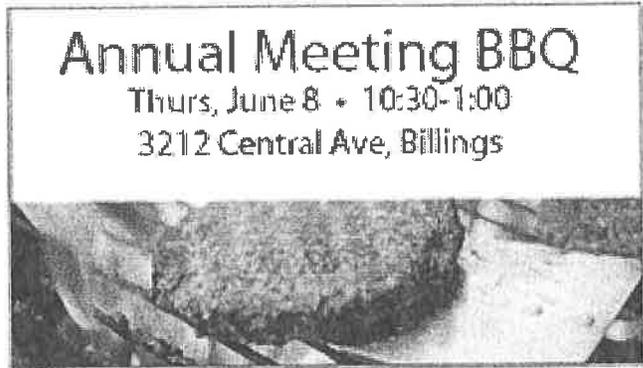
Owner Negotiations & Structure Training

Conf Fees	\$295.00
Flight	\$851.10
Hotel	\$165.92
Rental	\$93.94
Per Diem	\$30.00
SUBTOTAL	\$1,435.96

1Q FY18 TOTAL \$3,834.59



3212 Central Ave  
 Billings, MT 59102  
 406.651.AFCU (2328)  
 800.221.7555  
 www.altanafcu.org



ZEIER CONSULTING, LLC  
 PO BOX 21462  
 BILLINGS MT 59102



Statement Period: 05/01/2017 thru 05/31/2017

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
MEMBERSHIP SHARE	25.00	0.00	0.00	25.00
FREE BUSINESS CHECKING				

**ID 0001 - MEMBERSHIP SHARE** YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
05/01/2017			25.00	Balance Forward
05/31/2017			25.00	Ending Balance

**ID 0065 - FREE BUSINESS CHECKING** YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description



**Ask for Kasasa  
 at your nearest  
 branch location!**











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 Billings, MT 59102  
 406.651.AFCU (2328)  
 800.221.7555  
 www.altanafcu.org

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ZEIER CONSULTING, LLC  
 PO BOX 21462  
 BILLINGS MT 59102



Statement Period: 03/01/2017 thru 03/31/2017

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
MEMBERSHIP SHARE	25.00	0.00	0.00	25.00
FREE BUSINESS CHECKING				

**ID 0001 - MEMBERSHIP SHARE** YTD Dividends Paid: \$0.00  
 Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
03/01/2017			25.00	Balance Forward
03/31/2017			25.00	Ending Balance

**ID 0065 - FREE BUSINESS CHECKING** YTD Dividends Paid: \$0.00  
 Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description

**GIVE A HOOT ABOUT SAVINGS!**

Learn how your child (ages 0-18) can be automatically entered to win one of three \$50 deposits and a meet and greet with "Scout" (the wise owl) from ZooMontana!



**ID 0065 - FREE BUSINESS CHECKING (Continued)**

Date	Withdrawal	Deposit	Balance	Transaction Description
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
05/26/2017	-295.00		31,757.92	Withdrawal Debit Card BUSINESS DEBIT 05/26 714620000079 8699 CCIM INSTITUTE 888-8868869 IL
05/26/2017	-851.10		30,906.82	Withdrawal Debit Card BUSINESS DEBIT 05/24 714522871450 3058 DELTA AIR 0062384616922 DELTA.COM CA
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

[REDACTED]

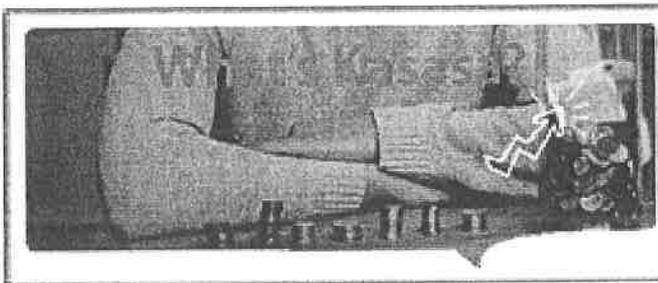
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

\* denotes draft out of sequence

**YEAR TO DATE SUMMARY**

Total Year To Date Dividends Paid 0.00



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HOMWOOD SUITES-DENVER/ENGLEWOOD  
 199 INVERNESS DRIVE  
 ENGLEWOOD, CO 80112  
 United States of America  
 TELEPHONE 303-706-0102 • FAX 303-706-0107  
 Reservations  
 www.hilton.com or 1 800 HILTONS

ZEIER, STEVEN  
 POX 2040612  
 BILLINGS MT 59102  
 UNITED STATES OF AMERICA

Room No: 401/KSTS  
 Arrival Date: 6/11/2017 9:41:00 PM  
 Departure Date: 6/12/2017  
 Adult/Child: 1/0  
 Cashier ID: SPAWLOWSHI  
 Room Rate: 159.00  
 AL:  
 HH #  
 VAT #  
 Folio No/Che 152882 A

Confirmation Number: 82189710

HOMWOOD SUITES-DENVER/ENGLEWOOD 6/12/2017 7:42:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
6/11/2017	644351	GUEST ROOM	\$159.00
6/11/2017	644351	LOCAL TAX	\$1.91
6/11/2017	644351	COUNTY TAX	\$0.40
6/11/2017	644351	STATE TAX	\$4.61
6/12/2017	644401	VS *0745	(\$165.92)
**BALANCE**			\$0.00

EXPENSE REPORT SUMMARY

	6/11/2017	STAY TOTAL
ROOM AND TAX	\$165.92	\$165.92
DAILY TOTAL	\$165.92	\$165.92

CREDIT CARD DETAIL

APPR CODE	311340	MERCHANT ID	8015022562
CARD NUMBER	VS *0745	EXP DATE	04/19
TRANSACTION ID	644401	TRANS TYPE	Sale



Rental Agreement # 538484691

Invoice # 90091187846

### Renter Information

**Renter Name**  
PATRICK ZEIER

**Renter Address**  
5415 SUMMER STONE AVE  
BILLINGS, MT 59106  
USA

### Vehicle Information

4X4 CREW CAB 149 IN. WB  
License #: JDQ351  
State/Province: CO

**Vehicle Class Driven**  
Pickup 4-Door/Automatic/Air

**Vehicle Class Charged**  
Pickup 4-Door/Automatic/Air

**Odometer Mileage/Kilometers**  
Starting: 9,655      Ending: 9,712

Total: 57

**Thank you for renting with Enterprise Rent-A-Car**

**We appreciate your business!**

This email was automatically generated from an unattended mailbox, so please do not reply to this e-mail.

If you have any questions about your rental, please view our Frequently Asked Questions or send us a secured message by visiting our [Support Center](#)

### Trip Information

**Pickup**  
Sun, Jun 11 2017 8:17 P.M.

**Start Charges**  
Sun, Jun 11 2017 8:26 P.M.

**DENVER INTL ARPT (DEN)**  
24530 E 78TH AVE  
DENVER, CO 80249  
USA

**Return**  
Mon, Jun 12 2017 5:40 P.M.

**DENVER INTL ARPT (DEN)**  
24530 E 78TH AVE  
DENVER, CO 80249  
USA

### Rental Charges

<b>Rental Rate</b>	Time & Distance 1 Day at \$71.14 / Day	\$71.14
<b>Mileage</b>	Unlimited Mileage	Included
<b>Taxes and Fees</b>	Ownership Tax (2.00%)	\$1.62
	Customer Facility Charge 2.15/day (\$2.15 / Day)	\$2.15
	Co Road Safety Program Fee 2/day (\$2.00 / Day)	\$2.00
	Sales Tax (11.25%)	\$9.13
	Concession Recovery Fee 11.11 Pct (11.11%)	\$7.90
<b>Total</b>		<b>\$93.94</b>
(Subject to audit)		
	Amount charged on Jun 12 2017 to MASTERCARD (9458)	(\$93.94)
<b>Amount Due</b>		<b>\$0.00</b>

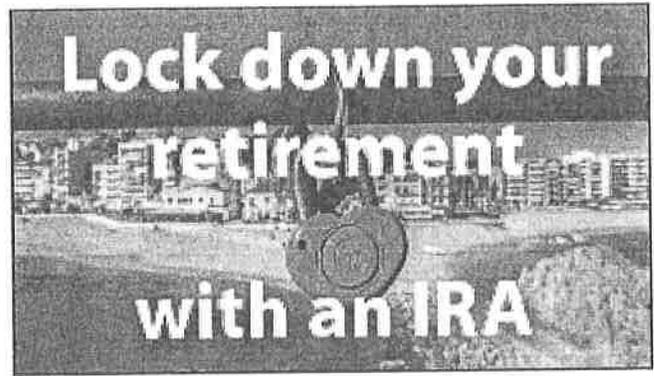
ICSC ReCon Conference partial

Conf Fees	\$590.00
ICSC Member	\$800.00

ICSC Four Corners Exchange partial

Conf Fees	\$205.00
Flight (PHX)	\$559.50

TOTAL \$2,154.50



ZEIER CONSULTING, LLC  
PO BOX 21462  
BILLINGS MT 59102



Statement Period: 01/01/2018 thru 01/31/2018

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**ID 0001 - MEMBERSHIP SHARE** YTD Dividends Paid: \$0.00  
Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
01/01/2018			25.00	Balance Forward
01/31/2018			25.00	Ending Balance

**ID:0065 - FREE BUSINESS**

Date	Withdrawal	Deposit	Balance	Transaction Description
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



When you fall in love  
with new wheels,  
We'll get you rolling with a great rate.







ID 0065 - FREE BUSINESS CHECKING (Continued)

[REDACTED]									
[REDACTED]									
[REDACTED]									

\* denotes draft out of sequence

YEAR TO DATE SUMMARY

Total Year To Date Dividends Paid 0.00

**Do not fear...**  
**Visa Travel Cards are here!**  
Protect your card from fraudulent charges.



Open a **Wealth Builder** savings account to fulfill your resolution to save more!



We can help you open a new door.





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800.221.7555  
www.altanafcu.org

The Supervisory Committee is verifying member statements for the month of March. If your statement is not correct, please notify the Supervisory Committee immediately at PO Box 2304, Billings, MT 59103.

ZEIER CONSULTING, LLC  
PO BOX 21462  
BILLINGS MT 59102



Statement Period: 03/01/2018 thru 03/31/2018

Table with multiple rows and columns, all content redacted with black bars.

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ICSC Monterey Conference & Deal Making

Conf Fees	\$320.00
Flight	\$631.50
Hotel	\$98.63
Ground	\$110.50
Per Diem	\$60.00
SUBTOTAL	\$1,220.63

ICSC SLC Local

Conf Fees	\$70.00
Flight SLC	\$598.10
Ground	\$75.00
Per Diem	\$30.00
SUBTOTAL	\$773.10

Councilman Hunsaker Project Meeting

Flight	\$629.50
Ground	\$75.00
SUBTOTAL	\$704.50

TOTAL \$2,698.23





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 800.221.7555  
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The Supervisory Committee is verifying member statements for the month of March. If your statement is not correct, please notify the Supervisory Committee immediately at PO Box 2304, Billings, MT 59103.

ZEIER CONSULTING, LLC  
 PO BOX 21462  
 BILLINGS MT 59102



Statement Period: 03/01/2018 thru 03/31/2018

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
MEMBERSHIP SHARE	25.00	0.00	0.00	25.00
FREE BUSINESS CHECKING	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**ID 0001 - MEMBERSHIP SHARE**

YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
03/01/2018			25.00	Balance Forward
03/31/2018			25.00	Ending Balance

**ID 0065 - FREE BUSINESS CHECKING**

YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
[REDACTED]			[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]

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1221 Avenue of The Americas, New York, NY 10020-1099  
 Phone: +1 646 728 3800 Fax +1 732 694 1800

**Event Receipt**

**Membership Detail: ID: 1650805**  
**Steven P. Zeier**

**Meeting Confirmation**

ID: 1650805  
 EMAIL: [steve@zeierconsulting.com](mailto:steve@zeierconsulting.com)  
 Steven P. Zeier  
 Zeier Consulting, LLC  
 Billings, MT 59102  
 United States

**You registered for the following on Saturday, March 17, 2018:**

**Utah Local Update Program**

Friday, April 13, 2018 through Friday, April 13, 2018

Hale Centre Theatre  
 9900 South Monroe Street  
 Sandy, UT

Function	Quantity	Rate	Amount
Full Program	1.0	70.00	70.00
		<b>Total:</b>	<b>\$ 70.00</b>
		<b>Payments:</b>	<b>\$ 70.00</b>

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Balance: \$ 0.00

**Coordinators:**

Viera Ewell

[Back to the event page](#)

For more information, please visit us at <https://www.icsc.org/>



Steve Zeier &lt;stevezeier@gmail.com&gt;

## Your Flight Receipt - STEVEN PATRICK ZEIER 13APR18

1 message

Delta Air Lines &lt;DeltaAirLines@e.delta.com&gt;

Sat, Mar 17, 2018 at 11:39 AM

Reply-To: Delta Air Lines &lt;support-b2qzchcbfpayqkqzqx8kqqcma47fs@e.delta.com&gt;

To: stevezeier@gmail.com



Hello, STEVEN PATRICK

SkyMiles® #\*\*\*\*\*726 &gt;

Your Trip Confirmation #: F9YTOI

MANAGE MY TRIP &gt;

### Fri, 13APR

### DEPART

### ARRIVE

DELTA 1698

BILLINGS, MT

SALT LAKE CITY

Delta Comfort+® (W)

6:29am

7:52am

DELTA 2967

SALT LAKE CITY

BILLINGS, MT

Delta Comfort+® (W)

10:10pm

11:31pm

### NEW SERVICE & SUPPORT ANIMAL REQUIREMENTS

Delta welcomes trained service animals, including psychiatric service and emotional support animals on our flights. Effective March 1, 2018 we are changing our requirements. For these requirements please go to: [delta.com/animals](http://delta.com/animals).

### AUTOMATIC CHECK-IN NOW AVAILABLE

We've added Automatic Check-In to the Fly Delta app to save you time and hassle. This means if you're traveling in the United States, Puerto Rico or the U.S Virgin Islands, we'll automatically check you in 24 hours prior to your scheduled departure. Just open the app and you'll be on your way. Don't have the app? [Click here to download](#). [Learn more about automatic check-in](#).

### RESTRICTED HAZARDOUS ITEMS

To ensure the safety of our customers and employees, **Delta will no longer accept smart bags with non-removable lithium-ion batteries** as carry-on or checked baggage on any Delta mainline or Connection flight. For more information, please visit our [News Hub](#).

Hoverboards or any lithium battery powered self-balancing personal transportation devices are also not permitted as both carry-on and checked baggage.

Spare batteries for other devices, fuel cells, and e-cigarettes are permitted in carry-on baggage only.

If your carry-on bag contains these items and is gate checked, they must be removed and carried in the cabin. Further information and specific guidelines regarding restricted items can be found here.

### Passenger Info

NAME	FLIGHT	SEAT
STEVEN PATRICK ZEIER	DELTA 1698	10E
SkyMiles #*****726	DELTA 2967	10E

Visit [delta.com](http://delta.com) or use the Fly Delta app to view, select or change your seat.

If you purchased a Delta Comfort+™ seat or a Trip Extra, please visit My Trips to access a receipt of your purchase.

### Flight Receipt

Ticket #: 0062317015642

Place of Issue: Delta.com

Ticket Issue Date: 17MAR18

Ticket Expiration Date: 17MAR19

### METHOD OF PAYMENT

VI\*\*\*\*\*0745

**\$598.10 USD**

### CHARGES

#### Air Transportation Charges

Base Fare \$533.20 USD

#### Taxes, Fees and Charges

United States - September 11th Security \$11.20 USD

Fee(Passenger Civil Aviation Security Service Fee) (AY)

United States - Transportation Tax (US) \$37.80 USD

United States - Passenger Facility Charge (XF) \$7.50 USD

United States - Flight Segment Tax (ZP) \$8.40 USD

### TICKET AMOUNT

**\$598.10 USD**

NONREF/PENALTY APPLIES

This ticket is non-refundable unless the original ticket was issued at a fully refundable fare. Some fares may not allow changes. If allowed, any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply.

Fare Details: BIL DL SLC252.05UAVQA0CL DL BIL252.05UAVQA0CL USD504.10END ZP BILSLC XF BIL3SLC4.5



ZEIER CONSULTING, LLC  
PO BOX 21462  
BILLINGS MT 59102



Statement Period: 04/01/2018 thru 04/30/2018

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
MEMBERSHIP SHARE	25.00	0.00	0.00	25.00

**ID 0001 - MEMBERSHIP SHARE** YTD Dividends Paid: \$0.00

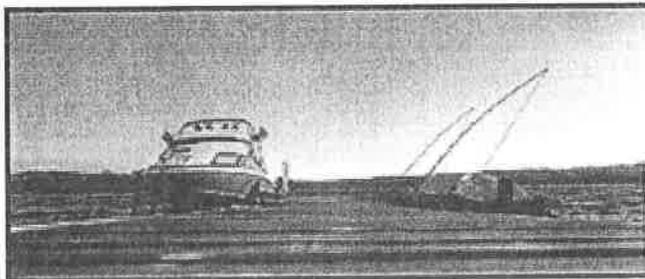
Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
04/01/2018			25.00	Balance Forward
04/30/2018			25.00	Ending Balance

**ID 0065 - FREE BUSINESS CHECKING** YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
[REDACTED]			[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]



**The water is waiting.**  
Be ready to hit the waves  
with our boat financing options.







**ID 0065 - FREE BUSINESS CHECKING (Continued)**

Date	Withdrawal	Deposit	Balance	Transaction Description
04/30/2018			[REDACTED]	

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

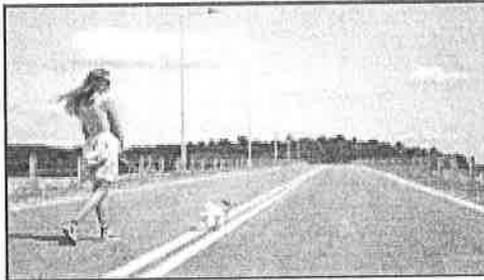
**CLEARED CHECK SUMMARY**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
[REDACTED]								
[REDACTED]								
[REDACTED]								

\* denotes draft out of sequence

**YEAR TO DATE SUMMARY**

Total Year To Date Dividends Paid 0.00



**TAKE THE ROAD LESS TRAVELED WITH OUR VISA CREDIT CARD.**



**Empower yourself with a Lifestyle Loan.**  
Use it for whatever makes you happy.



**WE'RE THANKFUL FOR YOU!**

WE LIKE YOU. LET'S GET SOCIAL.



ICSC Western Conference

Conf Fees	\$	375
Flight (BUR)	\$	541
Total	\$	916





ICSC Western Conference

Ground	\$	71.09
Per diem @ \$65/day	\$	195.00
Hotel	\$	250.38
Sub Total	\$	516.47

South Billings Aquatics & Rec Center Denver

Flight	\$	573.90
Flight change	\$	67.00
Hotel	\$	179.42
Meals	\$	68.11
Parking	\$	30.00
Sub Total	\$	918.43

Total \$ 1,434.90









Steve Zeier <stevezeier@gmail.com>

---

## Your United reservation for Denver, CO, US (DEN) is processing

1 message

---

United Airlines, Inc. <unitedairlines@united.com>  
To: steve@zeierconsulting.com

Fri, Nov 9, 2018 at 6:40 AM

Add UnitedAirlines@news.united.com to your address book. [See instructions.](#)

Friday, November 09, 2018

### Flight itinerary for Dustin Eaton



Dustin Eaton has shared this upcoming United flight itinerary with you.

Message: Denver Flight Details

---

Confirmation number:

Billings, MT, US (BIL)  
to Denver, CO, US (DEN)

# L1KHJZ

---

### Purchase summary

2 Adults (18-64)	\$1,017.68
Taxes and fees	\$130.12
<b>Total</b>	<b>\$1,147.80</b>
Credit card payment: \$1,147.80 (American Express-**2005)	

---

### Trip summary

Thu, Nov 29, 2018

 UA 507

Nonstop

**7:25 am**  
Billings, MT, US (BIL)



**8:53 am**  
Denver, CO, US (DEN)

Duration: 1h 28m  
United Economy (E)

 Wi-Fi

Fri, Nov 30, 2018

 UA 5597 Operated By SKYWEST DBA UNITED EXPRESS

Nonstop

**3:15 pm**  
Denver, CO, US (DEN)



**4:55 pm**  
Billings, MT, US (BIL)

Duration: 1h 40m  
United Economy (U)

## Travelers

Dustin Eaton	BIL to	31B	Frequent flyer:	UA-*****352
	DEN		Home phone:	+1 (406) 698-1816
	DEN to	9C		
	BIL			

Steven Zeier	BIL to	31A	Known	
	DEN		Traveler/Pass	*****KZF
	DEN to	9D	ID:	
	BIL			

\*\*Miles shown are the actual miles flown for this segment. Mileage accrued will vary depending on the terms and conditions of your frequent flyer program. United MileagePlus mileage accrual is subject to the rules of the MileagePlus program and, as provided therein, mileage will be credited in accordance with the terms and conditions of the MileagePlus Program in effect at the time of travel, not at the time air travel is purchased, booked or reserved, and accordingly miles may not be awarded for some tickets or miles may be awarded in an amount fewer than shown.

Please do not reply to this e-mail, as it cannot be answered from this address.

For changes (which may result in a fare change) or questions about your reservation, you may contact [united.com](http://united.com) Support via telephone at 1-800-260-1952 in the U.S. and Canada or in the United Kingdom at 0800-028-5003. Elsewhere, please contact United Reservations.

Thank you for using [united.com](http://united.com)

**IMPORTANT TAX INFORMATION**

If you have an IRA with the credit union, the December 31 balance is the Fair Market Value of your IRA.

ZEIER CONSULTING, LLC  
PO BOX 21462  
BILLINGS MT 59102



Statement Period: 12/01/2018 thru 12/31/2018

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
MEMBERSHIP SHARE	25.00	0.00	0.00	25.00
FREE BUSINESS CHECKING				

**ID 0001 - MEMBERSHIP SHARE** YTD Dividends Paid: \$0.00

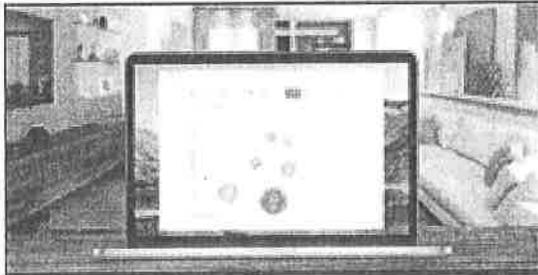
Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
12/01/2018			25.00	Balance Forward
12/31/2018			25.00	Ending Balance

**ID 0065 - FREE BUSINESS CHECKING** YTD Dividends Paid: \$0.00

Authorized Signer: STEVEN P ZEIER

Date	Withdrawal	Deposit	Balance	Transaction Description
12/03/2018	-30.00		3,309.61	Withdrawal Debit Card BUSINESS DEBIT 12/01 833524000105 7523 00809 - APCOA BILLINGS BILLINGS MT
12/03/2018	-67.00		3,242.61	Withdrawal Debit Card BUSINESS DEBIT 11/30 833524100136 3000 UNITED 0162922174696 800-932-2732 TX



**THIS NEW YEAR, SET FINANCIAL GOALS WITH MONEYPESKTOP!**



**Strategy Partners Payment Detail  
One Big Sky District Project**

<b>Work Description</b>	10/2/2018 <b>Payment 1</b>	11/2/2018 <b>Payment 2</b>	12/3/2018 <b>Payment 3</b>	1/31/2019 <b>Payment 4</b>	Pending <b>Payment 5</b>	Pending <b>Payment 6</b>	<b>Total</b>	<b>Budget</b>
Conceptual Design & Master Plan	136,439.10	42,685.99	34,940.22	50,775.71	16,887.28	-	<b>281,728.30</b>	264,841
Marketing & Collateral Materials	-	-	-	13,655.00	6,770.00	-	<b>20,425.00</b>	35,000
Public and Media Relations	-	-	-	-	-	-	-	-
Governmental Relations	-	7,500.00	7,500.00	5,000.00	-	-	<b>20,000.00</b>	20,000
Legal/Public Finance/Entitlements/Land Use	-	49,500.00	20,000.00	12,500.00	-	-	<b>82,000.00</b>	82,000
Other Professional Services	2,310.00	495.00	990.00	5,608.68	36,092.38	-	<b>45,496.06</b>	54,003
Feasibility/Market Analysis	36,000.00	15,824.13	-	-	4,000.00	-	<b>55,824.13</b>	58,500
Fiscal and Economic Impact Analysis	-	-	20,000.00	10,000.00	60,148.56	-	<b>90,148.56</b>	69,000
Reimbursable Expenses	-	-	-	47,949.99	15,813.52	-	<b>63,763.51</b>	47,950
Strategy Partner Legal & Printing Costs	-	-	-	-	-	15,614.44	<b>15,614.44</b>	43,706
<b>Total</b>	<b>174,749.10</b>	<b>116,005.12</b>	<b>83,430.22</b>	<b>145,489.38</b>	<b>139,711.74</b>	<b>15,614.44</b>	<b>675,000.00</b>	<b>675,000</b>

**Strategy Partners Payment Detail**  
**One Big Sky District Project**

**Payment 1**

<b>Payee</b>	<b>Amount</b>	<b>Category</b>
CTA Architect Engineers	136,439.10	Conceptual Design & Master Plan
Michael Best & Friedrich LLP	2,310.00	Other Professional Services
Hunden Strategic Partners	36,000.00	Feasibility/Market Analysis
<b>TOTAL PAYMENT 1</b>	<b>174,749.10</b>	

**Payment 2**

<b>Payee</b>	<b>Amount</b>	<b>Category</b>
CTA Architect Engineers	42,685.99	Conceptual Design & Master Plan
Flywheel Government Solutions	7,500.00	Governmental Relations
Hunden Strategic Partners	15,824.13	Feasibility/Market Analysis
Michael Best & Friedrich LLP	495.00	Other Professional Services
P3 Legal & Strategy Advisors LLC	49,500.00	Legal/Public Finance/Entitlements/Land Use
<b>TOTAL PAYMENT 2</b>	<b>116,005.12</b>	

**Payment 3**

<b>Payee</b>	<b>Amount</b>	<b>Category</b>
CTA Architect Engineers	34,940.22	Conceptual Design & Master Plan
Flywheel Government Solutions	7,500.00	Governmental Relations
P3 Legal & Strategy Advisors LLC	20,000.00	Legal/Public Finance/Entitlements/Land Use
Michael Best & Friedrich LLP	990.00	Other Professional Services
C H Johnson Consulting Inc.	20,000.00	Fiscal and Economic Impact Analysis
<b>TOTAL PAYMENT 3</b>	<b>83,430.22</b>	

**Payment 4**

<b>Payee</b>	<b>Amount</b>	<b>Category</b>
CTA Architect Engineers	50,775.71	Conceptual Design & Master Plan
Kinetic Marketing & Creative	13,655.00	Marketing & Collateral Materials
Flywheel Government Solutions	5,000.00	Governmental Relations
P3 Legal & Strategy Advisors LLC	12,500.00	Legal/Public Finance/Entitlements/Land Use
Todd Nelson	5,608.68	Other Professional Services
C H Johnson Consulting Inc.	10,000.00	Fiscal and Economic Impact Analysis
Hammes Corporation	47,949.99	Reimbursable Expenses
<b>TOTAL PAYMENT 4</b>	<b>145,489.38</b>	

**Strategy Partners Payment Detail  
One Big Sky District Project**

**Payment 5**

<b>Payee</b>	<b>Amount</b>	<b>Category</b>
CTA Architect Engineers	16,887.28	Conceptual Design & Master Plan
Kinetic Marketing & Creative	6,770.00	Marketing & Collateral Materials
Michael Best	26,227.50	Other Professional Services
Todd Nelson	9,864.88	Other Professional Services
Hunden Strategic Partners	4,000.00	Feasibility/Market Analysis
Baker Tilly	34,813.00	Fiscal and Economic Impact Analysis
C H Johnson Consulting Inc.	25,335.56	Fiscal and Economic Impact Analysis
Hammes Corporation	15,813.52	Reimbursable Expenses
<b>TOTAL PAYMENT 5</b>	<b>139,711.74</b>	

**Payment 6**

<b>Payee</b>	<b>Amount</b>	<b>Category</b>
Econoprint/CTA	4,928.16	Printing - BSEDA
Crowley Fleck	24,129.00	Legal - BSEDA
Cost Paid Directly by Big Sky Economic Development	(13,442.72)	
<b>TOTAL PAYMENT 6</b>	<b>15,614.44</b>	

**TOTAL PAYMENTS MADE 675,000.00**

**Strategy Partners Payment Detail  
One Big Sky District Project  
Vendor Totals**

<b>Payee</b>	<b>Total Payments</b>
Baker Tilly	34,813.00
C H Johnson Consulting Inc.	55,335.56
Crowley Fleck	24,129.00
CTA Architect Engineers	281,728.30
Econoprint/CTA	4,928.16
Flywheel Government Solutions	20,000.00
Hammes Corporation	63,763.51
Hunden Strategic Partners	55,824.13
Kinetic Marketing & Creative	20,425.00
Michael Best & Friedrich LLP	30,022.50
P3 Legal & Strategy Advisors LLC	82,000.00
Todd Nelson	15,473.56
	<b>688,442.72</b>
Cost Paid Directly by Big Sky Economic Development	(13,442.72)
<b>Total Payments Made</b>	<b>675,000.00</b>

**DEVELOPER APPLICATION FOR PAYMENT (Form 4023)**

From (Developer):	LANDMARK DEVELOPMENT SERVICES COMPANY, LLC	Application No:	6601-001	<b>FOR OFFICE USE</b>	Amt	_____		
To (EDC):	BIG SKY ECONOMIC DEVELOPMENT CORPORATION	Contract No:			Entered	_____	Ret	_____
	222 N. 32ND, STE. 200	Period From:	8/1/2018		Date	_____	Ded	_____
	BILLINGS, MT 59101	Period To:	9/30/2018		Appl No	_____	Net	_____
Attention:	Executive Director	Project No:	6601				Approval	_____
		Project Name:	One Big Sky District			Date:	_____	

**CERTIFICATE OF CONSULTANT:**

The undersigned Developer certifies that to the best of Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Developer for Work for which previous Applications for Payment were issued and payments received from the EDC, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Developer has previously given written notice to EDC and which have been approved by EDC as a Contract Revision. Further, Developer, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by EDC, if any.

Signed: 

Date: October 2, 2018

Name / Title: Philip Sautebin / Financial Manager

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT	.....\$	<u>675,000.00</u>
Change Orders No ___ through ___	.....\$	<u>0.00</u>
CURRENT CONTRACT AMOUNT	..... \$	<u>675,000.00</u>
<hr/>		
TOTAL COMPLETED & STORED TO DATE	... \$	<u>174,749.10</u>
RETAINAGE _____%	.....\$	<u>0.00</u>
TOTAL EARNED LESS RETAINAGE	..... \$	<u>174,749.10</u>
LESS PREVIOUS REQUESTS	..... \$	<u>0.00</u>
CURRENT AMOUNT DUE	.....\$	<u>174,749.10</u>

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_

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

My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Conceptual Design & Master Plan	\$ 282,000.00	\$ -	\$ 136,439.10	\$ 136,439.10	48.4%
40-25-000	Marketing & Collateral Materials	\$ 86,000.00	\$ -	\$ -	\$ -	0.0%
40-25-000	Public and Media Relations	\$ 26,000.00	\$ -	\$ -	\$ -	0.0%
40-25-000	Governmental Relations	\$ 30,000.00	\$ -	\$ -	\$ -	0.0%
40-35-000	Legal/Public Finance/Entitlements/Land Use	\$ 82,000.00	\$ -	\$ -	\$ -	0.0%
40-55-000	Other Professional Services	\$ 28,000.00	\$ -	\$ 2,310.00	\$ 2,310.00	8.3%
40-55-000	Feasibility/Market Analysis	\$ 52,000.00	\$ -	\$ 36,000.00	\$ 36,000.00	69.2%
40-55-000	Fiscal and Economic Impact Analysis	\$ 56,000.00	\$ -	\$ -	\$ -	0.0%
40-90-000	Reimbursable Expenses	\$ 33,000.00	\$ -	\$ -	\$ -	0.0%
		<b>\$ 675,000.00</b>	<b>\$ -</b>	<b>\$ 174,749.10</b>	<b>\$ 174,749.10</b>	<b>25.9%</b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): CTA ARCHITECT ENGINEERS  To (Developer): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC 10 West Mifflin Street Suite 400  Madison, WI 53703  Attention:	Application No: 1  Contract No: 6601-4000 Period From: 8/1/2018  Period To: 8/31/2018  Project No: 6601  Project Name: One Big Sky District	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>FOR OFFICE USE</b></td> </tr> <tr> <td style="width:50%;">Entered _____</td> <td style="width:50%;">Ret _____</td> </tr> <tr> <td>Date _____</td> <td>Ded _____</td> </tr> <tr> <td>Appl No _____</td> <td>Net _____</td> </tr> <tr> <td></td> <td>Approval _____</td> </tr> <tr> <td></td> <td>Date: _____</td> </tr> </table>	<b>FOR OFFICE USE</b>		Entered _____	Ret _____	Date _____	Ded _____	Appl No _____	Net _____		Approval _____		Date: _____
<b>FOR OFFICE USE</b>														
Entered _____	Ret _____													
Date _____	Ded _____													
Appl No _____	Net _____													
	Approval _____													
	Date: _____													

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Developer, and that current payment shown herein is now due and, further, that Change Orders No \_\_\_ through \_\_\_ the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Developer and which have been approved by Developer as a Contract Revision. Further, Consultant, upon payment of the sum TOTAL COMPLETED & STORED TO DATE . . . . . \$ 0.00 requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, RETAINAGE 0 % . . . . . \$ 0.00 except as to retainage currently being withheld by Developer.

Signed: Shannon Christensen  
 Date: \_\_\_\_\_  
 Name / Title: \_\_\_\_\_

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT . . . . .	\$ 282,000.00
CURRENT CONTRACT AMOUNT . . . . .	<u>\$ 282,000.00</u>
TOTAL EARNED LESS RETAINAGE . . . . .	\$ 68,382.17
LESS PREVIOUS REQUESTS . . . . .	\$ 0.00
CURRENT AMOUNT DUE . . . . .	<u>\$ 68,382.17</u>

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Architecture Design and Master Planning	\$ 197,000.00	\$ -	\$ 64,188.08	\$ -	32.58%
40-05-000	Civil Engineering	\$ 50,000.00	\$ -	\$ -	\$ -	0.00%
		\$ 35,000.00	\$ -	\$ 4,194.09	\$ -	11.98%
		<u>\$ 282,000.00</u>	<u>\$ -</u>	<u>\$ 68,382.17</u>	<u>\$ -</u>	<u>24.24%</u>

Accounts Payable Division: <u>10</u> Amount Number: <u>62596</u> Invoice Number: <u>01-139034</u> Invoice Date: <u>8-31-18</u> Approved: _____ Date: <u>9-2-18</u>	Project Number: <u>6601</u> Total Contract: <u>04</u> Total Amount: <u>+68382.17</u> Date: <u>8-31-18</u> Approved: _____ Date: <u>9-2-18</u>
--	--



CTA Inc.  
 PO Box 30071 (Payment Address)  
 Billings, MT 59107  
 P. 406.248.7455 F. 406.248.3779  
 Federal Tax ID: 81-0305543

Bob Dunn  
 Hammes Company  
 10 Mifflin Street, Suite 400  
 Madison, WI 53703

August 31, 2018  
 Invoice No: 139034  
 Contract/PO Number:

Project OBSC\_200 One Big Sky Center Concept Development Plan & City TIF Approval  
Professional Services from August 1, 2018 through August 31, 2018

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Architecture Design & Master Planning	197,000.00	32.5828	64,188.08	0.00	64,188.08
Civil Engineering	50,000.00	0.00	0.00	0.00	0.00
Other Costs	35,000.00	11.9831	4,194.09	0.00	4,194.09
Total Fee	282,000.00		68,382.17	0.00	68,382.17
		<b>Total Fee</b>			<b>68,382.17</b>
			<b>Total Project Invoice Amount</b>		<b><u><u>\$68,382.17</u></u></b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): CTA ARCHITECT ENGINEERS Application No: 2  
 To (Developer): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC Contract No: 6601-4000  
 10 West Mifflin Street Suite 400 Period From: 8/20/2018  
 Madison, WI 53703 Period To: 9/23/2018  
 Project No: 6601  
 Attention: Project Name: One Big Sky District

FOR OFFICE USE	
Entered	Amt
Date	Ret
Appl No	Net
	Approval
	Date

**CERTIFICATE OF CONSULTANT:**

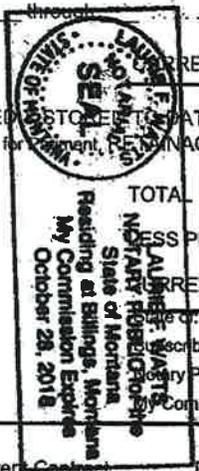
The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Developer, and that current payment shown herein is now due and, further, that Change Orders No through the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Developer and which have been approved by Developer as a Contract Revision. Further, Consultant, upon payment of the sum TOTAL COMPLETED WORK LESS PREVIOUS REQUESTS, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, currently being withheld by Developer.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....\$ 282,000.00  
 \$ Consultant has no basis in events occurring before  
 CURRENT CONTRACT AMOUNT .....\$ 282,000.00  
 TOTAL COMPLETED WORK LESS PREVIOUS REQUESTS .....\$ 0.00 requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, currently being withheld by Developer.  
 RETAINAGE 0% .....\$ 0.00 except as to retainage  
 TOTAL EARNED LESS RETAINAGE .....\$ 136,439.10  
 LESS PREVIOUS REQUESTS .....\$ 68,382.17  
 CURRENT AMOUNT DUE .....\$ 68,056.93

Signed: Shannon Christensen  
 Date: 9.26.18  
 Name / Title: Shannon Christensen, Assoc. Principal



Subscribed and sworn to before me this 26<sup>th</sup> day of Sept., 2018  
 Notary Public: Laurie F. Watts  
 Commission expires: 10-28-18

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Architecture Design and Master Planning	\$ 197,000.00	\$ 64,188.08	\$ 55,000.00	\$ 119,188.08	60.5016%
		\$ 50,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	20.00%
		\$ 35,000.00	\$ 4,194.09	\$ 3,056.93	\$ 7,251.02	20.7172%
		\$ 282,000.00	\$ 68,382.17	\$ 68,056.93	\$ 136,439.10	48.38%

Accounts Payable

Division	Project Number
10	6601
Account Number	Sub Project
62595	01
Invoice Number	
139516	+68056.93
Date	Date
9-28-18	9-28-18

fs 10-1-18



CTA Inc.  
 PO Box 30071 (Payment Address)  
 Billings, MT 59107  
 P. 406.248.7455 F. 406.248.3779  
 Federal Tax ID: 81-0305543

Phil Sautebin  
 Landmark Development Services Company, LLC  
 10 West Mifflin St, Ste 400  
 Madison, WI 53703

September 28, 2018  
 Invoice No: 139516  
 Contract/PO Number:

Project OBSC\_200 One Big Sky Center Concept Development Plan & City TIF Approval  
Professional Services from August 20, 2018 through September 23, 2018

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Architecture Design & Master Planning	197,000.00	60.5016	119,188.08	64,188.08	55,000.00
Civil Engineering	50,000.00	20.00	10,000.00	0.00	10,000.00
Other Costs	35,000.00	20.7172	7,251.02	4,194.09	3,056.93
Total Fee	282,000.00		136,439.10	68,382.17	68,056.93
		<b>Total Fee</b>			<b>68,056.93</b>
			<b>Total Project Invoice Amount</b>		<b><u><u>\$68,056.93</u></u></b>



Michael Best & Friedrich LLP  
 Attorneys at Law  
 One South Pinckney Street  
 Suite 700  
 P.O. Box 1806  
 Madison, WI 53701-1806  
 Phone 608.257.3501  
 Fax 608.283.2275  
 www.michaelbest.com

EIN 39-0934985

Hammes Company Sports Development, Inc.  
 Attn: Robert P. Dunn  
 10 W. Mifflin Street, 4th Floor  
 Madison, WI 53703

Remittance for Payments:  
 Michael Best & Friedrich LLP  
 PO Box 88462  
 Milwaukee, WI 53288-0462

Wire Transfer Instructions  
 Bank Name: BMO Harris Bank, N.A.  
 111 W. Monroe Street, Chicago, IL 60603  
 ABA Routing # 071000288  
 Name of Acct: Michael Best & Friedrich LLP  
 Acct # 0024122010  
 SWIFT Code: HATRUS44

Invoice Date August 10, 2018  
 Invoice No. 1568548

Client/Matter **026544-0042 Big Sky Center - Billings, Montana**

For professional services rendered through July 31, 2018, as follows:

<u>Date</u>	<u>Timekeeper</u>	<u>Narrative</u>	<u>Hours</u>
6/14/18	M Green	Teleconference with Mr. Dunn and Mr. Robinson regarding agreement with Downtown Billings Partnership for planning and feasibility report.	0.30
6/19/18	M Green	Review and respond to emails regarding make whole letter from Strategy partners; provide comments to same.	0.50
6/20/18	M Green	Conference call with Mr. Robinson regarding make whole payment from Strategy Partners; edit and revise same.	0.80
7/19/18	M Green	Review consent agreement; review and respond to emails with Mr. Dunn and Attorney Crandall regarding same.	0.90
7/22/18	M Green	Review and respond to emails regarding comments to Consent Agreement; edit and revise same; email correspondence with Mr. Dunn regarding same.	1.20
7/29/18	M Green	Review and comment on updated draft of consent documents with Downtown Billings partnership; email correspondence with Mr. Dunn and Mr. Robinson regarding same.	0.50

Total Hours 4.20

Total Services \$ 2,310.00  
 Total Disbursements 0.00

**Total This Invoice**

**\$ 2,310.00**

---

**Outstanding Invoices:**

<u>Date</u>	<u>Invoice</u>	<u>Total</u>	<u>Credits</u>	<u>Balance</u>
10/18/17	1505533	\$ 21,997.50	\$ -10,000.00	\$ 11,997.50
12/6/17	1516474	210.00	0.00	210.00
8/10/18	1568548	2,310.00	0.00	<u>2,310.00</u>
Outstanding Due:				<u>14,517.50</u>

**Outstanding Invoice Aging:**

	<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91-120</b>	<b>121+</b>
	2,310.00	0.00	0.00	0.00	12,207.50

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): HUNDEN STRATEGIC PARTNERS  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No: 1-11043  
 Contract No: 6601-4002  
 Period From: 9/28/18  
 Period To: 9/30/18  
 Project No: 8601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Amt _____	
Entered _____	Ret _____
Date _____	Dep _____
Appi No _____	Net _____
	Approval _____
	Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its then rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.



Signed: \_\_\_\_\_

Date: 10.1.18

Name / Title: ROB HUNDEN, PRESIDENT / CEO

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$ 58,500.00
Change Orders No ___ through _____	\$ _____
CURRENT CONTRACT AMOUNT .....	\$ 58,500.00
TOTAL COMPLETED & STORED TO DATE .....	\$ 18,000.00
RETAINAGE _____%	\$ 0.00
TOTAL EARNED LESS RETAINAGE .....	\$ 18,000.00
LESS PREVIOUS REQUESTS .....	\$ 0.00
CURRENT AMOUNT DUE .....	\$ 18,000.00

State of: Illinois County of: COOK  
 Subscribed and sworn to before me this 13 day of October, 20 18  
 Notary Public: Laura Spottifello  
 My Commission expires: 5/20/21

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Misc. Professional Services	\$ 52,000.00	\$ -	\$ 18,000.00	\$ 18,000.00	34.62%
40-55-000	Misc. Professional Services (Reimbursable Expenses)	\$ 6,500.00	\$ -	\$ -	\$ -	0.00%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 58,500.00	\$ -	\$ 18,000.00	\$ 18,000.00	30.77%

Accounts Payable

Division	Project Number
13	6601
Account Number	Task Number
62595	01
Invoice Number	Amount
11043	18,000.00
Date	Date
10.1.18	10.1.18

10.1.18



# Invoice

Date: October 1, 2018  
Invoice #: 11043

To: Lynnette Crandall/Phil Sautebin  
Landmark Development Services Company, LLC  
10 W. Mifflin Street, Suite 400  
Madison, WI 53703

	Job	Payment Terms	Due Date
	Big Sky Study	Due upon receipt	

Qty	Description	Unit Price	Line Total
1.00	Kickoff Invoice - Big Sky Market & Financial Study	\$ 18,000.00	\$ 18,000.00
	Total Contract Value = \$52,000 plus up to \$6,500 in expenses		

Subtotal \$ 18,000.00  
Sales Tax  
Total \$ 18,000.00

**Make all checks payable to Hunden Strategic Partners**  
**213 West Institute Place, Suite 707 Chicago, IL 60610**

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): HUNDEN STRATEGIC PARTNERS  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No: 2-11051  
 Contract No: 6601-4002  
 Period From: 9/30/18  
 Period To: 10/26/18  
 Project No: 6601  
 Project Name: One Big Sky District

<b>FOR OFFICE USE</b>	
Entered _____	Amt _____
Date _____	Ret _____
Appl No _____	Del _____
	Net _____
	Approval _____
	Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	58,500.00
Change Orders No ___ through ___ .....	\$	
<b>CURRENT CONTRACT AMOUNT .....</b>	<b>\$</b>	<b>58,500.00</b>
TOTAL COMPLETED & STORED TO DATE .....	\$	36,000.00
RETAINAGE _____ % .....	\$	0.00
TOTAL EARNED LESS RETAINAGE .....	\$	36,000.00
LESS PREVIOUS REQUESTS .....	\$	18,000.00
<b>CURRENT AMOUNT DUE .....</b>	<b>\$</b>	<b>18,000.00</b>

Signed:

*RLH*

Date:

10.2.18

Name / Title:

ROB HUNDEN, PRESIDENT/CEO

State of: Illinois County of: Cook  
 Subscribed and sworn to before me this 2nd day of October, 2018  
 Notary Public: Laura Spadella  
 My Commission expires: 5/30/21

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Misc. Professional Services	\$ 52,000.00	\$ 18,000.00	\$ 18,000.00	\$ 36,000.00	69.23%
40-55-000	Misc. Professional Services (Reimbursable Expenses)	\$ 6,500.00	\$ -	\$ -	\$ -	0.00%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 58,500.00	\$ 18,000.00	\$ 18,000.00	\$ 36,000.00	61.54%

Division	10
Account Number	62595
Contract Number	11051
Contract Date	10-2-18
Approval	<i>fs</i> 10-2-18
Project Number	6601
Contract Value	01
Contract Amount	+15000.00
Contract Date	10-2-18
Approval	<i>fs</i> 10-2-18



# Invoice

Date: October 2, 2018  
Invoice #: 11051

To: Lynnette Crandall/Phil Sautebin  
Landmark Development Services Company, LLC  
10 W. Mifflin Street, Suite 400  
Madison, WI 53703

	Job	Payment Terms	Due Date
	Big Sky Study	Due upon receipt	

Qty	Description	Unit Price	Line Total
1.00	Preliminary Findings - Big Sky Market & Financial Study	\$ 18,000.00	\$ 18,000.00
	Total Contract Value = \$52,000 plus up to \$6,500 in expenses		

Subtotal \$ 18,000.00  
Sales Tax  
Total \$ 18,000.00

**Make all checks payable to Hunden Strategic Partners**  
213 West Institute Place, Suite 707 Chicago, IL 60610

**DEVELOPER APPLICATION FOR PAYMENT (Form 4023)**

From (Developer):	LANDMARK DEVELOPMENT SERVICES COMPANY, LLC	Application No:	6601-002	<b>FOR OFFICE USE</b>	Amt	_____		
To (EDC):	BIG SKY ECONOMIC DEVELOPMENT CORPORATION	Contract No:			Entered	_____	Ret	_____
	222 N. 32ND, STE. 200	Period From:	10/1/2018		Date	_____	Ded	_____
	BILLINGS, MT 59101	Period To:	10/31/2018		Appl No	_____	Net	_____
Attention:	Executive Director	Project No:	6601				Approval	_____
		Project Name:	One Big Sky District				Date:	_____

**CERTIFICATE OF CONSULTANT:**

The undersigned Developer certifies that to the best of Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Developer for Work for which previous Applications for Payment were issued and payments received from the EDC, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Developer has previously given written notice to EDC and which have been approved by EDC as a Contract Revision. Further, Developer, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by EDC, if any.

Signed: \_\_\_\_\_  


Date: \_\_\_\_\_ 11/2/2018

Name / Title: \_\_\_\_\_ Philip Sautebin / Financial Manager

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT	.....\$	675,000.00
Change Orders No ___ through ___	.....\$	0.00
CURRENT CONTRACT AMOUNT	..... \$	675,000.00
<hr/>		
TOTAL COMPLETED & STORED TO DATE	... \$	290,754.22
RETAINAGE _____%	..... \$	0.00
TOTAL EARNED LESS RETAINAGE	..... \$	290,754.22
LESS PREVIOUS REQUESTS	..... \$	174,749.10
CURRENT AMOUNT DUE	..... \$	116,005.12

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_

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

My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Conceptual Design & Master Plan	\$ 282,000.00	\$ 136,439.10	\$ 42,685.99	\$ 179,125.09	63.5%
40-25-000	Marketing & Collateral Materials	\$ 86,000.00	\$ -	\$ -	\$ -	0.0%
40-25-000	Public and Media Relations	\$ 26,000.00	\$ -	\$ -	\$ -	0.0%
40-25-000	Governmental Relations	\$ 30,000.00	\$ -	\$ 7,500.00	\$ 7,500.00	25.0%
40-35-000	Legal/Public Finance/Entitlements/Land Use	\$ 82,000.00	\$ -	\$ 49,500.00	\$ 49,500.00	60.4%
40-55-000	Other Professional Services	\$ 28,000.00	\$ 2,310.00	\$ 495.00	\$ 2,805.00	10.0%
40-55-000	Feasibility/Market Analysis	\$ 52,000.00	\$ 36,000.00	\$ 15,824.13	\$ 51,824.13	99.7%
40-55-000	Fiscal and Economic Impact Analysis	\$ 56,000.00	\$ -	\$ -	\$ -	0.0%
40-90-000	Reimbursable Expenses	\$ 33,000.00	\$ -	\$ -	\$ -	0.0%
		<b>\$ 675,000.00</b>	<b>\$ 174,749.10</b>	<b>\$ 116,005.12</b>	<b>\$ 290,754.22</b>	<b>43.1%</b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant):	CTA ARCHITECT ENGINEERS	Application No: 3	<b>FOR OFFICE USE</b> Amt. _____ Entered _____ Ret. _____ Date _____ Paid _____ Appl. No. _____ Net _____ Approval _____ Date _____
To (Developer):	LANDMARK DEVELOPMENT SERVICES COMPANY, LLC 10 West Mifflin Street Suite 400 Madison, WI 53703	Contract No: 6601-4000	
		Period From: 9/24/2018	
		Period To: 10/21/2018	
		Project No: 6601	
Attention:		Project Name: One Big Sky District	

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Developer, and that current payment shown herein is now due and, further, that Change Orders No. \_\_\_ through \_\_\_ the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Developer and which have been approved by Developer as a Contract Revision. Further, Consultant, upon payment of the sum TOTAL COMPLETED & STORED TO DATE its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, RETAINAGE currently being withheld by Developer.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT	\$ 282,000.00
CURRENT CONTRACT AMOUNT	\$ 282,000.00
TOTAL COMPLETED & STORED TO DATE	\$ 0.00 requested in this Application for Payment hereby waives all
RETAINAGE	0% \$ 0.00 except as to retainage
TOTAL EARNED LESS RETAINAGE	\$ 179,125.09
PREVIOUS REQUESTS	\$ 136,439.10
AMOUNT DUE	\$ 42,685.99

Signed:

*Shannon Christensen*



Date:

10.30.18

Name / Title:

*Shannon Christensen, Associate Principal*

Subscribed and sworn to before me this 30<sup>th</sup> day of October 2018  
 Notary Public: *Laurie F. Watts*  
 My Commission expires: *10-28-22* New stamp on order

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Architecture Design and Master Planning	\$ 197,000.00	\$ 119,188.08	\$ 25,000.00	\$ 144,188.08	73.1819%
40-05-000	Civil Engineering	\$ 50,000.00	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00	50.00%
		\$ 35,000.00	\$ 7,251.02	\$ 2,685.99	\$ 9,937.01	28.3915%
		\$ 282,000.00	\$ 136,439.10	\$ 42,685.99	\$ 179,125.09	63.00%

Accounts Payable

Project Number	6601
Invoice Number	01
Amount	142,655.99
Date	10-26-18
Date	10-31-18

10  
62595  
140137  
10-26-18  
R



CTA Inc.  
PO Box 30071 (Payment Address)  
Billings, MT 59107  
P. 406.248.7455 F. 406.248.3779  
Federal Tax ID: 81-0305543

Phil Sautebin  
Landmark Development Services Company, LLC  
10 West Mifflin St, Ste 400  
Madison, WI 53703

October 26, 2018  
Invoice No: 140137  
Contract/PO Number:

Project OBSC\_200 One Big Sky District Development Plan  
Professional Services from September 24, 2018 through October 21, 2018

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Architecture Design & Master Planning	197,000.00	73.1919	144,188.08	119,188.08	25,000.00
Civil Engineering	50,000.00	50.00	25,000.00	10,000.00	15,000.00
Other Costs	35,000.00	28.3915	9,937.01	7,251.02	2,685.99
Total Fee	282,000.00		179,125.09	136,439.10	42,685.99
		<b>Total Fee</b>			<b>42,685.99</b>
			<b>Total Project Invoice Amount</b>		<b><u><u>\$42,685.99</u></u></b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): FLYWHEEL GOVERNMENT SOLUTIONS  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No:  
 Contract No: 6601-4003  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Entered _____	Arnt _____
Date _____	Ret _____
Appl No _____	Ded _____
	Net _____
	Approval _____
	Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	20,000.00
Change Orders No ___ through _____	\$	
CURRENT CONTRACT AMOUNT .....	\$	20,000.00
TOTAL COMPLETED & STORED TO DATE .....	\$	7500 0.00
RETAINAGE _____% .....	\$	0.00
TOTAL EARNED LESS RETAINAGE .....	\$	0.00
LESS PREVIOUS REQUESTS .....	\$	0.00
CURRENT AMOUNT DUE .....	\$	7500 0.00

Signed:

*David Beightol*

Date:

11/1/18

Name / Title:

DAVID BEIGHTOL, Managing Partner

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_

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

My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-25-000	Governmental Relations	\$ 20,000.00	\$ -	\$ 7500 -	\$ -	33% 0.00%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 20,000.00	\$ -	\$ -	\$ -	0.00%

10  
62595  
1721  
10-6-18

6601  
01  
+7500.00  
10-6-18

11-8-18

**Flywheel Government Solutions**  
1401 K Street NW  
Suite 525  
Washington, DC 20005 US  
(202)441-7222  
Ann@flywheelgs.com



**Invoice 1721**

**BILL TO**

Mr. Phil Sautebin  
Landmark Development  
Services Co  
10 Mifflin Street  
Suite 400  
Madison, WI 53703

DATE  
11/06/2018

PLEASE PAY  
**\$7,500.00**

DUE DATE  
11/21/2018

**ACTIVITY**

**AMOUNT**

Fee for Services : October 2018

7,500.00

**WIRE TRANSFER INSTRUCTIONS:**

Bank Name: Finemark Bank  
12681 Creekside Lane  
Ft. Myers, FL 33919

ABA Routing # 067016231

Name of Acct: Flywheel Government Solutions  
Acct# 5935000080

TOTAL DUE

**\$7,500.00**

THANK YOU.

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): HUNDEN STRATEGIC PARTNERS  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

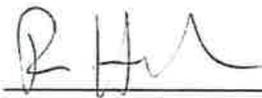
Application No: 3-11063  
 Contract No: 6601-4002  
 Period From: 10/26/18  
 Period To: 11/15/18  
 Project No: 6601  
 Project Name: One Big Sky District

<b>FOR OFFICE USE</b>	
Entered _____	Amt _____
Date _____	Ret _____
Appl No _____	Ded _____
	Net _____
	Approval _____
	Date: _____

Attention: PHIL SAUTEBIN

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.



Signed: \_\_\_\_\_

Date: 11/5/18

Name / Title: ROB HUNDEN, PRESIDENT/CEO

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	58,500.00
Change Orders No ___ through ___ .....	\$	
<b>CURRENT CONTRACT AMOUNT .....</b>	<b>\$</b>	<b>58,500.00</b>
TOTAL COMPLETED & STORED TO DATE .....	\$	51,824.13
RETAINAGE _____% .....	\$	0.00
TOTAL EARNED LESS RETAINAGE .....	\$	51,824.13
LESS PREVIOUS REQUESTS .....	\$	36,000.00
<b>CURRENT AMOUNT DUE .....</b>	<b>\$</b>	<b>15,824.13</b>

State of: Illinois County of: Cook  
 Subscribed and sworn to before me this 5th day of November, 2018  
 Notary Public: Renata Spadellio  
 My Commission expires: 5/26/21

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Misc. Professional Services	\$ 52,000.00	\$ 36,000.00	\$ 12,000.00	\$ 48,000.00	92.31%
40-55-000	Misc. Professional Services (Reimbursable Expenses)	\$ 6,500.00	\$ -	\$ 3,824.13	\$ 3,824.13	58.83%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 58,500.00	\$ 36,000.00	\$ 15,824.13	\$ 51,824.13	88.59%

Handwritten notes and stamps:  
 10  
 62915  
 11063  
 11-5-18  
 6601  
 01  
 +15824.13  
 11-5-18  
 11-5-18



# Invoice

Date: November 5, 2018  
Invoice #: 11063

To: Lynnette Crandall  
Hammes Co.  
10 W. Mifflin Street, Suite 400  
Madison, WI 53703

	Job	Payment Terms	Due Date
	Big Sky Study	Upon delivery of Draft Written Report to Developer	

Qty	Description	Unit Price	Line Total
1.00	Draft Written Report Invoice - Big Sky Market & Financial Study	\$ 12,000.00	\$ 12,000.00
	Expenses up to 11/5/18	3,824.13	3,824.13
Total Contract Value = \$52,000 plus up to \$6,500 in expenses			

Subtotal \$ 15,824.13  
Sales Tax  
Total \$ 15,824.13

**Make all checks payable to Hunden Strategic Partners**  
213 West Institute Place, Suite 707 Chicago, IL 60610



Michael Best & Friedrich LLP  
 Attorneys at Law  
 One South Pinckney Street  
 Suite 700  
 P.O. Box 1806  
 Madison, WI 53701-1806  
 Phone 608.257.3501  
 Fax 608.283.2275  
 www.michaelbest.com

EIN 39-0934985

Hammes Company Sports Development, Inc.  
 Attn: Robert P. Dunn  
 10 W. Mifflin Street, 4th Floor  
 Madison, WI 53703

Remittance for Payments:  
 Michael Best & Friedrich LLP  
 PO Box 88462  
 Milwaukee, WI 53288-0462

Wire Transfer Instructions  
 Bank Name: BMO Harris Bank, N.A.  
 111 W. Monroe Street, Chicago, IL 60603  
 ABA Routing # 071000288  
 Name of Acct: Michael Best & Friedrich LLP  
 Acct # 0024122010  
 SWIFT Code: HATRUS44

Invoice Date                      October 9, 2018  
 Invoice No.                         1581371

Client/Matter                      **026544-0042 Big Sky Center - Billings, Montana**

For professional services rendered through September 30, 2018, as follows:

<u>Date</u>	<u>Timekeeper</u>	<u>Narrative</u>	<u>Hours</u>
8/13/18	M Green	Review existing purchase agreement and summarized proposed amendments.	0.40
8/14/18	M Green	Review contract for updated provisions.	0.50
Total Hours			0.90
Total Services			\$ 495.00
Total Disbursements			0.00
<b>Total This Invoice</b>			<b>\$ 495.00</b>

Handwritten notes on a grid:

10	6601
62545	01
1581371	1495.00
10.9.18	10.9.18
	fr 11.8.18

**Outstanding Invoices:**

<u>Date</u>	<u>Invoice</u>	<u>Total</u>	<u>Credits</u>	<u>Balance</u>
10/18/17	1505533	\$ 21,997.50	\$ -10,000.00	\$ 11,997.50
12/6/17	1516474	210.00	0.00	210.00
8/10/18	1568548	2,310.00	0.00	2,310.00

Michael Best & Friedrich LLP  
One South Pinckney Street, Suite 700  
P.O. Box 1806  
Madison, WI 53701-1806

Invoice 1581371  
026544-0042  
October 9, 2018  
Page 2 of 2

10/9/18	1581371	495.00	0.00	<u>495.00</u>
Outstanding Due:				<u>15,012.50</u>

---

Outstanding Invoice Aging:

<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91-120</b>	<b>121+</b>
495.00	2,310.00	0.00	0.00	12,207.50



Legal & Strategy Advisors LLC

Public - Private Partnerships | Economic Development | Public Finance | Government Affairs

INVOICE NO. 181001-1 OCTOBER 31, 2018

BILL TO

Landmark Development Services Company
10 West Mifflin Street, Suite 400
Madison, Wisconsin 53703

INSTRUCTIONS

Please remit pursuant to Contract #6601-4005.

DESCRIPTION TOTAL

Legal & Public Finance / P3 advisory services:
Fees for services rendered through October 31, 2018, in connection with the One Big Sky District project. \$ 49,500.00

Accounts Payable table with handwritten entries: Division 10, Project Number 6601, Account Number 62595, Task Number 01, Invoice Number 181001-1, Amount +49,500.00, Invoice Date 10-31-18, Due Date 10-31-18, Approval P3, Date 11-2-18

P3 Legal & Strategy Advisors LLC
1650 West End Blvd., Suite 100
Minneapolis, MN 55416

**DEVELOPER APPLICATION FOR PAYMENT (Form 4023)**

From (Developer): **LANDMARK DEVELOPMENT SERVICES COMPANY, LLC**  
 To (EDC): **BIG SKY ECONOMIC DEVELOPMENT CORPORATION**  
 222 N. 32ND, STE. 200  
 BILLINGS, MT 59101

Application No: 6601-003  
 Contract No:  
 Period From: **11/1/2018**  
 Period To: **11/30/2018**  
 Project No: **6601**  
 Project Name: **One Big Sky District**

<b>FOR OFFICE USE</b>	
Amt _____	Entered _____
Ret _____	Date _____
Ded _____	Appl No _____
Net _____	Approval _____
Date: _____	

Attention: **Executive Director**

**CERTIFICATE OF CONSULTANT:**

The undersigned Developer certifies that to the best of Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Developer for Work for which previous Applications for Payment were issued and payments received from the EDC, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Developer has previously given written notice to EDC and which have been approved by EDC as a Contract Revision. Further, Developer, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by EDC, if any.

Signed: 

Date: 12/3/2018

Name / Title: Philip Sautebin / Financial Manager

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$ <u>675,000.00</u>
Change Orders No ___ through ___ .....	\$ <u>0.00</u>
CURRENT CONTRACT AMOUNT .....	\$ <u>675,000.00</u>
<hr/>	
TOTAL COMPLETED & STORED TO DATE ...	\$ <u>374,184.44</u>
RETAINAGE _____% .....	\$ <u>0.00</u>
TOTAL EARNED LESS RETAINAGE .....	\$ <u>374,184.44</u>
LESS PREVIOUS REQUESTS .....	\$ <u>290,754.22</u>
CURRENT AMOUNT DUE .....	\$ <u>83,430.22</u>

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Conceptual Design & Master Plan	\$ 282,000.00	\$ 179,125.09	\$ 34,940.22	\$ 214,065.31	75.9%
40-25-000	Marketing & Collateral Materials	\$ 86,000.00	\$ -	\$ -	\$ -	0.0%
40-25-000	Public and Media Relations	\$ 26,000.00	\$ -	\$ -	\$ -	0.0%
40-25-000	Governmental Relations	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	50.0%
40-35-000	Legal/Public Finance/Entitlements/Land Use	\$ 82,000.00	\$ 49,500.00	\$ 20,000.00	\$ 69,500.00	84.8%
40-55-000	Other Professional Services	\$ 28,000.00	\$ 2,805.00	\$ 990.00	\$ 3,795.00	13.6%
40-55-000	Feasibility/Market Analysis	\$ 52,000.00	\$ 51,824.13	\$ -	\$ 51,824.13	99.7%
40-55-000	Fiscal and Economic Impact Analysis	\$ 56,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	35.7%
40-90-000	Reimbursable Expenses	\$ 33,000.00	\$ -	\$ -	\$ -	0.0%
		<b>\$ 675,000.00</b>	<b>\$ 290,754.22</b>	<b>\$ 83,430.22</b>	<b>\$ 374,184.44</b>	<b>55.4%</b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant):	CTA ARCHITECT ENGINEERS	Application No: 4	<b>FOR OFFICE USE</b> Amt: _____ Entered: _____ Ret: _____ Date: _____ Ded: _____ Appl No: _____ Net: _____ Approval: _____ Date: _____
To (Developer):	LANDMARK DEVELOPMENT SERVICES COMPANY, LLC	Contract No: 6601-4000	
	10 West Mifflin Street Suite 400	Period From: 10/22/2018	
	Madison, WI 53703	Period To: 11/18/2018	
		Project No: 6601	
Attention:		Project Name: One Big Sky District	

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for

Work for which previous Applications for Payment were issued and payments received from the Developer, and that current payment shown herein is now due and, further, that Change Orders No \_\_\_ through \_\_\_ the date of this Application for Payment

for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Developer and which have been approved

by Developer as a Contract Revision. Further, Consultant, upon payment of the sum TOTAL COMPLETED & STORED TO DATE \$ 0.00 requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, RETAINAGE 0 % \$ 0.00 except as to retainage currently being withheld by Developer.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT ..... \$ 282,000.00

CURRENT CONTRACT AMOUNT ..... \$ 282,000.00

TOTAL EARNED LESS RETAINAGE ..... \$ 214,065.31

LESS PREVIOUS REQUESTS ..... \$ 179,125.09

CURRENT AMOUNT DUE ..... \$ 34,940.22

Signed:

*Shanna Christensen*



Laurie F. Watts  
 NOTARY PUBLIC for the State of Montana  
 Residing at Billings, Montana  
 My Commission Expires October 28, 2022

State of: Montana County of: Yellowstone

Date:

11-27-2018

Subscribed and sworn to before me this 27<sup>th</sup> day of November 2018

Notary Public: Laurie F. Watts Laurie F. Watts

Name / Title:

*Shannon Christensen, Assoc. Principal*

My Commission expires: 10-28-22

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Architecture Design and Master Planning	\$ 197,000.00	\$ 144,188.08	\$ 20,000.00	\$ 164,188.08	83.3442%
40-05-000	Civil Engineering	\$ 50,000.00	\$ 25,000.00	\$ 10,000.00	\$ 35,000.00	70.00%
		\$ 35,000.00	\$ 9,937.01	\$ 4,940.22	\$ 14,877.23	42.5064%
		\$ 282,000.00	\$ 179,125.09	\$ 34,940.22	\$ 214,065.31	75.00%

Accounts Payable	
Division <u>10</u>	Project Number <u>6601</u>
Account Number <u>62995</u>	Task Number <u>01</u>
Invoice Number <u>140796</u>	<u>+34940.22</u>
Invoice Date <u>11-23-18</u>	Due Date <u>11-23-18</u>
Approval <u>[Signature]</u>	Date <u>11-27-18</u>



CTA Inc.  
 PO Box 30071 (Payment Address)  
 Billings, MT 59107  
 P. 406.248.7455 F. 406.248.3779  
 Federal Tax ID: 81-0305543

Phil Sautebin  
 Landmark Development Services Company, LLC  
 10 West Mifflin St, Ste 400  
 Madison, WI 53703

November 23, 2018  
 Invoice No: 140796  
 Contract/PO Number:

Project OBSC\_200 One Big Sky District Development Plan  
Professional Services from October 22, 2018 through November 18, 2018

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Architecture Design & Master Planning	197,000.00	83.3442	164,188.08	144,188.08	20,000.00
Civil Engineering	50,000.00	70.00	35,000.00	25,000.00	10,000.00
Other Costs	35,000.00	42.5064	14,877.23	9,937.01	4,940.22
Total Fee	282,000.00		214,065.31	179,125.09	34,940.22
		<b>Total Fee</b>			<b>34,940.22</b>
			<b>Total Project Invoice Amount</b>		<b><u>\$34,940.22</u></b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): FLYWHEEL GOVERNMENT SOLUTIONS  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No:  
 Contract No: 6601-4003  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Entered _____	Amt _____
Date _____	Ret _____
Appl No _____	Ded _____
	Net _____
	Approval _____
	Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

Signed: David Beightol  
 Date: 12/11/18  
 Name / Title: David Beightol, Managing Partner

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$ 20,000.00
Change Orders No ___ through ___ .....	\$ _____
CURRENT CONTRACT AMOUNT .....	\$ 20,000.00
TOTAL COMPLETED & STORED TO DATE .....	\$ 15,000.00
RETAINAGE _____% .....	\$ 0.00
TOTAL EARNED LESS RETAINAGE .....	\$ 0.00
LESS PREVIOUS REQUESTS .....	\$ 0.00
CURRENT AMOUNT DUE .....	\$ 15,000.00

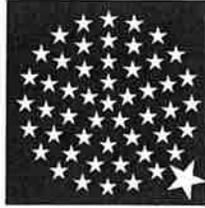
State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-25-000	Governmental Relations	\$ 20,000.00	\$ 7500 -	\$ 7500 -	\$ 15000 -	66.70-000%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 20,000.00	\$ -	\$ -	\$ -	0.00%

10  
 62595  
 1741  
 12.9.18  
 6601  
 01  
 +7500.00  
 12.9.18  
 12.11.18

**Flywheel Government Solutions**  
 1401 K Street NW  
 Suite 525  
 Washington, DC 20005 US  
 (202)441-7222  
 Ann@flywheelgs.com



**Invoice 1741**

**BILL TO**

Mr. Phil Sautebin  
 Landmark Development  
 Services Co  
 10 Mifflin Street  
 Suite 400  
 Madison, WI 53703

DATE 12/09/2018	<b>PLEASE PAY</b> <b>\$15,000.00</b>	DUE DATE 12/24/2018
--------------------	---	------------------------

DATE	ACCOUNT SUMMARY	AMOUNT
11/06/2018	Balance Forward	\$7,500.00
	Payments and credits between 11/06/2018 and 12/09/2018	0.00
	New charges (details below)	7,500.00
	<b>Total Amount Due</b>	<b>\$15,000.00</b>

ACTIVITY	AMOUNT
Fee for Services : November 2018	7,500.00

<b>WIRE TRANSFER INSTRUCTIONS:</b>	<b>TOTAL OF NEW CHARGES</b>	<b>7,500.00</b>
Bank Name: Finemark Bank 12681 Creekside Lane Ft. Myers, FL 33919	<b>TOTAL DUE</b>	<b>\$15,000.00</b>
ABA Routing # 067016231		
Name of Acct: Flywheel Government Solutions		THANK YOU.
Acct# 5935000080		



Legal & Strategy Advisors LLC

Public - Private Partnerships | Economic Development | Public Finance | Government Affairs

INVOICE NO. 181001-2 NOVEMBER 30, 2018

BILL TO

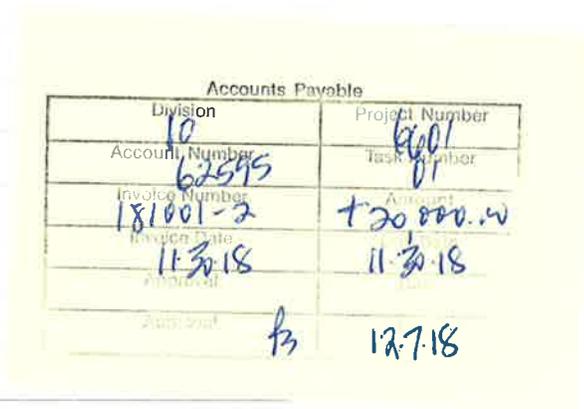
Landmark Development Services Company
10 West Mifflin Street, Suite 400
Madison, Wisconsin 53703

INSTRUCTIONS

Please remit pursuant to Contract #6601-4005.

DESCRIPTION TOTAL

Legal & Public Finance / P3 advisory services:
Fees for services rendered through November 30, 2018, in connection with the One Big Sky District project. \$ 20,000.00



P3 Legal & Strategy Advisors LLC
1650 West End Blvd., Suite 100
Minneapolis, MN 55416



Michael Best & Friedrich LLP  
 Attorneys at Law  
 One South Pinckney Street  
 Suite 700  
 P.O. Box 1806  
 Madison, WI 53701-1806  
 Phone 608.257.3501  
 Fax 608.283.2275  
 www.michaelbest.com

EIN 39-0934985

Hammes Company Sports Development, Inc.  
 Attn: Robert P. Dunn  
 10 W. Mifflin Street, 4th Floor  
 Madison, WI 53703

Remittance for Payments:  
 Michael Best & Friedrich LLP  
 PO Box 88462  
 Milwaukee, WI 53288-0462

Wire Transfer Instructions  
 Bank Name: BMO Harris Bank, N.A.  
 111 W. Monroe Street, Chicago, IL 60603  
 ABA Routing # 071000288  
 Name of Acct: Michael Best & Friedrich LLP  
 Acct # 0024122010  
 SWIFT Code: HATRUS44

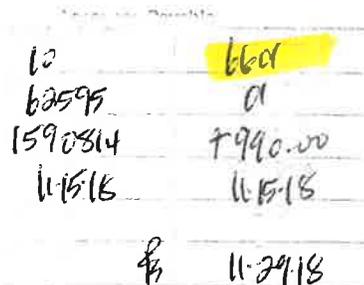
Invoice Date November 15, 2018  
 Invoice No. 1590814

Client/Matter **026544-0042 Big Sky Center - Billings, Montana**

For professional services rendered through October 31, 2018, as follows:

<u>Date</u>	<u>Timekeeper</u>	<u>Narrative</u>	<u>Hours</u>
10/24/18	M Green	Teleconferences with Attorney Crandall and Mr. Dunn regarding revisions to purchase and development agreement.	0.40
10/25/18	M Green	Edit and revise amendment to purchase agreement.	0.80
10/30/18	M Green	Edit and revise Purchase Agreement form for Montana properties.	0.60
Total Hours			1.80

Total Services			\$ 990.00
Total Disbursements			0.00
<b>Total This Invoice</b>			<b>\$ 990.00</b>



**Outstanding Invoices:**

<u>Date</u>	<u>Invoice</u>	<u>Total</u>	<u>Credits</u>	<u>Balance</u>
10/18/17	1505533	\$ 21,997.50	\$ -10,000.00	\$ 11,997.50
12/6/17	1516474	210.00	0.00	210.00

Michael Best & Friedrich LLP  
One South Pinckney Street, Suite 700  
P.O. Box 1806  
Madison, WI 53701-1806

Invoice 1590814  
026544-0042  
November 15, 2018  
Page 2 of 2

8/10/18	1568548	2,310.00	0.00	2,310.00
10/9/18	1581371	495.00	0.00	495.00
11/15/18	1590814	990.00	0.00	990.00
Outstanding Due:				<u>16,002.50</u>

Outstanding Invoice Aging:

<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91-120</b>	<b>121+</b>
990.00	495.00	0.00	2,310.00	12,207.50

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): JOHNSON CONSULTING  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No: 1  
 Contract No: 6601-4006  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Entered _____	Amt _____
Date _____	Ret _____
Appl No _____	Ded _____
	Net _____
	Approval _____
	Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

Signed: \_\_\_\_\_

*Kelise Winch*

Date: \_\_\_\_\_

12/12/18

Name / Title: \_\_\_\_\_

Kelise Winch / Office Admin

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	34,000.00
Change Orders No ___ through ___ .....	\$	_____
CURRENT CONTRACT AMOUNT .....	\$	34,000.00
TOTAL COMPLETED & STORED TO DATE .....	\$	20,000.00
RETAINAGE _____% .....	\$	0.00
TOTAL EARNED LESS RETAINAGE .....	\$	20,000.00
LESS PREVIOUS REQUESTS .....	\$	_____
CURRENT AMOUNT DUE .....	\$	20,000.00

State of: IL County of: Cook

Subscribed and sworn to before me this 12 day of 12, 20 18

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

My Commission expires: 04/22/2019

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Miscellaneous Professional Services	\$ 30,000.00		\$ 20,000.00	\$ 20,000.00	66.67%
	Professional Services (Reimbursable)	\$ 4,000.00	\$ -	\$ -	\$ -	0.00%
			\$ -	\$ -	\$ -	#DIV/0!
		\$ 34,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	58.82%

Accounts Payable	
Division <u>10</u>	Project Number <u>6601</u>
Account Number <u>62595</u>	Task Number <u>01</u>
Invoice Number <u>4938</u>	Amount <u>120,000.00</u>
Invoice Date <u>12-12-18</u>	Date <u>12-12-18</u>
Approval <u>[Signature]</u>	Date <u>12-12-18</u>

**C H Johnson Consulting Inc.**

6 East Monroe, 5th Floor  
Chicago, IL 60603  
(312) 444-1031  
accounting@chjc.com

# INVOICE

**INVOICE #** 4938  
**DATE** 12/12/2018

**TERMS** Net 30

**BILL TO**

Landmark Development  
Services Company LLC  
10 W. Mifflin Street Suite 400  
Madison, WI 53703

Please detach top portion and return with your payment.

ACTIVITY

AMOUNT

One Big Sky District in Billings, MT  
Fees for services rendered

20,000.00

Thank you. We appreciate your business!

**BALANCE DUE**

**\$20,000.00**

If you wish to wire payment, our wire information is provided below:

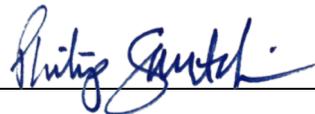
Chase Bank Chicago  
Routing number 071000013  
Account number 807069299

**DEVELOPER APPLICATION FOR PAYMENT (Form 4023)**

From (Developer):	LANDMARK DEVELOPMENT SERVICES COMPANY, LLC	Application No:	6601-004	<b>FOR OFFICE USE</b>	Amt	_____		
To (EDC):	BIG SKY ECONOMIC DEVELOPMENT CORPORATION	Contract No:			Entered	_____	Ret	_____
	222 N. 32ND, STE. 200	Period From:	12/1/2018		Date	_____	Ded	_____
	BILLINGS, MT 59101	Period To:	12/31/2018		Appl No	_____	Net	_____
Attention:	Executive Director	Project No:	6601				Approval	_____
		Project Name:	One Big Sky District			Date:	_____	

**CERTIFICATE OF CONSULTANT:**

The undersigned Developer certifies that to the best of Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Developer for Work for which previous Applications for Payment were issued and payments received from the EDC, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Developer has previously given written notice to EDC and which have been approved by EDC as a Contract Revision. Further, Developer, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by EDC, if any.

Signed: \_\_\_\_\_  


Date: \_\_\_\_\_ 1/31/2019 \_\_\_\_\_

Name / Title: \_\_\_\_\_ Philip Sautebin / Financial Manager \_\_\_\_\_

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT	.....\$	675,000.00
Change Orders No ___ through ___	.....\$	0.00
CURRENT CONTRACT AMOUNT	.....\$	675,000.00
<hr/>		
TOTAL COMPLETED & STORED TO DATE	...\$	519,673.82
RETAINAGE _____%	.....\$	0.00
TOTAL EARNED LESS RETAINAGE	.....\$	519,673.82
LESS PREVIOUS REQUESTS	.....\$	374,184.44
CURRENT AMOUNT DUE	.....\$	145,489.38

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Conceptual Design & Master Plan	\$ 264,841.02	\$ 214,065.31	\$ 50,775.71	\$ 264,841.02	100.0%
40-25-000	Marketing & Collateral Materials	\$ 35,000.00	\$ -	\$ 13,655.00	\$ 13,655.00	39.0%
40-25-000	Public and Media Relations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
40-25-000	Governmental Relations	\$ 20,000.00	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00	100.0%
40-35-000	Legal/Public Finance/Entitlements/Land Use	\$ 82,000.00	\$ 69,500.00	\$ 12,500.00	\$ 82,000.00	100.0%
40-55-000	Other Professional Services	\$ 54,002.50	\$ 3,795.00	\$ 5,608.68	\$ 9,403.68	17.4%
40-55-000	Feasibility/Market Analysis	\$ 58,500.00	\$ 51,824.13	\$ -	\$ 51,824.13	88.6%
40-55-000	Fiscal and Economic Impact Analysis	\$ 69,000.00	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	43.5%
40-90-000	Reimbursable Expenses	\$ 47,949.99	\$ -	\$ 47,949.99	\$ 47,949.99	100.0%
90-00-000	Savings/Contingency	\$ 43,706.49	\$ -	\$ -	\$ -	0.0%
		<b>\$ 675,000.00</b>	<b>\$ 374,184.44</b>	<b>\$ 145,489.38</b>	<b>\$ 519,673.82</b>	<b>77.0%</b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant):	CTA ARCHITECT ENGINEERS	Application No:	5	<b>FOR OFFICE USE</b> Entered _____ Ret _____ Date _____ Ded _____ Appl No _____ Net _____ Approval _____ Date: _____
To (Developer):	LANDMARK DEVELOPMENT SERVICES COMPANY, LLC 10 West Mifflin Street Suite 400 Madison, WI 53703	Contract No:	6601-4000	
		Period From:	11/19/2018	
		Period To:	12/23/2018	
		Project No:	6801	
Attention:		Project Name:	One Big Sky District	

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Developer, and that current payment shown herein is now due and, further, that Change Orders No \_\_\_ through \_\_\_ the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Developer and which have been approved by Developer as a Contract Revision. Further, Consultant, upon payment of the sum TOTAL COMPLETED & STORED TO DATE \$ 0.00 requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, RETAINAGE 0 % currently being withheld by Developer.

Signed: Shannon Christensen  
 Date: 1.2.2019  
 Name / Title: Shannon Christensen, Assoc. Pnrc.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT ..... \$ 282,000.00

CURRENT CONTRACT AMOUNT ..... \$ 282,000.00

TOTAL EARNED LESS RETAINAGE ..... \$ 244,528.47

LESS PREVIOUS REQUESTS ..... \$ 214,065.31

CURRENT AMOUNT DUE ..... \$ 30,463.16

State of: Montana County of: Yellowstone  
 Subscribed and sworn to before me this 2nd day of January, 2019  
 Notary Public: Laurie F. Watts  
 My Commission expires: 10-28-2020

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total	Percentage
40-05-000	Architecture Design and Master Planning	\$ 197,000.00	\$ 164,188.08	\$ 20,000.00	184,188.08	85.00%
		\$ 50,000.00	\$ 35,000.00	\$ 7,500.00	\$ 42,500.00	85.00%
		\$ 35,000.00	\$ 14,877.23	\$ 2,963.16	\$ 17,840.39	50.9725%
		\$ 282,000.00	\$ 214,065.31	\$ 30,463.16	\$ 244,528.47	86.71%

**LAURIE F. WATTS**  
 NOTARY PUBLIC FOR THE State of Montana  
 My Commission Expires October 28, 2020  
 SEAL OF NOTARY PUBLIC STATE OF MONTANA

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62595  
141457  
12.28.18  
Approved

6601  
01  
#30463.16  
12.28.18

11719



**CTA Inc.**  
**PO Box 30071 (Payment Address)**  
**Billings, MT 59107**  
**P. 406.248.7455 F. 406.248.3779**  
**Federal Tax ID: 81-0305543**

Phil Sautebin  
Landmark Development Services Company, LLC  
10 West Mifflin St, Ste 400  
Madison, WI 53703

December 28, 2018  
Invoice No: 141457  
Contract/PO Number:

Project OBSC\_200 One Big Sky District Development Plan  
Professional Services from November 19, 2018 through December 23, 2018

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Architecture Design & Master Planning	197,000.00	93.4965	184,188.08	164,188.08	20,000.00
Civil Engineering	50,000.00	85.00	42,500.00	35,000.00	7,500.00
Other Costs	35,000.00	50.9725	17,840.39	14,877.23	2,963.16
Total Fee	282,000.00		244,528.47	214,065.31	30,463.16
		<b>Total Fee</b>			<b>30,463.16</b>
			<b>Total Project Invoice Amount</b>		<b><u><u>\$30,463.16</u></u></b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): CTA ARCHITECT ENGINEERS  
 To (Developer): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No: 6  
 Contract No: 6601-4000  
 Period From: 12/24/2018  
 Period To: 01/20/2019  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Entered	Amt
Date	Ret
Appl No	Dec
	Net
	Approval
	Date

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Developer, and that current payment shown herein is now due and, further, that Change Orders No \_\_\_ through \_\_\_ the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Developer and which have been approved by Developer as a Contract Revision. Further, Consultant, upon payment of the sum TOTAL COMPLETED & STORED TO DATE \$ 0.00 requested in this Application for Payment hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, RETAINAGE 0 % currently being withheld by Developer.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....\$ 282,000.00

CURRENT CONTRACT AMOUNT .....\$ 282,000.00

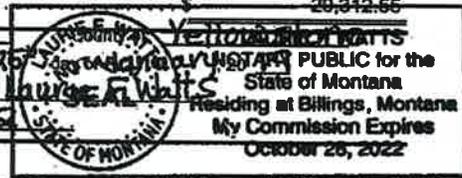
TOTAL EARNED LESS RETAINAGE .....\$ 264,841.02

LESS PREVIOUS REQUESTS .....\$ 244,528.47

CURRENT AMOUNT DUE .....\$ 20,312.55

Signed: Shannon Christensen  
 Date: 1.25.2019  
 Name / Title: Shannon Christensen, Assoc. Principal

State of: Montana  
 Notary Public: George F. Watts  
 My Commission expires: 10-28-2022



**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Architecture Design and Master Planning	\$ 197,000.00	\$ 184,188.08	\$ 12,811.92	\$ 197,000.00	100.00%
	Civil Engineering	\$ 50,000.00	\$ 42,500.00	\$ 7,500.00	\$ 50,000.00	100.00%
		\$ 35,000.00	\$ 17,840.39	\$ 0.63	\$ 17,841.02	50.9743%
		\$ 282,000.00	\$ 244,528.47	\$ 20,312.55	\$ 264,841.02	93.91%

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F3 1-30-19



CTA Inc.  
PO Box 30071 (Payment Address)  
Billings, MT 59107  
P. 406.248.7455 F. 406.248.3779  
Federal Tax ID: 81-0305543

Phil Sautebin  
Landmark Development Services Company, LLC  
10 West Mifflin St, Ste 400  
Madison, WI 53703

January 25, 2019  
Invoice No: 142078  
Contract/PO Number:

Project OBSC\_200 One Big Sky District Development Plan  
Professional Services from December 24, 2018 through January 20, 2019

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Architecture Design & Master Planning	197,000.00	100.00	197,000.00	184,188.08	12,811.92
Civil Engineering	50,000.00	100.00	50,000.00	42,500.00	7,500.00
Other Costs	35,000.00	50.9743	17,841.02	17,840.39	.63
Total Fee	282,000.00		264,841.02	244,528.47	20,312.55
		<b>Total Fee</b>			<b>20,312.55</b>
			<b>Total Project Invoice Amount</b>		<b><u><u>\$20,312.55</u></u></b>

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): KINETIC MARKETING & CREATIVE  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No:  
 Contract No: 6601-4004  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE		Amt
Entered	_____	Ret
Date	_____	Ded
Appl No	_____	Net
		Approval
		Date:

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

Signed: *Dana Palis*  
 Date: 1/24/19  
 Name / Title: Owner / Principal

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	<u>40,000.00</u>
Change Orders No ___ through ___ .....	\$	_____
CURRENT CONTRACT AMOUNT .....	\$	<u>40,000.00</u>
TOTAL COMPLETED & STORED TO DATE .....	\$	<u>13,655.00</u>
RETAINAGE _____% .....	\$	<u>0.00</u>
TOTAL EARNED LESS RETAINAGE .....	\$	<u>13,655.00</u>
LESS PREVIOUS REQUESTS .....	\$	<u>0.00</u>
CURRENT AMOUNT DUE .....	\$	<u>13,655.00</u>

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-25-000	Marketing & Collateral Materials	\$ 35,000.00	\$ -	\$ 13,655.00	\$ 13,655.00	39.01%
40-25-000	Marketing & Collateral Materials (Reimbursable Expenses)	\$ 5,000.00	\$ -		\$ -	0.00%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 40,000.00	\$ -	\$ 13,655.00	\$ 13,655.00	34.14%

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fb 1-30-19



117 N Broadway | Billings, MT 59101 | 406-534-2140

# INVOICE

**Bill To:**

**Landmark Development Services Company, LLC**  
10 West Mifflin Street  
Suite 400  
Madison, WI 53703

Invoice Number: 012419OBSD

Invoice Date: 1/24/2019

**Due Date: 3/10/2019**

Effective 2019 Past due invoices are subject to a 1.5% monthly interest charge.

Description	Amount
<b>OBSD Campaign Video</b> Estimate: \$30,000 Remaining: \$20,000 Invoicing 1st installment of 3 installments. General client communications, project management, and strategic direction on various aspects of the project. Attended a design meeting and had a client discovery meeting, and a client planning meeting to meet deadlines. Creation of script v1 and storyboarding for video complete.  Waiting on the client for project to start back up, new deadlines, send all design renderings needed for video, and schedule presentation meeting for deliverables completed for edits/additions before completing v2.	\$10,000.00
<b>OBSD Brand Strategy</b> Estimate: \$10,000 Remaining: \$6,345 Billing for work completed. Scope and project changes to come with updated and finalized contract.  General client communications, project management, strategic direction needed on the project. Research and development of new name concepts, and client presentation of selected name concepts. Waiting on client approval of name concept to continue moving forward on logo design concepts. Project was put on hold by client, waiting for new deadlines and direction to continue moving forward.	\$3,655.00

**Invoice Total: \$13,655.00**

**Balance Due: \$13,655.00**

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): FLYWHEEL GOVERNMENT SOLUTIONS  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No:  
 Contract No: 6601-4003  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Entered _____	Amt _____
Date _____	Ret _____
Appl No _____	Ded _____
	Net _____
	Approval _____
	Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

Signed: \_\_\_\_\_

*David Beightel*  
 1/15/19

Date: \_\_\_\_\_

Name / Title: \_\_\_\_\_

*David Beightel, Managing Partner*

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT ..... \$ 20,000.00  
 Change Orders No \_\_\_ through \_\_\_ ..... \$ \_\_\_\_\_  
 CURRENT CONTRACT AMOUNT ..... \$ 20,000.00  
 TOTAL COMPLETED & STORED TO DATE ..... \$ 20,500 0.00  
 RETAINAGE \_\_\_\_% ..... \$ 0.00  
 TOTAL EARNED LESS RETAINAGE ..... \$ 0.00  
 LESS PREVIOUS REQUESTS ..... \$ 0.00  
 CURRENT AMOUNT DUE ..... \$ 20,000 0.00

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-25-000	Governmental Relations	\$ 20,000.00	\$ 7,500.00 -	\$ -	\$ Paid -	100% 0.00%
		\$ -	\$ 7,500.00 -	\$ -	\$ not paid	#DIV/0!
		\$ -	\$ -	\$ 5,000.00 -	\$ -	#DIV/0!
		\$ 20,000.00	\$ -	\$ -	\$ -	100.00%

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 1-21-19

**Flywheel Government Solutions**

1401 K Street NW  
Suite 525  
Washington, DC 20005 US  
(202)441-7222  
Ann@flywheelgs.com



**Invoice 1769**

**BILL TO**

Mr. Phil Sautebin  
Landmark Development  
Services Co  
10 Mifflin Street  
Suite 400  
Madison, WI 53703

<b>DATE</b> 01/16/2019	<b>PLEASE PAY</b> <b>\$12,500.00</b>	<b>DUE DATE</b> 01/31/2019
---------------------------	---	-------------------------------

<b>DATE</b>	<b>ACCOUNT SUMMARY</b>	<b>AMOUNT</b>
12/09/2018	Balance Forward	\$15,000.00
	Payments and credits between 12/09/2018 and 01/16/2019	-7,500.00
	New charges (details below)	5,000.00
	<b>Total Amount Due</b>	<b>\$12,500.00</b>

<b>ACTIVITY</b>	<b>AMOUNT</b>
Fee for Services : December 2018	5,000.00

<b>WIRE TRANSFER INSTRUCTIONS:</b>	<b>TOTAL OF NEW CHARGES</b>	5,000.00
Bank Name: Finemark Bank 12681 Creekside Lane Ft. Myers, FL 33919	<b>TOTAL DUE</b>	<b>\$12,500.00</b>

ABA Routing # 067016231  
Name of Acct: Flywheel Government Solutions  
Acct# 5935000080

THANK YOU.



Legal & Strategy Advisors LLC

Public - Private Partnerships | Economic Development | Public Finance | Government Affairs

INVOICE NO. 181001-3 DECEMBER 31, 2018

BILL TO

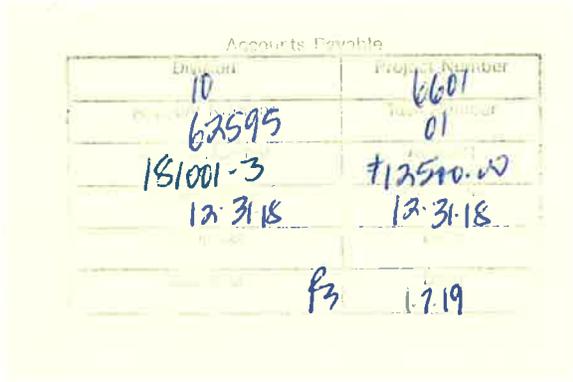
Landmark Development Services Company
10 West Mifflin Street, Suite 400
Madison, Wisconsin 53703

INSTRUCTIONS

Please remit pursuant to Contract #6601-4005.

DESCRIPTION TOTAL

Legal & Public Finance / P3 advisory services:
Fees for services rendered through December 31, 2018, in
connection with the One Big Sky District project. \$ 12,500.00



P3 Legal & Strategy Advisors LLC
1650 West End Blvd., Suite 100
Minneapolis, MN 55416

# CONSULTANT APPLICATION FOR PAYMENT (Form 4023)

From (Consultant): TODD NELSON  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No:  
 Contract No: 6601-4007  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Entered _____	Amt _____
Date _____	Ret _____
Appl No _____	Ded _____
	Net _____
	Approval _____
	Date: _____

Attention:

## CERTIFICATE OF CONSULTANT:

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

11/30/14

Name / Title: \_\_\_\_\_

## STATEMENT OF CONTRACT:

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT	\$	19,960.00
Change Orders No ___ through ___	\$	
CURRENT CONTRACT AMOUNT	\$	19,960.00
TOTAL COMPLETED & STORED TO DATE	\$	0.00
RETAINAGE _____ %	\$	0.00
TOTAL EARNED LESS RETAINAGE	\$	0.00
LESS PREVIOUS REQUESTS	\$	0.00
CURRENT AMOUNT DUE	\$	0.00

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My Commission expires: \_\_\_\_\_

## SCHEDULE OF VALUES:

Account	Description	Current Contract Amount
40-55-000	Misc. Professional Services (Hourly, Not-To-Exceed)	\$ 14,960.00
40-55-000	Misc. Professional Services (Reimbursable Expenses)	\$ 5,000.00
		\$ -
		\$ 19,960.00

Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
\$ -	\$ 3485.00 -	\$ -	0.00%
\$ -	\$ 878.85 -	\$ -	0.00%
\$ -	\$ -	\$ -	#DIV/0!
\$ -	\$ -	\$ -	0.00%

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 62595  
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 11-30-14  
 P3  
 1-8-14

6601  
 01  
 4363.85  
 11-30-14

# Nov 2018 Expenses

Cell Phone	
Realty Trac	49.95
Air United	448.20
Hotel	283.53
Parking	26.60
Gas	71.17

11/7	2 hrs	
11/8	1	
11/11	1	
11/12	} In Billings	32 hrs
11/14		
11/19		
11/20	2	
11/27	2	
11/29	1	

41 Total

828.9 Total Travel Expense

TN

Dec Expires

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): TODD NELSON  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No:  
 Contract No: 6601-4007  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Entered _____	Amt _____
Date _____	Ret _____
Appl No _____	Ded _____
	Net _____
	Approval _____
	Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name / Title: \_\_\_\_\_

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	19,960.00
Change Orders No ___ through ___ .....	\$	
CURRENT CONTRACT AMOUNT .....	\$	19,960.00
TOTAL COMPLETED & STORED TO DATE .....	\$	0.00
RETAINAGE _____% .....	\$	0.00
TOTAL EARNED LESS RETAINAGE .....	\$	0.00
LESS PREVIOUS REQUESTS .....	\$	0.00
CURRENT AMOUNT DUE .....	\$	0.00

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Misc. Professional Services (Hourly, Not-To-Exceed)	\$ 14,960.00	\$ 3485.00 -	\$ 1105.00 -	\$ -	0.00%
40-55-000	Misc. Professional Services (Reimbursable Expenses)	\$ 5,000.00	\$ 878.85 -	\$ 139.83 -	\$ -	0.00%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 19,960.00	\$ -	\$ -	\$ -	0.00%

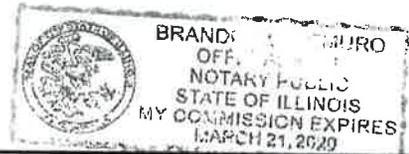
62895  
 Dec 18  
 12-31-18  
 6601  
 01  
 +1244.83  
 12-31-18  
 1519

# Dec 2018 Expenses

UPS	\$42.42
Cell Phone	\$47.46
Realty Trac	\$49.95

Dec 3	2	
Dec 8	1	
Dec 10	.5	
Dec 14	1	
Dec 18	.5	
Dec 21	3	
Dec 24	2 hrs.	
Dec 26	1 hrs.	
Dec 28	2 hrs.	13 hrs.

(TM)



**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): JOHNSON CONSULTING  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No: 2  
 Contract No: 6601-4006  
 Period From: 12.12.18  
 Period To: 01.04.19  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE		Amt
Entered		Ret
Date		Ded
Appl No		Net
		Approval
		Date:

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	34,000.00
Change Orders No ___ through ___ .....	\$	
CURRENT CONTRACT AMOUNT .....	\$	34,000.00
TOTAL COMPLETED & STORED TO DATE .....	\$	30,000.00
RETAINAGE _____% .....	\$	0.00
TOTAL EARNED LESS RETAINAGE .....	\$	30,000.00
LESS PREVIOUS REQUESTS .....	\$	20,000.00
CURRENT AMOUNT DUE .....	\$	10,000.00

Signed:

*Kellie Winch*

Date:

1/4/19

Name / Title:

Kellie Winch



State of: Illinois County of: Cook  
 Subscribed and sworn to before me this 4 day of Jan, 2019  
 Notary Public: *[Signature]*  
 My Commission expires: 03-21-20

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Miscellaneous Professional Services	\$ 30,000.00	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	100.00%
	Professional Services (Reimbursable)	\$ 4,000.00	\$ -	\$ -	\$ -	0.00%
			\$ -	\$ -	\$ -	#DIV/0!
		\$ 34,000.00	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	88.24%

10  
 62595  
 4948  
 1-4-19

6601  
 01  
 +10,000.00  
 1-4-19

F3 1-8-19

**C H Johnson Consulting Inc.**

6 East Monroe, 5th Floor  
Chicago, IL 60603  
(312) 444-1031  
accounting@chjc.com

# INVOICE

**INVOICE #** 4948  
**DATE** 01/04/2019

**TERMS** Net 30

**BILL TO**

Landmark Development  
Services Company LLC  
10 W. Mifflin Street Suite 400  
Madison, WI 53703

Please detach top portion and return with your payment.

**ACTIVITY**

**AMOUNT**

One Big Sky District in Billings, MT  
Fees for services rendered

10,000.00

Thank you. We appreciate your business!

**BALANCE DUE**

**\$10,000.00**

If you wish to wire payment, our wire information is provided below:

Chase Bank Chicago  
Routing number 071000013  
Account number 807069299

**6601 BILLINGS**

	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>	
Office							
Postage & Delivery					\$ 2.35	\$ 252.55	
Printing & Copying		\$ 173.30	\$ 525.40	\$ 189.95	\$ 221.50	\$ 542.70	
Telecom	\$ 271.64	\$ 444.39	\$ 1,738.43	\$ 2,511.73	\$ 1,268.44	\$ 1,115.98	
Airfare		\$ 809.80	\$ 5,015.60	\$ 5,372.00	\$ 1,784.60	\$ 6,198.28	
Hotel		\$ 486.78	\$ 698.44	\$ 1,917.08	\$ 1,072.76	\$ 2,830.51	
Travel-Other	\$ 121.54	\$ 121.54	\$ 512.81	\$ 139.71	\$ -	\$ 1,564.52	
Parking		\$ 54.00	\$ 35.00	\$ 68.00	\$ -		
Meals			\$ 95.00	\$ 107.10	\$ 104.50	\$ 673.19	
	<u>\$ 393.18</u>	<u>\$ 2,089.81</u>	<u>\$ 8,620.68</u>	<u>\$ 10,305.57</u>	<u>\$ 4,454.15</u>	<u>\$ 13,177.73</u>	<u>\$ 39,041.12</u>

## LSC

Airfare		\$ 249.99	\$ 1,285.50	\$ 1,313.38	\$ 3,303.50		
Hotel		\$ 380.97	\$ 637.47	\$ 485.58	\$ 1,086.04		
Travel-Other		\$ 37.63	\$ 35.06		\$ 93.75		
Meals		\$ -		\$ -	\$ -		
		<u>\$ 668.59</u>	<u>\$ 1,958.03</u>	<u>\$ 1,798.96</u>	<u>\$ 4,483.29</u>	<u>\$ 8,908.87</u>	

\$47,949.99

**DEVELOPER APPLICATION FOR PAYMENT (Form 4023)**

From (Developer):	LANDMARK DEVELOPMENT SERVICES COMPANY, LLC	Application No:	6601-005	<b>FOR OFFICE USE</b>	Amt	_____		
To (EDC):	BIG SKY ECONOMIC DEVELOPMENT CORPORATION	Contract No:	_____		Entered	_____	Ret	_____
	222 N. 32ND, STE. 200	Period From:	1/1/2019		Date	_____	Ded	_____
	BILLINGS, MT 59101	Period To:	2/28/2019		Appl No	_____	Net	_____
Attention:	Executive Director	Project No:	6601		Approval	_____	Date:	_____
		Project Name:	One Big Sky District					

**CERTIFICATE OF CONSULTANT:**

The undersigned Developer certifies that to the best of Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Developer for Work for which previous Applications for Payment were issued and payments received from the EDC, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Developer has previously given written notice to EDC and which have been approved by EDC as a Contract Revision. Further, Developer, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by EDC, if any.

Signed: 

Date: 3/31/2019

Name / Title: Philip Sautebin / Financial Manager

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	<u>675,000.00</u>
Change Orders No ___ through ___ .....	\$	<u>0.00</u>
CURRENT CONTRACT AMOUNT .....	\$	<u>675,000.00</u>
<hr/>		
TOTAL COMPLETED & STORED TO DATE ...	\$	<u>659,385.56</u>
RETAINAGE _____ % .....	\$	<u>0.00</u>
TOTAL EARNED LESS RETAINAGE .....	\$	<u>659,385.56</u>
LESS PREVIOUS REQUESTS .....	\$	<u>519,673.82</u>
CURRENT AMOUNT DUE .....	\$	<u>139,711.74</u>

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_

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

My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-05-000	Conceptual Design & Master Plan	\$ 281,728.30	\$ 264,841.02	\$ 16,887.28	\$ 281,728.30	100.0%
40-25-000	Marketing & Collateral Materials	\$ 20,425.00	\$ 13,655.00	\$ 6,770.00	\$ 20,425.00	100.0%
40-25-000	Public and Media Relations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
40-25-000	Governmental Relations	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	100.0%
40-35-000	Legal/Public Finance/Entitlements/Land Use	\$ 82,000.00	\$ 82,000.00	\$ -	\$ 82,000.00	100.0%
40-55-000	Other Professional Services	\$ 45,496.06	\$ 9,403.68	\$ 36,092.38	\$ 45,496.06	100.0%
40-55-000	Feasibility/Market Analysis	\$ 55,824.13	\$ 51,824.13	\$ 4,000.00	\$ 55,824.13	100.0%
40-55-000	Fiscal and Economic Impact Analysis	\$ 90,148.56	\$ 30,000.00	\$ 60,148.56	\$ 90,148.56	100.0%
40-90-000	Reimbursable Expenses	\$ 63,763.51	\$ 47,949.99	\$ 15,813.52	\$ 63,763.51	100.0%
90-00-000	Savings/Contingency	\$ 15,614.44	\$ -	\$ -	\$ -	0.0%
		<b>\$ 675,000.00</b>	<b>\$ 519,673.82</b>	<b>\$ 139,711.74</b>	<b>\$ 659,385.56</b>	<b>97.7%</b>

**DOWNTOWN BILLINGS, MT  
PREDEVELOPMENT BUDGET (PHASE I)**

For the Period Ending February 28, 2019

DESCRIPTION OF WORK				CONTRACTED WORK		ACTUALS					BALANCE TO COMPLETE (D)	
	BUDGET	BUDGET ADJUSTMENTS	REVISED BUDGET (A)	VENDOR	CONTRACTED (COMMITTED) (B)	6601-001	6601-002	6601-003	6601-004	6601-005 (Prblm)		WORK IN PLACE (C)
CONCEPTUAL DESIGN & MASTER PLAN - ARCHITECTURE & ENGINEERING	\$282,000.00	(\$271.70)	\$281,728.30	CTA Architect Engineers (4000)	\$281,728.30	\$136,439.10	\$42,695.99	\$34,940.22	\$50,775.71	\$16,897.28	\$281,728.30	\$0.00
CONCEPTUAL DESIGN - CONVENTION & EVENTS CENTER	\$0.00		\$0.00		\$0.00						\$0.00	\$0.00
MASTER PLANNING	\$0.00		\$0.00		\$0.00						\$0.00	\$0.00
PRELIMINARY SITE ANALYSIS - CIVIL & GEOTECHNICAL	\$0.00		\$0.00		\$0.00						\$0.00	\$0.00
PRELIMINARY SITE ANALYSIS - ENVIRONMENTAL	\$0.00		\$0.00		\$0.00						\$0.00	\$0.00
MARKETING & COLLATERAL MATERIALS	\$86,000.00	(\$65,575.00)	\$20,425.00	Kinetic (4004)*	\$20,425.00				\$13,655.00	\$6,770.00	\$20,425.00	\$0.00
PUBLIC AND MEDIA RELATIONS	\$26,000.00	(\$26,000.00)	\$0.00		\$0.00						\$0.00	\$0.00
GOVERNMENTAL RELATIONS	\$30,000.00	(\$10,000.00)	\$20,000.00	Flywheel Government Solutions (4003)	\$20,000.00		\$7,500.00	\$7,500.00	\$5,000.00		\$20,000.00	\$0.00
DEVELOPMENT MANAGEMENT	\$0.00		\$0.00		\$0.00						\$0.00	\$0.00
LEGAL / PUBLIC FINANCE / ENTITLEMENTS / LAND USE	\$82,000.00	\$0.00	\$82,000.00	P3 Legal & Strategy Advisors LLC (4005)	\$82,000.00		\$49,500.00	\$20,000.00	\$12,500.00		\$82,000.00	\$0.00
OTHER PROFESSIONAL SERVICES	\$28,000.00	\$17,496.06	\$45,496.06	Michael Best	\$30,022.50	\$2,310.00	\$495.00	\$990.00		\$26,227.50	\$30,022.50	\$0.00
			\$0.00	MN Land Partners (4007)	\$15,473.56				\$5,808.68	\$9,864.88	\$15,473.56	\$0.00
FEASIBILITY / MARKET ANALYSIS - HOTEL & RESIDENTIAL	\$52,000.00	\$3,824.13	\$55,824.13	Hunden Strategic (4002)	\$55,824.13	\$36,000.00	\$15,824.13			\$4,000.00	\$55,824.13	\$0.00
FISCAL AND ECONOMIC IMPACT ANALYSIS	\$56,000.00	\$34,148.58	\$90,148.58	Baker Tilly (4001)*	\$34,813.00					\$34,813.00	\$34,813.00	\$0.00
			\$0.00	Johnson Consulting (4006)	\$55,335.58			\$20,000.00	\$10,000.00	\$25,335.58	\$55,335.58	\$0.00
VALUATION ANALYSIS & APPRAISALS	\$0.00		\$0.00		\$0.00						\$0.00	\$0.00
TRAFFIC & PARKING ANALYSIS	\$0.00		\$0.00		\$0.00						\$0.00	\$0.00
REIMBURSABLE EXPENSES	\$33,000.00	\$30,763.51	\$63,763.51	Landmark / P3	\$63,763.51				\$47,949.99	\$15,813.52	\$63,763.51	\$0.00
SAVINGS/CONTINGENCY	\$0.00	\$15,614.44	\$15,614.44		\$15,614.44						\$0.00	\$15,614.44
<b>TOTAL</b>	<b>\$675,000.00</b>	<b>\$0.00</b>	<b>\$675,000.00</b>		<b>\$675,000.00</b>	<b>\$174,749.10</b>	<b>\$116,005.12</b>	<b>\$63,430.22</b>	<b>\$145,489.38</b>	<b>\$139,711.74</b>	<b>\$659,385.58</b>	<b>\$15,614.44</b>



CTA Inc.  
 PO Box 30071 (Payment Address)  
 Billings, MT 59107  
 P. 406.248.7455 F. 406.248.3779  
 Federal Tax ID: 81-0305543

Phil Sautebin  
 Landmark Development Services Company, LLC  
 10 West Mifflin St, Ste 400  
 Madison, WI 53703

February 13, 2019  
 Invoice No: 142594  
 Contract/PO Number:

Project OBSC\_200 One Big Sky District Development Plan  
Professional Services from February 1, 2019 through February 28, 2019

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Architecture Design & Master Planning	197,000.00	100.00	197,000.00	197,000.00	0.00
Civil Engineering	50,000.00	100.00	50,000.00	50,000.00	0.00
Other Costs	35,000.00	100.00	35,000.00	17,841.02	17,158.98
Total Fee	282,000.00		282,000.00	264,841.02	17,158.98
<b>Total Fee</b>					17,158.98 (X)
<b>Total Project Invoice Amount</b>					<u><u>17,158.98</u></u>

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 62594  
 142594  
 2-13-19

6/21  
 71  
 1165762  
 2-13-19

16,887.88  
 88

P2 2-25-19

# Invoice Transaction Detail

Monday, February 25, 2019

1:26:32 PM

CTA Inc.

For the Period 2/1/2019 - 2/28/2019

Date	Labor Code /Account	Employee/ Reference	Description	Hours/ Units	Cost Amount	Billing Amount
<b>Project Number: OBSC_200 One Big Sky District Development Plan</b>						
<b>Invoice: 000000142594</b>						
<b>Labor:</b>						
9/13/2018	W0:WORK0:ID	001833	Estvold, Travis	1.00		112.87
9/10/2018	W0:WORK0:ID	001833	Estvold, Travis	5.50		620.79
<b>Total for Labor:</b>				<b>6.50</b>	<b>186.75</b>	<b>733.66</b>
<b>Consultants:</b>						
1/25/2019	8040	AP 000000116518	Invoice: 2124, 1/2/2019 / Absolute Realm Technology / 14 rendering views		16,090.00	16,090.00
<b>Expenses:</b>						
1/25/2019	8025	JE 000000000001	01.19 Billings Printing / 202 8.5X11 Color Copies		63.62	63.62
<b>Total for 000000142594</b>					<b>16,340.37</b>	<b>16,887.28</b>
<b>Total for OBSC_200</b>					<b>16,340.37</b>	<b>16,887.28</b>
<b>Final Total</b>					<b>16,340.37</b>	<b>16,887.28</b>



117 N Broadway | Billings, MT 59101 | 406-534-2140

# INVOICE

**Bill To:**

**Big Sky Economic Development**  
 Melanie Schwarz  
 222 N 32nd St #200  
 Billings, MT 59101

Invoice Number: 021819BSE

Invoice Date: 2/18/2019

**Due Date: 3/5/2019**

Effective 2019 Past due invoices are subject to a 1.5% monthly interest charge.

Description	Amount
-------------	--------

**OBSD Campaign Video**

\$10,000.00

Estimate: \$30,000

Remaining: \$20,000

Invoicing 1st installment of 3 installments.

General client communications, project management, and strategic direction on various aspects of the project. Attended a design meeting and had a client discovery meeting, and a client planning meeting to meet deadlines. Creation of script v1 and storyboarding for video complete.

Waiting on the client for project to start back up, new deadlines, send all design renderings needed for video, and schedule presentation meeting for deliverables completed for edits/additions before completing v2.

**OBSD Brand Strategy**

\$3,655.00

Estimate: \$10,000

Remaining: \$6,345

Billing for work completed. Scope and project changes to come with updated and finalized contract.

General client communications, project management, strategic direction needed on the project. Research and development of new name concepts, and client presentation of selected name concepts. Waiting on client approval of name concept to continue moving forward on logo design concepts. Project was put on hold by client, waiting for new deadlines and direction to continue moving forward.

**OBSD Messaging**

\$6,770.00

Estimate: Time and Materials at \$140 per hour

Rush project. Time includes communications and multiple meetings with Landmark and Big Sky Economic team. Copy research and development, brochure design and 3 or more client revisions, print management, community meeting support.

"Appreciation is a  
 in others belong to  
 -Voltaire-

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 62595  
 021819BSE  
 2/18/19

6601  
 01  
 76770.00  
 2/18/19

Pa 2-28-19

**Invoice Total: \$20,425.00**

**Balance Due: \$20,425.00**



Michael Best & Friedrich LLP  
 Attorneys at Law  
 One South Pinckney Street  
 Suite 700  
 P.O. Box 1806  
 Madison, WI 53701-1806  
 Phone 608.257.3501  
 Fax 608.283.2275  
 www.michaelbest.com

EIN 39-0934985

Remittance for Payments:  
 Michael Best & Friedrich LLP  
 PO Box 88462  
 Milwaukee, WI 53288-0462

Wire Transfer Instructions  
 Bank Name: BMO Harris Bank, N.A.  
 111 W. Monroe Street, Chicago, IL 60603  
 ABA Routing # 071000288  
 Name of Acct: Michael Best & Friedrich LLP  
 Acct # 0024122010  
 SWIFT Code: HATRUS44

Hammes Company Sports Development, Inc.  
 Attn: Robert P. Dunn  
 10 W. Mifflin Street, 4th Floor  
 Madison, WI 53703

Invoice Date February 28, 2019  
 Invoice No. 026544

Client/Matter **026544-0042 Big Sky Center - Billings, Montana**

For professional services rendered through February 24, 2019.

**Total This Invoice** \$ 26,227.50

Accounts Payable	
Division 10	Project Number 6601
Account 62595	Task Number 01
Invoice Number 026544	Amount + 26,227.50
Date 2/28/19	Due Date 2/28/19
	Date
	3/3/19

Jan. Expense

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): TODD NELSON  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No:  
 Contract No: 6601-4007  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE		Amt
Entered	_____	Ret _____
Date	_____	Ded _____
Appl No	_____	Net _____
		Approval _____
		Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

Signed: \_\_\_\_\_

Date: 7/28/19

Name / Title: \_\_\_\_\_

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	19,960.00
Change Orders No ___ through ___ .....	\$	_____
CURRENT CONTRACT AMOUNT .....	\$	19,960.00
TOTAL COMPLETED & STORED TO DATE .....	\$	0.00
RETAINAGE _____% .....	\$	0.00
TOTAL EARNED LESS RETAINAGE .....	\$	0.00
LESS PREVIOUS REQUESTS .....	\$	0.00
CURRENT AMOUNT DUE .....	\$	0.00

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_

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

My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Misc. Professional Services (Hourly, Not-To-Exceed)	\$ 14,960.00	\$ -	\$ 1785.00	\$ -	0.00%
	Reimbursable Expenses	\$ 5,000.00	\$ -	\$ 97.41	\$ -	0.00%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 19,960.00	\$ -	\$ -	\$ -	0.00%

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 62595  
 Jan 19  
 2-28-19

6601  
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 1882.41  
 2-28-19

2-28-19

Jan 2019

cell phone 47.46

Realty Trac 49.95

1/2 - 1

1/7 - 2

1/8 - 1

1/13 - 3

1/17 - 2

1/18 - 1

1/21 - 1

1/28 - 2

1/30 - 4

1/31 - 4 = 21 hrs.

*Feb 2019 Expense*

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): **TODD NELSON**  
 To (Client): **LANDMARK DEVELOPMENT SERVICES COMPANY, LLC**  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No:  
 Contract No: 6601-4007  
 Period From:  
 Period To:  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE		Amt
Entered	_____	Ret
Date	_____	Ded
Appl No	_____	Net
		Approval
		Date

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT	\$	19,960.00
Change Orders No ___ through ___	\$	
CURRENT CONTRACT AMOUNT	\$	19,960.00
TOTAL COMPLETED & STORED TO DATE	\$	0.00
RETAINAGE ___%	\$	0.00
TOTAL EARNED LESS RETAINAGE	\$	0.00
LESS PREVIOUS REQUESTS	\$	0.00
CURRENT AMOUNT DUE	\$	0.00

Signed: \_\_\_\_\_

Date: 2/28/19

Name / Title: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Misc. Professional Services (Hourly, Not-To-Exceed)	\$ 14,960.00	\$ -	\$ 6715.00	\$ -	0.00%
40-55-000	Misc. Professional Services (Reimbursable Expenses)	\$ 5,000.00	\$ -	\$ 1267.47	\$ -	0.00%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 19,960.00	\$ -	\$ 7982.47	\$ -	0.00%

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 62595  
 Feb 19  
 2:28 19

6601  
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 2-28-19

fs 2-28-19

Feb 2019

cell phone 47.46

Rent Trac 49.95

Flight + hotel 921.17

Food 95.08

Parking ~~75.81~~

UPS 153.81

2/1 - 7

2/2 - 1

2/3 - 4

2/4 - 10

2/5 - 8

2/6 - 12

2/7 - 6

2/8 - 6

2/9 - 2

2/11 - 7

2/12 - 1

2/13 - 4

2/17 - 3

2/18 - 1

2/20 - 1

2/21 - 2

2/25 - 4

= 79 hrs

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): HUNDEN STRATEGIC PARTNERS  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No: 4 - 11064  
 Contract No: 6601-4002  
 Period From: 11/15/18  
 Period To: 2/26/19  
 Project No: 6601

FOR OFFICE USE	
Entered _____	Ret _____
Date _____	Ded _____
Appl No _____	Net _____
	Approval _____
	Date: _____

Attention: Phil Sautebin

Project Name: One Big Sky District

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$ 58,500.00
Change Orders No ___ through ___ .....	\$ _____
<b>CURRENT CONTRACT AMOUNT .....</b>	<b>\$ 58,500.00</b>
TOTAL COMPLETED & STORED TO DATE .....	\$ 55,824.13
RETAINAGE _____% .....	\$ 0.00
TOTAL EARNED LESS RETAINAGE .....	\$ 55,824.13
LESS PREVIOUS REQUESTS .....	\$ 51,824.13
<b>CURRENT AMOUNT DUE .....</b>	<b>\$ 4,000.00</b>

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

2/26/19

Name / Title: \_\_\_\_\_

Rob Hunden, President/CEO

State of: Illinois

County of: Cook

Subscribed and sworn to before me this 26th day of February, 2019

Notary Public: *Laura Spertullo*

My Commission expires: 5/26/2021

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Misc. Professional Services	\$ 52,000.00	\$ 48,000.00	\$ 4,000.00	\$ 52,000.00	100.00%
40-55-000	Misc. Professional Services (Reimbursable Expenses)	\$ 6,500.00	\$ 3,824.13	\$ -	\$ 3,824.13	58.83%
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ 58,500.00	\$ 51,824.13	\$ 4,000.00	\$ 55,824.13	95.43%

10  
62695  
(1127)  
2-26-19

4601  
01  
+4000.00  
2-26-19



# Invoice

Date: February 26, 2019  
Invoice #: 11127

To: Lynnette Crandall/Phil Sautebin  
Landmark Development Services Company, LLC  
10 W Mifflin St, Ste 400  
Madison, WI 53703

	Job	Payment Terms	Due Date
	Big Sky Study	Due upon receipt	

Qty	Description	Unit Price	Line Total
1.00	Final Written Report - Big Sky Market & Financial Study	\$ 4,000.00	\$ 4,000.00
	Total Contract Value: \$52,000 plus up to \$6,500 in expenses		

Subtotal \$ 4,000.00  
Sales Tax  
Total \$ **4,000.00**

**Make all checks payable to Hunden Strategic Partners**  
213 W. Institute Place, Suite 707 Chicago, IL 60610

Baker Tilly Virchow Krause, LLP  
 Ten Terrace Ct. • PO Box 7398  
 Madison, WI 53707-7398 • 608 249 6622

Landmark Development Services Company, LLC  
 10 W Mifflin St, Ste 400  
 Madison, WI 53703-2565

Invoice Date : March 04, 2019  
 Client Number : 143921

**INVOICE**

**AMOUNT**

Fees	AMOUNT
• Billings Market Analysis (discounted from \$9,000)	\$5,000.00
• Economic Overview of the City of Billings and the State of Montana and a Discussion of the Potential Availability of Federal Incentives	\$18,000.00
• Preliminary Fiscal and Economic Impacts Analysis (discounted from \$10,000)	\$5,000.00
• RIMS II Data for Billings, MT	\$275.00
• IMPLAN Data for State of Montana	\$5,988.00
• STR Report	\$550.00
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>10 6601          62595 01          143921 134813.00          3-4-19 3-4-19          B 3-4-19</p> </div>	
Fees Total:	\$34,813.00
Expenses Total:	\$0.00
<b>Invoice Total:</b>	<b>\$34,813.00</b>

For questions, comments or suggestions, please contact Deborah Roschi at 608 249 6622.

**Invoice is payable upon receipt or previously agreed upon terms.**

To pay by EFT (Electronic Funds Transfer) visit [www.bakertilly.com/payment](http://www.bakertilly.com/payment)

<b>Please ACH or wire payment to:</b>  US Bank, Milwaukee, WI Routing No: 075000022 Account No: 312220280 Reference Client #: 143921	<b>Or send payment to:</b>  Baker Tilly Virchow Krause, LLP Box 78975 Milwaukee, WI 53278-8975	<b>Reference:</b>  Client Number: 143921  Amount enclosed: \$ _____
---	--	---

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant): JOHNSON CONSULTING  
 To (Client): LANDMARK DEVELOPMENT SERVICES COMPANY, LLC  
 10 West Mifflin Street Suite 400  
 Madison, WI 53703

Application No: 3  
 Contract No: 6601-4006  
 Period From: 01.04.19  
 Period To: 02.12.19  
 Project No: 6601  
 Project Name: One Big Sky District

FOR OFFICE USE	
Entered _____	Amt _____
Date _____	Ret _____
Appl No _____	Ded _____
	Net _____
	Approval _____
	Date: _____

Attention:

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT .....	\$	34,000.00
Change Orders No ___ through ___ .....	\$	
CURRENT CONTRACT AMOUNT .....	\$	34,000.00
TOTAL COMPLETED & STORED TO DATE .....	\$	30,000.00
RETAINAGE _____% .....	\$	0.00
TOTAL EARNED LESS RETAINAGE .....	\$	31,335.56
LESS PREVIOUS REQUESTS .....	\$	30,000.00
CURRENT AMOUNT DUE .....	\$	1,335.56



Signed: [Signature]  
 Date: 3/5/19  
 Name / Title: Kellie Winch

State of: ILLINOIS County of: COOK  
 Subscribed and sworn to before me this 5 day of MARCH, 2019  
 Notary Public: [Signature]  
 My Commission expires: 03-21-20

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Miscellaneous Professional Services	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	100.00%
	Professional Services (Reimbursable)	\$ 4,000.00	\$ -	\$ 1,335.56	\$ 1,335.56	33.39%
	Professional Services		\$ -		\$ -	#DIV/0!
		\$ 34,000.00	\$ 30,000.00	\$ 1,335.56	\$ 31,335.56	92.16%

62915  
 4966  
 3-4-19  
 6601  
 01  
 1335.56  
 3-4-19  
 fs 3-4-19

**C H Johnson Consulting Inc.**  
6 East Monroe, 5th Floor  
Chicago, IL 60603  
(312) 444-1031  
accounting@chjc.com

# Invoice

**INVOICE #** 4966  
**DATE** 03/04/2019

**TERMS** Net 30

**BILL TO**  
Landmark Development  
Services Company LLC  
10 W. Mifflin Street Suite 400  
Madison, WI 53703

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

---

ACTIVITY	AMOUNT
One Big Sky District in Billings, MT See Attached for Detailed Expense Report	1,335.56

Thank you. We appreciate your business!

**BALANCE DUE**

**\$1,335.56**

If you wish to wire payment, our wire information is provided below:

Chase Bank Chicago  
Routing number 071000013  
Account number 807069299

**CONSULTANT APPLICATION FOR PAYMENT (Form 4023)**

From (Consultant):	JOHNSON CONSULTING	Application No:	3	<b>FOR OFFICE USE</b>	Amt	_____		
To (Client):	LANDMARK DEVELOPMENT SERVICES COMPANY, LLC	Contract No:	6601-4006		Entered	_____	Ret	_____
	10 West Mifflin Street Suite 400	Period From:	01.04.19		Date	_____	Ded	_____
	Madison, WI 53703	Period To:	02.12.19		Appl No	_____	Net	_____
Attention:		Project No:	6601				Approval	_____
		Project Name:	One Big Sky District				Date:	_____

**CERTIFICATE OF CONSULTANT:**

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Client, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Client and which have been approved by Client as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Client.

Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Name / Title: \_\_\_\_\_

**STATEMENT OF CONTRACT:**

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT	\$	34,000.00
Change Orders No ___ through ___	\$	24,000.00
<b>CURRENT CONTRACT AMOUNT</b>	<b>\$</b>	<b>58,000.00</b>
<b>TOTAL COMPLETED &amp; STORED TO DATE</b>	<b>\$</b>	<b>54,000.00</b>
RETAINAGE _____%	\$	0.00
<b>TOTAL EARNED LESS RETAINAGE</b>	<b>\$</b>	<b>54,000.00</b>
<b>LESS PREVIOUS REQUESTS</b>	<b>\$</b>	<b>30,000.00</b>
<b>CURRENT AMOUNT DUE</b>	<b>\$</b>	<b>24,000.00</b>

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**SCHEDULE OF VALUES:**

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
40-55-000	Miscellaneous Professional Services	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	100.00%
	Professional Services (Reimbursable	\$ 4,000.00	\$ -	\$ -	\$ -	0.00%
	Professional Services	\$ 24,000.00	\$ -	\$ 24,000.00	\$ 24,000.00	100.00%
		<b>\$ 58,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ 24,000.00</b>	<b>\$ 54,000.00</b>	<b>93.10%</b>

12  
 62595  
 Add. 2-13-19  
 6601  
 DI  
 +24000.00  
 2-13-19

Date	Hours			Work Completed
	CJ	AL	SE	
1/4/2019	Included in Fee			Draft Report Issued
1/7/2019	Included in Fee			Revised Draft Report Issued based on 35-year projection period
1/10/2019	2	2	2	Revisions to projections
1/16/2019	4	4	4	Revisions to model
1/16/2019	4	4	4	Revisions to model
1/17/2019	2	8	8	Revisions to model to add hospital/ university and roll-up zones
1/18/2019	2	4	2	Revisions to model and booklet support
1/22/2019	4	7	6	Call and model revisions
1/23/2019	1	2	2	Call with City and model revisions
1/24/2019	1		1	Call with Landmark
1/25/2019	1		2	Call with City and Development Package info development
1/28/2019	2		5	Report revisions
2/1/2019			4	Report edits based on Landmark feedback
2/7/2019	0.5		1	Response to Councilman questions
2/12/2019 -2/13/2019	Included in Fee			City and State meetings
2/12/2019	1		2	Summary document of assumptions (in process)

<b>TOTAL HOURS</b>	<b>24.5</b>	<b>31</b>	<b>43</b>
<b>HOURLY RATE</b>	<b>\$300</b>	<b>\$225</b>	<b>\$225</b>
<b>TOTAL FEE</b>	<b>\$7,350</b>	<b>\$6,975</b>	<b>\$9,675</b>

<b>\$24,000</b>
-----------------

**6601 BILLINGS**

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
Office							
Postage & Delivery					\$ 2.35	\$ 252.55	
Printing & Copying		\$ 173.30	\$ 525.40	\$ 189.95	\$ 221.50	\$ 542.70	
Telecom	\$ 271.64	\$ 444.39	\$ 1,738.43	\$ 2,511.73	\$ 1,268.44	\$ 1,115.98	
Airfare	\$ 809.80	\$ 5,015.60	\$ 5,372.00	\$ 1,784.60	\$ 6,198.28		
Hotel	\$ 486.78	\$ 698.44	\$ 1,917.08	\$ 1,072.76	\$ 2,830.51		
Travel-Other	\$ 121.54	\$ 121.54	\$ 512.81	\$ 139.71	\$ -	\$ 1,564.52	
Parking	\$ 54.00	\$ 35.00	\$ 68.00	\$ -			
Meals		\$ 95.00	\$ 107.10	\$ 104.50	\$ 673.19		
	<u>\$ 393.18</u>	<u>\$ 2,089.81</u>	<u>\$ 8,620.68</u>	<u>\$ 10,305.57</u>	<u>\$ 4,454.15</u>	<u>\$ 13,177.73</u>	\$ 39,041.12

LSC							
Airfare		\$ 249.99	\$ 1,285.50	\$ 1,313.38	\$ 3,303.50		
Hotel		\$ 380.97	\$ 637.47	\$ 485.58	\$ 1,086.04		
Travel-Other		\$ 37.63	\$ 35.06		\$ 93.75		
Meals		\$ -	\$ -	\$ -	\$ -		
		<u>\$ 668.59</u>	<u>\$ 1,958.03</u>	<u>\$ 1,798.96</u>	<u>\$ 4,483.29</u>	\$ 8,908.87	
							\$ 47,949.99

	Jan-19	Feb-19	
	\$ 130.08	\$ 400.07	
	\$ 12.48	\$ 23.33	
	\$ 325.65	\$ 55.20	
	\$ 1,882.11	\$ 270.57	
	\$ 420.82	\$ 9,895.30	
		\$ 1,638.45	
		\$ 408.41	
		\$ 203.48	
	<u>\$ 2,771.14</u>	<u>\$ 12,894.81</u>	\$ 15,665.95
		\$ 80.00	
		\$ 67.57	
	<u>\$ -</u>	<u>\$ 147.57</u>	\$ 147.57
			<u>\$ 15,813.52</u>

**Draw Six**

**Cost Incurred by BSEDA on behalf of Strategy Partners**

<b>Vendor</b>	<b>Cost</b>	<b>Description</b>
Econoprint	2,883.18	Printing
CTA	2,044.98	Printing
Crowley Fleck	<u>24,129.00</u>	Legal
Total	29,057.16	



3211 1st Avenue North • Billings, MT 59101  
 Ph: (406) 252-7191 • Fax: (406) 252-7192  
 www.econoprintmt.com

# INVOICE

No. 288658

Date 1/28/19

P.O. No.

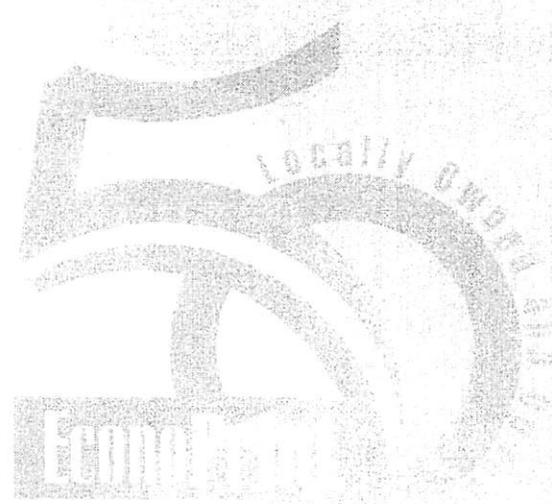
**Ship To:**

Alison Corbyn  
 Big Sky Economic Development  
 222 North 32nd Street, 2nd floor  
 Billings MT 59101-1911  
 Phone: 406-869.8420

**Bill To:**

Melanie Schwarz  
 Big Sky Economic Development  
 222 North 32nd Street, 2nd floor  
 Billings MT 59101-1911

QUANTITY	DESCRIPTION	AMOUNT
30	Statewide Economic Impact Districts	\$ 974.90



BR DBSP  
*ok to pay*

**Remit Payment To: 3211 1st Avenue North Billings, MT 59101**

Sales Rep: Waldi  
 Account Type: Charge  
 REC BY: \_\_\_\_\_  
 Date: \_\_\_\_\_ Delivered By: \_\_\_\_\_

Ship Via: Deliver by Sales Rep  
 Wanted: Mon 1/28/19 3:30 PM

SUBTOTAL	\$ 974.90
TAX	
SHIPPING	\$ 0.00
<b>TOTAL</b>	<b>\$ 974.90</b>
AMOUNT DUE	\$ 974.90

Terms on approved credit accounts. A 1.5 % per month finance charge will be added to any past due account in addition to any other necessary fees to collect.



3211 1st Avenue North • Billings, MT 59101

Ph: (406) 252-7191 • Fax: (406) 252-7192

www.econoprintmt.com

# INVOICE

No. 288636

Date 1/25/19

**Ship To:**

Alison Corbyn  
Big Sky Economic Development  
222 North 32nd Street, 2nd floor  
Billings MT 59101-1911  
Phone: 406-869.8420

**Bill To:**

Melanie Schwarz  
Big Sky Economic Development  
222 North 32nd Street, 2nd floor  
Billings MT 59101-1911

P.O. No.

QUANTITY	DESCRIPTION	AMOUNT
20	Development Plan	\$ 1,908.28

OBSD  
ok to pay PR

Remit Payment To: 3211 1st Avenue North Billings, MT 59101

Sales Rep: Waldi  
Account Type: Charge  
REC BY: \_\_\_\_\_  
Date: \_\_\_\_\_ Delivered By: \_\_\_\_\_

Ship Via: Will Call / DT  
Wanted: Fri 1/25/19 5:00 PM

SUBTOTAL	\$ 1,908.28
TAX	
SHIPPING	\$ 0.00
TOTAL	\$ 1,908.28
AMOUNT DUE	\$ 1,908.28

Terms on approved credit accounts. A 1.5% per month finance charge will be added to any past due account in addition to any other necessary fees to collect.



CTA Inc.  
P. 406.248.7455 F. 406.248.3779  
13 North 23rd Street (59101)  
PO Box 1439  
Billings, MT 59103

Federal Tax ID: 81-0305543

1/8/2019

Big Sky Economic Development  
c/o Allison Corbin  
222 N. 32nd St.  
Suite 200  
Billings, MT 59101

	Amount
Printing - 12 Books @ 541 pages each (8.5x11 Color Copies)	2,044.98

**Total Project Invoice      \$2,044.98**

**Total Invoice Amount      \$2,044.98**

*ok to pay  
OBSD  
BR*

DATE	DESCRIPTION	HOURS BILLED	AMOUNT
02.15.2018	Conference with Allison; review of OBSD Materials and Draft MOU	6	\$ 2,040.00
02.27.2018	Review MOU comments; Revise MOU; Emails to and from Allison	1	\$ 340.00
	<b>Total Hours</b>	<b>7</b>	
	Courtesy Discount		\$ (750.00)
	<b>Total</b>		<b>\$ 1,630.00</b>
03.01.2018	Conference with Allison; emails and calls to and from Allison; Revise MOU	1	\$ 340.00
03.02.2018	Emails to and from Allison; Revise MOU	0.2	\$ 68.00
03.13.2018	Conference with Steve	0.2	\$ 68.00
03.29.2018	OBSD Conference with Steve; Follow-up on items from meeting	1.4	\$ 476.00
	<b>Total Hours</b>	<b>2.8</b>	
	<b>Total</b>		<b>\$ 952.00</b>
04.02.2018	Emails to and from Steve; Rework and Revise MOU	4.2	\$ 1,428.00
04.03.2018	Conferences with Steve; Revise MOU; Research procurement issues; Begin memo regarding procurement issues; Various emails	4	\$ 1,360.00
04.04.2018	Review and revise MOU; Conferences and emails regarding MOU	3	\$ 1,020.00
04.04.2018	Conference on procurement and disbursement issues for master plan	0.2	\$ 72.00
04.05.2018	Various emails; conferences and revisions regarding MOU	3.2	\$ 1,088.00
04.06.2018	Conference with Steve, Allison and City; Conference with Bill Cole; Various emails; Revise and circulate MOU	1.6	\$ 544.00
04.09.2018	Review MOU revisions; Conference with Steve and Wyeth; Revise and circulate redlines MOU; Various emails	1	\$ 340.00
4.10.2018	Finalize and circulate MOU for signature	0.2	\$ 68.00
4.11.2018	Finish procurement memo; Conference with Steve; Revise procurement memo	2.6	\$ 884.00
	<b>Total Hours</b>	<b>20</b>	
	Courtesy Discount		\$ (1,000.00)
	<b>Total</b>		<b>\$ 5,804.00</b>
	<b>Disbursements</b>		
04.09.2018	Montana Secretary of State Entity Documents regarding Billings TBID		\$ 10.00
04.09.2018	Regarding Downtown Billings Partnership		\$ 10.00
04.09.2018	Regarding Big Sky EDC		\$ 10.00

04.09.2018	Regarding Billings Area Chamber of Commerce		\$ 10.00
04.09.2018	Additional Entity Documents Regarding Big Sky EDA		\$ 10.00
04.09.2018	Additional Entity Documents Regarding Billings Area Chamber of Commerce		\$ 10.00
	<b>Total</b>		<b>\$ 60.00</b>
05.04.2018	Review Dev. Plan Agreement; Revise and circulate agreement; Conference with Allison	3.2	\$ 1,088.00
05.07.2018	Review City Revisions; Conference with Steve; Revise and circulate Dev. Agreement	3	\$ 1,020.00
05.10.2018	Conference with Steve and Strategy Partners	1.5	\$ 510.00
05.15.2018	Call to Landmark attorney; Reviews revisions to dev. plan; Conference with Lynette; Conference with Allison, various emails, add'l research regarding public/private options; Conference with Mike Dockery regarding alternatives	3	\$ 1,020.00
05.16.2018	Review, revise, and circulate agreement; Conversation with Allison; Conference with attorney Mike Dockery regarding alternatives; Research public sector and conflict issues regarding bidding	2.8	\$ 952.00
05.16.2018	Conference with Kevin Heaney on issues with agreement for services on master plan; Review and comments to specific provisions in agreement on scope of service and exclusive negotiation; Conference with Kevin on comments	1.1	\$ 396.00
05.17.2018	Various emails; Revise development agreements; Conference with Allison; Emails to and from Wyeth regarding revisions	1.6	\$ 544.00
05.18.2018	Various calls and emails; Conferences with Landmark	2	\$ 680.00
05.21.2018	Conference with Strategy partners; Conference with landmark; Conference with Lynette and Steve; Various emails and calls; Review various revisions and document updates	3.2	\$ 1,088.00
05.22.2018	Conference with Mike Dockery; Various emails and document circulation	0.8	\$ 272.00
05.22.2018	Conference with Kevin on development plan for OBSD; Exclusivity and reimbursement issues for fee if developer is not involved in projects	0.4	\$ 144.00
05.24.2018	Revise and circulate updated DPA; Various emails; Conference with Steve	2	\$ 680.00
05.25.2018	Conference with Steve and Allison; Conference with Landmark; Revise DPA; calls and emails to and from Allison and Steve	2.2	\$ 748.00
05.30.2018	Review various emails and revised DPA and outline	0.4	\$ 136.00
05.31.2018	Conference with Steve; Conference with Allison; Review revised DPA	0.6	\$ 204.00
	<b>Total Hours</b>	<b>27.8</b>	
	<b>Courtesy Discount</b>		<b>\$ (1,500.00)</b>

		<b>Total</b>	<b>\$ 7,982.00</b>
06.01.2018	Revise and Circulate DPA; Conference with Steve; Additional revisions to DPA; Phone conference with Steve; Additional revisions	2.4	\$ 816.00
06.04.2018	Conference with BSED; Call with Steve; Review Landmark Divisions	1.6	\$ 544.00
06.06.2018	Draft summary and analysis of MOU and DPA issues	6.2	\$ 2,108.00
06.07.2018	Prepare for meeting; Attend meeting with city; Phone conference with Steve; Emails to and from Steve	3.6	\$ 1,224.00
06.08.2018	Conference with Brent Brooks, Brent Cromely and Bill Cole; Various emails; Revise DPA and circulate to City with memo regarding edits; Conference with Allison; Emails to and from Hammes; Review and revise outline for Steve; Draft email to Hammes regarding revisions; Follow-up issue regarding City Council meeting; Draft DPA outline for Brent Brooks	5	\$ 1,700.00
06.11.2018	Conference with Steve; Conference with Allison; Revise outline; Emails to and from Brent Brooks; Attend City Council meeting	4.2	\$ 1,428.00
06.12.2018	Various follow-up and related emails	0.6	\$ 204.00
06.27.2018	Conference with Ben Rose: Emails to and from title company; Begin Drafting Loan Documents	1.2	\$ 408.00
06.29.2018	Draft loan documents; Review title commitment and execution documents	3.8	\$ 1,292.00
		<b>Total Hours</b>	<b>28.6</b>
		Courtesy Discount	\$ (1,500.00)
		<b>Total</b>	<b>\$ 8,224.00</b>
12.28.2018	Email to Steve regarding lobbying	0.4	\$ 136.00
		<b>Total Hours</b>	<b>0.4</b>
		<b>Total</b>	<b>\$ 136.00</b>
02.14.2019	Calls to and from Steve; Phone conference with Steve regarding lobbying questions; research lobbyist registration requirements; Review lobbying authority regarding port authority statutes; Review lobbying thresholds and non-profit reporting requirements; conference with Steve, Allison, and Melanie	2.8	\$ 980.00
02.15.2019	Review email and draft amendment from Brent Brooks; Conference with Lynette Crandall; Emails to and from Melanie	1	\$ 350.00

02.18.2019	Review development agreement and development plan; Conference with Steve; Various emails to and from Lynette; Review MOU; Draft and circulate amendment to development agreement	2.6	\$ 910.00
02.19.2019	Conference with Melanie; Conference with Allison; Emails to and from Steve; Emails to and from Lynette	0.4	\$ 140.00
02.20.2019	Conferences with Steve; Conference with BSEDA and City regarding revising amendment; Emails to and from Brent Brooks; Reviseand circulate amendment; Emails to and from Lynette	2.5	\$ 875.00
02.21.2019	Conference with Brent Brooks and Gina Dahl; Draft response to council member Neese's Comments to amendment; Conference with Steve	2	\$ 700.00
02.22.2019	Review and Revise amendment; Conference with Steve; Conferences with Allison; draft email to Brent brooks and regarding amendment and summarizing charts; Various emails regarding amendment; conference with Brent Brooks and Chris Kukulski	2.6	\$ 910.00
02.25.2019	Prepare for Council meeting; Attend Council meeting	2.4	\$ 840.00
	<b>Total Hours</b>	<b>16.3</b>	
	Courtesy Discount		\$ (500.00)
	<b>Total</b>		<b>\$ 5,205.00</b>
	<b>Final Total Hours</b>	<b>102.9</b>	
	<b>Final Total</b>		<b>\$ 24,129.00</b>

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description</b>	<b>Hours</b>	<b>Amount</b>
12/28/2018	KPH	E-mail to Steve Arveschoug regarding lobbying.	0.40	\$136.00
		<b>Total Professional Services</b>	0.40	\$136.00
		<b>Total Due Current Statement</b>		<b>\$136.00</b>
		<b>Total Balance Due</b>		<b>\$612.00</b>

*BR*

CROWLEY  
FLECK PLLP  
ATTORNEYS

Page: 2  
Invoice Date: March 07, 2019  
Invoice Number: 872135  
Matter Number: 015352 - 000050      Atty: KPH  
RE: One Big Sky Center Project

Big Sky Economic Development Authority  
Attn: Steve Arveschong  
222 North 32nd Street, Suite 200  
Billings, MT 59101

PLEASE REMIT TO: P.O. Box 30441 Billings, MT 59107

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PROFESSIONAL SERVICES

Date	Person	Description	Hours	Amount
		Total Professional Services	16.30	\$5,705.00
		<i>Less Courtesy Discount</i>		<u>(<i>\$500.00</i>)</u>
		<b>Total Professional Services Due</b>		<b>\$5,205.00</b>
		<b>Total Due Current Statement</b>		<b>\$5,205.00</b>
		<b>Total Balance Due</b>		<b>\$5,205.00</b>

**CROWLEY  
FLECK** PLLP  
ATTORNEYS

Invoice Date: March 07, 2019  
 Invoice Number: 872135  
 Matter Number: 015352 - 000050 Atty: KPH  
 RE: One Big Sky Center Project

Big Sky Economic Development Authority  
 Attn: Steve Arveschong  
 222 North 32nd Street, Suite 200  
 Billings, MT 59101

Previous Balance	\$0.00
Less Payments	(\$0.00)
Current Services	\$5,205.00
Current Disbursements	\$0.00
<b>Total Balance Due</b>	<b>\$5,205.00</b>

*OBSD*  
 3/15/19  
*AB*  
*FOR*

Amount Remitted \$ \_\_\_\_\_

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**PROFESSIONAL SERVICES**

Date	Person	Description	Hours	Amount
02/14/2019	KPH	Calls to and from Steve Arveschoug (.2); phone conference with Steve Arveschoug regarding lobbying questions (.2); research lobbyist registration requirements (.4); review lobbying authority regarding port authority statutes (.4); review lobbying thresholds and non-profit reporting requirements (.6); conference with Steve Arveschoug, Allison Corbyn and Melanie Schmitz (1.0).	2.80	\$980.00
02/15/2019	KPH	Review email and draft amendment from Brent Brooks (.3); conference with Lynette Crandall (.6); emails to and from Melanie Schwartz (.1).	1.00	\$350.00
02/18/2019	KPH	Review development agreement and development plan; conference with Steve Arveschoug; various emails to and from Lynette Crandall; review MOU; draft and circulate amendment to development agreement.	2.60	\$910.00
02/19/2019	KPH	Conference with Melanie Schwartz; conference with Allison Corbyn; e-mails to and from Steve Arveschoug; e-mails to and from Lynette Crandall.	0.40	\$140.00
02/20/2019	KPH	Conferences with Steve Arveschoug (.3); conference with BSEDA and City regarding revising amendment (.5); emails to and from Brent Brooks (.3); revise and circulate amendment (1.0); emails to and from Lynette Crandall (.4).	2.50	\$875.00
02/21/2019	KPH	Conference with Brent Brooks and Gina Dahl (.6); draft response to council member's Neese's comments to amendment (1.2); conference with Steve Arveschoug (.2).	2.00	\$700.00
02/22/2019	KPH	Review and revise amendment (.6); conference with Steve Arveschoug (.2); conferences with Allison Corbyn (.4); draft email to Brent Brooks regarding amendment and summarizing charts (.4); various emails regarding amendment (.6); conference with Brent Brooks and Chris Kukulski (.4).	2.60	\$910.00
02/25/2019	KPH	Prepare for council meeting; attend meeting.	2.40	\$840.00

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**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description</b>	<b>Hours</b>	<b>Amount</b>
06/01/2018	KPH	Revise and circulate DPA; conference with Steve Arveschoug; additional revisions to DPA; phone conference with Steve; additional revisions.	2.40	\$816.00
06/04/2018	KPH	Conference with BSEDA; call with Stebve; review Landmark revisions.	1.60	\$544.00
06/06/2018	KPH	Draft summary and analysis of MOU and DPA issues.	6.20	\$2,108.00
06/07/2018	KPH	Prepare for meeting; attend meeting with City; phone conferencve with Steve Arveschoug; e-mails to and from Steve.	3.60	\$1,224.00
06/08/2018	KPH	Conference with Brent Brooks, Brent Cromley and Bill Cole; various e-mails; revise DPA and circulate to City with memo regarding edits; conference with ALLison Corbyn; e-mails to and from Hammes; review and revise outline for Steve; draft e-mail to Hammes regarding revisions; follow-up on issue regarding City Council meeting; follow-up on procurement and bidding questions raised in meeting; draft DPA outline for Brent Brooks.	5.00	\$1,700.00
06/11/2018	KPH	Conference with Steve; conference with Allison; revise outline; e-mails to and from Brent Brooks; attend City Council meeting.	4.20	\$1,428.00
06/12/2018	KPH	Various follow-up and related e-mails.	0.60	\$204.00
06/27/2018	KPH	Conference with Ben Rose; e-mails to and from title company; begin drafting loan documents.	1.20	\$408.00
06/29/2018	KPH	Draft loan documents; review title commitment and execution documents.	3.80	\$1,292.00
		Total Professional Services	28.60	\$9,724.00
				<i>Less Courtesy Discount</i>
				<u>(\$1,500.00)</u>
		<b>Total Professional Services Due</b>		<b>\$8,224.00</b>

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**CROWLEY  
 FLECK** PLLP  
 ATTORNEYS

Big Sky Economic Development Authority  
 Attn: Steve Arveschong  
 222 North 32nd Street, Suite 200  
 Billings, MT 59101

PLEASE REMIT TO: P.O. Box 30441 Billings, MT 59107

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**PROFESSIONAL SERVICES**

Date	Person	Description	Hours	Amount
05/22/2018	MSD	Conference with Kevin Heaney on development plan on Big Sky One, exclusivity and reimbursement issues for fee is developer is not involved in projects.	0.40	\$144.00
05/24/2018	KPH	Revise and circulate updated DPA; various e-mails; conference with Steve Arveschoug.	2.00	\$680.00
05/25/2018	KPH	Conference with Steve and Allison; conference with Landmark; revise DPA; calls and e-mails to and from Steve and Allison.	2.20	\$748.00
05/30/2018	KPH	Review various e-mails and revised DPA and outline.	0.40	\$136.00
05/31/2018	KPH	Conference with Steve; conference with Allison; review revised DPA.	0.60	\$204.00
<b>Total Professional Services</b>			<b>27.80</b>	<b>\$9,482.00</b>
<i>Less Courtesy Discount</i>				<u><i>(\$1,500.00)</i></u>
<b>Total Professional Services Due</b>				<b>\$7,982.00</b>
<b>Total Due Current Statement</b>				<b>\$7,982.00</b>
<b>Total Balance Due</b>				<b>\$7,982.00</b>

Ok to pay  
 Recruitment # No  
 Number make  
 note : One Big Sky District

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BR

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description</b>	<b>Hours</b>	<b>Amount</b>
03/01/2018	KPH	Conference with Allison Corbyn; e-mails to and from Allison; calls to and from Allison Corbyn; revise MOU.	1.00	\$340.00
03/01/2018	KPH	Correspondence to and from Diane Lehm; revise proposed coal board resolution and environmental assessment; review grant issues and representations regarding assessment; draft and circulate proposed board resolution.	1.20	\$408.00
03/02/2018	KPH	E-mails to and from Allison Corbyn; revise MOU.	0.20	\$68.00
03/13/2018	KPH	Conference with Steve Arveschoug.	0.20	\$68.00
03/29/2018	KPH	(One Big Sky Center) Conference with Steve Arveschoug; follow-up on items from meeting.	1.40	\$476.00
		<b>Total Professional Services</b>	<b>4.00</b>	<b>\$1,360.00</b>
		<b>Total Due Current Statement</b>		<b>\$1,360.00</b>
		<b>Total Balance Due</b>		<b>\$1,360.00</b>



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**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description</b>	<b>Hours</b>	<b>Amount</b>
02/15/2018	KPH	Conference with Allison Corbyn; review One Big Sky materials; draft memorandum of understanding.	6.00	\$2,040.00
02/27/2018	KPH	Review MOU comments; revise MOU; e-mails to and from Allison Corbyn.	1.00	\$340.00
		<b>Total Professional Services</b>	<b>7.00</b>	<b>\$2,380.00</b>
		<i>Less Courtesy Discount</i>		<u><i>(\$750.00)</i></u>
		<b>Total Professional Services Due</b>		<b>\$1,630.00</b>
		<b>Total Due Current Statement</b>		<b>\$1,630.00</b>
		<b>Total Balance Due</b>		<b>\$1,272.00</b>

SA

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**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description</b>	<b>Hours</b>	<b>Amount</b>
04/02/2018	KPH	E-mails to and from Steve Arveschoug; rework and revise MOU.	4.20	\$1,428.00
04/03/2018	KPH	Conferences with Steve Arveschoug; revise MOU; research procurement issues; begin memo regarding procurement issues; various e-mails.	4.00	\$1,360.00
04/04/2018	KPH	Review and revise MOU; conferences and e-mails regarding MOU.	3.00	\$1,020.00
04/04/2018	MSD	Conference with Kevin Heaney on procurement and disbursement issues for master plan.	0.20	\$72.00
04/05/2018	KPH	Various e-mails, conferences and revisions regarding MOU.	3.20	\$1,088.00
04/06/2018	KPH	Conference with Steve, Alison and City; conference with Bill Cole; variou e-mails; revise and circulate MOU.	1.60	\$544.00
04/09/2018	KPH	Review MOU revisions; conference with Steve Arveschoug and Wyeth Friday; revise and circulate redlines MOU; various e-mails.	1.00	\$340.00
04/10/2018	KPH	Finalize and circulate MOU for signature.	0.20	\$68.00
04/11/2018	KPH	Finish procurement memo; conference with Steve Arveschoug; revise procurement memo.	2.60	\$884.00
		<b>Total Professional Services</b>	<b>20.00</b>	<b>\$6,804.00</b>
		<i>Less Courtesy Discount</i>		<u><i>(\$1,000.00)</i></u>
		<b>Total Professional Services Due</b>		<b>\$5,804.00</b>

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**Total Due Current Statement** **\$5,864.00**

**Total Balance Due** **\$5,864.00**

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Big Sky Economic Development Authority  
 Attn: Steve Arveschong  
 222 North 32nd Street, Suite 200  
 Billings, MT 59101

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**DISBURSEMENTS**

Date	Description	Amount
04/09/2018	Montana Secretary of State- entity documents regarding Billings Tourism Business Improvement District	\$10.00
04/09/2018	Montana Secretary of State- entity documents regarding Downtown Billings Partnership, Inc	\$10.00
04/09/2018	Montana Secretary of State- entity documents regarding Big Sky Economic Development Corporation	\$10.00
04/09/2018	Montana Secretary of State- entity documents regarding Billings Area Chamber of Commerce	\$10.00
04/09/2018	Montana Secretary of State- add'l entity documents regarding Big Sky Economic Development Authority	\$10.00
04/09/2018	Montana Secretary of State- add'l entity documents regarding Billings Area Chamber of Commerce	\$10.00
	<b>Total Disbursements</b>	<b>\$60.00</b>
	<b>Total Due Current Statement</b>	<b>\$5,864.00</b>
	<b>Total Balance Due</b>	<b>\$5,864.00</b>

SA