

“Team Up for Clean Waters”
Itasca Waters
Quarterly Board Meeting
Friday, July 20, 2018 4:00 pm
J135, Itasca County Courthouse

Board members present (quorum 8): Jan Best, Megan Christianson (few minutes late), Kathy Cone, John Downing, Bill Grantges, Dave Lick, Bill Marshall, Jan Sandberg, Tim Scherkenbach, Davin Tinquist, Brian Whittemore

Technical Board present: Eric Raitanen

Board absent: Patty Gould-St. Aubin, Katy Hopkins, Pat Leistikow

Technical Board absent: Andy Arens, Moriya Rufer, Dan Steward, Dan Swenson

1. Administrative Items

a. Agenda

Motion to approve the agenda as amended to add two financial items for the lease at Central Square Mall and a credit card. (John Downing, Brian Whittemore) M/S/U

b. Minutes from Quarterly Board meeting January 19, 2018

c. Minutes from Quarterly Board meeting April 23, 2018

Motion to approve the Quarterly Board minutes from January 19, 2018 and April 23, 2018. (Davin Tinquist, Jan Best) M/S/ All aye with John Downing abstaining.

d. Approve Treasurer’s Report

Dave reviewed some of the content of Attachment #1. There is \$133,000 in the bank, with \$56,600 in operating funds. There is about \$21,000 left from the old Blandin grant which is generally targeted to outreach.

Motion to approve the Treasurer’s report as presented and approved at the July Executive Committee Meeting. (Brian Whittemore, Tim Scherkenbach) M/S/U

Pat Leistikow explored various office options and has recommended a lease with Central Square Mall.

Tim reported on the space in the Mall, one option was about 100 sq. ft \$83 vs. the larger space which is being recommended. The larger space cost is \$339.90 per month for Unit 121 starting Aug 1 plus costs to hook up Internet (\$85, not sure if this includes the equipment), \$35 for the Itasca Waters logo on the glass door.

Dave suggested that we be frugal on equipment (printer? Computer and phone) and furniture. Bill G noted that this is the face of Itasca Waters. Brian suggested seeking donations.

Motion to approve the lease as updated by Jan Sandberg, to be signed by the President. (Jan Sandberg, John Downing) M/S/U

e. Sub-account Credit Card

Pat has recommended a sub-account credit card for the coordinator—titled IWLP-Carissa Anderson with a limit of \$3000. John D raised several concerns including the need for two persons clearing credit card charges, a policy about what can be charged, arranging item limits with the credit card company, and the need for a card at all. Kathy suggested a probationary period before the person use the card. Brian suggested that any expenses be approved in advance at least by Pat L. Lynn added that the purpose of the card was to allow the coordinator to purchase a computer and phone ASAP. Also, some discussion about choice of equipment. Megan though that the iPhone 8 would be adequate, Lenovo (PC not Apple) may be fine.

Motion to approve a sub-account credit card titled IWLP-Carissa Anderson with any purchases to be preapproved by the Treasurer. (Dave Lick, John Downing) M/S/U

f. Ratify Past Actions of the Executive Committee May – July

See Attachment #3 for a summary of past actions of the Executive Committee from May – July.

Motion to approve the actions of the Executive Committee from May – July 2018. (John Downing, Tim Scherkenbach) M/S/U

g. Approve 2018 Operating Budget

Some discussion about the timing of this approval with agreement that the budget for 2019 will be presented for approval at the January Quarterly meeting. The budget is included in Attachment #4.

Motion to approve the 2018 operating budget. (John Downing, Tim Scherkenbach) M/S/U

h. Ratify Hiring of Coordinator

Lynn reviewed the hiring process. Her resume is Attachment #5 and was distributed earlier with the July Executive Committee minutes. Carissa was best choice to be a coordinator not just an administrator. It will be a struggle to manage all expected of her in 20 hours a week. Her hiring is recommended by the Executive Committee.

Motion to hire Carissa Anderson for 20 hours a week effective July 23, 2018. (Lynn Moratzka, Megan Christianson) M/S/U

Carissa has already received the work-related paperwork, to be returned to the PO Box.

Lynn has concerns because although she is the Board liaison to the coordinator, she was out of the loop on the office rental (she thought it would be Pat) and other conversations a few Board members had directly with Carissa. Agreement that we need one Board member who will coordinate with Carissa including communication. Brian raised the equipment issue—iPhone 8, MacBook to be used for presentations.

i. Bylaws Changes (emailed to Board on July 9):

The bylaw changes emailed to the Board on July 9 included changing the mission language, composition of Exec Comm, establishing sub-committees, including non-directors on committees, and clarifying the authority of the Executive Committee. See memo in Attachment #6 and proposed language in Attachment #7. In addition, Jan proposed a few more changes to that language—see Attachment #8 memo which includes bylaws language. For simplicity, the Board chose to break this into two motions, to first approve the original change language and then approve the language submitted by Jan Sandberg.

Motion to approve changes to the IWLP bylaws as specified in Attachment #7. (John Downing, Brian Whittemore) M/S/U

Motion to approve changes to the IWLP bylaws as specified in Attachment #8. (John Downing, Bill Marshall) M/S/U

The revised bylaw language with revision marks is included in Attachment #9.

j. Determine Executive Committee Make-Up:

With the adoption of the bylaw changes, the Executive Committee includes the officers (Lick, Leistikow and Sandberg) plus other directors appointed by the Board. A motion to specify those on the Executive Committee is in order.

Motion to specify the IWLP Executive Committee as including the officers (Dave Lick, Pat Leistikow and Jan Sandberg) and additional directors Kathy Cone, Brian Whittemore, Jan Best, Lynn Moratzka and Tim Scherkenbach. (Jan Sandberg, Davin Tinquist) M/S/U

In response to a question, it is our understanding that this change takes place immediately.

k. Add position for ICOLA to Technical Advisory Board:

Discussion about the value that ICOLA adds and appropriateness of having an ICOLA representative on the Technical Advisory Board.

Motion that IWLP define a position on the Technical Advisory Board for a representative from ICOLA, with that person to be recommended by ICOLA subject to approval by IWLP, and for this cycle that person would be approved by the Executive Committee, ratified at the next Quarterly meeting. (Dave Lick, Tim Scherkenbach) M/S/U

I. Change Board meeting dates to third Monday at 4 pm--January, April, July and October

Megan has suggested that we move the Quarterly meetings off Fridays at 4 pm. Discussion about best day of the week with consensus that Thursday afternoon would work.

Motion to schedule future Quarterly Board meetings at 4 pm on the third Thursday of the month. (Kathy Cone, Tim Scherkenbach) M/S/U

m. Projects: We are Water & Shoreland

i. Review sign-up sheets

Two sheets were circulated asking Board members to indicate interest in shoreland and We are Water activities and other Itasca Waters needs. Jan will contact anyone who has not made selections until all rows are completed. See Attachment #10.

ii. We are Water

Dave discussed need for horsepower for the project. Things are going well with the new grant and coordinator. How do we get information to the public? He is looking for input and possible persons to help. Dave reviewed his discussions with the Bush Foundation—strategy to get information to the public. John Connelly is interested in working on the grant and he has experience with the Bush Foundation.

Dave reviewed plans for Children’s Day at the Fair on August 16. Eric R, Kathy C, and Tim S will help. Aquanesia in September—the organizers need help with PR.

Bill suggested we reach out to Andy A or Tim Fritz (Dave noted that Tim is working with them, short staff situation may limit Andy’s participation). Dave met Craig Gilbertson MDH and Daryl Erola who would help with some science training for local persons who want to help. Dave needs help contacting possible consultants.

Brian mentioned that We are Water needs a small group who can work regularly to develop community events. We must meet a six-event minimum between Sept 2018 and Sept 2019. MN Humanities may expect us to dialog more with community groups. Current events include Relay for Voices. Dave suggested—lakeshore photo contest (Good, Bad, Ugly) with a prize at MacRostie. Reif Center music and theater (in addition to Relay for Voices). Brian stressed the need for a committee and Megan suggested finding natural owners. Bill added something similar for StarryTrek—possibly funds through community action grant.

Contact Brian if interested in participating on the committee.

iii. Shoreland

Bill G asked who oversees littoral zone since John Z is gone. Dave said that the overseer work was for the website. Tim S added that we need to figure out how WAW and Shoreland will complement each other. Stressed the need for a workplan for WAW and three-year shoreland project. Brian mentioned that there are two types of marketing. Tim’s proposal is that Tim, Dave, Lynn and Carissa get together after the meeting on Tuesday to get some ideas for a workplan for Shoreland. Tim is thinking of persons outside the Board for the three-year planning work. Carissa will help us get things done but does not have the technical background. Megan suggested that we put together a list of contact persons for specific issues, Tim thought that he would address this. Jan S will send updated Board list to Lynn for Carissa. John D offered the resources of his staff to Carissa, suggesting an in-office visit. Tim suggested a development plan for Carissa in addition to a work plan for activities. Dave stressed that we cannot dump our current work on Carissa.

Blandin training—Jan mentioned to Lynn the training opportunity for fundraising. Jan S won't transfer tasks to Carissa for now. Lynn will set up an IWLP email for Carissa that could also be used for Dropbox. Then put this email on the distribution list.

iv. Strategic Planning

Tim mentioned that we spent a day with three takeaways. Focus now needs to be on WAW, Shoreland planning and coordinator prep.

2. Committee/Other Reports

a. Membership Report (from Shirley Loegering)

Suggestion that these are donations. Can the form say when that they are a donor for the current year? It is better to be a donor for tax purposes.

3. Other Items Added to the Agenda

Bill asked about Fair signups and volunteer list circulated. His Sheriff's Dive Team item will go to the August Executive Committee meeting.

For the Youth Water Summit, Dave will have a discussion in August with Melanie DeBay about coordinating where kids go. She is not going to do the entire project next year. Dave does not want to let the school district completely off the hook as it weakens the partnership. A woman from Blandin might be willing to help. Megan had several suggestions—follow up with her. Consider WAW event tied to Youth Summit. Dave described the planning process for the event.

Adjourned 5:53.

2018 Meetings

The Quarterly Board meeting on Monday October 15 will be held at 4 pm in J135, Itasca County Courthouse

For 2019, Board meetings will move to the third Thursday at 4 pm in January, April, July and October. The plan is to hold all meetings in the Community Meeting Room at Central Square Mall, two doors from the Itasca Waters office.

NOTE: This schedule may be discussed again at the October meeting as some members have conflicts.

Executive Committee meetings will be held on the second Tuesday at 4:30 pm, starting in August at the Central Square Mall meeting room. Minutes are distributed to all Board members and all Board members are invited to attend the Executive Committee meetings.

For the remainder of 2018, Executive Committee meetings are:

Aug 14, Sept 11, Oct 9, Nov 13, Dec 11

NOTE: For August, the meeting will change to August 8 and may change going forward. Any changes will be communicated to all Board members.

ATTACHMENT #1

| | A | B | C | D | E | F | G | H |
|----|---------------------------------------|---------------------|--------------------|----------------------|---------------------|-------------------|---------------------|----------------------|
| 1 | Itasca Water Legacy Partnership | | | | | | | |
| 2 | June Summary | | 2018 | | | | | |
| 3 | Fiscal Year ending 12/31/2018 | | | | | | | |
| 4 | July 11, 2018 | | | | | | | |
| 5 | | IWLP | | Youth Education | Shoreland | | Blandin | |
| 6 | | Operating | Memorials | Summit | Project | WE ARE WATER | IWLP Operating | Total |
| 7 | Revenue | | | | | | | |
| 8 | Beginning Balance 01/01/2018 | 64,943.67 | 1,821.36 | (500.00) | 1,500.00 | (48.90) | 25,781.90 | 93,498.03 |
| 9 | Memberships and Donations | 1,710.28 | 50.00 | | | | | 1,760.28 |
| 10 | Misc Grants | | | | 1,200.00 | | | 1,200.00 |
| 11 | Blandin Grants | | | | 60,000.00 | | | 60,000.00 |
| 12 | AIS Grants returned | | | | | | | - |
| 13 | Memorials | | | | | | | - |
| 14 | Interest and Dividends | 15.68 | | | | | 82.78 | 98.46 |
| 15 | Administrative fee | | | | | | | - |
| 16 | Miscellaneous | | | | | | | - |
| 17 | Subtotal Revenue FY 2018 | 1,725.96 | 50.00 | - | 61,200.00 | - | 82.78 | 63,058.74 |
| 18 | Available Cash Revenue FY 2018 | \$ 66,669.63 | \$ 1,871.36 | \$ (500.00) | \$ 62,700.00 | \$ (48.90) | \$ 25,864.68 | \$ 156,556.77 |
| 19 | Expenditures | | | | | | | |
| 20 | Contracted Services | 2,000.00 | | 700.00 | 2,255.00 | | | 4,955.00 |
| 21 | Salaries and Wages | | | | | | | - |
| 22 | Employer paid benefits | | | | | | | - |
| 23 | Accounting Fees | 456.00 | | | | | | 456.00 |
| 24 | Dues and Memberships | 900.00 | | | | | | 900.00 |
| 25 | Equipment | | | | | | | - |
| 26 | Fuel and Oil | | | | | | | - |
| 27 | Grant Administration Fee | | | | | | | - |
| 28 | Insurance | 381.00 | | | | | | 381.00 |
| 29 | Interest and bank fees | 15.00 | | | | | | 15.00 |
| 30 | Mileage and Travel | | | | 27.24 | | | 27.24 |
| 31 | Registration Conferences | | | | | | | - |
| 32 | Postage | | | | 410.00 | | | 410.00 |
| 33 | Education | | | | | | | - |
| 34 | Program Supplies | 83.41 | | 2,699.53 | 397.18 | | | 3,180.12 |
| 35 | Promotion | | | | 469.00 | | | 469.00 |
| 36 | Membership Drive | | | | | | | - |
| 37 | Reimbursement Other | | | | | | | - |
| 38 | Rental and Storage | | | | | | | - |
| 39 | Repair and Maintenance | | | | | | | - |
| 40 | Supplies and printing | 46.49 | | | 6,013.75 | | | 6,060.24 |
| 41 | Website | 6,171.72 | | | | | | 6,171.72 |
| 42 | Subtotal Expenditures FY 2018 | \$ 10,053.62 | \$ - | \$ 3,399.53 | \$ 9,572.17 | \$ - | \$ - | \$ 23,025.32 |
| 43 | | | | | | | | |
| 44 | Ending Cash balance 06/30/2018 | \$ 56,616.01 | \$ 1,871.36 | \$ (3,899.53) | \$ 53,127.83 | \$ (48.90) | \$ 25,864.68 | \$ 133,531.45 |
| 45 | Checking | | | | | | | 71,713.96 |
| 46 | Savings | | | | | | | 59,275.02 |
| 47 | Edward Jones | | | | | | | 2,542.47 |
| 48 | Total Cash Balance 06/30/2018 | | | | | | | \$ 133,531.45 |

| | A | B | C | D | E | F | G | H | I | J | |
|----|--------------------------------------|-----------|---------------------------------|---------------------|------------------|-----------------|-----------------|-----------------|------------------|----------|---------|
| 1 | Itasca Water Legacy Partnership | | | | | | | | | | |
| 2 | Detail Fiscal Year 2018 | | | | | | | | | | |
| 3 | | | | July 9, 2018 | | IWLP | IWLP | Youth | | WE ARE | Blandin |
| 4 | | | | Operating | Memorial | Summit | Shoreland | | WATER | IWLP | |
| 5 | | | | | | | | | | | |
| 6 | Beginning Balances 01/01/2018 | | | 64,943.67 | 1,821.36 | (500.00) | 1,500.00 | (48.90) | 25,781.90 | | |
| 7 | | | | | | | | | | | |
| 8 | Check # | Date | Name | Amount | | | | | | | |
| 9 | 2117 | 1/4/2018 | Card Service Center | 14.99 | 14.99 | | | | | | |
| 10 | 2118 | 1/4/2018 | ICTV | 250.00 | 250.00 | | | | | | |
| 11 | 2119 | 1/17/2018 | Kirk Gilbertson CPA | 96.00 | 96.00 | | | | | | |
| 12 | 2120 | 1/17/2018 | Mary Shiedeler | 100.00 | | | 100.00 | | | | |
| 13 | 2121 | 2/7/2018 | Kindem Design | 1,775.00 | 1,775.00 | | | | | | |
| 14 | 2122 | 2/7/2018 | Terry Barth Design, LLC | 2,274.75 | 2,274.75 | | | | | | |
| 15 | 2123 | 2/16/2018 | RMB Labs LOST | - | - | | | | | | |
| 16 | 2124 | 2/16/2018 | Kirk Gilbertson CPA | 136.00 | 136.00 | | | | | | |
| 17 | 2125 | 2/21/2018 | Itasca SWCD | 500.00 | 500.00 | | | | | | |
| 18 | 2126 | 2/27/2018 | SFM Insurance | 300.00 | 300.00 | | | | | | |
| 19 | 2127 | 3/9/2018 | Kirk Gilbertson CPA | 64.00 | 64.00 | | | | | | |
| 20 | 2128 | 3/15/2018 | West Communications | 1,080.00 | | | 1,080.00 | | | | |
| 21 | 2129 | 3/15/2018 | Mary Shideler | 100.00 | 100.00 | | | | | | |
| 22 | 2130 | 4/3/2018 | Terry Barth Design, LLC | 924.75 | 924.75 | | | | | | |
| 23 | 2131 | 4/3/2018 | Jan Best | 472.84 | | | 472.84 | | | | |
| 24 | 2132 | 4/3/2018 | MN Lakes & Rivers | 150.00 | 150.00 | | | | | | |
| 25 | 2133 | 4/9/2018 | Kirk Gilbertson CPA | 64.00 | 64.00 | | | | | | |
| 26 | 2134 | 4/11/2018 | Jan Best | 34.34 | | | 34.34 | | | | |
| 27 | 2135 | 4/11/2018 | Range, a Deluxe Company | 5,995.05 | | | 5,995.05 | | | | |
| 28 | 2136 | 4/11/2018 | RMB Labs | 2,000.00 | 2,000.00 | | | | | | |
| 29 | 2137 | 5/2/2018 | Evergreen Graphic Design | 1,075.00 | | | 1,075.00 | | | | |
| 30 | 2138 | 5/2/2018 | Kindem Design | 990.00 | 990.00 | | | | | | |
| 31 | 2139 | 5/11/2018 | Jan Best | 50.23 | 31.53 | | | 18.70 | | | |
| 32 | 2140 | 5/22/2018 | Kirk Gilbertson CPA | 40.00 | 40.00 | | | | | | |
| 33 | 2141 | 5/23/2018 | ISD 318 GRHS | 2,684.00 | | | 2,684.00 | | | | |
| 34 | 2142 | 5/23/2018 | John Latimer | 200.00 | | | 200.00 | | | | |
| 35 | 2143 | 5/23/2018 | Mary Shideler | 200.00 | | | 200.00 | | | | |
| 36 | 2144 | 5/30/2018 | Herald Review | 390.00 | | | | 390.00 | | | |
| 37 | 2145 | 5/30/2018 | Card Service Center | 29.98 | 29.98 | | | | | | |
| 38 | 2146 | 5/30/2018 | David Lick | 15.53 | | | 15.53 | | | | |
| 39 | 2147 | 5/31/2018 | MN Environmental Partnership | 25.00 | | | | 25.00 | | | |
| 40 | 2148 | 5/31/2018 | Nathan Bergstedt | 100.00 | | | 100.00 | | | | |
| 41 | 2149 | 5/31/2018 | Rachel Randle | 100.00 | | | 100.00 | | | | |
| 42 | 2150 | 5/31/2018 | John Schroeder | 100.00 | | | 100.00 | | | | |
| 43 | | 6/1/2018 | Bank Fee | 15.00 | 15.00 | | | | | | |
| 44 | 2151 | 6/6/2018 | Terry Barth Design, LLC | 62.25 | 62.25 | | | | | | |
| 45 | 2152 | 6/12/2018 | Itasca SWCD | 110.65 | 83.41 | | | 27.24 | | | |
| 46 | 2153 | 6/12/2018 | Bill Grantges | 14.96 | 14.96 | | | | | | |
| 47 | 2154 | 6/15/2018 | CNA Surety | 187.00 | 187.00 | | | | | | |
| 48 | 2155 | 6/19/2018 | Regents of the UofMinnesota | 300.00 | | | | 300.00 | | | |
| 49 | 2156 | 6/20/2018 | Scenic Range News Forum | 54.00 | | | | 54.00 | | | |
| 50 | 2157 | 6/20/2018 | Kirk Gilbertson CPA | 56.00 | 56.00 | | | | | | |
| 51 | | | | | | | | | | | |
| 52 | Total Expenditures | | | 23,131.32 | 10,159.62 | - | 3,399.53 | 9,572.17 | - | - | |
| 53 | | | | | | | | | | | |
| 54 | Receipts | | | | | | | | | | |
| 55 | | 1/4/2018 | Memberships | 146.00 | 146.00 | | | | | | |
| 56 | | 1/8/2018 | Memberships | 225.00 | 225.00 | | | | | | |
| 57 | | 1/12/2018 | K Foundation | 23.28 | 23.28 | | | | | | |
| 58 | | 1/22/2018 | Memberships | 221.00 | 221.00 | | | | | | |
| 59 | | 1/17/2018 | Insurance | 5.00 | 5.00 | | | | | | |
| 60 | | 1/17/2018 | Medtronic Your Cause - Donation | 100.00 | 100.00 | | | | | | |
| 61 | | 1/31/2018 | Interest | 9.19 | | | | | | 9.19 | |
| 62 | | 2/2/2018 | Memberships | 50.00 | 50.00 | | | | | | |
| 63 | | 2/16/2018 | Memberships | 50.00 | 50.00 | | | | | | |
| 64 | | 2/16/2018 | SWCD AIS grant | 500.00 | | | 500.00 | | | | |
| 65 | | 2/22/2018 | Memberships | 50.00 | 50.00 | | | | | | |
| 66 | | 2/22/2018 | Insurance Refund | 101.00 | 101.00 | | | | | | |
| 67 | | 2/28/2018 | Net for the Good Estee Lauder | 49.00 | 49.00 | | | | | | |
| 68 | | 2/28/2018 | Interest | 13.27 | | | | | | 13.27 | |

| | A | B | C | D | E | F | G | H | I | J |
|----|-----------------------------------|---|---|---------------------|------------------|-----------------|-------------------|------------------|----------------|------------------|
| 1 | Itasca Water Legacy Partnership | | | | | | | | | |
| 2 | Detail Fiscal Year 2018 | | | | | | | | | |
| 3 | | | | July 9, 2018 | | | | | | |
| 4 | | | | | IWLP | IWLP | Youth | | WE ARE | Blandin |
| 69 | 3/5/2018 Donation | | | 50.00 | 50.00 | | | | | |
| 70 | 3/30/2018 Interest | | | 14.70 | | | | | | 14.70 |
| 71 | 3/30/2018 Dividends | | | 9.78 | 9.78 | | | | | |
| 72 | 4/3/2018 Memberships | | | 50.00 | 50.00 | | | | | |
| 73 | 4/10/2018 SWCD | | | 500.00 | | | | 500.00 | | |
| 74 | 4/30/2018 Interest | | | 19.60 | 5.00 | | | | | 14.60 |
| 75 | 5/4/2018 Memberships | | | 150.00 | 100.00 | 50.00 | | | | |
| 76 | 5/8/2018 Memberships | | | 175.00 | 175.00 | | | | | |
| 77 | 5/11/2018 Memberships | | | 96.00 | 96.00 | | | | | |
| 78 | 5/23/2018 Blandin | | | 60,000.00 | | | | 60,000.00 | | |
| 79 | 5/23/2018 Wabana Lake Association | | | 200.00 | | | | 200.00 | | |
| 80 | 5/23/2018 Memberships | | | 25.00 | 25.00 | | | | | |
| 81 | 5/31/2018 Memberships | | | 50.00 | 50.00 | | | | | |
| 82 | 5/31/2018 Interest | | | 15.92 | | | | | | 15.92 |
| 83 | 6/5/2018 Memberships | | | 125.00 | 125.00 | | | | | |
| 84 | 6/15/2018 Memberships | | | 100.00 | 100.00 | | | | | |
| 85 | 6/22/2018 Memberships | | | 25.00 | 25.00 | | | | | |
| 86 | 6/30/2018 Interest | | | 15.10 | | | | | | 15.92 |
| 87 | Edward Jones | | | 0.08 | 0.08 | | | | | |
| 88 | | | | | | | | | | |
| 89 | Total Receipts | | | 63,163.92 | 1,831.14 | 50.00 | | 61,200.00 | - | 83.60 |
| 90 | | | | | | | | | | |
| 91 | Current Balance | | | 133,530.63 | 56,615.19 | 1,871.36 | (3,899.53) | 53,127.83 | (48.90) | 25,865.50 |

| | K |
|----|------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | 93,498.03 |
| 7 | |
| 8 | |
| 9 | 14.99 |
| 10 | 250.00 |
| 11 | 96.00 |
| 12 | 100.00 |
| 13 | 1,775.00 |
| 14 | 2,274.75 |
| 15 | - |
| 16 | 136.00 |
| 17 | 500.00 |
| 18 | 300.00 |
| 19 | 64.00 |
| 20 | 1,080.00 |
| 21 | 100.00 |
| 22 | 924.75 |
| 23 | 472.84 |
| 24 | 150.00 |
| 25 | 64.00 |
| 26 | 34.34 |
| 27 | 5,995.05 |
| 28 | 2,000.00 |
| 29 | 1,075.00 |
| 30 | 990.00 |
| 31 | 50.23 |
| 32 | 40.00 |
| 33 | 2,684.00 |
| 34 | 200.00 |
| 35 | 200.00 |
| 36 | 390.00 |
| 37 | 29.98 |
| 38 | 15.53 |
| 39 | 25.00 |
| 40 | 100.00 |
| 41 | 100.00 |
| 42 | 100.00 |
| 43 | 15.00 |
| 44 | 62.25 |
| 45 | 110.65 |
| 46 | 14.96 |
| 47 | 187.00 |
| 48 | 300.00 |
| 49 | 54.00 |
| 50 | 56.00 |
| 51 | |
| 52 | 23,131.32 |
| 53 | |
| 54 | |
| 55 | 146.00 |
| 56 | 225.00 |
| 57 | 23.28 |
| 58 | 221.00 |
| 59 | 5.00 |
| 60 | 100.00 |
| 61 | 9.19 |
| 62 | 50.00 |
| 63 | 50.00 |
| 64 | 500.00 |
| 65 | 50.00 |
| 66 | 101.00 |
| 67 | 49.00 |
| 68 | 13.27 |

| | K |
|----|-------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 69 | 50.00 |
| 70 | 14.70 |
| 71 | 9.78 |
| 72 | 50.00 |
| 73 | 500.00 |
| 74 | 19.60 |
| 75 | 150.00 |
| 76 | 175.00 |
| 77 | 96.00 |
| 78 | 60,000.00 |
| 79 | 200.00 |
| 80 | 25.00 |
| 81 | 50.00 |
| 82 | 15.92 |
| 83 | 125.00 |
| 84 | 100.00 |
| 85 | 25.00 |
| 86 | 15.92 |
| 87 | 0.08 |
| 88 | |
| 89 | 63,164.74 |
| 90 | |
| 91 | 133,531.45 |

***oCOMMERCIAL LEASE AGREEMENT
CENTRAL SQUARE MALL***

THIS LEASE AGREEMENT is executed effective as of the last signature date set forth below by 1st day of August, 2018 among Central Square Mall, LLC ("Landlord") and [Itasca Water Legacy Partnership dba Itasca Waters](#) ("Tenant"):

1. **LEASED PREMISES:** In consideration of the rents, terms, provisions and covenants of this Lease Agreement, Landlord does hereby lease and let onto Tenant and Tenant does hereby lease from Landlord, Unit or **Space #121** (the "Leased Premises"), which is approximately **396 143 sq. ft.** of gross leasable area in the Central Square Mall (aka the "Shopping Center") in downtown Grand Rapids, MN.
2. **TERM:** Tenant shall have and hold the Leased Premises on a annual basis commencing on 1st of August, 2018 and terminating thirty days after written notice_. (Hereinafter called the "Term") upon the terms and subject to the conditions set forth in this Lease Agreement.
3. **PERMITTED USE:**
 - 3.1 The Leased Premises shall be used by Tenant solely for the following purpose:
Office..
 - 3.2 Trade Name: Itasca Waters
 - ~~3.3~~ ~~Operation of Business: to be posted on door of tenant space~~~~Tenant agrees to open its store for business, fully fixtured, stocked, and staffed and to continuously conduct in 100% of the Premises, during the same days, nights, and hours as any department store or stores located in the Mall and at least, in any event, from 10:00 AM until 8:00 PM on all business days. Tenant recognizes it is a material consideration to Landlord that Tenant produce the maximum Gross Sales possible from the Premises during the Lease Term. In no event, however, will Tenant be open for business after 8:00 PM or before 9:00 AM on any day without the Landlord's prior written consent. Notwithstanding anything to the contrary, Tenant shall not be required to be open any days or hours during which less than 75% of the gross leasable area of the Shopping Center is not also open and operating.~~
4. **RENT:**
 - 4.1 **Base Rent:** Tenant agrees to pay to Landlord as base rent (hereinafter called "Base Rent") for the Leased Premises, without notice, setoff or demand, the sum of **Eighty three and No Cents (\$83.00)** ~~Three hundred thirty-nine and 90 cents (\$339.90)~~ Dollars per month, said monthly installments to be due and payable by

Tenant in advance at the address of Landlord as set forth in this Lease Agreement or at such other place as Landlord may designate in writing. One monthly installment of rent shall be due and payable on or before the first day of each calendar month during the Term of this Lease Agreement.

4.2 Utilities: Utilities for the Leased Premises shall be paid as follows:

4.2.1 Landlord shall pay when due, all charges for water, sewer usage or rental, electricity, gas and heat furnished to or for the Leased Premises throughout the Term of this lease. Tenant shall pay all the costs of installation, maintenance and use of any internet, cable television, telephone, facsimile and/or telecopy machines located on the Leased Premises. Such services and equipment shall be obtained by and maintained solely in Tenant's name.

4.3 Security Deposit N/A: ~~Landlord and Tenant acknowledge that a security/damage deposit equal to two months rent (or \$ N/A) has been paid of the date of this Lease Agreement.~~

4.4 Increases in Insurance Premiums: ~~If any increase in the fire and extended coverage and/or liability insurance premiums paid for the Leased Premises is caused by Tenant's use and occupancy of the Leased Premises, then Tenant shall pay as additional rent the amount of such increase to Landlord.~~

5. CONDITION OF LEASED PREMISES: Tenant accepts the Leased premises in an "as is" condition as of the date of possession by the Tenant.

6. REAL ESTATE TAXES AND ASSESSMENTS: ~~Tenant shall pay Tenant's proportionate share when due of all real estate taxes and special assessments levied with respect to the Mall property. Tenant's proportionate shares shall be the total amount of such taxes and assessments multiplied by a fraction, the numerator of which shall be the gross leasable area within the Leased Premises, and the denominator of which shall be the gross leasable area of the Mall property. Tenant shall pay to Landlord monthly in advance an amount equal to one-twelfth (1/12) of Tenant's proportionate share of the real estate taxes and assessments payable during the current year, as reasonably estimated by the Landlord. Any excess or shortage of payments from Tenant shall be credited or debited against payment with respect to real estate taxes and assessments due and payable for the following year.~~

7. REPAIRS AND MAINTENANCE: Tenant shall at all times throughout the term of this Lease, including renewals and extensions thereof, at the Tenant's cost and expense, keep and maintain in good order, condition and repair, the Leased Premises and every part thereof including, but not limited to, ~~the exterior and interior portions of all doors, glass and glass windows; all mechanical, plumbing, heating, air conditioning, ventilating and electrical equipment and systems within, affixed to (roof mounted or otherwise) or serving the Leased Premises; interior walls, partitions, floors and ceilings; and all fixtures, appliances and~~

~~equipment furnished by Landlord, if any.~~ Tenant shall also at all times keep and maintain the Leased Premises in a clean, tidy and presentable condition. Tenant shall be liable for any and all damages to the Leased Premises during the term of this Lease. If Tenant refuses or neglects to commence or complete repairs promptly and adequately, Landlord may make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand, together with the sum of fifteen (15) percent of said costs for overhead and an additional sum equal to ten (10) percent of said amount for profit.

Upon termination of this Lease Tenant shall leave the Leased Premises in the same condition and state of repair as upon the commencement of this Lease, reasonable wear and tear excepted. Tenant may upon such termination remove any leasehold improvements belonging to Tenant, provided (i) Tenant is not in default with respect to any material term or condition of this Lease, including the payment of rent, (ii) the damage to the Leased Premises upon removal is not significant and (iii) Tenant properly repairs at its expense any damage caused by such removal.

8. COMMON AREAS:

8.1 Landlord grants to Tenant, and Tenant's customers and invitees, the right to use, in common with all other whom Landlord has or may hereafter grant rights to use the Common Areas located within and around the Mall. The term "Common Area" as used in the lease shall mean the parking areas, roadways, pedestrian sidewalks, loading docks, delivery areas, landscaped areas, service courts, open and enclosed courts and malls, fire corridors, meeting areas and public restrooms, and all other areas or improvements which may be provided by Landlord for the common use of Tenants of the Mall as depicted on **Exhibit A** attached hereto. Landlord hereby reserves the following rights with respect to the Common Areas:

- 8.1.1 To establish reasonable rules and regulations for the use thereof;
- 8.1.2 To use or permit the use by others to whom the Landlord may have granted such rights for promotional activities;
- 8.1.3 To close all or any portion thereof as may be deemed necessary by Landlord to prevent a dedication thereof or the accrual of any rights to any person or the public therein;
- 8.1.4 To change the layout of such Common Areas, including the right to reasonably add to or subtract from the shape and size thereof, whether by addition of the building improvements or otherwise, and may make installations and/or construct or erect buildings, structures, booths thereon or therein and move or remove the same and shall have the right to retain revenue from income producing events whether or not conducted for promotional purposes;

8.1.5 Landlord shall operate, manage, equip, light, repair, and maintain said Common Areas for its intended purpose in such manner as Landlord shall in its sole discretion from time to time determine, and may from time to time change the size, location, elevation, nature and/or use of any Common Areas. Notwithstanding anything in this Lease to the contrary, Landlord shall not block the view of or access to the Leased Premises.

8.2 COMMON AREA CHARGE: ~~Tenant shall pay to Landlord as a "Common Area Charge" a proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, maintaining, and repairing the Common Areas. Such costs and expenses shall include but not be limited to, onsite Mall management and maintenance cleaning, lighting, repairing, maintaining, and replacing all common area improvements; snow removal, parking lot striping, painting, and painting of exterior walls, landscaping, providing security, providing public liability, property damage, fire, and extended coverage and such other insurance as Landlord deems appropriate; including, but not limited to, the cost of the Landlord's insurance benefits (including premiums for Workers' Compensation and other insurance) paid to or on behalf of employees; personal property taxes, supplies, fire protection and fire hydrant charges, water and sewer charges, utility charges, licenses and permit fees, reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing such equipment, and administrative costs equal to fifteen (15) percent of the total cost of all the foregoing items. Tenant's Common Area Charge shall be determined by multiplying the total cost incurred by Landlord by the ratio of the gross leasable area of the Premises to the gross leasable area within all of the buildings in the Shopping Center. Any change in floor area in such buildings shall be deemed in effect on the first day of the next succeeding month following such change. Notwithstanding anything in this lease to the contrary, the common area costs shall not include the costs (or depreciation of the costs) of acquiring or constructing the shopping center, any expansion of the shopping center, or any remodeling of the shopping center or any improvement beyond its original quality and utility. Other expenses of a capital nature which are permitted to be included in common area costs shall be amortized on a straight line basis over their useful lives as reasonably determined pursuant to generally accepted accounting principles. Common area costs shall not include (a) any costs incurred in connection with the removal of asbestos or other hazardous materials from the shopping center; (b) reserves of any kind; (c) or administrative fees of any kind other than the 15% expressly set forth; (d) the cost of repairing casualty damage in excess of a \$20,000 deductible; or (e) the cost of improving or altering any tenant space. Landlord shall furnish Tenant with a reasonably detailed breakdown of common area costs and all calculations used to determine Tenant's share of such expenses. Landlord represents that its good faith estimate of the common area maintenance charge for 2007 is \$2.15/sq.ft.~~

Tenant

~~The operating costs described in this Section 8 shall be subject to audit by Tenant and at Tenant's expense during regular business hours for the period of one (1) year following the end of the period used by Landlord in estimating Landlord's cost, provided said right to inspect may not occur more than once in any such period. Landlord shall use its best efforts to minimize such costs of operation, management and maintenance in a manner generally accepted with shopping center practices.~~

~~9. **PROMOTIONAL FUND:** In addition to the rentals provided herein, Tenant agrees to pay into a Promotional Fund to be established by Landlord, its share of the cost of activities to be concluded by Landlord in the promotion of the Shopping Center of which the Premises are a part. The cost associated with Promotion shall include, but not be limited to:~~

~~9.1 All promotions, advertising expenses, seasonal decoration, wages, salaries, uniforms (if necessary), Worker's Compensation Insurance, Social Security Taxes and unemployment taxes for personnel necessary for activities or promotion of the Shopping Center and not otherwise set forth in this clause as an expense to be borne by Landlord. Tenant's share of said costs shall be computed at the rate of \$.50 per square foot of gross area of the Premises per year. Tenant's payment into the Promotional Fund shall be in equal monthly installments.~~

~~9.2 Landlord will pay or contribute to the Promotional Fund as its share of the cost of the activities conducted in the promotion of the Shopping Center an amount equal to twenty five (25) percent of the aggregate amount received into the Promotional Fund from the tenants of the Shopping Center, which amounts shall be paid quarterly by Landlord. In the event any employee of Landlord performs work for and on behalf of the Shopping Center, or in the event Landlord furnishes or provides services or promotional equipment to the Shopping Center (such as sign stanchions, banners, stage and public address system), Landlord may deduct the reasonable costs and expense thereof including 15% administrative charge from its quarterly contributions to the Promotional Fund, provided Landlord furnishes to the tenants taking part in the Promotional Fund adequate documentation of those expenses.~~

~~9.3 At the same time as Tenant's common Area Charge is adjusted pursuant to Section 8 of this Lease, said contributions shall be adjusted as follows:~~

~~The adjusted Promotional contribution shall be the amount set forth herein times the fraction, the numerator of which shall be the "North Central Class D All Items Consumer Price Index for All Urban Consumers (1967 = 100)", for the most recent period for which said index has been published, the denominator of which shall be the last such index published for the month the Tenant's obligation to pay rent commenced, but in no event shall the adjusted promotional contribution be less than the amount of the initial promotional contribution. If for any purpose~~

~~said index is to be determined as of two different dates and the base for the index differs for the two dates, an appropriate adjustment shall be made so that a similar base is employed for both dates. In the event the index is changed or discontinued, the most nearly comparable price index of the United States Government for computing the foregoing adjustment of the promotional contribution shall be used for adjustment.~~

10. ASSUMPTION OF RISK: Tenant assumes all risk of loss or damage to Tenant's property within the Leased Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause. Landlord will not be liable to Tenant or those claiming through Tenant, for injury, death or property damage occurring in the Leased Premises.
11. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY: Tenant agrees:
 - 11.1 To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations, and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;
 - 11.2 To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's Insurance policies or increases the premiums therefore;
 - 11.3 To keep its show or display windows, canopy, and electric signs lighted until at least 8:30 PM local time of each day or until time thirty (30) minutes after the close of each business day, whichever is the later;
 - 11.4 To permit no reproduction of sound which is audible outside the Premises nor to permit odors to be unreasonably dispelled from the Premises;
 - 11.5 To place no sign on the exterior of the Premises or on the interior surface of any windows of the Premises unless it meets the standards as set forth in **Exhibit "C"** attached hereto and made a part hereof and without also obtaining Landlord's prior written consent, and to maintain in good repair and promptly remove and repair any damage caused by any such permitted signs. Tenant agrees not to display any banners, pennants, search lights, window signs, balloons, or similar temporary advertising media. Tenant agrees to maintain its signs in a good state of repair and save Landlord harmless from any loss, cost, or damage as a result of the same and shall repair any damage which may have been caused by the erection, existence, maintenance, or removal of such signs. Upon vacating the Premises, Tenant agrees to remove all signs and repair all damage caused by such removal;

- 11.6 To place no merchandise, sign or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks or other Common Areas adjacent thereto or elsewhere on the exterior of the Premises;
- 11.7 To park Tenant's vehicles and to require all employees to park only in such places as may be designated from time to time by Landlord for use of the Tenant and its employees, and specifically not to permit parking by any of them in any service court area. (Landlord reserves the right to impose fines against Tenant for any violation of these parking restrictions by Tenant and/or Tenant's employees; Landlord further reserves the right to have towed, at Tenant's cost and expense, any automobile parked in violation of this clause);
- 11.8 To keep any refuse in proper containers in the interior of the Premises until the same is removed and to permit no refuse to accumulate around the exterior of the Premises;
- 11.9 To neither load nor unload or permit the loading or unloading of merchandise, equipment, or other property from any doors of the Premises that open onto the sidewalk areas, nor from any other doors except from the rear of the Premises and to use its best efforts to prevent the parking or standing of vehicles and equipment upon Shopping Center land except when actually engaged in loading or unloading;
- 11.10 To conduct no auction, fire, or going-out-of-business sale without the prior written consent of Landlord;
- 11.11 To permit Landlord free access to the Premises at all reasonable times for the purpose of examining the same or making alterations or repairs to the Premises that Landlord may deem necessary for the safety or preservation thereof;
- 11.12 To adequately heat and cool the Premises;
- 11.13 To permit no lien, notice of intention to file lien or other charges (whether arising out of work of any contractor, mechanic, laborer, or materialman or any mortgage, conditional sale, security agreement, or chattel mortgage or otherwise) which might become a lien or encumbrance or charge upon the Premises or any part thereof or the income therefrom, and to suffer no other matter or thing whereby the estate, right and interest of Landlord in the Premises or any part thereof might be impaired on account of Tenant's acts;
- 11.14 To solicit no business in the Common Areas, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles in the Common Areas;

- 11.15 To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Premises, the Common Areas, and other facilities and buildings on the Shopping Center.
- 11.16 To shut off all exhaust fans, if any, servicing the Premises at all times when Premises are closed; Tenant shall maintain positive air pressure so as to prevent the drawing of heated or cooled air from the enclosed in all and shall keep the Premises heated or air conditioned, as the case may be, to at least the same minimum temperature (in the case of heat) or at the same maximum temperature (in the case of air conditioning) as Landlord shall attempt to maintain in such mall;
- 11.17 To handle and dispose of all rubbish, garbage, and waste in accordance with regulations established by Landlord and not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage, or waste materials in, on, or about any part of the Shopping Center;
- 11.18 To participate in any reasonable window cleaning and exterminating programs that may be established by Landlord for all or substantially all other stores and businesses in the Shopping Center;
- 11.19 To prohibit the Premises to be used in any way which will injure the reputation of the same (or of the Shopping Center) or may be a nuisance, annoyance, inconvenience, or damage to the tenants of the Shopping Center or of the neighborhood including, without limiting the generality of the foregoing, noise by the playing of any musical instrument or radio or television, or the use of a microphone, loudspeaker, electrical equipment, or utilizing flashing lights or search lights or any other equipment which in the judgment of the Landlord might cause disturbance, impairment, or interference with the use or enjoyment by any other tenant in the Shopping Center;
- 11.20 To not subject any fixtures, furnishings, or equipment in or on Tenant's Premises which are affixed to the realty to any mortgages, liens, conditional sales agreements, security interest or encumbrances;
- 11.21 To prohibit the operation on the Premises of any coin or token operated vending machines or similar devices (including without limitation pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of merchandise and/or commodities except for employee use;
- 11.22 To permit on or after ninety (90) days preceding the expiration of the term of

this Lease, Landlord or its agents to have the right to show the Premises to potential tenants, and to place notices offering the Premises "To Lease" or " For Sale" on the front of the Premises or any part thereof; and

11.23 That it shall not make any penetrations through the roof of the Premises without the prior written consent of Landlord.

12. COMPLIANCE WITH LAWS AND REGULATIONS: Tenant agrees to comply with all laws, ordinances, orders, rules or regulations (state, federal, municipal, or promulgated by other agencies or bodies having any jurisdiction thereof) relating to the use, condition or occupancy of the Leased Premises.
13. ENTRY FOR REPAIRS, INSPECTION: The Landlord or Landlord's employees or agents shall have the right without any diminution of rent or other charges payable hereunder by Tenant to enter the Leased Premises at all reasonable times for the purposes of exhibiting the Leased Premises to prospective tenants or purchasers, inspection, cleaning, repairing, altering or improving the same, but nothing contained in this paragraph shall be construed so as to impose any obligation on the Landlord to make any repairs, alterations or improvements.
14. ALTERATIONS/LEASEHOLD IMPROVEMENTS:
 - 14.1 Tenant shall not make any alterations, additions or improvements in or to the Leased Premises or add, subtract, or in any way change any locks, plumbing or wiring therein without the prior written consent of Landlord. Tenant shall promptly pay for any such approved improvements upon completion and shall hold Landlord harmless from such costs. Unless Landlord specifically agrees otherwise in writing, all such leasehold improvements shall inure to and remain the property of Landlord.
 - 14.2 IF APPLICABLE: The parties acknowledge that certain acquisitions, improvements and alterations (the "Improvements") have been obtained and made with respect to the Leased Premises at or prior to the commencement of this Lease. Attached to this Lease as Exhibit "B" and incorporated herein is an itemization of the Improvements, together with a designation of the agreed upon owner of each such improvement.
15. QUIET ENJOYMENT: Landlord does hereby warrant that, subject to the terms and conditions hereof, Tenant shall peacefully have, hold and enjoy the Leased Premises during the full Term of this Lease and any extension or renewal thereof.
16. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet or license said Leased Premises or any part thereof, whether by voluntary act, operation of law, or otherwise, without the specific prior written consent of Landlord in each instance. No assignment or subletting shall release the Tenant of any obligations under this Lease.

17. LOSS OF CASUALTY: If the Leased Premises is damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Lease Agreement, provided it gives written notice thereof to Tenant.
18. CASUALTY INSURANCE: Tenant shall provide, at its sole cost, fire and extended coverage insurance covering all Tenant improvements and Tenant's personal property and shall name Landlord as an additional insured and loss payee thereon. Tenant shall provide Landlord with a copy of such insurance policy and declarations page showing said required coverage.
19. PUBLIC LIABILITY INSURANCE: Tenant shall, during the Term hereof, keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Leased Premises and Tenant's use of the same, in which both Tenant and Landlord shall be covered by being named as insured parties, in a combined single limit amount of not less than **\$1,000,000.00**, and written on an "occurrence" basis. Such policy or policies shall provide that ten (10) days written notice must be given to Landlord prior to cancellation thereof. Tenant shall furnish written evidence satisfactory to Landlord prior to the commencement date of this Lease that such coverage is in full force and effect.
20. TENANT'S INDEMNIFICATION. Tenant shall save harmless, indemnify, and at Landlord's option, defend Landlord, Related Parties, and mortgagees from and against any and all liability, liens, claims, demands, damages, expenses (including attorney's fees and costs), fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Leased Premises, or arising from any acts or omissions of Tenant or Tenant's breach of any terms or obligations of the Lease. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's indemnification obligations under this Lease.
21. NON-PAYMENT OF RENT, DEFAULTS: If any one or more of the following occurs: (1) a rent payment or any other payment due from Tenant to Landlord shall be and remain unpaid in whole or in part for more than ten (10) days after same is due and payable, (2) Tenant shall violate or default on any of the other covenants, agreements, stipulations of conditions herein; then it shall be optional for Landlord to declare this Lease Agreement forfeited and the said term ended. Notwithstanding re-entry by Landlord or forfeiture or termination of this Lease Agreement, the liability of Tenant for the rent and all other sums provided for herein shall not be relinquished or extinguished for the balance of the Term of this Lease Agreement. Tenant shall be responsible for, in addition to the rentals and other sums agreed to be paid hereunder, such additional sums for reasonable attorney's fees actually incurred by Landlord in any suit or action instituted by Landlord to enforce the provisions of this Lease, or the collection of the rentals due Landlord hereunder. Tenant shall also be liable to Landlord for the payment of interest at the highest permissible rate of interest allowed under the usury statutes of the State

of Minnesota, or in case no such maximum rate of interest is provided, at the rate of 12% per annum, on all rentals and other sums due Landlord hereunder not paid within ten (10) days from the date same becomes due and payable.

22. WAIVER: The failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time thereafter.
23. HOLDING OVER: In the event of holding over by Tenant after the expiration or termination of this Lease, the holdover shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord as rental for the period of such hold over an amount equal to one and one-half the rent which would have been payable by Tenant had the hold over period been a part of the original Term of this Lease. Tenant agrees to vacate and deliver the Leased Premises to Landlord upon Tenant's receipt of written notice from Landlord to vacate. The rent payable during the hold over period shall be payable to Landlord on demand. No holding over by Tenant, with or without consent of Landlord, shall operate to extend this Lease except as is otherwise expressly provided.
24. SUBORDINATION TO MORTGAGE: Tenant agrees that this Lease shall be subordinate to any mortgage that now or hereafter be placed upon the Leased Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof, provided the mortgagees named in such mortgages shall agree to recognize this Lease Agreement or Tenant in the event of foreclosure provided the Tenant is not in default. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument as reasonably required by Landlord's mortgagee.
25. ESTOPPEL CERTIFICATES: Tenant agrees, at Landlord's request, to promptly execute either an estoppel certificate addressed to any mortgagee of Landlord or any purchaser of Landlord's interest or a third party agreement among Landlord, Tenant and such mortgagee(s) certifying as to such facts (if true) and agreeing to such notice provisions and other matters as may be reasonably required by Landlord or Landlord's mortgagee.
26. NOTICES: All rent and other payments required to be made by Tenant shall be payable to Landlord at the address set forth below, or any other address Landlord may specify from time to time by written notice delivered to Tenant. Any written notice or document required or permitted to be delivered by this Lease Agreement, including Landlord's 30 day written notice of termination, shall be deemed to be delivered (whether or not actually received) when deposited in United States mail, postage paid, certified mail, return receipt requested, addressed to the parties at their respective address set forth below, or at such other address as either party may designate in writing to the other party.

LANDLORD:

TENANT:

Central Square Mall, LLC
[201 NW 4th Street](#)

Itasca Water [Legacy Partnership dba Itasca Waters](#)
PO Box 881

Grand Rapids, MN 55744

Grand Rapids, MN 55744

- 27. SUCCESSORS AND ASSIGNEES: This Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, and, to the extent assignments may be approved by Landlord hereunder, Tenant's assigns.

- 28. RIGHTS CUMULATIVE; GOVERNING LAW: All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any of the rights or remedies allowed by law; and this Lease is declared to be a Minnesota contract, and all of the terms hereof shall be construed according to the laws of the State of Minnesota.

- 29. GENERAL: This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. Each term and each provision of this Lease Agreement performable by Tenant shall be construed to be both a covenant and a condition. The marginal or topical headings of the several paragraphs and clauses are for convenience only and do not define, limit or construe the contents of such paragraphs or clauses. All preliminary negotiations are merged into and incorporated in this Lease Agreement. This Lease Agreement can only be modified or amended by an agreement in writing signed by the parties hereto.

Dated: _____

TENANT:

Dated: _____

LANDLORD:

Central Square Mall, LLC

By: _____

Its: Manager

EXHIBIT A

Depiction of Shopping Center and Leased Premises

EXHIBIT B

Improvements

(If Applicable)

EXHIBIT "C"

SIGN CRITERIA

A. General:

- 1) Each Tenant shall be required to identify its Premises with signage in accordance with this Exhibit. Such signage shall be installed prior to Tenant opening for business in the Premises.
- 2) All signs require approval by Landlord, which approval shall be given or denied in accordance with the criteria set forth herein.
- 3) Tenant shall, at its own risk and expense, erect such sign(s), (including final electrical connections and time clock) as are required under this Exhibit and shall maintain such sign(s) in good state of repair. Tenant hereby agrees to indemnify Landlord the erection, maintenance, existence or removal of any such sign(s), and further agrees to repair any damage which may be caused by the erection, existence, maintenance, or removal of such sign(s). Upon vacating the premises, Tenant agrees to remove all signs and repair all damage caused by such removal.
- 4) Although signing practices of Tenants will be considered, such practices will not be controlling.
- 5) Tenant shall be required to identify its Premises with storefront signage in accordance with the criteria set forth on Drawing SS-1 (attached).
- 6) Tenant shall be required to identify its service door (if provided) with one (1) identification sign in accordance with the criteria set forth on Drawing SS-2 (attached).
- 7) Upon entering the Premises for fixturing and/or store merchandising, the Tenant may post a sign in its window or storefront advising the public of its pending opening for business. Said sign shall be approximately two (2) feet in height by three (3) feet in width and shall be of professional quality. Upon opening of the premises for business, the Tenant shall remove the aforesaid sign.
- 8) If any of the following limitations, restrictions, or criteria are found to be invalid under any local ordinance, regulation, or law, to the extent that such limitations, restrictions, or criteria is invalid as aforesaid, then the Landlord, at its sole discretion, may modify such limitations, restrictions or criteria to comply with such local ordinance, regulation, or law. In no case shall the invalidity of any one of the foregoing limitations, restrictions, or criteria invalidate this Exhibit.

B. Limitation and Restriction:

- 1) All signage shall be located within the limitations described on the attached criteria drawings.
- 2) Wording of signs shall be limited to the store name.
- 3) The use of corporate crests, shields, or insignia will be permitted provided such corporate crests, shields, or insignia shall not exceed the maximum allowable height of the sign letters.
- 4) All signs shall have concealed attachment devices, clips, wiring, transformers, lamps, tubes and ballasts. All signs shall be fabricated and installed in compliance with all applicable building and electrical codes and be UL approved.
- 5) Sign letters or components shall have plastic faces with metal returns and trim caps.
- 6) Sign letters or components shall not have exposed neon or other lamps. All light sources shall be concealed by translucent material. Sign letters or components shall be internally illuminated with lamps contained wholly within its depth. Maximum brightness in any event shall not exceed 100 foot-lamberts. Minimum brightness shall not be less than 75 foot-lamberts.
- 7) Temporary or permanent decor or advertising type signs in storefront windows will only be permitted with Landlord approval.
- 8) Tenant shall have no right to erect any sign on the exterior of the Shopping Center.

C. Prohibited Types of Signs or Sign Components:

- 1) Moving or rotating signs.
- 2) Flashing or moving lights.
- 3) Exposed raceways, ballast boxes or transformers.
- 4) Names, stamps or decals of the sign manufacturer or installer.
- 5) Painted and/or non-illuminated signs.
- 6) Cloth, wood, paper or cardboard signs, stickers, or decals on or around exterior surfaces, doors and windows of the Premises.

- 7) Noise making devices and components.
- 8) Letters, symbols, or identification of any nature painted directly on exterior surfaces, doors and windows of the Premises.

ATTACHMENT #3

Summary of Past Executive Committee Actions—February 2018 – April 2018

Administrative items such as the approval of agenda, consent agenda, minutes and financial reports are not included. Full minutes and attachments are sent to all Board members after each Executive Committee meeting.

May 2018

Motion to recognize that from the new Blandin grant, IW will allocate \$10,000 for Deer Lake and \$5,000 for another lake association. The individual inspection amount is irrelevant as the total is \$10,000. Billing will be once per year by the provider. (Patty Gould St. Aubin, Pat Leistikow) M/S/U

Motion to hire one or two persons from Personnel Dynamics or similar to move the copies of the Shoreland Guides from Second Harvest to the Itasca Reliable basement with IWLP providing the transport vehicle, at a cost of up to \$100. (Jan Best, Dave Lick) M/S/U

Motion to approve and sign the We are Water contract with MNPCA. (Brian Whittemore, Dave Lick) M/S/U

Motion to approve the 2018 budget originally sent out in March with expenditures of \$16,930 and revenue of \$11,930 for 2018. (Pat Leistikow, Tim Scherkenbach) M/S/U

Motion to give Shirley Loegering the authority to work with DonorSnap to set up the financial services for Itasca Waters. (Dave Lick, Brian Whittemore) M/S/U

Allocate \$1,800 to projects with Two Rivers video to produce six programs on ICTV over next two years to be taken from the old Blandin funds. (Brian, Dave) M/S/U

Motion to develop new committee to be responsible for the hiring and administration of the new Coordinator for IW (Dave Lick, Tim Scherkenbach)

Motion to approve up to \$2,000 for RMB to continue to complete lakes work, with possible additional funds from lake associations and noting that this will be coordinated with ICOLA (Dave, Patty)

June 2018

Motion to clarify that the first and primary assignment of the new Coordinator will be working with PR Committee on the We Are Water project. (Pat Leistikow, Jan Sandberg) M/S/U

Motion is to spend up to \$275 from new Blandin grant funds for five banners measuring 2' by 6' from Rapids Printing. The banners would be identical to our new billboard, white letters on blue background with large letters spelling out "SHORELAND QUESTIONS? ITASCAWATERS.ORG". The banners will be used at all events involving Itasca Waters. They are made of heavy vinyl with six grommets. (Brian Whittemore, Tim Scherkenbach) M/S/U

Motion that Tim approach ICOLA for a June or July presentation on Itasca Waters. (Jan Sandberg, Jan Best) M/S/U

Consensus to put an item on the agenda for discussion at the July Board meeting about adding a new position to the Itasca Waters Advisory Board to represent ICOLA.

Motion to draft language to (1) amend the bylaws to clarify who can be a member of the Executive Committee and the process for appointment and (2) consider timeliness for bylaw amendments to allow the establishment of subcommittees, include non-directors on committees and subcommittees, and clarify the authority of the Executive Committee in preparation for a full reorganization of the bylaws. (Tim Scherkenbach, Brian Whittemore). M/S/U

July 2018

Motion to approve reimbursing Shirley Loegering up to \$500 for expenses associated with the November 2018 membership mailing. (Dave Lick, Brian Whittemore) M/S/U

Motion that the Itasca Waters Executive Committee recommend to the full Itasca Waters Board that we hire Carissa as the part-time coordinator under the terms of the Blandin and We are Waters grants, with specific details to be determined by the Executive Committee, with a start date of July 23, 2018. (Dave Lick, Jan Sandberg) M/S/U

Motion to recommend to the full Board that Pat Leistikow arrange for rental of office space at Central Square Mall at a cost of \$83 per month now and \$231 per month starting in February 2019. (Dave Lick, Pat Leistikow) M/S/U

Motion to move monthly Executive Committee meetings to the second Tuesday at 4:30 pm (Dave Lick, Brian Whittemore) M/S/U

Motion to approve the agenda for the July 20, 2018 Quarterly meeting. (Pat Leistikow, Brian Whittemore) M/S/U

Motion to approve up to \$200 for Bill Grantges and ISWCD for items needed for the Itasca County Fair. (Tim Scherkenbach, Dave Lick) M/S/U

ATTACHMENT #4

| Working Budget Summary | | | | | | | | | |
|---------------------------|----------------------------|-----------------------------|----------------------------|-----------------------------|----------------------------|-----------------------------|------------------|--|--|
| January 28, 2017 | | | | | | | | | |
| | Actual 2016 | | Budget 2017 | | Budget 2018 | | | | |
| | Itasca Waters Operating | Current Blandin(Summits) | Itasca Waters Operating | Current Blandin(Summits) | Itasca Waters Operating | Current Blandin(Summits) | New Blandin | | |
| Revenues | | | | | | | | | |
| Memberships and Donations | 6,873.53 | | 6,000.00 | | 8,500.00 | | | | |
| Misc Grants | | | 1,500.00 | | 1,500.00 | | 7,000.00 | | |
| Blandin Grant | | | | | | | 50,000.00 | | |
| Memorials | 492.08 | | 400.00 | | 400.00 | | | | |
| Interest and Dividends | 23.80 | 103.84 | 30.00 | 105.00 | 30.00 | 100.00 | | | |
| Administrative fee | 12,754.01 | | 2,300.00 | | 1,500.00 | | | | |
| Miscellaneous | | | | | | | | | |
| Total Revenue | 20,143.42 | 103.84 | 10,230.00 | 105.00 | 11,930.00 | 100.00 | 57,000.00 | | |
| Expenditures | | | | | | | | | |
| Contracted Services | 140.00 | | 300.00 | 1,700.00 | 500.00 | 1,700.00 | 7,900.00 | | |
| Salaries and Wages | | | | | | | 25,000.00 | | |
| Employer paid benefits | | | | | | | 2,300.00 | | |
| Accounting Fees | 3,283.49 | | 1,500.00 | | 1,500.00 | | | | |
| Dues and Memberships | 1,035.00 | | 1,000.00 | | 1,000.00 | | | | |
| Equipment | | | | | | | | | |
| Fuel and Oil | | | | | | | | | |
| Grant Administration Fee | | | | | | | 1,500.00 | | |
| Insurance | 5,197.00 | | 2,000.00 | | 2,500.00 | | | | |
| Interest and bank fees | 39.61 | | 10.00 | | 10.00 | | | | |
| Mileage and Travel | 60.00 | | | | | | 940.00 | | |
| Registration Conferences | | | | | | | | | |
| Postage | 333.75 | | 300.00 | 40.00 | 300.00 | 40.00 | 500.00 | | |
| Program Supplies | | 2,740.20 | 500.00 | 3,360.00 | 500.00 | 3,360.00 | 2,500.00 | | |
| Promotion | 100.00 | | 3,000.00 | 400.00 | 3,000.00 | 400.00 | 16,400.00 | | |
| Reimbursement Other | | | | | | | | | |
| Rental and Storage | 200.00 | | | 500.00 | 5,000.00 | 500.00 | 1,000.00 | | |
| Repair and Maintenance | | | | | | | | | |
| Supplies and printing | 1,221.11 | | 800.00 | | 1,000.00 | | 400.00 | | |
| Website | 197.89 | | 1,500.00 | | 1,620.00 | | 5,000.00 | | |
| Total Expenditures | 11,807.85 | 2,740.20 | 10,910.00 | 6,000.00 | 16,930.00 | 6,000.00 | 63,440.00 | | |



CARISSA ANDERSON

116 Par Lane, Grand Rapids, MN 55744

218-256-9900

carissabethanderson@gmail.com

SUMMARY OF QUALIFICATIONS

- Quick study, with an ability to easily grasp and put into application new ideas, concepts, methods and technologies
- Dedicated, innovative and self-motivated team player and team builder
- Exceptional skills including leadership, organizational, oral and written communication, interpersonal, analytical, and problem resolution
- Thrive in both independent and collaborative work environments
- Proficient in the use of various computer programs and applications including

Microsoft Office Suite

EXPERIENCE

Independent School District 316, Coleraine, Minnesota

2002-2012 and 2017-present

Teacher

- Elementary Music Instructor Grades K-4
- Directed 5 choirs in grades 5-12 (approximately 300 students)
- Organized multiple concerts annually
- Coordinated and ran large group fundraisers
- Scheduled and implemented individual student lesson time
- Managed several large group field trips
- Developed music curriculum
- Established a grading system
- Ordered for and maintained the Music Library

Reif Performing Arts Center, Grand Rapids, Minnesota

2015-2017

Box Office Manager

- Coordinate Schedules
- Prepare documents and letters
- Maintain and provide instruction regarding computer programs and ticketing software
- Oversee all accounts receivable
- Responsible for all incoming customer calls
- Facilitate office functions
- Work with performing artists and handle contracts

The Yarn Gallery, Grand Rapids, Minnesota

2012 –2016

Business Owner

- Managed the store and day to day operations
- Developed all social media, marketing, and website content
- Accountable for ordering, inventory, and bookkeeping
- Organized, prepared and taught classes and special events
- Facilitated as President of the Downtown Business Association
- Collaborated with other business owners and artists on projects and events

EDUCATION

St. Cloud State University, St. Cloud, Minnesota, 2001

- Bachelor of Science Degree; Music Education
- Magna Cum Laude
- Minnesota Licensure in Music Education K-12

Anoka-Ramsey Community College, Coon Rapids, Minnesota, 1998

- Associate of Arts Degree

EXPERIENCES AND VOLUNTEER WORK

Commissioner on the Grand Rapids Arts and Cultural Commission

Board Member of Grand Rapids Arts

Downtown Business Association – President (1 term) and Board Member

Director of the Itasca Community Choir

Director of the Blandin Male Chorus

Musical Director for the Grand Rapids Players

Vocal Coach for the Grand Rapids Children's Theater Summer Camp

Children's Choir Director at Bethlehem Lutheran Church in St. Cloud, Minnesota

ATTACHMENT #6

MEMORANDUM

To: IW Executive Committee
From: Jan Sandberg
Date: July 5, 2018
Subject: Background for Bylaw Changes

The Itasca Water Legacy Partnership bylaws have been revised many times since they were drafted about ten years ago. At some point, the Planning Committee envisions a complete overhaul to make the bylaws more consistent internally, readable, and possibly in line with the model bylaws from the Minnesota Council of Nonprofits. However, for the near future, the Planning Committee is suggesting a series of changes to clarify several key issues and expand possibilities for committees and subcommittees, which we see as taking on more work for the organization.

In researching the modifications, I reviewed Minnesota Statutes 317A Nonprofit Corporations and Minnesota Council of Nonprofits “Sample Bylaws -- Without Members.”

The proposed changes are made to the version of the bylaws passed April 2018 and are shown as revision marks to that document. The rationale for changes are discussed for each Article and topic.

Article 1

Mission

Several years ago, IWLP revised its mission. The proposed change replaces the old mission with the revised mission.

Article 5

Headers have been added to clarify content in this section.

Composition of the Executive Committee

Our bylaws are a bit murky on Executive Committee membership and imply some flexibility in membership.

The first change is designed to more directly state that the Board defines membership at any Quarterly meeting by moving it directly next to the composition language. Another change eliminates the requirement that committee chairs must be part of the Executive Committee. Committee chairpersons may still be part of the Executive Committee but removing the requirement may help us recruit chairpersons who do not have the flexibility to attend Executive Committee meetings or participate in its heavy workload.

Authority of the Executive Committee

For nonprofits such as ours, the full power of the organization rests in the Board of Directors. The Executive Committee cannot act for the Board in all matters.

The Itasca Water Legacy Partnership Executive Committee is a standing committee defined in the Itasca Waters bylaws with limited authority as indicated in the text proposed for deletion. This limited authority is more limited than that defined in the Minnesota Council of Nonprofits sample bylaws.

The change uses language from the model bylaws to define a broader authority for the Executive Committee to better match its current level of activity.

Standing Committees

An organization's bylaws define procedures for establishing committees and their authority. Board resolutions establish committees with defined authority to the extent allowed in the bylaws. These changes clarify that it is the Board that establishes and dissolves standing committees.

Special Committees

These changes clarify that the Board or Executive Committee may establish special committees which are generally used for short term projects. This language would have been helpful in the Coordinator search.

Subcommittees

MN Statute 317A.241 subd. 7 allows a committee to establish its own subcommittees, depending on language in the bylaws. Our bylaws do not reference subcommittees but one way to read the statute suggests that they do not need to do so. This change clarifies the ability to create subcommittees.

Committee Composition

According to state statute, committee members need not be directors (MN Statute 317A.241 subd. 2) but are considered directors for the purposes of conduct, conflict of interest and indemnification. However, I am not aware of Executive Committees that include persons who are not directors.

Article 7

Membership

Itasca Water Legacy Partnership is classified as an organization without members—the Board is self-perpetuating—so technically the members are the directors. We often refer to our members, but they do not have any voting authority, nor would I recommend trying to change this. However, we can offer memberships. This change clarifies that we are talking about memberships, not members.

Article 15

There is no statutory requirement for a one-month gap between adoption and effective date. With the expanded authority given to the Executive Committee, it makes sense to remove this requirement.

Bylaws of Itasca Water Legacy Partnership

~~Revised and passed April~~ July 2023, 2018

Article 1

PURPOSE

The Itasca Water Legacy Partnership (IWLP) is a community coalition comprised of a broad spectrum of stakeholders including business, industry, government, education, resorts, environmental coalitions, real estate and tourism representatives and citizens at large. The mission of the organization is to "Team Up" with other organizations and concerned citizens to maintain abundant, clean water for our continued health, enjoyment and a strong economy. ~~explore and enact strategies to maintain and improve water quality in Itasca County, protect watersheds and to highlight the importance of the area's impressively clean water.~~

The IWLP will work in a collaborative manner on on-the-ground actions that encourage diverse, sustainable use, protection, recovery and enjoyment of Itasca County's world-class water and shore-land resources that are critical to a strong economy.

Article 2

OFFICE AND BOUNDARIES

The principal office of IWLP shall be the mailing address of PO Box 881, Grand Rapids, MN 55744 and physical address at 1121 E. Hwy 169, Grand Rapids, Minnesota 55744.

The operating territory for programs and services is Itasca County, Minnesota and its associated watersheds.

Article 3

BOARD OF DIRECTORS AND TECHNICAL ADVISORY BOARD

The management of all of the affairs, property and business of IWLP shall be vested in the Board of Directors consisting of up to thirty persons. The City of Grand Rapids and Itasca County will be invited to attend. Other governmental entities may be invited to attend upon request.

The terms of the Board members shall be three years, one third of who will be elected each year. All board members shall serve until their successors are elected and qualified, even though that may extend their term for a short period.

A Technical Advisory Board comprised of non-voting members with particular expertise valuable to the Partnership may be established.

Members of the Board of Directors and the Technical Advisory Board are expected to attend all Quarterly Board meetings. In the event of an unavoidable absence, members may be excused by notifying the IWLP secretary before the meeting. Members absent more than three meetings in a calendar year shall be deemed resigned from the Board unless the Executive Committee takes specific action by majority vote to reinstate the member. Emeritus members are nonvoting and are excused from attendance requirements.

Board members may resign by submitting a letter to the Secretary for action at the next regular meeting.

Terms of service may begin and end at any Quarterly meeting during the year. Board members may serve three successive terms of three years. No person will serve longer than three successive terms except after an absence of one year from the Board unless approved otherwise by a majority vote of the Board of Directors.

The Board of Directors may exercise all the powers of a 501c3 non-profit organization acting under the laws of the State of Minnesota, and may do all such lawful acts and actions as are required or permitted to be done pursuant to law, the enabling resolution or pursuant to these bylaws.

Meetings of the Board of Directors shall be held at least quarterly at the principal office in the City of Grand Rapids, State of Minnesota, or at such other places as the Board may establish. All Board of Directors meetings will be open to the public and minutes of the proceedings available on request.

Special meetings may be called at any time by the President or, in the president's absence, by the Vice President or any two Board members, to be held at the principal office of IWLP in the City of Grand Rapids, State of Minnesota or any other place that IWLP may designate. Notice of special meetings shall be given to each Board member at least 48 hours prior to the meeting.

A director may participate in a meeting by means of conference telephone or, if authorized by the board, by such other means of remote communication, in each case through which that director, other directors so participating, and all directors physically present at the meeting may participate with each other during the meeting. Participation in a meeting by that means constitutes presence at the meeting.

A quorum at all the meetings of the Board of Directors shall consist of 50 percent of the voting members of the whole board. Less than a quorum may, however, adjourn any meetings, which may be held on a subsequent date without further notice, provided a quorum is present at such a meeting.

Written unanimous consent in absence of a Board or Executive Committee meeting: When action is required outside a meeting of the full Board or the Executive Committee, the secretary will prepare a document describing the item requiring action and distribute it by email sent to all directors who are members of the full Board or Executive Committee, as appropriate. Each director must download and print the document, register his or her vote and sign the document. This signed document must be returned to the secretary by regular mail, or scanned or photographed and returned by email. The Secretary will retain all documents as part of the official record. The vote would not take effect until all Board or Executive Committee members have completed this process. Such votes will be ratified at the next Board or Executive Committee meeting.

Board members are volunteers and shall not be paid by the partnership.

Article 4

OFFICERS

The officers of IWLP shall be a President, Vice President, Secretary, Treasurer and Finance Chair. The offices shall be elected to three-year terms and shall hold office until their successors are elected and qualified. Officers will be elected in December with terms beginning at the Annual Meeting in January.

The President shall preside at all meetings of IWLP and shall be in charge of day-to-day operations, shall sign or counter sign all certificates, contracts, proposals and other instruments of IWLP as authorized by IWLP, shall make reports to the Board, and shall perform all such other duties as are incident to the office or are properly required of the officer by IWLP.

In the absence of the President the Vice President shall exercise the functions of the President. In the event of death, resignation, or incapacity of the President, the Vice President shall become the President for the un-expired portion of the term. Vacancies in any other office from any cause, may be filled by the Board of Directors at any regular or special meeting.

The Secretary shall issue notice for all meetings, except notice for special meetings as provided herein, shall keep minutes of all meetings, shall maintain an accurate list of board members, and shall make such reports and perform other such duties incident to this office.

The Treasurer and/or Finance Chair will have charge of the IWLP books and accounts, shall ensure that a budget is prepared each year for Board approval, and perform other such duties incident to this office. The officers, or their designee, shall speak for the partnership when relating to the press, grantors, contractors and the public at large.

Article 5

COMMITTEES

Executive Committee

An Executive Committee may be established consisting of the five officers and other directors appointed by the Board. ~~plus the Chair of each standing committee. The responsibility of the Executive Committee is to act for the Board of Directors when time for decisions is a critical factor, to establish meeting agendas and speak for the partnership when action is needed.~~ The formal make-up of the Executive Committee shall be determined by Board of Directors and approved at a Quarterly Board meeting.

Except for the power to amend the articles of incorporation and bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the Board of Directors and is subject to the direction and control of the full Board.

~~The Executive Committee may act for the full Board of Directors by accepting grants, gifts and donations.~~

The Executive Committee shall report to the full Board of Directors its actions at the next regular Board of Directors' meeting. The Board of Directors may ratify or change Executive Committee actions.

Standing and Special Committees

Standing Committees

Regular standing committees may be established by the Board for on-going functions such as membership development, publicity, project administration, fund raising and other duties that sustain and enhance the mission of IWLP. Standing Committees may be dissolved at any ~~regular~~ Board meeting if their purpose is no longer needed.

Special Committees

Special committees may be established by the Board or Executive Committee for short-term tasks. These would include, but are not limited to, preparation of the annual budget, the annual report, annual meeting, meeting with governmental officials and public service projects. Special committees may be dissolved at any meeting of the Board or Executive Committee that established the special committee.

Subcommittees

Any standing or special committee may establish sub-committees. A sub-committee cannot have more authority than the authority given by the Board to the committee creating the subcommittee.

Committee Membership

The Board may appoint non-directors to any committee, except for the Executive Committee, which must be comprised of directors. Subcommittees may also include non-directors. Such non-director members are considered directors for the purposes of conduct, conflict of interest and indemnification.

Article 6

FINANCE AND ADMINISTRATION

The monies of IWLP shall be deposited in the name of IWLP in an account at Deerwood Bank in Grand Rapids, MN. The Treasurer shall have the ability to disperse funds without prior approval from the Board when such funds have already been approved as part of ongoing projects and/or are routine administrative costs. All other dispersals over \$1,000 and not previously approved will require the signature of two officers.

The fiscal year shall be the calendar year.

The nature, number and qualifications of staff or consultants required by IWLP to conduct its business according to these bylaws shall comply with Minnesota Statutes.

The books and records of IWLP shall be kept by the current Secretary.

Article 7

MEMBERSHIP

The Board of Directors may create memberships, membership categories and dues to support the administrative cost of operating IWLP.

Special membership benefits may be created such as receiving newsletters, invitations to annual and special meetings and discounts on goods and admissions.

Article 8

ANNUAL REPORT AND BUDGET

IWLP shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the enhancement of water quality in Itasca County.

The annual report, including the financial data, shall be due March 1 of each year describing the activities of the previous calendar year.

IWLP shall prepare an annual budget projecting anticipated expense and sources of revenue, which will be due by November 1 each year.

Article 9

NOTICES

At least five working days before each meeting of the Board of Directors, the Secretary shall notify each Board member of the time, place and purpose of the meeting by written notice or electronic message. Special meetings may be set without prior written notice when all Board members are present at the meeting or consent in writing, electronically or by telephone, is sent to the Secretary.

Article 10

STAFF AND CONSULTANTS

IWLP may employ an executive director, technical experts and agents, and other employees as it may require, and determine their duties, qualifications and compensation.

IWLP may contract for the services of consultants, agents, public accountants, and other persons needed to perform its duties and fulfill its mission. IWLP may delegate to one or more of its agents or employees powers or duties, as it may deem proper.

Article 11

INDEMNIFICATION

IWLP shall have the power to indemnify officers and employees acting for or on behalf of IWLP in respect to any and all matters or actions for which and to the extent that indemnification is permitted by the laws of the State of Minnesota.

IWLP may purchase insurance in conjunction with the indemnification provision of the previous paragraph.

Article 12

AMENDMENT OF BYLAWS

Alterations, amendments or repeal of the bylaws may be made by a two-thirds vote of the Board of Directors entitled to vote at any meeting, if the notice of such meeting contains a statement of the proposed alteration, amendment or repeal. Notice of an alteration, amendment or repeal of the bylaws shall be given in writing by mail or electronic notice to each Board member at least ten (10) days prior to the meeting at which such change is to be considered.

Article 13

CONFLICT OF INTEREST

Any officer, member or employee of IWLP shall disclose potential conflicts of interest, interest in property or programs in which they have any financial interest, direct or indirect, in any contract for materials or services furnished to or used in connection with any project undertaken by IWLP.

Article 14

NONDISCRIMINATION

The officers, Board, committee members, employees, consultants, contractors, grantees, and all persons served by and for this Board/Organization shall be selected entirely on a nondiscriminatory basis with respect to race, color, religion, sex, national origin, disability and protected veteran status.

Article 15

MISCELLANEOUS

All meetings of IWLP shall be governed by *Roberts Rules of Order, Newly Revised*.

~~These bylaws will become effective thirty (30) days after their adoption.~~

Date amended: Approved November 3, 2014 at the Quarterly Board Meeting

Date effective: December 3, 2014

Date amended: Approved July 17, 2015 at the Quarterly Board Meeting

Date effective: August 17, 2015

Date amended: January 19, 2018 at the Quarterly Board Meeting

Date effective: February 18, 2018

Date amended: April 23, 2018 at the Quarterly Board Meeting

Date effective: May 23, 2018

Date amended: [July 20, 2018](#)

Date effective: [August 20, 2018](#)

Proposed amendment to amendment language sent earlier

At the meeting on Friday, I propose to make a motion to amend the bylaw amendment language sent earlier. The first proposed change is to the second paragraph under Executive Committee. It adds three more areas in which the Board reserves authority to itself: establishment and composition of the Executive Committee, election of officers, and creation of standing committees. The second amendment is designed to clarify that election of officers occurs at the January organizational meeting.

I am suggesting these modifications because I am uncomfortable with the concept of a self-perpetuating Executive Committee (which the original amendment might be interpreted to allow). Also, I see no need to create standing committees--long-term creatures that typically do not change frequently--between Quarterly meeting dates (the Executive Committee could still create special committees on its own). Finally, the bylaws now state that officers are elected in December and begin service in January but typically the full Board does not meet in December.

I personally believe that having a strong, agile Executive Committee is an advantage for Itasca Waters. However, I think that we need to recognize that the Board retains considerable authority.

Below is the original amendment text incorporating my suggested changes.

Article 4

OFFICERS

The officers of IWLP shall be a President, Vice President, Secretary, Treasurer and Finance Chair. The offices shall be elected to three-year terms and shall hold office until their successors are elected and qualified. Officers will be elected ~~in December with terms beginning~~ at the Annual Meeting in January.

Article 5

COMMITTEES

Executive Committee

An Executive Committee may be established consisting of the five officers and other directors appointed by the Board. ~~plus the Chair of each standing committee. The responsibility of the Executive Committee is to act for the Board of Directors when time for decisions is a critical factor, to establish meeting agendas and speak for the partnership when action is needed.~~ The formal make-up of the Executive Committee shall be determined by Board of Directors and approved at a Quarterly Board meeting.

Except for the power to amend the articles of incorporation and bylaws, establishment and composition of the Executive Committee, election of officers, and creation of standing committees, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the Board of Directors and is subject to the direction and control of the full Board.

~~The Executive Committee may act for the full Board of Directors by accepting grants, gifts and donations.~~

The Executive Committee shall report to the full Board of Directors its actions at the next regular Board of Directors' meeting. The Board of Directors may ratify or change Executive Committee actions.

Bylaws of Itasca Water Legacy Partnership

~~Revised and passed April~~ July 2023, 2018

Article 1

PURPOSE

The Itasca Water Legacy Partnership (IWLP) is a community coalition comprised of a broad spectrum of stakeholders including business, industry, government, education, resorts, environmental coalitions, real estate and tourism representatives and citizens at large. The mission of the organization is to "Team Up" with other organizations and concerned citizens to maintain abundant, clean water for our continued health, enjoyment and a strong economy. ~~explore and enact strategies to maintain and improve water quality in Itasca County, protect watersheds and to highlight the importance of the area's impressively clean water.~~

The IWLP will work in a collaborative manner on on-the-ground actions that encourage diverse, sustainable use, protection, recovery and enjoyment of Itasca County's world-class water and shore-land resources that are critical to a strong economy.

Article 2

OFFICE AND BOUNDARIES

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The operating territory for programs and services is Itasca County, Minnesota and its associated watersheds.

Article 3

BOARD OF DIRECTORS AND TECHNICAL ADVISORY BOARD

The management of all of the affairs, property and business of IWLP shall be vested in the Board of Directors consisting of up to thirty persons. The City of Grand Rapids and Itasca County will be invited to attend. Other governmental entities may be invited to attend upon request.

The terms of the Board members shall be three years, one third of who will be elected each year. All board members shall serve until their successors are elected and qualified, even though that may extend their term for a short period.

A Technical Advisory Board comprised of non-voting members with particular expertise valuable to the Partnership may be established.

Members of the Board of Directors and the Technical Advisory Board are expected to attend all Quarterly Board meetings. In the event of an unavoidable absence, members may be excused by notifying the IWLP secretary before the meeting. Members absent more than three meetings in a calendar year shall be deemed resigned from the Board unless the Executive Committee takes specific action by majority vote to reinstate the member. Emeritus members are nonvoting and are excused from attendance requirements.

Board members may resign by submitting a letter to the Secretary for action at the next regular meeting.

Terms of service may begin and end at any Quarterly meeting during the year. Board members may serve three successive terms of three years. No person will serve longer than three successive terms except after an absence of one year from the Board unless approved otherwise by a majority vote of the Board of Directors.

The Board of Directors may exercise all the powers of a 501c3 non-profit organization acting under the laws of the State of Minnesota, and may do all such lawful acts and actions as are required or permitted to be done pursuant to law, the enabling resolution or pursuant to these bylaws.

Meetings of the Board of Directors shall be held at least quarterly at the principal office in the City of Grand Rapids, State of Minnesota, or at such other places as the Board may establish. All Board of Directors meetings will be open to the public and minutes of the proceedings available on request.

Special meetings may be called at any time by the President or, in the president's absence, by the Vice President or any two Board members, to be held at the principal office of IWLP in the City of Grand Rapids, State of Minnesota or any other place that IWLP may designate. Notice of special meetings shall be given to each Board member at least 48 hours prior to the meeting.

A director may participate in a meeting by means of conference telephone or, if authorized by the board, by such other means of remote communication, in each case through which that director, other directors so participating, and all directors physically present at the meeting may participate with each other during the meeting. Participation in a meeting by that means constitutes presence at the meeting.

A quorum at all the meetings of the Board of Directors shall consist of 50 percent of the voting members of the whole board. Less than a quorum may, however, adjourn any meetings, which may be held on a subsequent date without further notice, provided a quorum is present at such a meeting.

Written unanimous consent in absence of a Board or Executive Committee meeting: When action is required outside a meeting of the full Board or the Executive Committee, the secretary will prepare a document describing the item requiring action and distribute it by email sent to all directors who are members of the full Board or Executive Committee, as appropriate. Each director must download and print the document, register his or her vote and sign the document. This signed document must be returned to the secretary by regular mail, or scanned or photographed and returned by email. The Secretary will retain all documents as part of the official record. The vote would not take effect until all Board or Executive Committee members have completed this process. Such votes will be ratified at the next Board or Executive Committee meeting.

Board members are volunteers and shall not be paid by the partnership.

Article 4

OFFICERS

The officers of IWLP shall be a President, Vice President, Secretary, Treasurer and Finance Chair. The offices shall be elected to three-year terms and shall hold office until their successors are elected and qualified. Officers will be elected ~~in December with terms beginning~~ at the Annual Meeting in January.

The President shall preside at all meetings of IWLP and shall be in charge of day-to-day operations, shall sign or counter sign all certificates, contracts, proposals and other instruments of IWLP as authorized by IWLP, shall make reports to the Board, and shall perform all such other duties as are incident to the office or are properly required of the officer by IWLP.

In the absence of the President the Vice President shall exercise the functions of the President. In the event of death, resignation, or incapacity of the President, the Vice President shall become the President for the un-expired portion of the term. Vacancies in any other office from any cause, may be filled by the Board of Directors at any regular or special meeting.

The Secretary shall issue notice for all meetings, except notice for special meetings as provided herein, shall keep minutes of all meetings, shall maintain an accurate list of board members, and shall make such reports and perform other such duties incident to this office.

The Treasurer and/or Finance Chair will have charge of the IWLP books and accounts, shall ensure that a budget is prepared each year for Board approval, and perform other such duties incident to this office. The officers, or their designee, shall speak for the partnership when relating to the press, grantors, contractors and the public at large.

Article 5

COMMITTEES

Executive Committee

An Executive Committee may be established consisting of the five officers and other directors appointed by the Board. ~~plus the Chair of each standing committee. The responsibility of the Executive Committee is to act for the Board of Directors when time for decisions is a critical factor, to establish meeting agendas and speak for the partnership when action is needed.~~ The formal make-up of the Executive Committee shall be determined by Board of Directors and approved at a Quarterly Board meeting.

Except for the power to amend the articles of incorporation and bylaws, establishment and composition of the Executive Committee, election of officers, and creation of standing committees, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the Board of Directors and is subject to the direction and control of the full Board.

~~The Executive Committee may act for the full Board of Directors by accepting grants, gifts and donations.~~

The Executive Committee shall report to the full Board of Directors its actions at the next regular Board of Directors' meeting. The Board of Directors may ratify or change Executive Committee actions.

Standing and Special Committees

Standing Committees

Regular standing committees may be established by the Board for on-going functions such as membership development, publicity, project administration, fund raising and other duties that sustain and enhance the mission of IWLP. Standing Committees may be dissolved at any ~~regular~~ Board meeting if their purpose is no longer needed.

Special Committees

Special committees may be established by the Board or Executive Committee for short-term tasks. These would include, but are not limited to, preparation of the annual budget, the annual report, annual meeting, meeting with governmental officials and public service projects. Special committees may be dissolved at any meeting of the Board or Executive Committee that established the special committee.

Subcommittees

Any standing or special committee may establish sub-committees. A sub-committee cannot have more authority than the authority given by the Board to the committee creating the subcommittee.

Committee Membership

The Board may appoint non-directors to any committee, except for the Executive Committee, which must be comprised of directors. Subcommittees may also include non-directors. Such non-director members are considered directors for the purposes of conduct, conflict of interest and indemnification.

Article 6

FINANCE AND ADMINISTRATION

The monies of IWLP shall be deposited in the name of IWLP in an account at Deerwood Bank in Grand Rapids, MN. The Treasurer shall have the ability to disperse funds without prior approval from the Board when such funds have already been approved as part of ongoing projects and/or are routine administrative costs. All other dispersals over \$1,000 and not previously approved will require the signature of two officers.

The fiscal year shall be the calendar year.

The nature, number and qualifications of staff or consultants required by IWLP to conduct its business according to these bylaws shall comply with Minnesota Statutes.

The books and records of IWLP shall be kept by the current Secretary.

Article 7

MEMBERSHIP

The Board of Directors may create memberships, membership categories and dues to support the administrative cost of operating IWLP.

Special membership benefits may be created such as receiving newsletters, invitations to annual and special meetings and discounts on goods and admissions.

Article 8

ANNUAL REPORT AND BUDGET

IWLP shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the enhancement of water quality in Itasca County.

The annual report, including the financial data, shall be due March 1 of each year describing the activities of the previous calendar year.

IWLP shall prepare an annual budget projecting anticipated expense and sources of revenue, which will be due by November 1 each year.

Article 9

NOTICES

At least five working days before each meeting of the Board of Directors, the Secretary shall notify each Board member of the time, place and purpose of the meeting by written notice or electronic message. Special meetings may be set without prior written notice when all Board members are present at the meeting or consent in writing, electronically or by telephone, is sent to the Secretary.

Article 10

STAFF AND CONSULTANTS

IWLP may employ an executive director, technical experts and agents, and other employees as it may require, and determine their duties, qualifications and compensation.

IWLP may contract for the services of consultants, agents, public accountants, and other persons needed to perform its duties and fulfill its mission. IWLP may delegate to one or more of its agents or employees powers or duties, as it may deem proper.

Article 11

INDEMNIFICATION

IWLP shall have the power to indemnify officers and employees acting for or on behalf of IWLP in respect to any and all matters or actions for which and to the extent that indemnification is permitted by the laws of the State of Minnesota.

IWLP may purchase insurance in conjunction with the indemnification provision of the previous paragraph.

Article 12

AMENDMENT OF BYLAWS

Alterations, amendments or repeal of the bylaws may be made by a two-thirds vote of the Board of Directors entitled to vote at any meeting, if the notice of such meeting contains a statement of the proposed alteration, amendment or repeal. Notice of an alteration, amendment or repeal of the bylaws shall be given in writing by mail or electronic notice to each Board member at least ten (10) days prior to the meeting at which such change is to be considered.

Article 13

CONFLICT OF INTEREST

Any officer, member or employee of IWLP shall disclose potential conflicts of interest, interest in property or programs in which they have any financial interest, direct or indirect, in any contract for materials or services furnished to or used in connection with any project undertaken by IWLP.

Article 14

NONDISCRIMINATION

The officers, Board, committee members, employees, consultants, contractors, grantees, and all persons served by and for this Board/Organization shall be selected entirely on a nondiscriminatory basis with respect to race, color, religion, sex, national origin, disability and protected veteran status.

Article 15

MISCELLANEOUS

All meetings of IWLP shall be governed by *Roberts Rules of Order, Newly Revised*.

~~These bylaws will become effective thirty (30) days after their adoption.~~

Date amended: Approved November 3, 2014 at the Quarterly Board Meeting

Date effective: December 3, 2014

Date amended: Approved July 17, 2015 at the Quarterly Board Meeting

Date effective: August 17, 2015

Date amended: January 19, 2018 at the Quarterly Board Meeting

Date effective: February 18, 2018

Date amended: April 23, 2018 at the Quarterly Board Meeting

Date effective: May 23, 2018

Date amended: [July 20, 2018](#)

Date effective: [July 20, 2018](#)

Project and Program Needs

Itasca Waters has had a great year--winning a Blandin grant to address shoreland issues, overhauling the website, re-energizing use of Facebook and publishing a widely praised Shoreland Guide currently being distributed throughout the county. But with this success comes an increasing workload. Itasca Waters needs the participation of every Board member in some capacity to help with various projects and activities.

Attached is a list of some key events and activities—we ask that you commit to working on one or more of these. Briefly, they include:

Blandin Grant Related Projects and Activities: help develop ideas and/or manage activities specific to an area. See <http://itascawaters.org/> for more information

Aquatic Zone

Shoreland

Shoreland Owner Consultations

Erosion/Runoff

Septic/Construction

Private Forest Management

We are Water Projects and Activities (2018-19): We Are Water MN explores the connections between the humanities and water through an exhibit (in Grand Rapids August 4-September 16,2019), public events and educator resources. Visitors reflect on local stories and the meaning and experiences of water in Minnesota with space to add their own stories.

We are Water Project Ideas: help develop new projects

We are Water Activities: help coordinate/operate activities

Aquanesia (Sept 29-30, 2018): a weekend-long affair in September of this year to kick-off We are Waters. The event focuses on families and teams of friends who will bike or walk on Grand Rapids bicycle trails to several venues. At each venue the participants will collect clues from local actors to help them solve a water-related riddle.

Relay of Voices (July 15-17, 2019): The Great River Run – is an expedition on foot from the Headwaters to the Mouth of the Mississippi River. A relay team, six men and women, will journey the 2,300 miles over a 100-day period; with outreach activities and events in 100 communities along the Great River Region. Grand Rapids is one of the 20 Minnesota communities selected as a stopping point in 2019. While in Grand Rapids they will spend time gathering stories from local residents and they will work with IW and other partners to plan a field of dance presentation at the Reif Center, the evening on the 16th. More details to come as event planning continues, with Megan Christianson taking the lead.

Itasca Waters Needs

Suggest Names for Membership: Suggest names of individuals of businesses that we should contact about Itasca Waters membership

Fundraising: Help with organizing and conducting fundraising events

2018 BLANDIN SHORELAND PROJECT

Please indicate your interest in working on ideas and projects for the following categories (circle your response for each column)

| | 2018 Blandin Shoreland Project | | | | | | | | | | | |
|-----------------------|---|--|---|--|---|--|---|--|---|--|---|--|
| | Aquatic Zone | | Shoreland | | Shoreland Owner Consultations | | Erosion/Runoff | | Septic/Construction | | Private Forest Management | |
| Member | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Andy Arens | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Jan Best | Yes | No | <input checked="" type="checkbox"/> Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Megan Christianson | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Kathy Cone | Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No |
| John Downing | <input checked="" type="checkbox"/> Yes | No | Yes | No | Yes | No | Yes | No | <input checked="" type="checkbox"/> Yes | No | Yes | No |
| Patty Gould-St. Aubin | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Bill Grantges | <input checked="" type="checkbox"/> Yes | No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | No | Yes | <input checked="" type="checkbox"/> No |
| Katie Hopkins | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Pat Leistikow | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| David Lick | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Bill Marshall | <input checked="" type="checkbox"/> Yes | No | Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No |
| Lynn Moratzka | Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No | Yes | <input checked="" type="checkbox"/> No |
| Eric Raitanen | <input checked="" type="checkbox"/> Yes | No | <input checked="" type="checkbox"/> Yes | No | Yes | No | <input checked="" type="checkbox"/> Yes | No | Yes | No | Yes | No |
| Moriya Rufer | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Jan Sandberg | Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | No | <input checked="" type="checkbox"/> Yes | No | <input checked="" type="checkbox"/> Yes | No | <input checked="" type="checkbox"/> Yes | No | Yes | <input checked="" type="checkbox"/> No |
| Tim Scherkenbach | Yes | No | <input checked="" type="checkbox"/> Yes | No | Yes | No | <input checked="" type="checkbox"/> Yes | No | Yes | No | Yes | No |
| Dan Steward | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Dan Swenson | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Davin Tinquist | Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | No | <input checked="" type="checkbox"/> Yes | No | <input checked="" type="checkbox"/> Yes | No | <input checked="" type="checkbox"/> Yes | No | <input checked="" type="checkbox"/> Yes | No |
| Brian Whittemore | Yes | No | <input checked="" type="checkbox"/> Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |

ATTACHMENT #11

**Itasca Waters
Membership Report July 12, 2018
Shirley Loegering**

2018 Renewal and New Members (one renewal and one new member since June report):

- 18 Renewals (10 from receiving Shoreland Guide)
- 2 New Members (1 from Shoreland Guide)

Total Members on Active List (includes lapsed members): 185

goEmerchant online responsive donation form update:

Bill Marshall is reviewing the process.

Still up For Discussion:

Should we call donations just that "Donations" instead of Memberships. Keeping track of renewals is very confusing since many people send in their donations 1,2,3,4 or 5 months after they receive our renewal letters. So then does that change their renewal date? I think when they look back at the yearly expenses and see they paid something to IW in May, they might wonder why they are getting a renewal notice in December. Instead, many non-profits have annual or bi-annual contribution campaigns. Donors could still be called "Members" or "Supporters" or something similar but without being attached to a renewal date. Please discuss at one of your Executive Board meetings. If we change the way we ask for contributions, we should probably explain it to our past members in the next renewal/donation request letter.

Shirley's Expenses to-date:

I will be submitting receipts for print paper, envelopes and stamps. To-date I have used my own supplies as follows:

- 17 envelopes
- 17 postage stamps
- 35 sheets paper