MN GIS/LIS Consortium
Meeting Agenda
May 22, 2018
10:00 – 12:00 pm Board Meeting

Type of Meeting: 2018 Board of Directors

Meeting Location: Ewald, 1000 Westgate Drive, St. Paul, MN 55114
See WebEx invite from Ryan to connect to meeting.

Meeting Details:

- **10:00am – 12:00pm** Board Meeting, French River Room (2nd floor – City Side)
- **12:00pm – 12:45pm** Lunch
- **12:45pm – 1:30pm** Facility Tour
- **1:30pm – 2:30pm** Conference Committee Meeting, French River Room
- **2:30pm** Offsite Event Venue Visits + Happy Hour

Additional details, including parking passes, will be sent to confirmed participants.

Meeting Facilitator: Gerry Sjerven, Board Chair

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<td>Past Conference Chair: Jane Mueller</td>
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I. Call to order
   - Sjerven

II. Roll call
   - Sjerven

III. Approval of Meeting Agenda & Committee Reports
   - Sjerven

IV. Review action items & Approval of minutes from last meeting
   - Sperduto/Menza

V. Review & Approval of March & April Treasurer’s report
   - Loeschn

VI. Open Issues/New business
   a) Conference Committee Update
   - Hovi
   b) 2019 Conference Contract for St. Cloud
   - Sjerven
   c) Education Committee Update
   - Menard
   d) MN GeoInquiries Initiative Update, UMD Contract in place, Esri Grants
   - Menard/Stark
   e) Spring Workshop Update
   - Sjerven
   f) Networking Committee Update for Spring Workshops – Attendance Results
   - Thomas/Sjerven
   g) Website Update – Increase to upgrade, YM finally ready.
   - Sjerven
 VII. Adjournment

Committee Business Summary Reports (Review Members from February Retreat)

a) Awards Mark Kotz
b) Communication Mike Dolbow
c) Conference Jared Hovi
d) Website Gerry Sjerven
e) Education Jason Menard
f) Executive Scott Freburg/ Gerry Sjerven
g) Finance Tim Loesch
h) Future Conference Gerry Sjerven
i) Networking Zeb Thomas
j) Spring Workshops Len Kne
k) Workshop Cloud Hosting Services Tami Maddio
l) ArcGIS On-Line Account Smith/Sjerven
UNIVERSITY OF MINNESOTA
SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”) is between the Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and Minnesota GIS/LIS Consortium, MN GIS/LIS A 501c3 Non-profit organization (the “Company”). This Agreement is entered into by University through its Geospatial Analysis Center, UMD.

The parties agree as follows:

1. Description of Services. University shall perform the following services for Company:

This work is to support the work of the MN GeolInquiries Initiative. The Geospatial Analysis Center (GAC) will coordinate the collaboration of the GeoInquiry developers through Google docs and WebEx. GAC staff will also provide technical support to the 12 external teachers which may include identification of data, cartography and student review of Geoinquiries. GAC student staff will be made available as student assistants in Duluth area classrooms that have volunteered to test the Geoinquiries. GAC students will design and prepare marketing materials for the Geoinquiries, and develop content for the mngiseducation.org website related to this work.

(“Services”). Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

2. Compensation. For the Services performed under Section 1, Company shall pay University two-thousand and no/100 Dollars ($2,000.00), plus any sales or use tax if applicable.

2.1 The compensation shall be paid in the following manner:

25 % upon the signing of this Agreement, with the balance payable as follows (check one of the boxes below):

☒ monthly, based on work completed; or
☐ upon completion of the Services by University.

2.2 Invoices shall be payable net 30 days from date of invoice and sent to:
In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

3. **Term.** The term of this Agreement shall commence on **March 1, 2018** ("Effective Date") and shall expire on **November 1, 2018** unless terminated earlier as provided in Section 4.

4. **Termination.** Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days’ prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

5. **DISCLAIMER OF WARRANTIES.** UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. **LIMITATION OF LIABILITY FOR BREACH OF CONTRACT.** IN NO EVENT SHALL EITHER PARTY’S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY’S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY’S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

7. **Use of University Name or Logo.** Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.
8. **Indemnification.**

8.1 Except as provided in Section 8.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 In the event of (i) use by Company (or any third party acting on behalf of or under authorization from Company) of the Services or any information, reports, deliverables, materials, products or other results of University’s work under this Agreement or (ii) Company’s infringement of a third party’s intellectual property rights or Company’s violation of any law, rule, or regulation in the provision of any materials to University, then Company shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys’ fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or grossly negligent acts or omissions of University) arising out of such events. The University shall provide Company with prompt written notice of any such claim and reasonably work with Company in any defense of such claim.

8.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers’ Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than $1,000,000 each claim/$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than $1,000,000 each occurrence/$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

9. **Export Controls.**

9.1 Company shall not convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to University without the prior written consent of University’s Export Controls Officer (J. Patrick Briscoe, briso0022@umn.edu, 612-625-3860). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export-controlled items, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4.

9.2 Company represents that the items being procured (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.
10. **General Provisions.**

10.1 **Amendment.** This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

10.2 **Assignment.** The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

10.3 **Entire Agreement.** This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

10.4 **Force Majeure.** No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties’ duty to perform obligations shall be suspended.

10.5 **Governing Law and Jurisdiction.** The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

10.6 **Independent Contractor.** In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party’s employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this Section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

10.7. **Notices.** All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made
when delivered; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

**If to University:**

Atttn: Sandy Meints  
University of Minnesota Duluth  
Geospatial Analysis Center  
140 Engr  
1303 Ordean Ct  
Duluth, MN 55812  
Phone No.: 218-726-7945  
E-mail Address: simeints@d.umn.edu

**With a copy to:**  
University of Minnesota  
Office of the General Counsel  
Atttn: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
E-Mail: contracts@mail.ogc.umn.edu

**With a copy to:**  
University of Minnesota  
Office of External Sales  
295 West Bank Office Building  
11300 South Second Street  
Minneapolis, MN 55454  
E-Mail: extsales@umn.edu

**If to Company:**  
Minneapolis GIS/LIS Consortium  
Atttn: Tim Loesch, Treasurer  
1000 Westgate Drive, Suite 252  
St. Paul, MN 55114  

Phone No.: 651-203-7242  
E-mail Address: info@mngislis.org

10.8 Taxes and Similar Fees. In addition to the payment obligation in Section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.
10.9. **Breach; Attorneys’ Fees.** In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University’s costs and expenses (including reasonable attorneys’ fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

10.10. **Survival.** Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

**IN WITNESS WHEREOF,** the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

**Regents of the University of Minnesota**

By: [Signature]  
Name: Andrea Schocker  
Title: Dean  
Date: 4/13/18

By: [Signature]  
Name: Timothy N. Loesch  
Title: Treasurer, MN GIS/LS Consortium  
Date: 3-22-2013
Overview

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AGREEMENT

CONTRACT NUMBER: 11073 REVISED 4/10/18

EVENT: CONFERENCE

THIS AGREEMENT made and entered into on this 10TH day of APRIL, 2018 by and between LESSOR the ST. CLOUD RIVER'S EDGE CONVENTION CENTER of the City of St. Cloud, Minnesota, acting by and through the RIVER'S EDGE Manager, hereinafter referred to as RIVER'S EDGE and MINNESOTA GILIS CONSORTIUM, 1000 WESTGATE DRIVE, SUITE 252, ST. PAUL, MN 55114 hereinafter referred to as LESSEE.

WITNESSETH:

That under the terms and conditions hereof, RIVER'S EDGE grants to LESSEE a non-assignable right for such LESSEE to use and occupy that portion of the ST. CLOUD RIVER'S EDGE CONVENTION CENTER described as follows: TERRY HAWS CENTER C – OCTOBER 1, 2, 3 & 4, 2019; HERBERGER SUITE – OCTOBER 2, 3 & 4, 2019; STOCKINGER SUITE – OCTOBER 2, 3 & 4, 2019; WILSON SUITE – OCTOBER 2, 3 & 4, 2019; OPPORTUNITIES SUITE – OCTOBER 2, 3 & 4, 2019; AND BOARD ROOM C – OCTOBER 1, 2, 3 & 4, 2019 for the sole purpose of hosting a CONFERENCE.

Move In/Set Up: TERRY HAWS CENTER C – 10/1/19

Event Use: TERRY HAWS CENTER C; HERBERGER SUITE; STOCKINGER SUITE; AND WILSON SUITE – 10/2-4/19; OPPORTUNITIES SUITE – 10/2-4/19; AND BOARD ROOM C – 10/1-4/19

Move Out: NA

The Agreement allows LESSEE the use of the space from 6:00 am to 12:00 am. Time shall be of the essence of this agreement and the time herein granted shall not be extended for the occupancy or use of the premises by the LESSEE or for the installation or removal of equipment by the LESSEE without the express written permission of the RIVER'S EDGE Manager, and all additional time prior to 6:00 am and after 12:00 am shall be paid according to the schedule of fees fixed by the RIVER'S EDGE Manager, if such fees are fixed.

RENTAL: LESSEE agrees to pay to RIVER'S EDGE the following rental for the use of the described premises on the dates specified TERRY HAWS CENTER C (MOVE-IN) – ONE DAY @ $700.00; TERRY HAWS CENTER C – THREE DAYS @ $8975.00; HERBERGER SUITE – THREE DAYS @ $2700.00; STOCKINGER SUITE – THREE DAYS @ $1725.00; WILSON SUITE – THREE DAYS @ $960.00; OPPORTUNITIES SUITE – THREE DAYS @ $1800.00; AND BOARD ROOM C - FOUR DAYS @ NO CHARGE FOR A TOTAL OF $14,860.00.

LESSEE agrees to make an advance deposit by cash, check or credit card to RIVER'S EDGE within ten (10) days of written notice to LESSEE for such costs RIVER'S EDGE will reasonably incur in relation to the event. LESSEE agrees to deposit at the time of the signing of this agreement, the sum of THREE THOUSAND FIVE HUNDRED AND NO/10 DOLLARS ($3500.00) in cash, check, or credit card payable to the St. Cloud River's Edge Convention Center (RIVER'S EDGE), as a deposit to cover rental, incidental expenses and liquidated damages as provided hereinafter. It is further agreed that LESSEE remit the balance of the base rental charges within thirty days of the event in the sum of ELEVEN THOUSAND THREE HUNDRED SIXTY AND NO/100 DOLLARS ($11,360.00). The parties agree that the damages which RIVER'S EDGE might reasonably anticipate as the result of the LESSEE's failure to hold such event or events are difficult to ascertain or predict. The amount agreed on as liquidated damages is considered by both parties to be a reasonable estimate of the damages which would probably be caused by the LESSEE's failure to hold such event or events on the dates scheduled.

This contract will be null and void if not returned signed and accompanied by the entire deposit by MAY 9, 2018.

APPROVAL OF CONTRACT: It is agreed that this contract will not be in force until it has been signed by both parties and approval has been given by the River’s Edge Convention Center Manager, the Community Services and Facilities Director, and the City of St. Cloud City Clerk. In the event approval is denied the total deposit will be returned to LESSEE.

PERSONNEL AND EQUIPMENT: It is understood and agreed by and between RIVER'S EDGE and LESSEE that all personnel, such as, but not limited to, chief usher, ticket sellers, ticket takers, ushers, doormen, security personnel, sound technician, stage hands and stage electricians necessary to operate the premises for the event hereinafter specified shall be provided by RIVER'S EDGE but shall be paid for by LESSEE as an additional service by RIVER'S EDGE at the hourly rates as set forth in the attached Exhibit "A". The number of personnel necessary for this event shall be fixed by the RIVER'S EDGE.
Manager. The LESSEE must secure the written permission of the RIVER’S EDGE Manager for the use of volunteer or paid service staff and such personnel shall be under the general jurisdiction and be subject to the control of the RIVER’S EDGE Manager. In no event should volunteer or paid service staff be considered employees of the City of St. Cloud.

GENERAL TERMS AND CONDITIONS:

1. FIRE: That in case the said RIVER’S EDGE or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment terms of the Agreement by the RIVER’S EDGE impossible, including, without limitation thereto, the requisitioning of the premises by the United States Government or any arm or instrumentality thereof or by reason of labor disputes, then and in that event this Agreement shall terminate and the LESSEE shall pay rental for said premises only up to the time of such termination, at the rate herein specified and the said LESSEE hereby waives any claim for damages or compensation should this Agreement be so terminated.

2. VACATION OF PREMISES: In the event that the above-described portion of said premises is not vacated by LESSEE on the date named at the end of the term for which said portions of said building are to be used by LESSEE in accordance with this Agreement, then RIVER’S EDGE shall be and is hereby authorized to move from the building, at the expense of the LESSEE, any and all goods, wares, merchandise and property of any and all kinds of description, which may be then occupying the portion of the building on which the terms of the Agreement has expired, and RIVER’S EDGE shall not be liable for any damage or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed and RIVER’S EDGE is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement if any effects of LESSEE may so remain in the building, RIVER’S EDGE shall be entitled to charge the sum per day as provided in this contract as the payment to be made for time for move in and move out.

3. ELECTRICITY: In the event extra lights other than the regular house lights or electrical power shall be required by LESSEE, the same will be paid for by LESSEE at the current rates in effect in the building. All electrical connections must be made by a representative of RIVER’S EDGE or the approved RIVER’S EDGE electrical contractor. Multiple plugs such as twin sockets, cube taps, etc., will not be permitted. Any such connection found will of necessity be rewired by the electrical contractor to conform to RIVER’S EDGE regulations. Such changes will be charged to the LESSEE or exhibitor. Equipment and services under this contract must comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies.

4. WATER: RIVER’S EDGE agrees to furnish water by means of the appliances installed for ordinary toilet or janitor purposes, but for no other purpose, unless otherwise specifically provided for in this contract. Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweeping, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them on account of misuse of any nature or character whatsoever shall be paid by LESSEE.

5. LAWS AND ORDINANCES: LESSEE shall comply with all laws of the United States and of the State of Minnesota, all ordinances of the City of St. Cloud and all rules and regulations of the Police Department and Fire Department or other municipal authorities of the City of St. Cloud, including the rules and regulations of RIVER’S EDGE, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on the premises during the term of this lease, in violation of any such laws, ordinances, rules or requirements, and if in violation of any such laws, ordinances, rules or requirements, and if the attention of LESSEE is called to any such violation on the part of LESSEE or of any person employed by or admitted to the premises by LESSEE, LESSEE will immediately desist from or correct such violation.

6. SEATING CAPACITY: LESSEE shall not admit to said premises a larger number of persons than can safely and freely move about in said premises and the decision of the RIVER’S EDGE Manager in this respect shall be final. It is further understood and agreed that LESSEE will permit no chairs or movable seats to be or remain in the passageways or fire exits in said premises and will keep all passageways and fire exits clear at all times, and that the sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to public utilities of the building shall not be obstructed by LESSEE, or used for any purpose other than for ingress to and egress from the premises.

7. RESPONSIBILITY FOR PROPERTY IN BUILDING: RIVER’S EDGE assumes no responsibility for any property placed in the premises, and LESSEE hereby expressly relieves and discharges RIVER’S EDGE from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the use or occupancy of the building or any part thereof under this Agreement and all security or other protective service desired by LESSEE shall be provided by LESSEE at the sole cost and expense of LESSEE.

8. DAMAGE OR DEFACEMENT OF BUILDING OR PREMISES: LESSEE shall not injure or mar, or in any manner deface, the building or premises and shall not cause or permit anything to be done whereby the building or premises shall be in any manner injured or marred or defaced nor shall LESSEE drive nor permit to be driven, any nails, hooks, tacks or screws in any part of the building nor shall LESSEE make or allow to be made any alteration of any kind therein. If the premises or any portion of the building or grounds shall, during the term of the Agreement, be damaged by the act, default or negligence of LESSEE or by the LESSEE’S agent, employees, patrons, or any person or persons admitted to the premises by LESSEE, the LESSEE will pay to the City upon demand such sum as shall be necessary to restore the premises to their original condition. LESSEE hereby assumes full responsibility for the cleaning or conduct of any portion of the building and grounds by consent of LESSEE or by or with the consent of LESSEE’s employees or any person acting for or on behalf of LESSEE and LESSEE agrees to have on hand at all times sufficient security or police personnel to maintain order and protect persons and property.

9. CONCESSION RIGHTS: All concession rights are reserved to RIVER’S EDGE and its assigns which shall have the sole right to sell refreshments, candies, sandwiches, periodicals or other merchandise, to take photographs, and extend other privileges, and LESSEE shall not engage in or undertake the sale of any of the aforesaid merchandise or similar articles or privileges without the written consent of the RIVER’S EDGE Manager. Neither LESSEE nor LESSEE’S exhibitors shall give away or sell items under the terms of this Agreement without written permission from RIVER’S EDGE. If permission is granted by RIVER’S EDGE, RIVER’S EDGE shall receive 10 PERCENT (%) of gross proceeds from the sale of these and other items sold at RIVER’S EDGE.

10. INSURANCE AND INDEMNIFICATION: LESSEE agrees to obtain public liability insurance in the sum of not less than $1,000,000 combined single limit coverage. LESSEE shall, at the time of the execution of this Agreement, furnish RIVER’S EDGE with a copy of said policy or a certificate that a policy of insurance has been issued and the City of St. Cloud shall be named as an additional insured thereunder. LESSEE shall indemnify, defend and hold harmless the City of St. Cloud from any and all claims which may be made against the City by any person for personal injury or property damage resulting directly or indirectly from any act, incident, or accident occurring in, upon or about the premises of RIVER’S EDGE as a result of the acts, errors, or omission of LESSEE or its agents, or arising in connection with operations, use, or occupancy of the premises by LESSEE and LESSEE further agrees to waive all claims against the City of St. Cloud on account of any loss, damage or injury from whatever cause which may occur to it or its property in the use and occupancy of said premises, the giving of this waiver being one of the considerations upon which this Agreement is granted. LESSEE also agrees to reimburse RIVER’S EDGE for any damages to City property which occurs on the premises as a result of the acts, errors, or omissions by LESSEE or by LESSEE’S agents during LESSEE’S use and occupancy of the premises. LESSEE hereby expressly waives all claims for any or all loss or damage sustained by reason of any defect, deficiency, failure, or impairment of the premises or any services to or in the premises, including but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, telephone or internet systems, or from any other source whatsoever.
including any damage to LESSEE'S property by RIVER'S EDGE while in RIVER'S EDGE'S care, custody and control. Proof of insurance must be delivered to RIVER'S EDGE no less than 14 calendar days before the event.

11. TICKETS AND TICKET OFFICE: RIVER'S EDGE will at all times maintain control and direction of ticket office, ticket personnel and ticket sales revenue until settlement.

   A) Agencies: RIVER'S EDGE shall have the right to offer tickets for sale at all of its regular agencies. LESSEE may request that ticket sale privileges be extended to additional agencies, but LESSEE assumes all responsibilities for collection of funds from such agencies and will be liable to RIVER'S EDGE for box office or rental fee percentage of all tickets sold through such outlets.

   B) Charges: RIVER'S EDGE shall provide ticket office facilities. LESSEE will pay as a reimbursable cost of the net sales less all applicable taxes, with a maximum box office charge being no more than ______.

   C) Tickets: All tickets must be ordered by RIVER'S EDGE with the cost being an additional charge to LESSEE.

   D) Customer checks: RIVER'S EDGE will exert every caution against bad checks from customers and will make every effort to collect such, but ultimate responsibility for such collection is that of LESSEE.

12. CARE OF FACILITIES: LESSEE agrees to cause the premises to be kept clean during the term of occupancy except such common areas as may be regularly maintained and cleaned by the janitorial force employed by RIVER'S EDGE.

13. DECORATORS, CATERERS AND CONTRACTORS: LESSEE agrees that only decorators, caterers and contractors approved by RIVER'S EDGE shall be employed on the premises.

14. SIGNS AND POSTERS: LESSEE will not distribute, post or exhibit or allow to be distributed, posted or exhibited, signs, handbills, advertisements, show bills, lithographs, posters or cards of any description inside or in front of or in any part of the building except upon the written approval of RIVER'S EDGE therefor, and then only such as related to the use of such premises as is described in this Agreement. LESSEE shall remove all signs, advertisements, show bills, lithographs, posters, cards of any description objected to by RIVER'S EDGE or the RIVER'S EDGE Manager. RIVER'S EDGE may make its indoor/outdoor messaging system available to LESSEE under such terms and conditions as are agreed to by the RIVER'S EDGE Manager.

15. ADVERTISING: LESSEE agrees not to use any advertising media in advertising the event for which LESSEE is granted this permit to imply that RIVER'S EDGE is sponsoring such event, unless the event is in fact co-sponsored by RIVER'S EDGE.

16. LOST ARTICLES: RIVER'S EDGE shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the premises, and LESSEE or any person in LESSEE's employ shall not collect nor interfere with the custody of any of such articles.

17. TERMINATION AND RIGHT OF RE-ENTRY: If the said premises or any part thereof shall become vacant during the said terms, RIVER'S EDGE or its representative may re-enter the same whether by force or otherwise without being held liable for any prosecution therefor, and may at its own option re-rent the said premises as the agent of said LESSEE and receive the rent therefor, applying the same, first to payment of such expenses as may be incurred in readmitting the premises, and then to the payment of the rent due and the surplus, if any, to be paid over to LESSEE, and LESSEE covenants and agrees to pay to RIVER'S EDGE on demand the balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting from such re-renting, but nothing herein contained shall be construed as imposing any obligation on RIVER'S EDGE to re-rent or attempt to re-rent the premises or in any way interfere with the title or ownership of LESSEE to pay the full amount of said rental in case the premises shall not be so re-rented.

18. DEFAULT BY LESSEE: LESSEE further covenants that if any default is made in the payment of the rent or any part thereof at the times above specified, or if any default is made in the covenant or agreement herein contained, this Agreement and the relationship of the parties at the option of RIVER'S EDGE shall cease and terminate and the relationships of the parties shall be the same in all persons therefrom and resort to any legal proceedings to obtain such possession and LESSEE shall, notwithstanding such re-rental, pay the full amount of said rental as herein agreed to be paid. In the event suit or action is instituted by RIVER'S EDGE to enforce compliance with this Agreement, RIVER'S EDGE shall be entitled in addition to the costs and disbursements provided by statute to such additional sum in lawful money of the United States as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

19. COPYRIGHT FEES: Any copyright fees such as the American Society of Composers, Authors, and Publishers (ASCAP) or Broadcast Music Inc. (BMI) are the responsibility of LESSEE.

20. ADDITIONAL PROVISIONS: LESSEE agrees not to stage any act or performance in which fire or flame is involved without first having obtained the prior written permission of the Chief of the Fire Department of the City of St. Cloud. LESSEE further agrees not to use any decorative materials prohibited by City ordinance, including, but not limited to: Crepe paper, cellophane, confetti, cotton, cornstalks, leaves, evergreen boughs, sheaves of grain, streamers, straw, paper, vines, moss, confusor flage or any similar flammable or combustible material in or about the premises of RIVER'S EDGE. All decorative materials must have prior approval of the RIVER'S EDGE Manager.

21. ACT AGREEMENT: LESSEE certifies and attests that LESSEE has a valid, properly executed and compatible contract with the performers whose services form the basis for LESSEE's desire to rent the facility. LESSEE shall submit to RIVER'S EDGE upon demand a copy of said contract with the performers.

22. PATENTS, TRADEMARKS, COPYRIGHTS, ROYALTIES: LESSEE assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used in the conduct of said events and agrees to indemnify and hold harmless RIVER'S EDGE from all damages, costs and expenses on account of the use of any such materials, equipment, devices, processes or dramatic rights by LESSEE or LESSEE'S agents, performers and exhibitors. LESSEE agrees to pay all royalties, license fees and other charges accruing or becoming due by reason of any material, live or recorded, or other entertainment of any kind played, staged or produced by LESSEE, LESSEE'S agents, employees or licensees upon the leased premises.

23. DISORDERLY PERSONS: RIVER'S EDGE reserves the right to eject any disorderly or unruly person or persons from the leased premises and upon the exercise of this authority through the management, agents or police personnel. LESSEE hereby waives any right and claim for any damages therefor.

24. REUNION OF TICKET REVENUE: RIVER'S EDGE retains the right to make determinations of ticket refunds for cause, in keeping with RIVER'S EDGE policy by retaining public trust. This shall include but not be limited to seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, and failure of an act to show or to go on stage within reasonable time of scheduled performances provided by LESSEE.

25. MISCELLANEOUS:

   A) All rights not expressly granted to LESSEE are reserved to RIVER'S EDGE. Any decision affecting any matter not expressly provided for herein shall rest solely with the discretion of the RIVER'S EDGE Manager.

   B) All terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns, and cannot be changed by any oral representation or promise of any agent or other person of the parties hereto unless the same is in writing signed by the duly authorized agent or agents who executed this lease.
C) No assignment of the Agreement by LESSEE shall be valid without the written consent of RIVER'S EDGE.
D) This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Minnesota.

26. **AMERICAN WITH DISABILITIES ACT (ADA):** Any non-building special needs such as a sign language person to aid the hearing impaired will be the responsibility of the LESSEE. Any special building request must be made within ten (10) days of LESSEE’S event.

27. **SPECIAL RESTRICTIONS:**

---

**ST. CLOUD RIVER’S EDGE CONVENTION CENTER**

Bill Dunsmoor, Manager, River's Edge Convention Center

Antony Goddard, Director, Community Services & Facilities

Gregg Engdahl, City Clerk, City of St. Cloud

Date:________________________

---

**LESSEE – MINNESOTA GIS/LIS CONSORTIUM**

By:____________________________________

Name (print):____________________________

Title:____________________________________

Date:___________________________________

---

**Office Use Only**

Deposit Amount Paid: $_______________

Date:____________

Check #:_____________ or Credit Card:_____________  

Revised: 12/1/15
# INVOICE

**ST. CLOUD RIVER'S EDGE CONVENTION CENTER**

10 4TH AVENUE SOUTH  
ST. CLOUD, MN 56301  
320-255-7272 OR 800-450-7272

---

**SOLD TO:** Minnesota GIS/LIS Consortium  
1000 Westgate Drive, Suite 252  
St. Paul, MN 55114  

**INVOICE #:** 11073 Revised  
**DATE:** 4/10/18  
**CONTRACT #:** 11073

<table>
<thead>
<tr>
<th>DATE</th>
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<th>ROOM</th>
<th>CHARGE</th>
</tr>
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<tr>
<td>10/1/19</td>
<td>Move In</td>
<td>Terry Haws Center C</td>
<td>$ 700.00</td>
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<tr>
<td>10/2-4/19</td>
<td>2019 MN GIS/LIS Consortium</td>
<td>Terry Haws Center C</td>
<td>$ 6,975.00</td>
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<tr>
<td></td>
<td>Annual Conference &amp; Workshop</td>
<td>3 days @ $2325 per day</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Herberger Suite</td>
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<td></td>
<td>3 days @ $900 per day</td>
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<td></td>
<td></td>
<td>Stockinger Suite</td>
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<td>3 days @ $575 per day</td>
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<td></td>
<td></td>
<td>Wilson Suite</td>
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<td></td>
<td>3 days @ $320 each day</td>
<td></td>
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<td></td>
<td></td>
<td>Opportunities Suite</td>
<td>$ 1,800.00</td>
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<tr>
<td></td>
<td></td>
<td>3 days @ $600 each day</td>
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<tr>
<td>10/1-4/19</td>
<td></td>
<td>Board Room C</td>
<td>$ 780.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 days @ $195 each day</td>
<td>$(780.00)</td>
</tr>
</tbody>
</table>

**BASE RENTAL SUBTOTAL**  
$ 14,860.00

**OTHER or ADDITIONAL CHARGES:**

---

**OTHER or ADDITIONAL CHARGES SUBTOTAL**  
$

**Grand Total**  
$ 14,860.00

Less: Previous Payment

Current Balance  
$ 14,860.00

---

**TOTAL DUE THIS INVOICE**  
$ 3,500.00

**DUE DATE:** May 9, 2018
Subject: GIS/LIS website update

Gerry,

Good morning! I wanted to let you know that the redesign cost from YourMembership to their design update to the site’s template will be $750. This will get us exactly what we need for it to resemble the mockup. This is the YourMembership cost that is not included within the Ewald template.

The rework on our (Ewald’s) end should be short and sweet but YourMembership is charging for the design portion on their end. I am verifying whether the $285 for the banner is included in the $750 or in addition to and will let you know once I hear back from them.

Just wanted to keep you in the loop on costs as they roll in. I’m so excited for the upcoming changes and think you will really like the new look!

Best,

Nicki Brunner
Art Director
Ewald Consulting
1000 Westgate Drive, Suite 252
St. Paul, MN  55114

651.290.7494 (direct)
651.290.2266 (fax)
nickib@ewald.com
www.ewald.com

Thanks for your patience, Gerry.

The $285 is part of the $750 so $750 should be the grand total.

Nicki Brunner
**Bill To**
Accounts Payable  
Ewald Consulting  
1000 Westgate Drive, ste 252  
St Paul MN 55114

**Ship To**
Will Call pickup  
Ewald Conference Center  
1771 Energy Park Dr.  
St. Paul MN 55108

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Ext. Price</th>
</tr>
</thead>
</table>
| 1   | Banner 8x8    | 8’x8’ Smooth Vinyl Step & Repeat Banner  
Please provide a pocket top & bottom for a 1-5/8” diameter pole. | 240.00 | 240.00 |
| 1   | JN5-B         | Adjustable Large/Grand Format Banner Display  
52” - 96” Width x 37” - 96” Height  
Black Jumbo | 250.00 | 250.00 |
|     |               | Subtotal                                                                   |       | 490.00     |
| 1   | Merlin        | Merlin 33.5” wide Single Sided Silver Banner  
Stand w/tension control, interchangeable graphic cassette, bungee pole & padded bag with Printed Banner.  
graphic size 33.5” w x 61.5” h to 87”h | 250.00 | 250.00 |

**Subtotal** 740.00  
**Shipping Cost (Will Call)** 0.00  
**Tax (MN_SAIN T PAUL_EGEE 7.875%)** 58.28  
**Total** $798.28

To accept this quotation, sign here: _____________________________

**Terms:** For accounts where credit has been establish, terms are net 30 days. Payment options are EFT or check. Please submit purchase order with signed quotation. If credit terms are not established, please contact your Tierney Representative.

Please reference this quote number on your purchase order.

The information contained within this proposal is supplied to you on a confidential basis and is not for disclosure to any organization without written consent of Tierney Brothers, Inc.

This document is subject to the terms and conditions found here: www.tierneybrothers.com/SOTC

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit. Returns require an authorization number and must be made within 30 days. Custom orders and “Consumables”, such as projector lamps, may not be returned. Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty. Restocking fees varying depending on the product line, expect a minimum charge of 25%.

Standard Times for Delivery from Receipt of PO*: 
Minnesota GIS/LIS Consortium
Treasurers Report for May Meeting, 2018
Date of Report: 5/22/2018
Prepared by: Timothy N. Loesch

Account Status as of April 30th, 2018

<table>
<thead>
<tr>
<th>Account</th>
<th>Balance</th>
<th>Previous</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>General Fund</td>
<td>$72,082.00</td>
<td>$66,169.91</td>
<td>Affinity Checking Account</td>
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<tr>
<td>Reserve Fund</td>
<td>$45,279.93</td>
<td>$45,276.21</td>
<td>Affinity Savings Account</td>
</tr>
<tr>
<td>Other Assets</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>Prepaid expenses, Inventory, un deposited funds</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>$7,244.00</td>
<td>$7,165.00</td>
<td>Unpaid invoices owed to GIS/LIS</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>($5,951.80)</td>
<td>$426.42</td>
<td>Unpaid bills (Conference commission to Ewald included)</td>
</tr>
<tr>
<td>Balance</td>
<td>$119,644.13</td>
<td>$120,037.54</td>
<td></td>
</tr>
</tbody>
</table>

| Scholarship Fund   | $2.51     | $2.51       | Affinity savings account                             |
| Investment Account *| $76,276.16| $76,129.31  | Schwab Managed Portfolio                             |
|                    | $76,278.67| $76,131.82  | +$146.85                                              |
| Total Assets       | $195,922.80| $196,169.36 | Total Assets                                          |

Income
- $7,604.00 – Spring Workshops ($7,604)
- $700 – Fall Conference Exhibitors ($700)
- $3.72 – Interest Earned ($20.92)

Expenses
- $250.00 - Grant Award ($500.00)
- $0.22 – Credit Card Charges ($117.75)
- $1.55 - Postage and Delivery ($14.51)
- $916.67 – Association Management ($3,666.68)
- $5,407.50 – YourMembership Subscription ($5,407.50)
- $5.20 – Rent/Storage ($20.80)
- $167.44 – Telephone ($503.73)
- $3.50 – Office Supplies/Photocopies ($6.74)
- $86.21 – Insurance ($794.93)

Total Expenses for Month = $6,838.29
Total Expense YTD = $11,168.50

Respectfully submitted –

Timothy N. Loesch
1. Subcommittee Reports
   a. NSGIC Collaboration – Jared Hovi
      i. Collaboration MOUs drafted and sent to NSGIC
         1. Thursday morning keynote
         2. Thursday session sharing
         3. Thursday exhibit hall
         4. Thursday night social
      ii. Requested that NSGIC creates MOU for Wednesday night social
      iii. June 8 – target date to have MOUs completed
   b. Keynote Speakers
      i. Wednesday – Mathew Winbigler
      ii. Thursday – Caroline Torkildson of Sacred World Explorations (more info at end of report)
      iii. Friday – TBD
   c. Pre-Conference Workshops – Eric Kopras
      i. The instructor interest survey has been sent out.
      ii. 16 potential workshops have been submitted.
   d. ESRI Hands on Learning Lab (HOLL) – Eric Kopras
      i. Working to secure final confirmation from ESRI (lab and booth)
   e. Conference Sessions – Brandon Keinath
      i. Over 100 abstract received.
      ii. Committee will be meeting regularly to determine logistics by June 8.
   f. K-12 Education – Scott Freeburg
   g. Facilities – Jared Hovi
   h. Technology – Gerry Sjerven
   i. Entertainment – Jared Hovi
      i. Tuesday Evening – 75 people
         1. Hoops
            a. No facility charge
            2. Researching catering options
      ii. Wednesday Evening
         1. NSGIC researching venues
            a. The Depot
            b. Great Lakes Aquarium
      iii. Thursday Evening – 400 people – Proposing to invite NSGIC attendees
         1. Grandma’s Sports Garden
         2. Working with Food/Bev Manager on getting more local beer
   iv. Discount Cards – Stephanie Boyum
      1. Positive feedback from those visited.
      3. Cutoff for business participation is August 1.
   j. Social Media and Communication – Mike Dolbow
      i. Pushing conference highlights out through FB and Twitter.
k. Awards – Mark Kotz
   i. E-announcement for the following sent out:
      1. The Distinguished Educator Award
      2. Polaris Leadership
      3. Lifetime Achievement
l. User Groups – Darryl Holman
   i. Gathering information to start AGOL mapping application
m. Higher Education
   i. Mentor Program/Poster Competition – Stacey Stark
   ii. Scholarship Program – Jason Menard
   iii. Student Assistant – Kitty Hurley
       1. Deadline for application is July 13th.
n. Geolounge – Jared Hovi/Ashley Crunstedt
   i. To be located in Lake Superior Ballroom
   ii. Working on seating options
o. Vendors – Jon Schwichtenberg
   i. The prospectus has been released.
   ii. The subcommittee will start targeted outreach next week.
   iii. Five booth registrations as of May 8
   iv. Sponsorships:
      • One Fun Run T-Shirt Sponsor
      • One Refreshment Break Sponsor
p. Door Prizes – Heidi Gaedy

2. Important Dates
   • Content for registration website/brochure due to Ewald: June 8
   • Exhibitor/Sponsor Online Ad Deadline: June 29 – Vendor Committee
   • Projected registration open date: July 11
   • Student Assistant deadline: July 13
   • Exhibitor/Sponsor Early Registration Deadline: Aug 20 – Vendor Committee
   • Content for onsite program due to Ewald: August 20
   • Early bird registration deadline: September 7 (little less than one month prior to the conference)
   • Proofing onsite program: September 10
   • Brochure sent to printer: September 19
   • Online registration closes: September 28

3. Meeting Schedule
   • June 5th at 10:00am
   • June 19th at 10:00am
   • July 3rd at 10:00am
   • July 17th at 10:00am
   • July 31st at 10:00am
   • August 14th at 10:00am
   • August 28th at 10:00am
   • September 11th at 10:00am
   • September 25th at 10:00am
   • October 9th at 10:00am – Tentative Post Conference Meeting
Introduction

I am a geographer, cartographer, educator, award winning author, and book designer/editor for Sacred World Explorations, a company I own with my husband. Our publishing/exploration company promotes environmental awareness and culture sensitivity. Explorations have included trekking to the remote Tsum Valley of Nepal, into the Atlas Mountains and Sahara Desert of Morocco, and most recently climbing Mount Kilimanjaro.

While researching the adventurer Annie Peck for my M.A. in geography, I became interested in historical women explorers, and am currently working on a book about travelling in Peck’s footsteps. I have published several books, and in journals such as Ripcord Adventure Journal, and Panorama: the Journal of Intelligent Travel, and have won a Travelers Tales Solas award.

I taught environmental education for the U.S. Peace Corps in Madagascar, worked at two science museums, for an international mapping firm, as an environmental researcher for the U.S. Forest Service and U.S. Environmental Protection Agency, and taught an introduction to the history of women explorers at Southern Oregon College, as well as astronomy at the Eisenhower Observatory.

I have B.A. and M.A. degrees in geography from Humboldt State University in California, with minors in cartography, water resources policy and oceanography, and a M.S. in geographic information science from St. Mary’s University of Minnesota.

Books by Siffy Torkildson

The Pilgrimage Chronicles: Embrace the Quest, ed. by Tor and Siffy Torkildson

The Walkabout Chronicles: Epic Journeys by Foot, ed. by Tor and Siffy Torkildson

A Wild Hare: Living the life I Imagined, by Siffy Torkildson

Northern California Travel Adventure Guide, ITMB (as Caroline Houle-Wessel)

Books published and edited

Cloud Wanderer by Tor Torkildson

Agadir Dreaming by Tor Torkildson

Korrigan’s Shadow by Pierre Delattre

Speaking engagements

Celebrity Cruises: World Explorers Bureau, Beyond the Podium Series

American Association of Geographers, Annual conferences: Seattle, New York City

ESRI User Conference, San Diego

EPA Ecological Modeling Workshop, Las Vegas.

Maps


Peace Corps-Madagascar: Community based mapping world map project and local raised relief map.
Research


- Quality of life indices.
- Sea level rise modeling for Passamaquoddy Tribe in Maine
- Honor Award recipient, 2011 'Environmental Justice Award'
- Published works:
  


*Locating the Optimum Location to Grow Native Grasses for Biofuel near the Koda Biomass Facility, Shakopee, MN, Using a GIS Model.* Final project for MS in GIS, St. Mary’s University of Minnesota, 2010. Award for best final MS paper. As Caroline Erickson.

Subject: GIS/LIS website update

Gerry,

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Best,

Nicki Brunner
Art Director
Ewald Consulting
1000 Westgate Drive, Suite 252
St. Paul, MN  55114

651.290.7494  (direct)
651.290.2266  (fax)
nickib@ewald.com
www.ewald.com

Thanks for your patience, Gerry.

The $285 is part of the $750 so $750 should be the grand total.

Nicki Brunner