



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, September 20, 2023

Agenda Item

Item 7. G. – Education & Outreach

Prepared By

Linda Loomis, Administrator

Summary

Signage has been designed for Courthouse Lake. The LMRWD would like to purchase the copyright for the illustrations from the artist. The signage, copyright purchase agreement, and invoice for purchase of the copyright are attached. The Board should authorize execution of the copyright purchase agreement and payment for the copyright.

The LMRWD has been working with the USFWS to develop signage for Ike's Creek. Young Environmental Consulting Group, LLC, on behalf of the LMRWD has obtained estimates for signage. Two types of signage are recommended. One placed along the property boundaries of commercial properties to inform the public that there is a protected resource. The second type would be interpretive, similar to other signage developed by the LMRWD. The signage would be placed on the City of Bloomington property near the headwaters of Ike's Creek. Recommendations are detailed in Technical Memorandum – LMRWD Ike's Creek Signage Recommendations dated September 5, 2023.

Attachments

Courthouse Lake Sign

Copyright agreement

Technical Memorandum – LMRWD Ike's Creek Signage Recommendations dated September 5, 2023

Recommended Action

- Motion to authorize execution of Transfer of Copyright Agreement and authorize payment of invoice for Transfer of Copyright
- Authorize design, fabrication and installation of an interpretive sign and purchasing full copyright to illustrations
- Authorize design, fabrication and installation of ten resource protection signs

COURTHOUSE LAKE

About Courthouse Lake

Courthouse Lake sits in what was one of three open-pit clay mines in the City of Chaska, located within the Lower Minnesota River Watershed.

During the late 1800s and early 1900s, the brick-making industry excavated cream-colored clay here. The unique, yellow-colored bricks were used in many buildings.

With the clay removed, high-quality groundwater filled the mine and created a lake with cold and well-oxygenated water. These conditions are ideal for stream trout, leading the Minnesota Department of Natural Resources to take interest in it as a "put-and-take" fishery. The stream trout do not reproduce in lakes so annual stocking is required to maintain the fishery.

Other recreation at the lake includes a 0.7-mile path around the lake that meanders through areas of restored native plants. Native plants do well in the soils and climate of their original location. They typically need less water and pesticides, and their deep roots infiltrate water, maintain healthy soils, and reduce soil erosion. Sections of the lawn around Courthouse Lake were restored to native plants, increasing the pollinator corridor along the Minnesota River and reducing polluted runoff from entering Courthouse Lake.

Lake Specs

SIZE: 12 acres

DEPTH: 57 feet

Q: WHAT ARE POLLINATORS?

Pollinators are bees, wasps, butterflies, moths, birds, bats, beetles, flies, and other insects that travel among flowering plants to help produce many of the fruits, vegetables, and nuts we eat.

FACT Pollinators are responsible for one out of every three bites of food you eat!



Q: WHAT CAN YOU DO TO HELP KEEP THIS LAKE CLEAN & COOL?

KEEP STORM DRAINS CLEAN: Pick up pet waste and keep storm drains clear of litter, leaves, grass clippings, and other debris. Water from rain and snowmelt washes off lawns and enters drains on your street. This water is not treated before it enters the lake.

USE SIDEWALK SALT MINIMALLY: Shovel snow early and often so deicers are not needed. One teaspoon of salt permanently pollutes five gallons of water and harms freshwater systems, including the trout that are susceptible to changes in chloride.

REDIRECT YOUR DOWNSPOUT: Angle downspouts toward your lawns or gardens. This will help filter and cool rain and snowmelt before it enters the groundwater that supplies Courthouse Lake.

CREATE POLLINATOR HABITATS.

REDUCE PESTICIDE USE: Broad-spectrum insecticides used to kill unwanted pests often eliminate or harm a wide range of non-targeted insects as well. Be selective and reduce reliance on pesticides.

INCORPORATE NATIVE PLANTS INTO YOUR YARD: Attract bees, butterflies, and birds to your garden with native plants that provide color to your landscape and food and shelter for pollinators.

INSTALL A BAT OR NATIVE BEE HOUSE: Now that you have pollinators coming to your yard and garden, why not give them a place to call home?

Q: WHAT ARE NATIVE PLANTS?

Native plants are the type of flowers and vegetation that grow naturally in a particular area without human interaction. These types of plants are the indigenous species that have evolved and occur naturally in an ecosystem and habitat.



ILLUSTRATIONS BY MARGIE WEISS



Q: WHAT IS A 'PUT-AND-TAKE' FISHERY?

A put-and-take fishery means that hatchery-raised fish are stocked for fishing. Put-and-take management typically does not create a self-sustaining population of trout because few of the stocked fish reproduce.



ABOUT THESE RESOURCES: Lower Minnesota River Watershed District (LMRWSD) has partnered with communities, cities, and counties locally to preserve and protect water and natural resources.

Learn more at lowerminnriverwd.org.

Transfer of Copyright Agreement

This document pertains to the transfer of rights for the artwork listed below:

Courthouse Lake Illustration
Supplementary plant and fish illustrations

The agreed upon cost of the rights is \$2125. Transfer of rights does not go into effect until the Artist receives payment.

Scope of Copyright Transfer

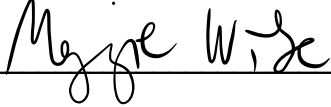
- By signing this Copyright Transfer Form, the Artist will be relinquishing all personal, professional, and ownership rights, to all designs detailed above (hereinafter, “the Work”).
- This signed agreement also includes the Transfer of Ownership to any variations of the Work previously agreed and supplied as part of the initial contract. Examples of these variations could include: multiple color versions; size and dimensional variations; landscape and portrait orientations; font variations; social media profile images; etc.
- Unless otherwise arranged and agreed, the Artist reserves the right to showcase the finished Work and associated variations in their portfolio, and in any number of online galleries or social media, as well as in printed literature including, but not limited to: books, brochures and magazines.
- It is important to note that Copyright is not the same as Trademark or Registered Trademark. This form does not provide Trademark Ownership or Protection.

Restrictions and Caveats

- The Copyright Transfer Form does not give the Client permission to: use, modify, alter, replicate or borrow, any of the previous and unused: preliminary ideas, concepts, sketches, or drafts of the Work previously shown and presented during the course of the project without expressed written permission from the Artist.
- All original preparation materials, sketches, visuals and unused ideas previously shown, and considered, will remain the property of Maggie Wiebe.
- The Artist is free to use these unused ideas for future conceptual and client work. Where a previously unused idea/design retains a similar look and style to the finished Work, the Artist shall repurpose and style as to be sufficiently different so as not to cause conflict.
- The Client is free to change, modify and adapt the finished Work as they see fit, but they do so at their own risk, and at the risk of diluting, or causing confusion, over their existing brand identity.

The Artist confirms that the Work is their own, that they have full right to make this assignment, that the Work is factually accurate and lawful, and that the Work does not violate any Copyright, proprietary or personal rights of others, and that they have obtained all necessary permissions from others.

I, Maggie Wiebe hereby agree to abide by the Terms and Conditions as set forth above.

Artist Signature: 

Date: 8/24/2023

I, _____ hereby agree to abide by the Terms and Conditions as set forth above.

Client Signature: _____

Date: _____

(PDF COPIES OF THE FINALIZED SIGNED DOCUMENT WILL BE PROVIDED TO BOTH THE ARTIST AND THE CLIENT)

Maggie Wiebe
mwiebe@umich.edu
www.maggiewiebe.com

Invoice

Transfer of Copyright Agreement

This document pertains to the transfer of rights for the artwork listed below:
Courthouse Lake Illustration
Supplementary plant and fish illustrations

Amount: \$2125

Address:

Maggie Wiebe
2421 Field Street
Detroit, MI, 48214

Terms

1. Time for Payment

Payment is due within 60 days of receipt of invoice. A 1 1/2% monthly service charge will be billed for late payment.

2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Expenses

The Client shall reimburse the Illustrator for all expenses arising from the assignment.

4. Sales Tax

The Client shall be responsible for the payment of sales tax, if any such tax is due.

5. Grant of Rights

The grant of rights is conditioned on receipt of payment.

6. Credit Lines

On any contribution for magazine, book use, or signage use the Illustrator shall receive name credit in print.

7. Warranty of Originality

The Illustrator warrants and represents that, to the best of her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been

obtained consistent with the rights granted to Client herein; that all work or portions thereof obtained through the undersigned from third parties is original and that consent to use has been obtained consistent with the rights granted to Client herein; that the Illustrator has full authority to make this Agreement; and that the work prepared by the Illustrator does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Illustrator's product that may infringe on the rights of others. Client expressly agrees that it will hold the Illustrator harmless for all liability caused by the Client's unauthorized use of the Illustrator's product to the extent such use infringes on the rights of others.

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Jen Dullum, Education and Outreach Coordinator
Suzy Lindberg, Communications Manager

Date: September 5, 2023

Re: LMRWD Ike's Creek Signage Recommendations

As approved in the 2023 Public Education and Outreach workplan, Young Environmental has evaluated potential interpretive sign locations for high value resources within the LMRWD (Table 1). The trout stream, Ike's Creek in the City of Bloomington, is one of these high value resources. Following recent communication with Vicki Sherry from the Minnesota Valley National Wildlife Refuge (Refuge) and Dave Hanson from the City of Bloomington, we've determined that both parties are interested in two types of signs highlighting this unique resource.

Table 1: LMRWD Ike's Creek Signs

Sign Type and Potential Message	Sign Location	Resource Manager	Findings
<u>Ike's Creek Interpretive Sign</u> Importance of habitat requirements and features of native plants	Southeast corner of Killebrew Drive and Old Shakopee Road	City of Bloomington	City of Bloomington (Dave Hanson) working on sign location and will coordinate installation. LMRWD will be responsible for sign design and fabrication cost.
<u>Ike's Creek Resource Protection Sign</u> Create awareness surrounding a high value resource with "clean water starts here" messaging and a QR code linking to website on water quality best practices	Private and City property above Ike's Creek along parking lots	WhirlyBall Twin Cities, Tru by Hilton, others yet to be identified	Coordination will be ongoing with public and private property owners on sign location and installation. A sign has been drafted for LMRWD and Refuge approval. LMRWD will be responsible for printing. Public and private property owners will be responsible for sign installation.

Interpretive Sign

As part of the original scope of work to bring forward up to five interpretive sign proposals to the Board, Young Environmental has contacted and received the attached estimates for the design and fabrication of a sign from Studio Lola. The current estimate for design, fabrication, and full rights to the illustration we are proposing ranges from \$3,655 to \$8,755 as shown in Attachment 1.

Resource Protection Sign

Due to increased urban pressure from above Ike's Creek, the Refuge reached out to Administrator Loomis regarding signs to highlight the important resource and discourage negative actions toward Ike's Creek, such as garbage dumping and winter snow storage. The Refuge hopes to place these signs at the back of business parking lots above Ike's Creek to succinctly address the resource below and the issues it faces.

As discussed in August, the concept includes printing several 9x12" signs to be placed along each property line at key corners along Ike's Creek. A draft sign is shown in Attachment 2. This sign uses partner logos and simple text with a QR code leading the user to a yet to be developed website, which will contain information on Ike's Creek as well as water quality best practices. Our intent is to keep the message of the sign positive while linking users to additional information that discusses the issues.

Once the signs are approved, our team can draft and finalize the website landing page. Fabrication and shipping is estimated at \$167.60 for ten signs. The cost estimate is provided as Attachment 3.

Recommendation

Based on the information presented, Young Environmental suggests moving forward with the design and fabrication of an interpretive sign illustrating a trout stream surrounded with the native vegetation of Ike's Creek and purchasing the full copyright to the illustration for use by the LMRWD in other publications and media. We also recommend design and fabrication of the ten resource protection signs as we continue to work through coordination with the public and private property owners on location placement and installation.

Hello

ESTIMATE OF SERVICES

ABOUT

COMPANY YE | LMRWD

PROJECT Sign Fabrication—Basic

DATE 6/28/23

PROJECT ITEM**ESTIMATE****Graphic Design**

6-20 hr @ \$90

*Client mentioned most of the background elements will remain the same; layout edits will depend on content and illustration layouts etc***Illustration**\$1000-2250 each new drawing (basic usage); Small plant and fish images will be \$250/400*Edits to prior illustrations could be less; but without full details its hard to say***Content / Editing**

2-4 hr @ \$90; only as needed

*Client mentioned all content would be provided; only final editing/proofreading required***Sign Fabrication**

\$1485-1895 (for 1)

Shipping to residence\$200-250 <- *this is similar to what it was to ship to a residential address. Note: Cost isn't solid until post production, could vary significantly and is out of my control*

This estimate a plan created based on our previous job and your update requests; including in some of the items we learned from previous job for Illustration and shipping. The variation in the hours is due to the unknowns of the project with regard to response, editing & proof process.

SCOPE: Panel Width (INCH): 35.50; Panel Height (INCH): 23.50; Panel Total SQ FT: 5.79; .125 Panel Thickness; Single Side Print; Square/Rectangle; 1/8" Corner Radius (default); No Holes (Bolt hiding technology); 3/8"-16 x.75" STD for Pedestal; DOUBLE POST DIRECT EMBED; FRAMELESS PEDESTAL POST; MOUNT IO 160005; 3"x3"x72" Inground Double Leg; 12"x16" Mounting Plate; Powdercoat Black Texture
Est. Unit Weight: 41 LBS ***Installation not included***

Client is responsible for completely reviewing final art for errors and approving the signage before it will be sent to prepress / print. Signage approval of art is final; Studio Lola is not responsible for errors found after print, NOTE: any changed made after initial approval will be billed accordingly and will require a re-do of prepress and post press proofs internally.

PAYMENT IN FULL IS REQUIRED BEFORE PRINT ORDER WILL BE PLACED. INVOICE WILL BE PROVIDED AFTER FINAL APPROVAL OF THE ART.

I approve! Let's do this

Your signature of approval is required to place your job in active status. Note: New clients are required to pay half down to reserve the project time in my schedule and to solidify your commitment to the project as well.

 GO! NO EDITS (Ready to print/approved as is) WAIT! EDITS (New proof requested)

sign here

date

Hello

ESTIMATE OF SERVICES

ABOUT

COMPANY YE | LMRWD

PROJECT Sign Fabrication—FullRights

DATE 6/28/23

PROJECT ITEM

ESTIMATE

Graphic Design

6-20 hr @ \$90

Client mentioned most of the background elements will remain the same; layout edits will depend on content and illustration layouts etc

Illustration

\$2500-3875 each new drawing (full rights); \$275-575 for smaller images

Edits to prior illustrations could be less; but without full details its hard to say

Content / Editing

2-4 hr @ \$90

Client mentioned all content would be provided; only final editing/proofreading required

Sign Fabrication

\$1485-1895 (for 1)

Shipping to residence

\$200-250 -- *this is similar to what it was to ship to a residential address. Note: Cost isn't solid until post production, could vary significantly and is out of my control*

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I approve! Let's do this

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GO! NO EDITS (Ready to print/approved as is)

WAIT! EDITS (New proof requested)

sign here

date

Attachment 2: Resource Protection Sign Draft for Approval



Scan the QR code with your phone to learn more about Ike's Creek and what you can do to protect it.





QUOTATION

Newman Signs Inc.
 PO Box 1728
 Jamestown, ND 58402
 Phone: 800-437-9770

****Given the current market conditions, after one week, this quote is subject to change at any time at the discretion of Newman Traffic Signs.****

Quote #: TRFQTE066136

Quote Date: 6/8/2023

Customer Number: CAS-03-999-02

Ship Via: DELIVERY

Sales Rep: Chris Rathjen

FOB: ORIGIN

Payment Terms: Net 30

Bill To:

CASH QUOTE CUSTOMER
 PO Box 1728
 1606 6th Ave SW
 Jamestown ND, 58402-1728

Ship To:

LOWER MN WATERSHED DISTRICT
 BROOKLYN CENTER MN, 55430

Header Note:

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	SPECIALTRAFFIC T-DP012009/2M3A (12X9 .080 NO DUMPING SPECIAL SIGNS) 1 EACH	10.00	14.56	145.60
2	FREIGHT-TRAFFIC FREIGHT TRAFFIC SALES	1.00	10.26	10.26
Subtotal:				155.86
Tax:				11.74
Total:				<u>\$167.60</u>

Total subject to any applicable tax and freight charges. Additional freight charges for residential delivery, inside delivery, liftgate delivery, limited access delivery, or other charges incurred will be invoiced to the customer.

6/8/2023 12:04:35 PM