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# RCWD BOARD OF MANAGERS WORKSHOP

**Monday, December 9, 2024, 9:00 a.m.**

**Rice Creek Watershed District Conference Room  
4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota**

**or via Zoom Meeting:**

<https://us06web.zoom.us/j/86560043695?pwd=3a54ihblbeaQHPRUlxCQUeidDM2IzU.1>

**Meeting ID: 865 6004 3695**

**Passcode: 900853**

**+1 312 626 6799 US (Chicago)**

**Meeting ID: 865 6004 3695**

**Passcode: 900853**

## Agenda

### ITEMS FOR DISCUSSION (times are estimates only)

9:00 2025 Water Quality Grant Review

9:45 RCWD Cybersecurity Overview

10:00 Notice of Claim to Rice Creek Watershed District – Rybak

Administrator Updates (If Any)

**9:00      2025 Water Quality Grant Review**

# MEMORANDUM

## Rice Creek Watershed District



**Date:** December 2nd, 2024  
**To:** RCWD Board of Managers  
**From:** Grants and Outreach Technician, Molly Nelson  
**Subject:** 2025 Water Quality Grant Program Review

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### Introduction

RCWD staff is seeking the Board's review and input on the proposed 2025 Water Quality Grant Program.

### Background

The RCWD has operated its Water Quality Grant Program since 2008. Every year, the District reviews the RCWD program guidelines and updates the program based on comments and experiences from the previous year. At this time, staff has minor changes to the existing program documents attached and have additional changes to the general facilitation of the program.

In September of this year the RCWD Board of Managers approved the District's 2025 budget, which included a proposed budget of \$281,646 for the Water Quality Grant Program. Staff propose an increase to the maximum award amount from \$7,500.00 to \$10,000.00 in response to increasing labor and materials costs. Increasing project costs has resulted in some potential applicants no longer able to pursue a water quality project. The allocated budget for project awards has not increased for 2025 and is set at \$175,000.00.

Consistent with previous years, the RCWD will enter into technical service agreements with the Anoka & Washington Conservation Districts and the Ramsey County Parks & Recreation, Soil and Water Conservation Division to provide technical assistance to landowners. Staff proposed a \$1,500.00 increase to all technical services budgets to account for increasing hourly rates schedules in 2025.

- Anoka Conservation District (ACD)– \$16,500.00
- Ramsey County Soil and Water Conservation Division (Ramsey SWCD) – \$27,500.00
- Washington Conservation District (WCD)– \$16,500.00

### Staff Recommendation

Staff recommends the 2025 Water Quality Grant Program as presented and recommends the review and consensus of the proposed changes to the program documents.

### Request for Board Consensus

Staff requests Board consensus on the presented 2025 Water Quality Grant Program Documents.

### Attachments

- 2025 Draft Water Quality Grant Program Guidelines
- 2025 Draft ACD, Ramsey SWCD, and WCD Technical Service Agreements
- 2025 Draft Water Quality Grant Program Application & Contract
- 2025 Draft Water Quality Grant Program Screening Form
- 2025 Draft Water Quality Grant Program Operations & Maintenance Agreement

Stormwater runoff is one of the greatest threats to water quality. Stormwater runoff carries pollutants like salt and phosphorus; sediment; and trash into our lakes, rivers and streams, and ponds. It can also contribute to flooding. The Rice Creek Watershed District (RCWD) Water Quality Grant Program promotes water quality improvement by providing financial and technical assistance to public and private landowners for projects that reduce or reuse stormwater runoff, prevent erosion, and/or filter pollutants.

Water quality projects that may be eligible for this grant program include: wetland restorations; rain gardens; shoreline or streambank restorations; replacing impervious surfaces with pervious pavers; pet waste management stations; infiltration basins; **green roofs**; and critical area stabilizations. Projects to improve the function of an existing BMP (like installing a pre-treatment chamber) may be considered. Agricultural water quality projects may also be eligible.

All grant requests are subject to RCWD Board approval. Do not start any projects before applying or receiving approval. Projects that have been started or completed before the application is submitted or the grant is approved are not eligible. Projects required by RCWD, a City, or other permitting agency, or to correct a violation of RCWD rules are ~~also~~ not eligible. [Regular Maintenance for stormwater BMPs is also not eligible.](#)

### Funding Availability

The 2025~~4~~ Water Quality Grant Program has \$175,000 available for eligible projects. Projects may be approved for funding of 25%, 50%, or 75% of the total eligible materials and contracted labor **up to \$10,000~~7,500~~**. Funding levels are based on RCWD criteria including pollutant load reductions and the overall project benefit to water resources.



White Bear Lake raingarden during a rain event

### Is Your Project A Good Fit For This Program?

The RCWD partners with the Anoka (ACD) and Washington Conservation Districts (WCD) and the Ramsey County Parks and Recreation, Soil and Water Conservation Division (Ramsey SWCD) and their conservation specialists to determine if potential projects are eligible for this program. Conservation specialists provide technical assistance, site visits, and assistance completing the application for RCWD landowners (residents, businesses, cities, etc).

The conservation specialists evaluate potential projects for eligibility using the RCWD's screening form. Scoring is based on a project's proximity to priority and/or impaired water bodies; estimated water quality improvement; surface water rate and volume control; erosion and sediment control. Wildlife habitat improvement and public outreach are also considered. Potential applicants that are not eligible for this water quality grant program will be informed of eligibility for other RCWD grant programs.

### [Requesting a Site Visit and Applying](#)

[Request a free site visit by contacting your county's conservation specialist.](#)

- [Anoka County: Breanna Keith, \(763\)-434-2030 x160 or Breanna.Keith@AnokaSWCD.org](#)
- [Ramsey County: Nick Neylon, \(651\)-266-7275 or Nick.Neylon@co.ramsey.mn.us](#)
- [Washington County: Urban: Lori Tella, \(651\)-315-8943 or ltella@mnwcd.org OR Rural: Angela Defenbaugh, \(651\)-796-2262 or adefenbaugh@mnwcd.org](#)
- [Hennepin County: Molly Nelson, \(763\) 398-3083 or mnelson@ricecreek.org](#)

[The conservation specialist will work with the applicant to complete the grant application and provide a free project design for eligible projects. Applicants can work with a private designer on a project. These proposals must be submitted to the conservation specialist for review.](#)

## Deadlines

The RCWD reviews proposals ten times per year. Completed applications must be submitted to RCWD by the 20th of each month for consideration during the next month's review session. Applicants should supply information to the county conservation specialist well in advance of these dates. Failure to provide adequate time may result in a delay in the review process. Please allow four to six weeks for the review process once an application has been submitted. Applicants will be notified in writing of the RCWD Board's final decision within 10 business days of the Board meeting.



Recently installed rain garden

***Do not start a project before receiving Board approval or the project will no longer be eligible.***

### Grant Program Agreement, Amendments, and Operation & Maintenance Agreement

The grant application form will also serve as the Grant Program Contract. It must be completed and signed by the landowner and the conservation specialist. The document will be signed by the RCWD after Board approval; the agreement term lasts for 18 months. **Changes to the project or amendments to the agreement may not be made without approval by RCWD.**

Project maintenance is the responsibility of the landowner (applicant). All landowners will be required to sign an Operation and Maintenance Agreement that provides details on expectations and time commitment. RCWD staff or the conservation specialist have the authority to inspect any projects during the agreement period.

Applicants are strongly encouraged to attend a Blue Thumb or partner-offered workshop on project maintenance.



Completed rain garden in Shoreview

## Payment

Payment will be made **after** project completion and once RCWD has received all required documentation. These documents include:

- Completed Operations & Maintenance Agreement;
- Project photos;
- The RCWD Voucher and Practice Certification Summary Form; and
- Copies of all invoices and receipts

Applicants using contractors must also submit a copy of the contractor's contract for the project and all pre-lien notices and lien waivers of subcontractors and suppliers.

The assigned conservation specialist must inspect and certify that the project was completed according to the approved grant agreement, design standards, specifications, and pollution reduction values. All claimed expenses will be reviewed by RCWD staff. The RCWD Board reserves the right to adjust the costs submitted for reimbursement based on this review.

**Conformance to Guidelines:** The District reserves the right to withdraw funding for any project not completed in accordance with these guidelines or the terms of its executed Grant Program Contract. It is the applicant's sole responsibility to acquire any/all required permits and approvals prior to commencement of their project.

***Do not start a project before receiving Board approval or the project will no longer be eligible.***

Any submitted information, including but not limited to applications, conceptual designs, contractor bids, cost estimates, final designs and specifications, copies of permits and proof of expenditures becomes part of the public record.

The RCWD Board reserves the right to allocate unused funds into other District programs or make changes to this program as necessary.

**SERVICE AGREEMENT  
BETWEEN  
ANOKA CONSERVATION DISTRICT  
AND RICE CREEK WATERSHED DISTRICT  
FOR**

**202~~5~~4 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM ~~& MINI-GRANT PROGRAM~~**

**A. PARTIES**

This Agreement is made and entered into by the Anoka Conservation District (ACD), and the Rice Creek Watershed District (Watershed District).

**B. PURPOSE**

WHEREAS, the Watershed District has requested assistance from the ACD to implement the purposes and policies specified in MINN. STAT. §§ 103B.201 and 103D.201; and

WHEREAS, the ACD is authorized to enter Agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, SUBD. 21.

NOW, THEREFORE, the parties agree as follows:

**C. TERM OF AGREEMENT**

The term of this Agreement shall be from January 1, 202~~5~~4 to December 31, 202~~5~~4 unless extended or terminated earlier as provided herein.

**D. SCOPE OF SERVICES**

The ACD will perform all services and furnish and deliver all work products generally described in the attached Exhibit A.

**E. COST**

In full consideration for services under this Agreement, the Watershed District will compensate the ACD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$~~16,500.00~~~~5,000~~ during the term of this Agreement.

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.

**F. PAYMENT**

The Watershed District will pay ACD the amount of the cost for services invoiced by ACD, within 30 days after receipt, based on the ACD Board-approved fee schedule rates at the time the services are provided. ACD's current approved fee schedule is available at [WWW.ANOKASWCD.ORG](http://WWW.ANOKASWCD.ORG).

**G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS**

During the performance of this Agreement, the ACD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

**H. STANDARDS**

The ACD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

**I. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the ACD’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The ACD agrees to abide by these statutes, rules and regulations and as they may be amended.

**J. AUDITS, REPORTS AND MONITORING PROCEDURES**

The ACD will:

1. Maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the ACD which are relevant to the contract.

**K. INDEMNITY**

The ACD and the Watershed District mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys’ fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the ACD or the Watershed District may enjoy under law.

**L. INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the ACD as the agent, representative, or employee of Watershed District for any purpose or in any manner whatsoever. The ACD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The ACD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the ACD or other person, while engaged in the performance of any work or services required by the ACD under this Agreement, shall have no contractual relationship with the Watershed District and shall not be considered employees of the Watershed District.

**M. MODIFICATIONS**

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the ACD and the Watershed District shall not require written approval.

**N. MERGER**

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

**O. TERMINATION**

Either the ACD or the Watershed District may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. The Watershed District, if it terminates, can specify what additional work the ACD is to do before termination.

**P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All property of the Watershed District used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the Watershed District. The Watershed District shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

**RICE CREEK WATERSHED DISTRICT**

**ANOKA CONSERVATION DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### 2025~~4~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM ~~& MINI GRANT PROGRAM~~

#### TASKS & DELIVERABLES

##### 1. PROJECT OVERSIGHT

All work performed by the ACD will be at the direction of Watershed District staff.

##### 2. PROGRAM COORDINATION

The ACD will work with the Watershed District staff to coordinate implementation of the Water Quality Grant Program ~~and the Mini Grant Program~~ for public and private landowners. Program materials will be provided by the RCWD and will include application forms, evaluation criteria, information packets, monitoring forms, annual reports, and other items needed to ensure effective and efficient grant programs. Overall program coordination, summary reports, and ongoing program evaluation will be provided as needed to the ACD.

##### 3. LANDOWNER OUTREACH

Targeted and broad-based outreach techniques will be used to generate interest in the program. Outreach will be balanced with the number of projects the Watershed District would like to implement during each year and coordinated with other Watershed District efforts.

##### 4. PROJECT DATABASE

Project information will be tracked in a database and locations will be mapped using GIS systems.

##### 5. RESPOND TO INQUIRIES FROM THE PUBLIC

The ACD will act as the primary and first responder to inquiries from the public regarding the Water Quality Grant Program. The ACD will provide responses to the public regarding general program information, program eligibility, BMP information, ~~the Mini Grant Program~~, and general watershed information.

##### 6. SITE REVIEWS AND PROJECT EVALUATION

Initial site visits and subsequent site reviews will be provided for under this Agreement. Follow-up reviews (if necessary) of potential BMP implementation sites will be conducted under this Agreement. Other activities will include:

- a. Determining site-specific grant or other program eligibility and priority;
- b. Assessing BMP options which will adequately address an identified problem;
- c. Discussing BMP alternatives with landowners;
- d. Providing technical guidance on BMP options or alternatives;
- e. Promoting implementation of BMPs, and;
- f. Collecting pre- and post-project site photos for documentation and promotional purposes.  
f.g. Directing non-qualifying projects to RCWD for Mini Grant Program technical assistance.

ACD and RCWD will recommend supplemental grants or resources when applicable. Site reviews will result in providing grant recommendations to the Watershed District staff with respect to eligibility and priority ranking. Educational materials will be distributed during the site visit.

##### 7. BMP DESIGN AND CONTRACTOR ASSISTANCE

The ACD will coordinate BMP design assistance for the Water Quality Grant Program only. Design support will be provided by ACD technical resources and/or by obtaining assistance from an appropriate technical

agency, organization or consultant, including the Watershed District. ACD will assist landowners with obtaining qualified contractors to install BMPs.

**8. CONSTRUCTION MONITORING (SITE INSPECTIONS)**

The ACD will monitor construction activities to verify proper implementation of BMPs for the Water Quality Grant Program.

**9. LONG-TERM MONITORING**

The ACD will provide long-term monitoring of installed BMPs for the Water Quality Grant Program. The amount and frequency of monitoring will be as directed by the Watershed District staff and based on the individual BMP installed.

**10. MISCELLANEOUS SERVICES**

Other services may be provided as requested by the Watershed District to implement and carry out these programs.

**SERVICE AGREEMENT  
BETWEEN  
RAMSEY COUNTY PARKS AND RECREATION – SOIL & WATER CONSERVATION DIVISION  
AND RICE CREEK WATERSHED DISTRICT  
FOR**

**202~~54~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM ~~& MINI-GRANT PROGRAM~~**

**A. PARTIES**

This Agreement is made and entered into by Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation department – Soil & Water Conservation division (SWCD), and the Rice Creek Watershed District (Watershed District).

**B. PURPOSE**

~~WHEREAS, the Watershed District has requested assistance from the SWCD to implement the purposes and policies specified in MINN. STAT. §§ 103B.201 and 103D.201; and~~

~~WHEREAS, the SWCD is authorized to enter Agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, SUBD. 21.~~

~~NOW, THEREFORE, the parties agree as follows:~~

The Watershed District has requested assistance from the SWCD to provide technical services to support the Water Quality Grant Program and other duties as requested; and  
This Agreement is authorized pursuant to the provisions of Minnesota Statutes §Chapter 412 and Minnesota Statutes §471.59.

**C. TERM OF AGREEMENT**

The term of this Agreement shall be from January 1, 202~~54~~ to December 31, 202~~54~~ unless extended or terminated earlier as provided herein.

**D. SCOPE OF SERVICES**

The SWCD will perform all services and furnish and deliver all work products generally described in the attached Exhibit A.

**E. COST**

In full consideration for services under this Agreement, the Watershed District will compensate the SWCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$~~27,500.006,000~~ during the term of this Agreement.

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.

**F. PAYMENT**

The Watershed District will pay the SWCD the amount of the cost for services invoiced by the SWCD, within 30 days after receipt, based on the fee schedule listed in Exhibit B of this Agreement.

**G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS**

During the performance of this Agreement, the SWCD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

#### **H. STANDARDS**

The SWCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

#### **I. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the SWCD's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The SWCD agrees to abide by these statutes, rules and regulations and as they may be amended.

#### **J. AUDITS, REPORTS AND MONITORING PROCEDURES**

The SWCD will:

1. Maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the SWCD which are relevant to the contract.

#### **K. INDEMNITY**

The SWCD and the Watershed District mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the SWCD or the Watershed District may enjoy under law.

#### **L. INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the SWCD as the agent, representative, or employee of Watershed District for any purpose or in any manner whatsoever. The SWCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The SWCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the SWCD or other person, while engaged in the performance of any work or services required by the SWCD under this Agreement, shall have no contractual relationship with the Watershed District and shall not be considered employees of the Watershed District.

**M. MODIFICATIONS**

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the SWCD and the Watershed District shall not require written approval.

**N. MERGER**

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

**O. TERMINATION**

Either the SWCD or the Watershed District may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. The Watershed District, if it terminates, can specify what additional work the SWCD is to do before termination.

**P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All property of the Watershed District used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the Watershed District. The Watershed District shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

**RICE CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED BY:

**RAMSEY COUNTY- COUNTY MANAGER**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**RAMSEY COUNTY-PARKS AND RECREATION DEPARTMENT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
RAMSEY COUNTY-ATTORNEY’S OFFICE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### 2024~~54~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM ~~& MINI GRANT PROGRAM~~

#### TASKS & DELIVERABLES

**1. PROJECT OVERSIGHT**

All work performed by the SWCD will be at the direction of Watershed District staff.

**2. PROGRAM COORDINATION**

The SWCD will work with the Watershed District staff to coordinate implementation of the Water Quality Grant Program ~~and the Mini Grant Program~~ for public and private landowners. Program materials will be provided by the RCWD and will include application forms, evaluation criteria, information packets, monitoring forms, annual reports, and other items needed to ensure effective and efficient grant programs. Overall program coordination, summary reports, and ongoing program evaluation will be provided as needed to the SWCD.

**3. LANDOWNER OUTREACH**

Targeted and broad-based outreach techniques will be used to generate interest in the program. Outreach will be balanced with the number of projects the Watershed District would like to implement during each year and coordinated with other Watershed District efforts.

**4. PROJECT DATABASE**

Project information will be tracked in a database and locations will be mapped using GIS systems.

**5. RESPOND TO INQUIRIES FROM THE PUBLIC**

The SWCD will act as the primary and first responder to inquiries from the public regarding the Water Quality Grant program. The SWCD will provide responses to the public regarding general program information, program eligibility, BMP information, ~~the Mini Grant Program~~, and general watershed information.

**6. SITE REVIEWS AND PROJECT EVALUATION**

Initial site visits and subsequent site reviews will be provided for under this Agreement. Follow-up reviews (if necessary) of potential BMP implementation sites will be conducted under this Agreement. Other activities will include:

- a. Determining site-specific grant or other program eligibility and priority;
- b. Assessing BMP options which will adequately address an identified problem;
- c. Discussing BMP alternatives with landowners;
- d. Providing technical guidance on BMP options or alternatives;
- e. Promoting implementation of BMPs, and;
- f. Collecting pre- and post-project site photos for documentation and promotional purposes.
- f.g. Directing non-qualifying projects to RCWD for Mini Grant Program technical assistance.

SWCD and RCWD will recommend supplemental grants or resources when applicable. Site reviews will result in providing grant recommendations to the Watershed District staff with respect to eligibility and priority ranking. Educational materials will be distributed during the site visit.

**7. BMP DESIGN AND CONTRACTOR ASSISTANCE**

The SWCD will coordinate BMP design assistance for the Water Quality Grant Program only. Design support will be provided by SWCD technical resources and/or by obtaining assistance from an appropriate technical agency, organization or consultant, including the Watershed District. SWCD will assist landowners with obtaining qualified contractors to install BMPs.

**8. CONSTRUCTION MONITORING (SITE INSPECTIONS)**

The SWCD will monitor construction activities to verify proper implementation of BMPs for the Water Quality Grant Program.

**9. LONG-TERM MONITORING**

The SWCD will provide long-term monitoring of installed BMPs for the Water Quality Grant Program. The amount and frequency of monitoring will be as directed by the Watershed District staff and based on the individual BMP installed.

**10. MISCELLANEOUS SERVICES**

Other services may be provided as requested by the Watershed District to implement and carry out these programs.

EXHIBIT B

202~~5~~<sup>4</sup> RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM ~~& MINI GRANT PROGRAM~~

RAMSEY COUNTY BOARD-APPROVED SWCD HOURLY SERVICE FEE SCHEDULE

Position	Rate
Environmental Resource Specialist	<del>\$80/hour</del> \$80/hour



**SERVICE AGREEMENT  
BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND RICE CREEK WATERSHED DISTRICT  
FOR**

**20254 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM & ~~MINI-GRANT PROGRAM~~**

**A. PARTIES**

This Agreement is made and entered into by the Washington Conservation District (WCD), and the Rice Creek Watershed District (Watershed District).

**B. PURPOSE**

WHEREAS, the Watershed District has requested assistance from the WCD to implement the purposes and policies specified in MINN. STAT. §§ 103B.201 and 103D.201; and

WHEREAS, the WCD is authorized to enter Agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, SUBD. 21.

NOW, THEREFORE, the parties agree as follows:

**C. TERM OF AGREEMENT**

The term of this Agreement shall be from January 1, 20254 to December 31, 20254 unless extended or terminated earlier as provided herein.

**D. SCOPE OF SERVICES**

The WCD will perform all services and furnish and deliver all work products generally described in the attached Exhibit A.

**E. COST**

In full consideration for services under this Agreement, the Watershed District will compensate the WCD for providing the services listed in Exhibit A, on an hourly basis, not to exceed \$~~16,500.00~~13,000 during the term of this Agreement.

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.

**F. PAYMENT**

The Watershed District will pay the WCD the amount of the cost for services invoiced by the WCD, within 30 days after receipt, based on the fee schedule listed in Exhibit B of this Agreement.

**G. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS**

During the performance of this Agreement, the WCD agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

**H. STANDARDS**

The WCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

**I. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the WCD’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

**J. AUDITS, REPORTS AND MONITORING PROCEDURES**

The WCD will:

1. Maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the WCD which are relevant to the contract.

**K. INDEMNITY**

The WCD and the Watershed District mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys’ fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the WCD or the Watershed District may enjoy under law.

**L. INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the WCD as the agent, representative, or employee of Watershed District for any purpose or in any manner whatsoever. The WCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The WCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the WCD or other person, while engaged in the performance of any work or services required by the WCD under this Agreement, shall have no contractual relationship with the Watershed District and shall not be considered employees of the Watershed District.

**M. MODIFICATIONS**

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the WCD and the Watershed District shall not require written approval.

**N. MERGER**

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

**O. TERMINATION**

Either the WCD or the Watershed District may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. The Watershed District, if it terminates, can specify what additional work the WCD is to do before termination.

**P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All property of the Watershed District used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the Watershed District. The Watershed District shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

**RICE CREEK WATERSHED DISTRICT**

**WASHINGTON CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### 2025~~3~~ RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM ~~& MINI GRANT PROGRAM~~

#### TASKS & DELIVERABLES

**1. PROJECT OVERSIGHT**

All work performed by the WCD will be at the direction of Watershed District staff.

**2. PROGRAM COORDINATION**

The WCD will work with the Watershed District staff to coordinate implementation of the Water Quality Grant Program ~~and the Mini Grant Program~~ for public and private landowners. Program materials will be provided by the RCWD and will include application forms, evaluation criteria, information packets, monitoring forms, annual reports, and other items needed to ensure effective and efficient grant programs. Overall program coordination, summary reports, and ongoing program evaluation will be provided as needed to the WCD.

**3. LANDOWNER OUTREACH**

Targeted and broad-based outreach techniques will be used to generate interest in the program. Outreach will be balanced with the number of projects the Watershed District would like to implement during each year and coordinated with other Watershed District efforts.

**4. PROJECT DATABASE**

Project information will be tracked in a database and locations will be mapped using GIS systems.

**5. RESPOND TO INQUIRIES FROM THE PUBLIC**

The WCD will act as the primary and first responder to inquiries from the public regarding the Water Quality Grant Program. The WCD will provide responses to the public regarding general program information, program eligibility, BMP information, ~~the Mini Grant Program~~, and general watershed information.

**6. SITE REVIEWS AND PROJECT EVALUATION**

Initial site visits and subsequent site reviews will be provided for under this Agreement. Follow-up reviews (if necessary) of potential BMP implementation sites will be conducted under this Agreement. Other activities will include:

- a. Determining site-specific grant or other program eligibility and priority;
- b. Assessing BMP options which will adequately address an identified problem;
- c. Discussing BMP alternatives with landowners;
- d. Providing technical guidance on BMP options or alternatives;
- e. Promoting implementation of BMPs, and;
- f. Collecting pre- and post-project site photos for documentation and promotional purposes.
- f.g. Directing non-qualifying projects to RCWD for Mini Grant Program technical assistance.

WCD and RCWD will recommend supplemental grants or other resources when applicable. Site reviews will result in providing grant recommendations to the Watershed District staff with respect to eligibility and priority ranking. Educational materials will be distributed during the site visit.

**7. BMP DESIGN AND CONTRACTOR ASSISTANCE**

The WCD will coordinate BMP design assistance for the Water Quality Grant Program only. Design support will be provided by WCD technical resources and/or by obtaining assistance from an appropriate technical agency, organization or consultant, including the Watershed District. -WCD will assist landowners with obtaining qualified contractors to install BMPs.

**8. CONSTRUCTION MONITORING (SITE INSPECTIONS)**

The WCD will monitor construction activities to verify proper implementation of BMPs for the Water Quality Grant Program.

**9. LONG-TERM MONITORING**

The WCD will provide long-term monitoring of installed BMPs for the Water Quality Grant Program. The amount and frequency of monitoring will be as directed by the Watershed District staff and based on the individual BMP installed.

**10. MISCELLANEOUS SERVICES**

Other services may be provided as requested by the Watershed District to implement and carry out these programs.

EXHIBIT B

20254 RICE CREEK WATERSHED DISTRICT WATER QUALITY GRANT PROGRAM ~~& MINI GRANT PROGRAM~~

WASHINGTON CONSERVATION DISTRICT BOARD-APPROVED HOURLY SERVICE FEE SCHEDULE



## CONTRACT INFORMATION

I (we), the undersigned, do hereby request grant assistance from the Rice Creek Watershed District (RCWD) to help defray the cost of installing the following practice(s) listed in this contract. This Grant Award Contract is for support of water resource protection and education efforts between the RCWD, a public body with powers set forth at Minnesota Statutes 103B and 103D, and \_\_\_\_\_ (Owner). It is understood that:

1. The Owner is responsible for the operation and maintenance of practices applied under this program, to ensure that the water quality objective of the practice is met and the effective life, a minimum of \_\_\_\_ years, is achieved. Should the Owner fail to maintain the practice during its effective life, the Owner is liable to the RCWD for the amount up to 100% of the amount of financial assistance received to install and establish the practice. The Owner is not liable for grant assistance received if the failure was caused by reasons beyond the Owner's control, or if water quality practices are applied at the Owner's expense that provide equivalent protection of the water resources.

In no case shall the RCWD provide grant assistance to an Owner for the reapplication of a practice that was removed by the Owner during its effective life without consent of the RCWD or that failed due to improper maintenance. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the Owner who signed this contract to advise the RCWD before the sale or transfer of the property containing the water quality practice.

2. Water quality practices must be planned and installed in accordance with the technical standards and specifications of the \_\_\_\_\_ (Anoka CD, Ramsey SWCD, or Washington CD).

3. This contract, upon approval by the RCWD board, will remain in effect for 18 months unless canceled by mutual agreement. The contract will be automatically terminated on \_\_\_\_\_ (mm/dd/yy) unless amended by mutual consent to reschedule the work and funding.

4. When the work is complete, Owner will request payment from the RCWD. Items for which payment is requested on the Voucher and Practice Certification Summary Form are to be supported by invoices/receipts for payments and will be verified by the RCWD board as practical and reasonable. The RCWD board has the authority to adjust the costs submitted for reimbursement. Reimbursement will be made only upon execution of a RCWD-approved Operation and Maintenance Agreement.

If Owner has used a contractor, the RCWD will pay the grant amount, with any adjustment thereto, directly to Owner's contractor. Owner must submit the following to the RCWD with the request:

a. Owner's written statement that if the RCWD finds the work to be complete and satisfactory, Owner will not ask contractor or the RCWD for changes to the work;

b. A copy of the contract for the work; the contractor's invoice; all pre-lien notices from the contractor, subcontractors and suppliers; and lien waivers of subcontractors and suppliers; and

c. The contractor's statement that: (i) it will accept payment of a part of the contract price directly from the RCWD, and (ii) the RCWD may exercise the right of Owner under Minnesota Statutes §514.07 to delay or reduce payment if lien waivers are not supplied (the RCWD suggests that Owner include this statement in the contract for the work).

The RCWD, by its representative, may inspect the work. Within 15 business days of receiving Owner's request, the RCWD either will make payment or will notify Owner in writing that it finds that the work does not conform to this agreement or is incomplete. If the RCWD is not able to make full payment, it will cooperate promptly with Owner and, if a contractor is used, the contractor in order to resolve the outstanding concern.



In making payment to a contractor under the terms of this section, the RCWD does not become a party to the contract between Owner and the contractor. The RCWD is not responsible to Owner for any cost or liability Owner incurs arising from attachment of, or foreclosure on, a lien by the contractor, a subcontractor or a supplier.

5. Owner will grant the RCWD and its representative access to the parcel where the water quality practice will be located to inspect the practice.

6. Owner will permit the RCWD at its cost and discretion, to place reasonable signage on Owner's property informing the public about the project and the RCWD Water Quality Grant Program. Owner will cooperate with the RCWD in permitting members of the public to periodically enter the property to view the project in the company of a RCWD representative. This paragraph does not create any right of public entry onto Owner's property except as coordinated with Owner and accompanied by a RCWD representative.

7. Owner is responsible for obtaining all necessary approvals and complying with all permits and/or other legal requirements applicable to the work. In performing the work that is subject to this contract, Owner will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin, and that no person protected by applicable federal or state laws, rules, or regulations against discrimination is subject to discrimination.

**APPLICANT SIGNATURES**

The Owner's signature indicates their agreement to the above contract terms.

Landowner / Legal Representative		Date	
Mailing Address	City	State	Zip

**WATER QUALITY PRACTICE**

Eligible recognized practice(s)	Other practice(s)	Total Cost Estimate
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**TECHNICAL ASSESSMENT AND COST ESTIMATE**

I have reviewed the site where the above listed water quality practice(s) are to be installed and find that they are needed and that the estimated quantities and costs are practical and reasonable.

County Conservation Specialist Representative	Date
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**AMOUNT AUTHORIZED FOR GRANT (ENCUMBRANCE)**

Grant award is not to exceed \_\_\_\_\_ or \_\_\_\_\_ percent of the total eligible cost, whichever is less.

Rice Creek Watershed District Board President	Board Meeting Date
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# Water Quality Grant Program Project Screening Form

Project / Landowner Name:				Affected Waterbody:	
Project Address:				City:	
County:	ANOKA	RAMSEY	HENNEPIN	WASHINGTON	Project Type(s):
Application Date:				Project Effective Life:	
Violation or Permit Requirement:		YES	NO	Reviewer:	

Projects are screened for potential grant eligibility based on the following criteria. (0 = Low, 5 = High)

**1. Connectivity to Waterbody**

a. Is the project tributary to a 303(d) impaired water (not mercury) or a RCWD Protection or Restoration waterbody?

(NO)       1       2       3       4       5  
(YES, within Subwatershed)      (YES, Direct Connection)

b. Is the project tributary to a 303(d) impaired waterbody with a completed TMDL?

NO       YES  
 1

c. If the answer to 1(a) is NO, is the project tributary to a lake, stream, ditch, or DNR Protected Water Wetland (PWW)?

(NO)       1       2       3       4       5  
(YES, within Subwatershed)      (YES, Direct Connection)

**2. Contributing Watershed Characteristics: Surface type draining to the project.**

0% Impervious       1       2       3       4       5  
50% Impervious      100% Impervious

**3. Volume Reduction:** Implements controls to reduce and/or minimize the rate and volume of water that drains off the property.

No Infiltration/Filtration       1       2       3       4       5  
Filtration      Infiltration

**4. Erosion and Sediment Control:** Implements controls that minimize erosion and/or sedimentation and pollutants to downstream waters.

No Erosion       1       2       3       4       5  
No Sediment Capture      Visible Erosion      Sediment Capture

**5. Wildlife Habitat Improvement:** Creates/improves wildlife and/or pollinator habitat through native plantings or other restoration efforts.

Not Connected to Wildlife Corridor       1       2       3       4       5  
Connected to Wildlife Corridor

**6. Public Outreach:** Willingness of applicant to allow signage, tours, and site visits. Publicly visible site.

Low Public Visibility       1       2       3       4       5  
Moderate Public Visibility      High Public Visibility

**7. Educational Opportunity/Minnesota Water Steward:** [Can this project be used for educational classes or demonstrations to the public? Is the project part of a Minnesota Water Steward capstone project?](#)

NO       YES  
 1

**8. SRA/SWA:** Was the project or project area identified in a completed Stormwater Retrofit Analysis (SRA), Subwatershed Assessment (SWA), or other targeted study?

NO       YES  
 1

Total Score: 0  
Minimum Eligibility = 15

**OPERATION AND MAINTENANCE AGREEMENT  
FOR  
WATER QUALITY PRACTICES**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 202~~5~~<sup>4</sup> (Effective Date), by \_\_\_\_\_ (Owner), of the property located at \_\_\_\_\_ (Property), and the Rice Creek Watershed District (RCWD), a Minnesota Special Purpose Unit of Government with powers set forth at Minnesota Statutes 103B and 103D.

WHEREAS, the Owner agrees to construct a water quality project on the Property in the approximate location depicted on the attached **Exhibit A**.

WHEREAS, the RCWD agrees to cost share the water quality practice(s) in the amount specified on the attached **Exhibit B**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Owner assumes the full and sole responsibility for the installation, maintenance and management of the water quality project on the Property in accordance with the approved grant application attached at **Exhibit B**, which meets the RCWD standards.
2. The RCWD will not under any circumstances be responsible for the on-going physical performance of the water quality project, or for any repairs, changes or alterations to the same and appurtenances, and the RCWD will not be liable for the cost thereof.
3. The Owner agrees, at no cost to the RCWD, to regularly: (1) maintain the integrity and viability of the water quality features, (2) maintain all native perennial vegetation in the project area in a way which does not compromise the effectiveness of the design, (3) maintain and trim all other shrubs and vegetation in the project area, (4) remove all litter, sediment, and debris from the project area, and (5) repair or replace any grass or other vegetation in the project area disturbed by maintenance.
4. The Owner agrees to indemnify, defend, and hold harmless the RCWD from all present and future claims that may arise from the construction and maintenance of the water quality project located on the Property.
5. The Owner shall allow the RCWD to bring other landowners to the Property, at reasonable times and with prior notice to The Owner, to view the Project for the purpose of [conducting maintenance inspections and](#) encouraging other landowners to install similar water quality practices.
6. The Owner agrees to notify the RCWD if the property is sold, so that the new owner

can be approached about the purpose of the water quality project.

- 7. This agreement is valid for \_\_\_\_\_ years from the Effective Date listed above.
- 8. Any notice provided under this Agreement will be sent by certified mail or by personal service at the following address:

Owner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dated: \_\_\_\_\_  
 OWNER: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, Owner.

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

\* \* \* \* \*

Rice Creek Watershed District  
 4325 Pheasant Ridge Drive NE, Suite 611  
 Blaine, MN 55449

Dated: \_\_\_\_\_  
 RICE CREEK WATERSHED DISTRICT:  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of the Rice Creek Watershed District, a Minnesota Special Purpose Unit of Government, on its behalf.

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

This instrument was drafted by:  
 Rice Creek Watershed District  
 4325 Pheasant Ridge Drive NE, Suite 611  
 Blaine, MN 55449

**Exhibit A**

**Feature Location – Approved Water Quality Project Plan**

**Exhibit B**

**Approved RCWD Grant Application**

**9:45 RCWD Cybersecurity Overview**

**MEMORANDUM**  
**Rice Creek Watershed District**



**Date:** December 2, 2024  
**To:** RCWD Board of Managers  
**From:** Emmet Hurley, Program Support Technician  
**Subject:** RCWD Cybersecurity Overview

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**Introduction**

This memorandum and accompanying presentation are intended as an informational item for the Board of Managers, highlighting the District’s cybersecurity efforts, opening the floor for discussion, and clarifying any questions or confusion.

**Background**

Cybercrime is on the rise and common. Victims are often fooled by adversaries posing under familiar business relationships and sending them fraudulent invoices hoping to go unnoticed. To address this issue, the District has collaborated with RYMARK to implement a cybersecurity awareness and training program. Beginning in October 2024, District staff have been enrolled in Curricula - an online, self-paced cybersecurity awareness and training course, along with a simulated phishing campaign. The objective of this course is to inform and train staff – the District’s first line of defense – on how to protect the District from cyber-threats.

Along with the self-paced course is a simulated phishing campaign. Each staff is randomly sent a “phishing email” once a month. This is meant to exercise staff members’ ability to identify, handle, and report phishing attempts to information technology staff and consultants – all in a controlled and risk-free environment.

Each member of the RCWD network was enrolled in this program, including the Board of Managers - up until November 20<sup>th</sup>. At that time, in lieu of an introduction to the program and related efforts, enrollment was put on hold. This memorandum and the accompanying presentation are meant to serve as that introduction.

In addition to this program, the District has implemented stronger password requirements and expanded the use of Multi-Factor Authentication (MFA). These measures, along with the security services provided by Rymark, create a strong foundation for the District’s defense against cyber-threats.

If any questions or concerns arrive related to the course, phishing emails or cybersecurity at-large, please don’t hesitate to reach out.



**10:00 Notice of Claim to Rice Creek Watershed District – Rybak**

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2000 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402-2119  
TEL 612.371.3211  
FAX 612.371.3207  
www.ballardspahr.com

James R. Walston  
Tel: 612.371.3244  
Fax: 612.371.3207  
walstonj@ballardspahr.com

November 25, 2024

**To: Board of Managers  
RICE CREEK WATERSHED DISTRICT  
4325 Pheasant Ridge Drive NE #611  
Blaine, MN 55449**

**Re: NOTICE OF CLAIM PURSUANT TO MINN. STAT. § 466.05**

**Claimant: David J. Rybak, Sr. and Noreen J. Rybak, Trustees of the David J. Rybak, Sr. Revocable Trust Agreement**

Dear Rice Creek Watershed District Board of Managers:

Please take notice that David J. Rybak, Sr. and Noreen J. Rybak, Trustees of the David J. Rybak, Sr. Revocable Trust Agreement (“Rybak Trust”) as owner of 5725 137<sup>th</sup> Avenue NE, Columbus, MN 55014 (“Property”) may assert claims against the Rice Creek Watershed District (“RCWD”) arising from RCWD’s failure to adequately maintain the RCWD surface water ditch system on a routine basis, which has led to the flooding of the Property that occurred on or about October 25, 2024. Such failure has resulted in damage to the Property.

The relief requested to prevent future damages to the Property and the present damages to the Property are not ascertainable at this time.

*James R. Walston*

James R. Walston  
Ballard Spahr LLP  
Attorneys for David J. Rybak, Sr. and Noreen J.  
Rybak, Trustees

cc: David J. Rybak and Noreen J. Rybak ([dave@rybakinc.com](mailto:dave@rybakinc.com))  
Wes Saunders-Pearce  
State of Minnesota Department of Natural Resources  
([wes.saunders-pearce@state.mn.us](mailto:wes.saunders-pearce@state.mn.us))