



402 SAINT JOSEPH ST, STE 6
RAPID CITY, SD 57701

Regular Meeting Draft Agenda and Packet

MEETING LOCATION:
RAPID VALLEY SANITARY DISTRICT
4611 TEAK DR, RAPID CITY, SD
Tuesday, October 13, 2026 3PM

1. Pledge of Allegiance. (Chair)
2. Roll Call of Members (Admin)
3. Approval of Agenda (The board cannot take official action on any item not on the agenda) (Chair)
4. Conflict of interest disclosure. (Chair)
5. Approval of minutes from August 11, 2026 meeting. (Chair)
6. Treasurer's report (Treasurer--Stetler)
 - a. SDPAA payment: \$1755.70, increased \$44.52.
 - b. USGS Stream Gage project electronic payment by Executive Order.
7. Approval: scope-of-work for HDR to prepare protection plans for Rapid Creek 319 project segments 2 and 3. \$231,440. (Chair)
8. Approval: WDWDD Board request from HDR to submit a protection plan project for Rapid Creek 319 project segment 1, \$18,500. (Chair)
9. Funding Request: Rapid Creek Recreation Corridor Inc. (RCRC) for Phase 1 (60%) design development of the Rapid Creek in-stream recreation corridor. \$19,568. (Driscoll)
10. Funding Request: Ranch at Black Gap Pond Reclamation Grant Proposal. \$59,040. (Driscoll)
11. Information: Recommendation for continuation of five erosion control projects that include Star Village, LaCroix Links, Raider Park, South Dakota Mines, and Cornerstone Mission. (Erosion Control Committee)
12. Discussion/Action: Board course of action for past landscaping/erosion projects where landowner financial participation does not meet statutory guidelines. (See AG opinion # 26-04 item IV SDCL 46A-3E-7.) (Koth)
13. Discussion: Tzadik past billing for work at Star Village. (Koth)
14. Information: Notice of Director vacancies, Districts 7 and 9, beginning January 01, 2027. (Chair)
15. Information: Status update on future of Barr Engineering work on the Deerfield/Pactola modeling project. (Chair, Koth)
16. Chair's comments.
17. Items from directors.

18. Items from admin. Water Development District administration meeting, Chamberlain, SD Oct 27, 2026.
19. Items from public.
20. Adjournment

AGENDA ITEM 1. Pledge of Allegiance. (Chair)

AGENDA ITEM 2. Roll Call of Members (Admin)

AGENDA ITEM 3. Approval of Agenda (The board cannot take official action on any item not on the agenda) (Chair)

AGENDA ITEM 4. Conflict of interest disclosure. (Admin)

Any directors with a conflict of interest for any agenda item will so state.

The WDWDD bylaws were amended on 12 Feb 2019 to include defining conflict of interest disclosure as follows:

ARTICLE V – DISCLOSURE OF CONFLICT OF INTEREST

Any director who is present at a meeting at which is discussed any matter in which that director has, directly or indirectly, a private financial or property interest shall disclose such interest to the Board. Any such director shall refrain from advocating for or against the matter and shall disqualify himself/herself from voting on such matter. The Board may adopt a separate policy specifically, regarding ethical standards and practices.

AGENDA ITEM 5. Approval of minutes from August 11, 2026 meeting in blue. (chair)

Draft minutes for regular board meeting on August 11, 2026, 3 PM

CALL TO ORDER: The West Dakota Water Development District (WDWDD) convened at 3:01 PM (Mountain Time).

AGENDA ITEM 1. Pledge of Allegiance. (Chair) 3:01 PM

AGENDA ITEM 2. Roll Call of Members. (Admin) 3:02 PM

Directors present: Dan Driscoll (Area 3), Scott McGregor (Area 4), Dan Mulally (Area 5), William Young (Area 6), Thomas Mack (Area 7), Mark Kline, (Area 8), Craig Kjar (Area 9)

Directors absent: Ron Koth (Area 1), Roy Boschee (Area 2)

A quorum was declared. Administration present: Larry Stetler (Program Administrator)

Others in attendance (as per sign-in sheet): Barry Muxen (CWA, BHEC, Sierra Club), Kaleb Hedman (HDR), Cory Foreman (HDR), Jim Hayward, Frank Henderson (GVSD)

AGENDA ITEM 3. Approval of Agenda (The board cannot take official action on any item not on the agenda) (Chair)

Motion 1 by McGregor seconded by Kline to approve agenda.

Motion 1: carries unanimously on a voice vote 3:03 PM

Amendment to Item 3: Amendment to Motion 1 by McGregor seconded by Kjar to place item 8 (Green Valley Sanitary District vote to rescind current allocation of \$125,000 as item 7 and renumber item 7 (approve 2027 budget) as item 8.

Motion to amend Motion 1: carries unanimously on a voice vote 3:10 PM

AGENDA ITEM 4. Conflict of interest disclosure. (chair)

0 conflicts stated:

AGENDA ITEM 5. Approval of minutes from July 14, 2026 meeting. (chair)

Motion 2 by Driscoll second by Young to approve minutes from July 14, 2026 meeting.

Motion 2 carries unanimously on a voice vote. 3:03 PM

AGENDA ITEM 6. Treasurers Report (Stetler)

Motion 3 by Mulally seconded by Kline to accept the treasurers report.

Motion 3 carries unanimously on a voice vote. 3:07 PM

AGENDA ITEM 7. Information Update: Mr. Frank Henderson President Green Valley Sanitation District on GVSD meeting of July 15, 2026. Possible motion to rescind \$125,000 allocation. (Mulally)

Mr. Henderson stated that GVSD has terminated the sewer system project.

Motion 4 by McGregor seconded by Young to rescind \$125,000 allocation to Green Valley Sanitation w/o prejudice.

Motion 4 carries unanimously on a voice vote 3:16 PM

AGENDA ITEM 8A. 2027 Pennington County Tax Levy approval.

Motion 5 by McGregor seconded by Mulally to reduce the 2027 Levy ask from the available \$283,277 to the 2025 level of \$264,775.

Motion 5: carries on voice voter. Driscoll—No 3:29 PM

Substitute motion by Driscoll seconded by Young to reduce the 2027 Levy ask to the 2026 level of \$274,359. Sub-motion: fails by roll-call vote: 3 yes, 4 no. McGregor, Mulally, Kline, Kjar—No

Agenda Item 8B. Approval: 2027 draft budget (Treasurer—Stetler)

Motion 6 by Mulally seconded by Driscoll to approve the 2027 draft budget with the following corrections:

1) remove the GVSD rescind approved in Item 7

2) adjusting the 2027 budget to reflect the reduction in the Levy request to \$264,775..

Motion 6 carries unanimously on a voice vote 3:31 PM

AGENDA ITEM 9. Funding Request: 2nd vote on Resilient Headwaters and Holistic Riverscape Restoration Planning. \$35,000. Black Hills Watershed Collaborative. Lori Brown. (Young)

Motion 7 by Young seconded by Mulally to approve 2nd vote of requested funding (\$35,000) to Black Hills Watershed Collaborative, funds to be managed by Black Hills Area Community Foundation.

Motion 7 carries unanimously on a voice vote 3:33 PM

AGENDA ITEM 10. Information: Proposed scope-of-work for HDR to prepare protection plans for Rapid Creek 319 project, segments 2 and 3. \$231,440. (Chair)

HDR Met with the 319 committee July 23, 2026. This resulted in text addition to section 3, subtask 3.2: to prepare and submit an annual report to DANR. Final scope-of-work proposal to be voted on in the October 13, 2026 regular meeting. 3:47 PM

AGENDA ITEM 11. Approval: WDWDD Board request from HDR to submit a protection plan project for Rapid Creek 319 project segment 1, \$18,500. (Chair)

Motion 8 by Driscoll seconded by McGregor to postpone the vote on the HDR protection plan for segment 1 of Rapid Creek 319 project in the amount of \$18,500 to the WDWDD Oct. 2026 meeting.

Motion 8 carries unanimously on a voice vote

3:52 PM

AGENDA ITEM 12. Discussion: Vacant Director positions with intent to fill by January 12, 2027.
(Chair)

Positions held by Mack (Area 7) and Kjar (Area 9) cannot be filled until Jan. 1, 2027. Notification (declaration) of vacancies will be made prior to Jan. 2027 and posted on the WDWDD webpage. These positions cannot be filled until January 1, 2027 (or the January 12, 2027 meeting). Chair will work with the Administrator to craft text and post online.

4:08 PM

AGENDA ITEM 13: Discussion: SDAG opinion letter. (Chair)

McGregor reviewed the opinion issued by South Dakota AG and his interpretation of the opinion. The intent of the Board to is include a statement of “assessment of benefits to private and/or public use” for future projects.

4:34 PM

AGENDA ITEM 14: Chair’s comments. Chairman Mack will prepare a document of ‘tips’ from his experience s to pass on to the new chair in January 2027.

AGENDA ITEM 15: Items from directors. Young noted that a creek cleanup day will be held August 29th, meeting at the Cherry St. bridge.

AGENDA ITEM 16: Items from admin. Received 1 Director comment on the proposed updated ‘Proposal Guidelines’ and ‘Example Proposal’. Administrator will send out a Word file for review and comment for inclusion in the October 13, 2027 meeting.

AGENDA ITEM 17: Items from public. None

AGENDA ITEM 18: Adjournment by Chairman Mack

4:43 PM

Respectfully submitted:

Larry D Stetler, Program Administrator

Craig Kjar, Secretary

AGENDA ITEM 6: Treasurer's Report (Stetler)

Figure 1. Treasurers Ledger Report

West Dakota Water Development District	
Statement of Financial Position	
As of October 5, 2026	
	↕ Total
▼ Assets	
▼ Current Assets	
▼ Bank Accounts	
BHCB ASAP Transfers BOR Federal Grant Checking	100.00
BHCB BOR WaterSMART Grant - Match	5,244.79
BHC Business Savings	649.49
BHC Main Checking Account	6,879.37
BHC Savings-PennCo Levy Money Market	72,090.51
SD DANR 319	133,333.00
Total for Bank Accounts	\$218,297.16
▼ Other Current Assets	
Raymond James CD 57203	0.00
Raymond James Savings Account	910,559.58
Total for Other Current Assets	\$910,559.58
Total for Current Assets	\$1,128,856.74
Total for Assets	\$1,128,856.74
> Liabilities and Equity	\$1,128,856.74

West Dakota Water Development District		
Activity YTD Comparison Jan1-July6 2026		
August 4-October 5, 2026		
	TOTAL	
	↓ Aug 4 - Oct 5 2026	Jan 1 - Oct 5 2026 (YTD)
▼ Revenue		
Pennington County Tax Levy	3,098.48	160,641.69
Grants	2,630.85	26,483.07
Total for Revenue	\$5,729.33	\$187,124.76
Cost of Goods Sold		
Gross Income	\$5,729.33	\$187,124.76

	↓ Aug 4 - Oct 5 2026	Jan 1 - Oct 5 2026 (YTD)
✓ Expenditures		
✓ Project Expenses		
21-003 LaCroix Golf Course Eros...		3,225.60
22-006 Star Village Erosion Control		1,232.16
25_003_SDMX		4,951.66
25_004_CRNSTX		3,442.08
26-001-STVRCX		1,966.70
26_002_USGSX WSDHC 2026		3,000.00
26_003_EDAYX Earth Day		1,113.00
26_005_BARRSUP		24,805.00
24-005 USGS Streamflow	11,895.00	11,895.00
24-004 BARRX Barr Water Mgmt...	4,004.34	40,309.09
Total for Project Expenses	\$15,899.34	\$95,940.29
✓ Non-Project Expenses		
Computer/Software Related		448.86
Legal Fees		2,500.00
Professional Services/Contracts		621.27
Professional Admin Services Con...	5,000.00	22,500.00
Insurance Expense	1,755.70	2,431.70
Rents	1,000.00	5,000.00
Director Stipend	700.00	3,800.00
Admin/Office Expenses	167.28	1,772.20
Phone Expense	80.46	160.73
Legal Notices	60.12	60.12
Director Travel/Mileage	44.24	273.60
Total for Non-Project Expenses	\$8,807.80	\$39,568.48
Total for Expenditures	\$24,707.14	\$135,508.77
Net Operating Income (Period)	-\$18,977.81	\$51,615.99
✓ Other Revenue		
Interest Income	5,212.43	22,368.40
Total for Other Revenue	\$5,212.43	\$22,368.40
Other Expenditures		
Net Other Revenue	\$5,212.43	\$22,368.40
Net Revenue	-\$13,765.38	\$73,984.39

WDWDD Project Assistance Summary, projectSummaryWdwdd.xlsx, LD Stetler		10/5/2026			
Name	WDWDD Proj. number	Grant Amount	Current Paid Amount	Balance Remaining	
2026 Projects					
Collaborative erosion control project Star Village w/Rapid City	26_001_STVRCX	\$ 15,000.00	\$ 325.00	\$ 14,675.00	
2026 Western Dakota Hydrology Conf. (closed)	26_002_USGSX	\$ 3,000.00	\$ 3,000.00	\$ -	
2026 Earth Day Expo (closed)	26_003_EDAYX	\$ 1,100.00	\$ 1,113.00	\$ (13.00)	
Collaborative erosion control project LaCroix Golf Course	26_004_LCRX	\$ 2,000.00	\$ 1,962.57	\$ 37.43	
Barr Water Management Option 1 Modeling	26_005_BARRSUP	\$ 25,000.00	\$ 24,805.00	\$ 195.00	
Black Hills Watershed Collaborative	26_006_BHWCX	\$ 35,000.00	\$ -	\$ 35,000.00	
2025 Projects					
2025 Western Dakota Hydrology Conf. (closed)	25_001_USGSX	\$2,000.00	\$2,000.00	\$0.00	
2025 Earth Day Expo (closed)	25_002_EDAYX	\$1,000.00	\$1,000.00	\$0.00	
Collaborative erosion control project SDSMT	25_003_SDMX	\$15,000.00	\$4,951.66	\$10,048.34	
Collaborative erosion control project Cornerstone Mission	25_004_CRNSTX	\$5,000.00	\$3,457.08	\$1,542.92	
2024 Projects					
2024 Western Dakota Hydrology Conf. (closed)	24_001_USGSX	\$2,000.00	2,000.00	\$0.00	
GFP Invasive Species Boat Inspections (closed)	24_002_GFPXX	\$20,000.00	20,000.00	\$0.00	
Barr manage through the finalization of the BOR grant (closed)	24_003_BARRX	\$7,500.00	7,399.00	\$0.00	
Barr Water Management Modeling of Deerfield/Pactola-system	24_004_BARRX	\$254,615.00	242,683.28	\$11,931.72	
USGS Stream Gauges 2024-2027	24_005_USGSX	\$35,685.00	23,620.00	\$12,065.00	
WDRWS Grant for Matching SWRMS (closed)	24_006_WDRWS	\$25,000.00	25,000.00	\$0.00	
EPA Section 319 DANR Watershed Improvement Project	24_007_DANRX	\$133,333.00	0.00	\$133,333.00	
TOTAL PROJECT OBLIGATIONS				\$ 218,828.41	

Figure 2. Project summary report. Shaded lines are currently active.

Project Summary		2024				2025				2026				2027				2028			
2026 Projects		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Collaborative erosion control project Star Village w/RC	26_001_STVRCX																				
2026 Western Dakota Hydrology Conf. (closed)	26_002_USGSX																				
2026 Earth Day Expo (closed)	26_003_EDAYX																				
Collaborative erosion control project LaCroix Golf Course	26_004_LCRX																				
Barr Water Management Option 1 Modeling	26_005_BARRSUP																				
2025 Projects																					
2025 Western Dakota Hydrology Conf. (closed)	25_001_USGSX																				
2025 Earth Day Expo (closed)	25_002_EDAYX																				
Collaborative erosion control project SDSMT	25_003_SDMX																				
Collaborative erosion control project Cornerstone Mission	25_004_CRNSTX																				
2024 Projects																					
2024 Western Dakota Hydrology Conf. (closed)	24_001_USGSX																				
GFP Invasive Species Boat Inspections (closed)	24_002_GFPXX																				
Barr manage through the finalization of the BOR grant	24_003_BARRX																				
Barr Water Management Modeling of Deerfield/Pactola-	24_004_BARRX																				
USGS Stream Gauges 2024-2027	24_005_USGSX																				
WDRWS Grant for Matching SWRMS (closed)	24_006_WDRWS																				
EPA Section 319 DANR Watershed Improvement Project	24_007_DANRX																				

Figure 3. Project Timeline (Red = Closed).



United States Department of the Interior U.S. Geological Survey

Notice to All Customers: Important Update Regarding Accepted Payment Methods

In accordance with the President's Executive Order 14247, Modernizing Payments To and From America's Bank Account (issued March 25, 2025), the U.S. Geological Survey (USGS) is transitioning away from paper check payments to electronic payment methods. Effective immediately, **paper checks will no longer be accepted**. All payments must be submitted electronically going forward.

We understand this may represent a change in how you currently do business with us, and we are committed to making this transition as smoothly as possible.

Why Electronic Payments?

Electronic payments offer several important advantages:

- **Convenient** – Pay when you want from your computer, mobile phone, or tablet
- **Simple** – Simple to set up and easy to use
- **Secure** – We adhere to the most stringent security standards to protect your financial data and privacy
- **Faster** – Electronic payments are processed more quickly, reducing delays and ensuring timely application to your account

USGS Accepted Electronic Payment Methods:

- **Pay.gov** – Make payments safely with your credit card, debit card, or directly from your checking account using our online agency form, located at: <https://www.pay.gov/public/form/start/33192486>; **Note:** The U.S. Treasury has set a maximum transaction limit of \$24,999.99 for credit card payments.
- **Electronic Funds Transfer (EFT) - ACH/Fedwire** – This option can be set up directly with your bank using USGS ACH or Fedwire banking information, which will be provided during the setup process.
- **Virtual Credit Cards/Electronic Checks (eChecks)** – Use a preferred payment processor to send virtual credit card or eCheck payments electronically for a faster alternative to mailing paper checks.

Online Payment Systems:

The USGS accepts electronic payments (ACH, Virtual Credit Cards, eChecks) through secure payment systems. We are a registered vendor on the following platforms:

- Ariba
- Bill.com
- PaymentWorks
- Paymode-X
- Virtu

Action Required:

If you currently pay by paper check, please take steps now to establish one of the electronic payment options listed above by **June 30, 2026**.

For assistance setting up electronic payments, or to obtain USGS ACH or Fedwire banking information, please contact the **USGS Team - Finance**:

- 📞 Phone: 703-648-7683
- ✉ Email: gs-a-hq_rms@usgs.gov

We appreciate your cooperation and prompt attention to this important change.

Figure 4. USGS notice of electronic payment systems.

AGENDA ITEM 7: Approval: scope-of-work for HDR to prepare protection plans for Rapid Creek 319 project segments 2 and 3. \$231,440. Cory Foreman (Chair)



July 23, 2026

Dear Larry Stetler,

On behalf of HDR Engineering, Inc., we are pleased to submit the draft project fee for the Rapid Creek Watershed Protection Plan Project, as presented below for consideration by the West Dakota Water Development District Board at its July 14, 2026 meeting. We are proposing a Time and Materials Not to Exceed \$231,440 to cover the three tasks outlined in the previously-submitted draft Scope of Work. The proposed tasks and associated fee are outlined below. We anticipate this project to be complete by July 31st, 2028.

Rapid Creek Watershed Protection Plan Project	
<i>Task 1: Watershed Assessment</i>	\$78,560.00
<i>Task 2: Build Partnerships & Goal Setting</i>	\$62,440.00
<i>Task 3: Plan Development</i>	\$90,440.00
Total	\$231,440.00

HDR appreciates the opportunity to support the district's efforts to protect and enhance water resources within the Rapid Creek watershed. We look forward to discussing the fee, to verify our project assumptions align with the Board's expectations, prior to authorization.

Sincerely,
HDR Engineering, Inc.

A handwritten signature in black ink that reads 'Cory Foreman'.

Cory Foreman, P.E. (SD)
Dakotas/Wyoming Area Water Resources Section Manager
Associate Vice President

A handwritten signature in black ink that reads 'Jason L. Kjenstad'.

Jason Kjenstad, P.E. (SD)
Dakotas/Wyoming Area Manager
Senior Vice President

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this _____ day of _____, 2026, between West Dakota Water Development District Board ("OWNER") and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as Rapid Creek Watershed Protection Plan ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of

Time and Materials, with a not-to-exceed limit of \$231,440.00. Time and Materials shall mean an hourly rate to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. Hourly Rates are outlined in the "HDR Engineering 2026 Hourly Billing Rates" attached. Rates are subject to change in January of each year

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

West Dakota Water Development District
Board

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____



**West Dakota Water Development District
Rapid Creek Watershed Protection Plan Project
Rapid City, SD**

ENGINEERING PROPOSAL

1. PROJECT BACKGROUND AND PURPOSE

The Rapid Creek Watershed Project Segment 1 is a three-year watershed protection and implementation effort focused on improving and protecting water quality in the Rapid Creek watershed in the Black Hills of South Dakota. Rapid Creek supports important recreational, fisheries, domestic water supply, agricultural, and ecological uses. Portions of Rapid Creek are fully supporting designated beneficial uses, while downstream segments are impaired for pollutants including *E. coli* bacteria and total suspended solids.

The purpose of this scope of work is to define the watershed protection planning activities for Rapid Creek Segments 2 and 3. The work will identify existing conditions, potential threats to water quality and beneficial uses, priority protection needs, stakeholder coordination requirements, and recommended actions to guide future watershed protection efforts.

2. PROJECT GOALS AND OBJECTIVES

The overall goal of the watershed protection planning effort is to develop practical, stakeholder-informed plans that protect high-quality waters, address existing and potential sources of pollution, and guide future implementation priorities within Rapid Creek Segments 2 and 3.

Specific objectives include:

- Develop a protection plan for Rapid Creek Segment 2, extending from Pactola Reservoir to Canyon Lake.
- Develop a protection plan for Rapid Creek Segment 3, extending from Canyon Lake through Rapid City.
- Evaluate water quality concerns, hydromodification, streambank erosion, adjacent land use, urban runoff, recreational use, fisheries considerations, and other potential watershed stressors.
- Identify priority areas and recommended actions to protect beneficial uses and guide future implementation efforts.
- Coordinate with project partners, agencies, landowners, and stakeholders during development of the protection plans.



3. SCOPE OF SERVICES

TASK 1 – WATERSHED ASSESSMENT FOR RAPID CREEK SEGMENTS 2 AND 3

Subtask 1.1. Assess the Watershed: A watershed characterization will be completed for the Rapid Creek watershed area encompassing Segment 2, from Pactola Reservoir to Canyon Lake, and Segment 3, from Canyon Lake through Rapid City. The assessment will describe current watershed conditions, summarize available water quality and watershed data, identify potential threats and stressors, and establish the technical foundation for two separate watershed protection plans. Segment 2 will be evaluated with a focus on maintaining existing beneficial uses and protecting high-quality water, fisheries, recreation, and domestic water supply uses. Segment 3 will be evaluated with a focus on existing impairment concerns, including *E. coli*, urban runoff, stormwater influences, streambank condition, public recreation, and other watershed stressors.

This assessment will differ from a traditional impaired-water watershed assessment because development of a watershed model is not currently anticipated or needed for this phase. The work will emphasize collecting, organizing, and summarizing available GIS spatial data, hydrologic and water quality data, land use information, stream condition information, fisheries and instream habitat information, stormwater and infrastructure information, and other available data needed to characterize existing conditions and inform future protection activities.

Subtask 1.1 Outline:

1. Literature review of available Rapid Creek watershed studies, water quality reports, TMDL or assessment information, previous planning documents, municipal stormwater information, and relevant state and federal watershed information.
2. Spatial data compilation and GIS review, including lidar/topography, soils, land use/land cover, ownership, infrastructure, stormwater infrastructure, outfalls, parks and recreation areas, floodplain, riparian corridor, and other available spatial datasets.
3. Hydrologic and water quality data review using available stream gage, monitoring station, municipal, and agency datasets to summarize flow conditions, water quality trends, impairment considerations, and key protection needs across Segments 2 and 3.
4. Review of stream condition, hydromodification, floodplain connectivity, streambank erosion, recreational access, fisheries, aquatic habitat, and other physical watershed conditions relevant to the two segments.



5. Identification of potential pollutant sources, watershed stressors, protection needs, and priority areas that should be evaluated further during stakeholder engagement and plan development.
6. Development of an initial stakeholder and partner list for Segment 2 and Segment 3 to support targeted engagement and plan review.

Assumptions:

- Water quality analysis above Pactola Reservoir will not be completed as part of this assessment. Water quality analysis above Pactola Reservoir can be included as an optional item in addition to this scope and fee if desired. For the purposes of the Rapid Creek Watershed Protection Plan, Rapid Creek below Pactola will serve as the upstream boundary condition in terms of discharge and water quality.
- Three sets of watershed figures will be created as part of this project -one above Pactola Reservoir, one below Pactola Reservoir to Canyon Lake, and one downstream of Canyon Lake to the Water Reclamation Facility discharge.
- Literature review will include a review of and summaries of up to 10 past watershed evaluations or hydrologic research documents.
- Available agency, municipal, and public datasets will be used to characterize the watershed areas associated with Segments 2 and 3; new water quality sampling, watershed modeling, engineering design, or BMP implementation are not included.
- Existing monitoring locations and available data will be used to summarize hydrologic and water quality conditions.
- The assessment will provide a shared technical foundation for both watershed protection plans while recognizing that each segment has different water quality conditions, stakeholders, and implementation needs.

Deliverables:

- Watershed Characterization technical report summarizing key findings from data gathering and analysis for Rapid Creek Segments 2 and 3.
- Initial stakeholder and partner list organized by segment.
- Summary of watershed stressors, potential pollutant sources, protection needs, and priority areas to inform stakeholder engagement and plan development.
- Monthly invoicing and progress updates provided via email.

TASK 2 – STAKEHOLDER ENGAGEMENT AND GOAL SETTING

Subtask 2.1A. Build Partnerships for Segment 2: Stakeholder engagement and buy-in will be critical to developing a practical watershed protection plan for Rapid Creek Segment 2, extending from Pactola Reservoir to Canyon Lake. Engagement will build from the



watershed assessment and will focus on protection priorities, existing beneficial uses, fisheries and recreation considerations, domestic water supply considerations, and stakeholder-supported actions needed to maintain high-quality water conditions.

1. Develop watershed fact sheet materials summarizing Segment 2 watershed assessment findings, existing conditions, segment-specific concerns, and protection opportunities.
2. Develop an ArcGIS Online-based comment map or project information page, if appropriate, to support Segment 2 stakeholder review and comment.
3. Facilitate coordination with Segment 2 stakeholders, including West Dakota Water Development District, South Dakota Department of Agriculture and Natural Resources, South Dakota Department of Game, Fish and Parks, City of Rapid City, Black Hills Fly Fishermen, and U.S. Forest Service.
4. Hold Segment 2 stakeholder coordination meetings or workshops to review assessment findings, discuss protection goals, identify priority actions, and build support for future watershed management activities.

Subtask 2.1B. Build Partnerships for Segment 3: Stakeholder engagement and buy-in will be critical to developing a practical watershed protection and implementation plan for Rapid Creek Segment 3, extending from Canyon Lake through Rapid City. Engagement will build from the watershed assessment and will focus on urban watershed concerns, bacteria impairment, stormwater influences, stream condition, public recreation, fisheries considerations, and feasible implementation opportunities.

1. Develop watershed fact sheet materials summarizing Segment 3 watershed assessment findings, existing conditions, segment-specific concerns, impairment considerations, and protection or implementation opportunities.
2. Develop an ArcGIS Online-based comment map or project information page, if appropriate, to support Segment 3 stakeholder review and comment.
3. Facilitate coordination with Segment 3 stakeholders, including West Dakota Water Development District, South Dakota Department of Agriculture and Natural Resources, City of Rapid City, South Dakota Department of Game, Fish and Parks, Black Hills Fly Fishermen, Trout Unlimited, and Rapid Valley Sanitation District.
4. Hold Segment 3 stakeholder coordination meetings or workshops to review assessment findings, discuss protection and implementation goals, identify priority actions, and build support for future watershed management activities.

Subtask 2.2A. Set Water Quality and Protection Goals for Segment 2: Based on stakeholder input and review of current water quality standards, monitoring data, and watershed conditions, goals will be established for Rapid Creek Segment 2. Segment 2



goals will focus on maintaining existing water quality, protecting beneficial uses, identifying acceptable thresholds for change, and outlining procedures to recognize harmful trends before impairment occurs.

Subtask 2.2B. Set Water Quality, Protection, and Implementation Goals for Segment 3:

Based on stakeholder input and review of current water quality standards, impairment information, monitoring data, and watershed conditions, goals will be established for Rapid Creek Segment 3. Segment 3 goals will focus on reducing bacteria loading, addressing relevant pollutants and watershed stressors, improving stream condition where feasible, protecting recreational and fisheries uses, and identifying measurable indicators that can be used to evaluate progress over time.

Assumptions:

- Documentation of subtask 2.2A and 2.2B will be in the form of meeting minutes and summary notes. The complete process will be completed in Task 3 as part of the final watershed protection plan reports.
- One, 4 hour, workshop will be held for each segment
- Up to 3 meetings will be held with each stakeholder group for each segment.

Deliverables:

- Watershed fact sheets for Rapid Creek Segment 2 and Segment 3 summarizing assessment findings, existing conditions, segment-specific concerns, and protection or implementation opportunities.
- Meeting minutes from Segment 2 and Segment 3 stakeholder coordination meetings or workshops.
- PDF's of powerpoint presentations used in each workshop.

TASK 3 – WATERSHED PROTECTION PLAN DEVELOPMENT

Subtask 3.1. Prepare a Segment 2 Watershed Protection Plan: Building on the watershed assessment and Segment 2 stakeholder input, a separate watershed protection plan will be prepared for Rapid Creek Segment 2. The plan will identify potential future risks, protection strategies, priority areas, and implementation actions to maintain water quality and beneficial uses between Pactola Reservoir and Canyon Lake. The plan will incorporate applicable watershed planning elements, including identification of potential causes and sources of future impairment, recommended management measures, implementation priorities, milestones, information and education needs, and monitoring considerations.



Subtask 3.2. Prepare a Segment 3 Watershed Protection and Implementation Plan:

Building on the watershed assessment and Segment 3 stakeholder input, a separate watershed protection and implementation plan will be prepared for Rapid Creek Segment 3. The plan will identify likely causes and sources of impairment, recommended management measures, technical and financial assistance needs, information and education activities, implementation schedule, milestones, evaluation criteria, and monitoring considerations. The plan will be structured to guide future activities that reduce pollutant sources, improve stream condition, and protect designated uses from Canyon Lake through Rapid City.

Assumptions:

- Summary of existing watershed, water quality, land use, fisheries, recreation, hydromodification, and stream condition information relevant to each segment.
- Identification of potential pollutant sources, watershed stressors, and priority protection needs.
- Recommended protection actions and future implementation priorities for each segment.
- Stakeholder coordination documentation specific to the Segment 2 and Segment 3 protection plan partner groups.

Deliverables:

- Watershed protection plan for Rapid Creek Segment 2.
- Watershed protection plan for Rapid Creek Segment 3.

5. SCHEDULE

Protection planning work shall be completed during the project period from August 1, 2026, through August 31, 2028. The schedule shall include data review, stakeholder coordination, identification of priority concerns, development of draft protection plan materials, partner review, and preparation of final Segment 2 and Segment 3 protection plans.

6. PERMITTING AND COMPLIANCE

Permitting is not anticipated as part of the watershed protection planning scope. However, the protection plans may identify future implementation actions that could require permits or regulatory review, including water rights, local approvals, Section 401 water quality certification, Section 404 permits, stormwater construction permits, threatened and endangered species review, and historic or cultural resources review.

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.

AGENDA ITEM 8: Approval: WDWDD Board request from HDR to submit a protection plan project for Rapid Creek 319 project segment 1, \$18,500. Cory Foreman (Chair)



July 23, 2026

Dear Larry Stetler,

On behalf of HDR Engineering, Inc., we are pleased to submit the draft project fee for the Rapid Creek Watershed Protection Plan Project Segment 1, as presented below for consideration by the West Dakota Water Development District Board at its August 11, 2026 meeting. We are proposing a Time and Materials Not to Exceed \$18,500 to cover the three tasks outlined below. We anticipate this project to be completed by July 31st, 2028.

Rapid Creek Watershed Protection Plan Project	
<i>Task 1: Hydrologic and Water Quality Review</i>	\$16,560.00
<i>Task 2: Memo</i>	\$3,000.00
<i>Task 3: Project Management</i>	\$1,940.00
Total	\$18,500.00

There are approximately 4 USGS flow gauges and 36 DANR water quality monitoring stations within segment 1 of Rapid Creek. HDR will aggregate and analyze the data from these two sources to review the hydrologic/water quality. A memo will be written summarizing the data analysis and any trends from this analysis.

HDR appreciates the opportunity to support the district's efforts to protect and enhance water resources within the Rapid Creek watershed. We look forward to discussing the fee, to verify our project assumptions align with the Board's expectations, prior to authorization.

Sincerely,
HDR Engineering, Inc.

Cory Foreman, P.E. (SD)
Dakotas/Wyoming Area Water Resources Section Manager
Associate Vice President

Jason Kjenstad, P.E. (SD)
Dakotas/Wyoming Area Manager
Senior Vice President

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this ____ day of _____, 2026, between West Dakota Water Development District Board ("OWNER") and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as Rapid Creek Watershed Protection Plan ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

A watershed characterization will be completed for the Rapid Creek watershed area encompassing Segment 1, upstream of Pactola Reservoir. The assessment will describe current watershed conditions, summarize available water quality and watershed data, and identify potential threats and stressors. Segment 1 will be evaluated with a focus on maintaining existing beneficial uses and protecting high-quality water, fisheries, recreation, and domestic water supply uses. This assessment will differ from a traditional impaired-water watershed assessment because development of a watershed model is not currently anticipated or needed for this phase. The work will emphasize collecting, organizing, and summarizing available hydrologic and water quality data, stream condition information, fisheries and instream habitat information, stormwater and infrastructure information, and other available data needed to characterize existing conditions and inform future protection activities. It is anticipated that approximately four USGS flow gauges and 36 DANR water quality monitoring stations are available for analysis in this Segment of Rapid Creek.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of
Agreement for Professional Services 1 3/2025

Time and Materials, with a not-to-exceed limit of \$18,500.00. Time and Materials shall mean an hourly rate to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. Hourly Rates are outlined in the “HDR Engineering 2026 Hourly Billing Rates” attached. Rates are subject to change in January of each year.

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____

West Dakota Water Development District
Board

“OWNER”

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____

Terms and Conditions: Same as pages 18-20

AGENDA ITEM 9: Funding Request: Rapid Creek Recreation Corridor Inc. (RCRC) for Phase 1 (60%) design development of the Rapid Creek in-stream recreation corridor. \$19,568. (Driscoll)

Grant Request – Rapid Creek Recreation Corridor

- **Applicant:** Rapid Creek Recreation Corridor Inc. (RCRC), a South Dakota nonprofit corporation
- **Amount requested:** \$19,568, one-time payment
- **Purpose:** Phase 1 (60%) design development of the Rapid Creek in-stream recreation corridor
- **Submitted:** September 14, 2026 for the October 13, 2026 WDWDD board meeting
- **Contact:** Justin L. Herreman, Board President, 605-390-3010, jherreman@gmail.com

RCRC requests \$19,568 from the West Dakota Water Development District (WDWDD) to close the remaining funding gap for Phase 1 design of a safe, designated recreation corridor on Rapid Creek within Rapid City. Rapid City Vision Funds already cover \$164,000 of design and engineering; this request completes funding for Phase 1. A Feasibility Investigation and Conceptual Design was completed in 2024 by S2O Design (see listing of Additional Information on the signature page)

1. Problem and Opportunity

Rapid Creek is heavily used for tubing, wading, paddling, and fishing within Rapid City, yet it contains in-stream hazards that put recreational users at risk. The two inactive low-head diversion dams on Rapid Creek adjacent to the Pennington County Fairgrounds are the most hazardous structures on Rapid Creek.

Removal of these low-head dams offers an opportunity to a designated recreational corridor on Rapid Creek. A 2024 feasibility study by S2O Design identified 9 in-stream wave features in two reaches near the fairgrounds and the polo fields. These features can improve safety, fish habitat, and public access at the same time. Completing the engineering design is the necessary next step toward permitting, a capital campaign, and construction.

2. Objectives and Alignment with the WDWDD Mission

RCRC's mission is to fund the design and engineering of a master plan for a recreation corridor along Rapid Creek within city limits. The project has four objectives:

1. **Safe recreation:** Create a designated in-stream corridor for tubing, fishing, wading, kayaking, and paddleboarding during warm-weather months.
2. **Fishery and habitat:** Improve the fishery, aquatic habitat, and fishing access for the many anglers who use Rapid Creek.
3. **Hazard mitigation:** Mitigate the most dangerous in-stream hazards to reduce the risk of loss of life within city limits.
4. **Education:** Educate users about the 1972 Rapid City flood, recreational safety (life jacket and helmet use), and the ecological importance of riparian corridors.

The project is located entirely within the District and directly supports the WDWDD mission. It puts water to **beneficial recreational use**, protects and improves **water quality and aquatic habitat**, and advances **proper water management** through hydraulic modeling and a floodplain "no-rise" analysis that ensures the features do not increase flood risk.

3. Expected Outcomes

WDWDD funding will complete the Phase 1 budget, which will produce:

- A 60% design package for the in-stream features in both reaches
- A 1D HEC-RAS hydraulic model and floodplain "no-rise" analysis

- 30% drawings and an engineer's opinion of probable construction cost
- Fisheries-ecologist input on habitat components
- Completed pre-permitting meetings with regulatory agencies

These outcomes will give RCRC a realistic construction budget and schedule, which are needed to launch the capital campaign, hold stakeholder meetings, and proceed to Phase 2 final design and permitting.

4. Scope, Timeline, Milestones, and Deliverables

Design will be completed in two phases following two prerequisite investigations, both already completed by FMG Engineering: an engineering site survey and a geotechnical investigation of subsurface conditions.

Phase 1 (30% to 60% design) includes pre-permitting meetings with agencies, 1D HEC-RAS hydraulic modeling with a floodplain "no-rise" analysis, 30% drawings and a cost opinion, 60% design refinement, 20 hours of fisheries-ecologist consultation, and 20 hours of permitting support.

Phase 2 (60% to 100% design) includes 3D computational fluid dynamics (CFD) modeling of the whitewater features, stability calculations, a 90% client review, final drawings and technical specifications stamped by a South Dakota professional engineer, and a final design report.

Milestone	Target date	Deliverable
Site survey and geotechnical investigation	Completed	Survey and geotechnical reports
RFP award and Phase 1 kickoff	Oct 16, 2026	Executed design contract
30% design	Nov 2026	30% drawings and cost opinion
60% design (Phase 1 complete)	Dec 15, 2026	60% design package, hydraulic model, no-rise analysis
Capital campaign and stakeholder meetings begin	Jan 2027	Campaign launch
90% client review	TBD	90% drawings
Phase 2 complete	Feb–Mar 2027	Stamped drawings, specifications, final design report
Final presentation to WDWDD board	TBD	Presentation and project summary document

All dates are estimates based upon RFP completion and approval date. Phase 2 will take 60 to 90 days, depending on the responsiveness of permitting agencies.

5. Budget and Amount Requested

The design and permitting budget totals \$276,464. Rapid City Vision Funds cover \$164,000, this request covers \$19,568, and \$92,896 remains to be raised for Phase 2.

Item	Vendor	Cost	Vision Funds	WDWDD request	To be raised	Status
Site survey	FMG Engineering	\$14,800	\$14,800			Completed,

Item	Vendor	Cost	Vision Funds	WDWDD request	To be raised	Status
Geotechnical investigation	FMG Engineering	\$11,000	\$11,000			Completed,
Phase 1, Task 1: Preliminary Design	S2O Design	\$70,264	\$70,264			Pending RFP award
Phase 1, Task 2: Design Development (60%)	S2O Design	\$87,504	\$67,936	\$19,568		Pending RFP award
Phase 2, Task 1: Final Design (100%)	S2O Design	\$30,836			\$30,836	
Phase 2, Task 2: Construction Documents	S2O Design	\$52,060			\$52,060	
Phase 2, Task 3: USACE Section 404 permit application	U.S. Army Corps of Engineers	\$0				
Phase 2, Task 4: Floodplain permit	[City of Rapid City / FEMA]	\$10,000			\$10,000	
Total		\$276,464	\$164,000	\$19,568	\$92,896	

S2O Design costs come from the Calibre Engineering professional services agreement (Appendix 2), which details labor categories, hourly rates, estimated hours, and reimbursable expenses. Overhead is included in the rates, and no WDWDD funds will be utilized to cover RCRC administrative costs.

The \$172,420 Vision Funds award also includes \$8,420 reimbursing RCRC for half of the \$16,840 feasibility study.

6. Project Partners and Contributions

Partner	Contribution	Type	Status
Vision Funds	\$172,420	Financial	Awarded July 2025
City of Rapid City	\$75,000 in project management and permitting assistance	In-kind	Committed
FMG Engineering	\$42,750 discount on surveys	In-kind	Provided
RCRC	\$8,420 (½ of initial design)	Financial and in-kind	Provided
Black Hills Flyfishers	\$TBD toward habitat improvements	Financial	[Committed / pending]

Partner	Contribution	Type	Status
South Dakota Game, Fish and Parks	\$TBD amount toward habitat improvements	Financial	[Committed / pending]
Black Hills Community Foundation	Fiscal sponsorship and fundraising support	In-kind	In progress
WDWDD (this request)	\$19,568	Financial	Requested

The FMG discount reflects the difference between the original estimate of [\$68,550] and the final cost of \$25,800.

7. Billing Method and Schedule

RCRC requests a one-time payment of \$19,568, payable to Rapid Creek Recreation Corridor Inc upon execution of the Phase 1 design contract / WDWDD approval. Funds will be applied only to Phase 1, Task 2 (Design Development). If the RFP is awarded to a firm other than S2O Design, the funds will apply to the equivalent 60% design scope. Any unused funds will be returned to WDWDD.

8. Recognition for WDWDD

- Listing as a project sponsor on the project website (<https://rapidcreekrec.com/>)
- Announcement of the grant on RCRC social media and in a press release to local media
- Acknowledgment in RCRC newsletters and in stakeholder and public meetings
- Recognition in capital campaign materials and on donor or interpretive signage at the completed park
- Invitations for the WDWDD board to the groundbreaking and park opening ceremonies

9. Final Deliverables to WDWDD

RCRC will provide WDWDD with copies of all design deliverables from S2O Design, including the 60% design package and hydraulic analysis, and will give periodic updates at WDWDD board meetings. At completion of Phase 1, RCRC will deliver a **final presentation to the WDWDD board** and a **project summary document** for WDWDD records.

10. Intellectual Property Rights

Under the Calibre Engineering professional services agreement, design documents are owned by RCRC and the City of Rapid City. WDWDD may retain, reference, and share copies of all deliverables provided under this grant for its records and public reporting.

Signature Page

Additional Information: A Feasibility Investigation and Conceptual Design (S2O Design, 2024) and a Professional Services Agreement (Calibre Engineering) have been provided to the West Dakota Administrator and will be available upon request to West Dakota Directors in advance of the October 13, 2026 meeting. These documents will not be included in West Dakota's meeting packet due to size constraints. A hard copy of each will be available for public examination at the meeting.

Rapid Creek Recreation Corridor Inc.	West Dakota Water Development District
By: _____	By: _____
Print: Justin L. Herreman	Print: _____
Title: Board President	Title: _____
Date: _____	Date: _____

Documents associated with this proposal are on the website <http://westdakotawater.org>.

- 1) Feasibility Investigation and Conceptual Design.PDF 39pg.
- 2) Professional Services Agreement.PDF 24pg.

AGENDA ITEM 10: Funding Request: Ranch at Black Gap Pond Reclamation Grant Proposal. \$59,040.
(Driscoll)

Ranch at Black Gap Pond Reclamation Grant Proposal

Restoration, Water Quality, and Downstream Protection –
September 2026

Problem or Opportunity Statement

Existing Pond and Infrastructure. The Ranch at Black Gap community pond is a pre-development stock pond and tributary to Rapid Creek. Historically, it covered approximately 194,600 square feet, or 4.5 acres, with an average depth of 5 to 6 feet. The site consists of Pierre-Grummit clay soils and includes a 335-foot-long, 14-foot-high earthen dam with two 24-inch overflow culverts.

Current Degradation. Widespread sediment runoff, vegetation growth, and limited maintenance have reduced the pond to approximately 81,829 square feet, or 1.9 acres, with an average depth of 2 to 4 feet. The pond is shifting toward marsh conditions, with cattail growth, accumulated sediment measuring approximately 80 to 95 inches before hard clay, and degraded water quality that includes traces of *E. coli*. These conditions have reduced the pond's beneficial uses.

Public Benefit and Project Opportunity. South Dakota law provides that all water in the state belongs to the people and should be put to its fullest beneficial use under SDCL 46-1-3 and SDCL 46-1-4. This project provides a clear public benefit by restoring pond capacity, improving water quality, reducing sediment impacts, improving safe access, and supporting WDWDD's mission to conserve, develop, and properly manage water resources. It will also restore beneficial wildlife and ecological habitat, improve aesthetics, and enhance recreational use.

Objective of the Project

Building on the documented pond degradation, the project will restore pond function and improve long-term water-resource management through practical conservation, water-quality, and recreation improvements within the District.

- Remove accumulated sediment and reduce future sediment movement through the drainage basin.
- Improve water quality by addressing runoff, nutrients, waste, and related contaminants.
- Stabilize the pond, shoreline, dam, culverts, and access areas.
- Restore open water by reducing unwanted vegetation and improving habitat and recreational use.
- Establish routine inspection, maintenance, and water-quality monitoring to protect the improvements over time.

WDWDD Recognition

The HOA will recognize WDWDD as a formal project partner through visible and public-facing acknowledgments, including a plaque on benches at the pond entrance, mentions on the HOA website and social media, and recognition in project materials, reports, and grant-support announcements. The HOA will include additional recognition requested by the WDWDD board.

Expected Outcomes

When completed, the project is expected to deliver measurable improvements to pond function, water quality, watershed protection, and public recreational value.

- Restore pond size, depth, safe access, and usable open-water recreation.
- Reduce sediment buildup, downstream transport, and excessive vegetation growth.
- Improve water quality, shoreline stability, soil conditions, and wildlife habitat.
- Advance South Dakota dam safety, water-quality, watershed-management, and beneficial-use goals.

Project Timeline

The project will proceed in phased work periods that move from site preparation and sediment removal to restoration, access improvements, and long-term watershed enhancements.

- **Nov.–Dec. 2026:** Drain the pond, establish a temporary channel, and remove vegetation.
- **Jan.–Spring 2027:** Excavate sediment, transport material, and reinforce the pond and dam edges.
- **Summer–Fall 2027:** Complete revegetation, access improvements, wildlife reintroduction, and an ongoing maintenance schedule.
- **2028 and beyond:** Pursue forebay, weir, watershed, trail, bridge, and recreation improvements as funding allows.

Significant Project Milestones and Associated Deliverables

Major milestones are organized by phase so each work area, deliverable, and benefit can be tracked from initial site preparation through long-term maintenance.

Phase 1: Dam Repair and Site Preparation

Repair the dam and site access areas by removing trees, debris, and vegetation; compacting disturbed areas with bentonite; improving culverts with risers and grates; adding fabric and riprap for erosion control; resurfacing the dam walkway; and restoring safe shoreline access.

Deliverable and Benefit:

Phase 1 will improve water management at the dam and culvert outlet, reduce erosion, and limit sediment and debris movement into downstream drainage areas. Stabilizing the dam and restoring inspection access will also strengthen long-term conservation and protection of the pond system and drainage path toward Rapid Creek. - Benefit Analysis – HOA 50% WDWDD 50%

Phase 2: Pond Drainage, Dredging, and Vegetation Removal

Drain the pond, construct a temporary downstream channel, remove vegetation using appropriate methods, and excavate accumulated sediment to restore depth and usable open-water area. Excavated material will be placed in designated areas away from runoff risk.

Deliverable and Benefit:

Phase 2 will improve water quality and beneficial recreational use by removing accumulated sediment, cattails, and organic material that have reduced depth and contributed to stagnant conditions. Restoring open-water capacity will improve pond function, reduce nutrient and sediment loading, protect downstream drainage areas, and provide a larger, more reliable water source for firefighting throughout the Black Hills. - Benefit Analysis – HOA 75% WDWDD 25%

Phase 3: Shoreline, Forebay, Weir, Embankment, Trails, and Bridge Improvements

Reinforce pond and dam edges with bentonite, riprap, and rock as needed. Future watershed improvements will include a sediment forebay, weir, embankments, trail relocation, and bridge improvements to improve flow and reduce future sediment loading.

Deliverable and Benefit:

Phase 3 will promote conservation, development, and management of District water resources through sediment-control improvements such as reinforced shorelines, a sediment forebay, and a weir. These improvements will slow incoming runoff, capture sediment before it reaches the pond, improve flow, and provide practical water-quality and watershed-management benefits to WDWDD and downstream areas. - Benefit Analysis – HOA 50% WDWDD 50%

Phase 4: Revegetation, Recreation, and Ongoing Maintenance

Establish appropriate vegetation, reintroduce fish and native wildlife where suitable, groom access areas and pathways, and begin annual inspections, monthly grooming, water-quality monitoring, and long-term upkeep.

Deliverable and Benefit:

Phase 4 will preserve the District's investment by improving habitat, supporting recreational water use, and establishing routine inspection, maintenance, and water-quality monitoring. Continued stewardship will reduce the likelihood of renewed sediment buildup and support long-term conservation and protection of downstream water resources. - Benefit Analysis – HOA 75% WDWDD 25%

Overall Project Budget

The budget below summarizes estimated phase costs, matching allocations, and the requested WDWDD funding contribution.

Budget Item	Item	Cost	%	HOA	WDWDD
1-A	Dam Repair	\$6,000.00	50/50	\$3,000.00	\$3,000.00
2-A	Drainage and temporary channel	\$5,500.00	75/25	\$4,125.00	\$1,375.00
2-B	Excavation and dredging	\$125,000.00	75/25	\$93,750.00	\$31,250.00
2-C	Material transport	\$30,000.00	75/25	\$22,500.00	\$7,500.00
3-A	Engineering/Consulting	\$1,500.00	50/50	\$750.00	\$750.00
4-A	Edge repair, bentonite seals, riprap, and rock replacement	\$10,500.00	50/50	\$5,250.00	\$5,250.00
5-A	Revegetation	\$3,300.00	75/25	\$2,475.00	\$825.00
	Subtotal	\$181,800.00		\$131,850.00	\$49,950.00
	10% contingency	\$18,180.00	50/50	\$9,090.00	\$9,090.00
	Total project budget	\$199,980.00		\$140,940.00	\$59,040.00

Funding request from WDWDD: \$59,040.00

Project Partners and Proponent Contributions

Project partners will contribute funding, technical support, equipment, labor, and community coordination needed to complete the work efficiently and reduce overall project cost.

- **Ranch at Black Gap Homeowners Association:** Provide project funds, in-kind labor, community coordination, and support for material, labor, and financial donations from local businesses and neighboring property owners.
- **Interstate Engineering:** Provide implementation consulting and technical guidance.
- **B2B Plumbing and Dirtwork:** Provide in-kind labor and heavy equipment operation.

Billing Method and Payment Schedule

The HOA requests reimbursement after each project phase is completed. Following completion of each deliverable, the Ranch at Black Gap Homeowners Association Board of Directors will submit phase reports and contractor or consultant invoices to WDWDD documenting completed work, project status, eligible costs, and the phase's contribution to water quality, water management, and downstream resource protection.

Final Project Deliverables

At project completion, the HOA will provide final deliverables documenting completed work, long-term maintenance commitments, and outcomes achieved with WDWDD support.

- Complete pond reclamation, sediment removal, edge reinforcement, and access improvements.
- Complete vegetation removal, revegetation, and suitable wildlife reintroduction.

- Implement the maintenance and water-quality monitoring plan.
- Provide a final project summary and presentation to the WDWDD board documenting completed work, funding use, project outcomes, and alignment with District water-resource priorities.

Intellectual Property Rights

No intellectual property rights are anticipated. WDWDD may use the final summary, photographs, and presentation materials for grant records, public reporting, and project recognition.

Approval Signatures

 Karen McGregor
 President, Board of Directors
 Ranch at Black Gap Homeowners Association

 Date

 Robin Witkop
 Treasurer, Board of Directors
 Ranch at Black Gap Homeowners Association

 Date

 Name
 Position
 Western Dakota Water Development District

 Date

 Name
 Position
 Western Dakota Water Development District

 Date

Addendum A: Pond Aerial History

Aerial photographs from 1997, 2018, 2023, and August 2026 show the pond's reduction in open water area, expansion of marsh vegetation and sediment areas, and the impact of runoff and lack of maintenance over time.



Aerial photograph of the pond in 1997 (left) and 2018 (right).



Aerial photograph of the pond and adjacent areas in April 2023.

August 2026



Addendum B: South Dakota Codified Laws

Codified Laws

Effective September 2, 2026

TITLE 46 - WATER RIGHTS

46-1-3. Water as property of people--Appropriation of right to use.

It is hereby declared that all water within the state is the property of the people of the state, but the right to the use of water may be acquired by appropriation as provided by law.

Source: SL 1955, ch 430, § 1; SDC Supp 1960, § 61.0101 (2); SL 1983, ch 314, § 1.

46-1-4. Beneficial use of water resources--Prevention of waste--Right to water from natural stream or watercourse.

It is hereby declared that, because of conditions prevailing in this state, the general welfare requires that the water resources of the state be put to beneficial use to the fullest extent of which they are capable, and that the waste or unreasonable method of use of water be prevented, and that the conservation of such water is to be exercised with a view to the reasonable and beneficial use of the water in the interest of the people and for the public welfare. The right to water or to the use or flow of water in or from any natural stream or watercourse in this state is limited to an amount of water reasonably required for the beneficial use to be served, and such right does not extend to the waste or unreasonable use or unreasonable method of diversion of water.

Source: SL 1955, ch 430, § 1; SDC Supp 1960, § 61.0101 (1); SL 2011, ch 165, § 254.

AGENDA ITEM 11: Information: Recommendation for continuation of five erosion control projects that include Star Village, LaCroix Links, Raider Park, South Dakota Mines, and Cornerstone Mission. (Erosion Control Committee)

Project	Funds allocated	Funds remaining	End date	Action recommended by erosion control committee
Star Village - Parks Dept	\$15,000	\$14,675	12/31/2026	Extend through 12/31/2027 with no increase in funds
Star Village - Tzadik	NA	\$0	Closed	Star Village to be auctioned off online Oct 26-28, per court order; thus, no action planned until a new owner is in place
LaCroix	\$37	\$37	12/31/2027	Extend through 12/31/2028 with \$4,000 in additional funding
Raider Park	\$15,000	\$6,306.30	Unspecified	Extend through 12/31/2028 with no increase in funds
SD Mines	\$15,000	\$10,048	12/31/2026	Extend through 12/31/2028 with no increase in funds
Cornerstone	\$5,000	\$1,543.00	12/31/2026	Extend through 12/31/2028 with no increase in funds

AGENDA ITEM 12: Discussion/Action: Board course of action for past landscaping/erosion projects

where landowner financial participation does not meet statutory guidelines. (See AG opinion # 26-04 item IV SDCL 46A-3E-7.) (Koth)

AGENDA ITEM 13. Discussion: Tzadik past billing for work at Star Village. (Koth)

AGENDA ITEM 14: Information: Notice of Director vacancies, Districts 7 and 9, beginning January 01, 2027. (Chair)

NOTICE OF VACANCY WEST DAKOTA WATER DEVELOPMENT DISTRICT

The office of District Director, areas 7 and 9, for the West Dakota Water Development District will become vacant as of January 01, 2027.

District 7: representing Pennington County precincts 1-4, 2-2, 2-3, 2-5, and NH; those portions of Pennington County precinct RV that are within precinct and 2-3; census tract 10906 blocks 1031 and 1032; census tract 10907 blocks 1043 and 1079; and census tract 10908 block 4009

District 9: representing Pennington County precincts 1-3, 3-1, 3-3, and 5-4.

Any person interested in filling these vacancies must physically reside within the district boundaries and submit a letter of interest to West Dakota Water Development District, 402 Saint Joseph Street, Suite 6, Rapid City, SD 57701 by January 04, 2027. Positions will be open until filled.

More information about the West Dakota Water Development District can be found at www.westdakotawater.com. Any questions can be directed to the Program administrator via email: wdwdd0@outlook.com

AGENDA ITEM 15: Information: Status update on future of Barr Engineering work on the Deerfield/Pactola modeling project. (Chair, Koth)

AGENDA ITEM 16: Chair's comments

AGENDA ITEM 17: Items from directors

AGENDA ITEM 18: Items from admin. Travel to Chamberlain, Oct 27 for Water District administrator's meeting

AGENDA ITEM 19: Items from public.

AGENDA ITEM 20: Adjournment