

CITY OF RAPID CITY  
POLICY CONCERNING MAINTENANCE OF IRRIGATION DITCHES  
WHEN INTERSECTING CITY RIGHT OF WAY OR UTILITIES

**GOAL**

To encourage orderly development, including dedication of public streets, over areas where irrigation ditch companies possess preexisting property rights.

**POLICY STATEMENT**

The Mayor and Common Council recognize the right of irrigation ditch companies to maintain and protect their property rights within any recorded or prescriptive easements. At the same time, the City also recognizes that as development occurs, new City streets and utilities will be constructed, and existing City streets and utilities will be expanded, across existing irrigation ditches. The City wishes to adopt this policy for maintenance of irrigation ditches within City right of way and at intersections with City utilities in order to clarify the City's maintenance commitments and to assist developers and irrigation ditch companies in negotiating the crossings needed for new development.

**IRRIGATION DITCH CROSSING – DEVELOPER PROJECT**

If the following occurs, the City will enter into an agreement with an irrigation ditch company to maintain, repair and/or replace the irrigation ditch for a new street/utility crossing constructed by a developer:

1. A developer who wishes to build a street and/or utilities to be dedicated to the City across an irrigation ditch negotiates the crossing(s) with the irrigation ditch company, and the two parties reach an agreement as to the nature and extent of those crossing(s), including any payment for the crossing(s).
2. The developer minimizes the number and extent of these crossings within the proposed development, and to the greatest extent possible any crossings are designed to be perpendicular to the irrigation ditch.
3. The developer includes the irrigation ditch company's written consent to the crossing(s) and information about the nature of the proposed crossing(s) with the Development Engineering Plans submitted to the City.
4. The irrigation ditch company provides any information requested by the City about the location of the irrigation ditch; the nature of the crossing(s), including flow rates; and the ditch company's property rights as established by recorded document, judicial determination, etc.

5. The City is agreeable to the nature and extent of the irrigation ditch crossing(s) proposed by the developer and agreed to by the irrigation ditch company and consents to the proposed ditch crossing(s) by approving the Development Engineering Plans.

The City will not pay the irrigation ditch company or the developer any money for these irrigation ditch crossings. However, pursuant to this policy the City will agree to incur future costs by entering into an agreement with the irrigation ditch company for maintenance, repair or replacement of the irrigation ditch once it is located within the City's right-of-way after developer construction and City acceptance of the road/utilities.

### **IRRIGATION DITCH CROSSING – CITY PROJECT**

If the City is intending to construct a City street or utilities and/or expand an existing City street or utilities that cross an irrigation ditch, the City will negotiate an agreement with the irrigation ditch company for maintenance, repair and/or replacement of the irrigation ditch. The nature of the maintenance, repair and/or replacement will depend on the type of crossing. For example, the expected maintenance of a sewer trunk line buried under an irrigation ditch will differ greatly from a four-lane road crossing an enclosed irrigation ditch within the right of way.

Prior to entering into the agreement, the irrigation ditch company will provide any information requested by the City about the location of the irrigation ditch; the nature of the irrigation ditch's existence at the proposed crossing, including flow rates; and the ditch company's property rights as established by recorded document, judicial determination, etc.

Any agreement entered into pursuant to this policy shall be filed with the Register of Deeds and shall be perpetual and binding up and inure to the benefit of the parties, their heirs, legal representatives, and successors in interest.