

ORDINANCE NO. 1331

AN ORDINANCE GRANTING TO METROPOLITAN UTILITIES DISTRICT OF OMAHA A FRANCHISE TO OWN, CONSTRUCT, OPERATE AND MAINTAIN A WATER DISTRIBUTION SYSTEM; CONVEYING THE CITY'S WATER DISTRIBUTION SYSTEM TO THE METROPOLITAN UTILITIES DISTRICT OF OMAHA; TO REVISE AND AMEND ARTICLE IX OF CHAPTER 10 OF THE RALSTON MUNICIPAL CODE, WATER FRANCHISE, AND PROVIDE FOR THE REPEAL OF ALL PROVISIONS OF THE RALSTON MUNICIPAL CODE WHICH ARE IN CONFLICT HEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO AUTHORIZE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF RALSTON, NEBRASKA.

And that on the 16th day of July, 2024, the Ralston City Council conducted a regularly scheduled public hearing, following notice and publication as required by law, at which it considered and approved a Water Franchise and System Acquisition Agreement attached as Exhibit "A" to this ordinance, as well as the revision of Article IX of Chapter 10 of the Ralston Municipal Code, Water Franchise, so that after passage of this ordinance said Article shall be repealed in its entirety and the following "Article IX. Water Franchise", shall be adopted as Article IX of Chapter 10 of the Ralston Municipal Code.

Article IX. Water Franchise

§9-1001 WATER FRANCHISE; DEFINITIONS.

Water Distribution System shall mean all water mains, pipes, structures and appurtenances necessary or convenient for transmitting, transporting, distributing, and supplying water upon, over, across and along all public rights-of-way for the purposes of fire protection, use by the inhabitants of the city, and for conveying such water into, through, or beyond the limits of the City to other users and political subdivisions.

Metropolitan Utilities District shall mean the Metropolitan Utilities District of Omaha, a municipal corporation and political subdivision of the State of Nebraska, its successors and assigns.

§9-1002 WATER FRANCHISE; GRANT.

The Ralston City Council has granted to the Metropolitan Utilities District the exclusive authority to own, construct, operate, and maintain a water distribution system within the City pursuant to the terms and conditions of a Water Franchise and System Acquisition Agreement. A copy of the Agreement, as it may be renewed or amended from time to time, shall be kept on file in the office of the City Clerk and made available for public inspection at any reasonable time. (Ref. 16-673 RS Neb.)

§9-1003 **WATER FRANCHISE; SYSTEM CONVENYANCE.**

The Ralston City Council has granted to the Metropolitan Utilities District, pursuant to the Water Franchise and System Acquisition Agreement, the City's existing water distribution system including but not limited to water main pipelines, fire hydrants, valves, pump stations, and associated appurtenances as it exists on the effective date of the Agreement.

Any and all Ordinances or portions thereof which are in conflict herewith are hereby repealed.

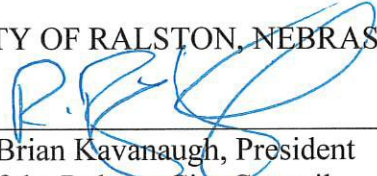
This Ordinance becomes effective upon passage by the Mayor and City Council of the City Council of the City of Ralston, Nebraska and upon its publication as provided by law.

This Ordinance is directed to be published in pamphlet form by amending the pamphlet form of the Municipal Code of the City of Ralston.

DATED this 16th day of July, 2024.



CITY OF RALSTON, NEBRASKA


R. Brian Kavanaugh, President
of the Ralston City Council

On Behalf of Donald A. Groesser,
Mayor

ATTEST:


Maura Kelly Ryan, City Clerk

APPROVED AS TO FORM:



Donald F. Ficenec, City Attorney

Exhibit "A"

WATER FRANCHISE AND SYSTEM ACQUISITION AGREEMENT

THIS WATER FRANCHISE AND SYSTEM ACQUISITION AGREEMENT ("Agreement"), entered this July 16, 2024, between the City of Ralston, Douglas County, Nebraska, a municipal corporation, and political subdivision of the State of Nebraska, ("City"), and Metropolitan Utilities District of Omaha, a municipal corporation and political subdivision of the State of Nebraska ("District").

WHEREAS, City is a City of the first class located in Douglas County, Nebraska, adjacent to the City of Omaha, a City of the metropolitan class; and

WHEREAS, the District is the natural gas and water provider for the City of Omaha and several adjacent municipalities pursuant to Neb. Rev. Stat. § 14-2101; and

WHEREAS, City is the owner of certain waterworks, water distribution system, equipment and property serving water to the residents of the City and adjacent areas; and

WHEREAS, District and City intend for District to continue providing water services to the City and its residents and further each agrees, as set forth herein, that the District will acquire from the City the waterworks, water distribution system, equipment, with some exceptions, and the City is willing to convey such system to District subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, it is agreed between the parties as follows:

I. FRANCHISE

- A. There is hereby granted to District, its successors and assigns, the exclusive right, permission and authority to own, construct, operate and maintain a water distribution system, including all necessary appurtenances and structures therefore, and including the existing water distribution system installed by others, within the limits of the City, as the same now exists or hereafter may be extended, for a period of twenty-five (25) years from and after the effective date of this Ordinance; and for this purpose there is also further granted to the District the right, permission and authority, during the franchise period, to own, construct, operate and maintain, in , upon, over, across and along all of the streets, avenues, alleys, bridges and public places of the City, all mains, pipes, structures and appurtenances necessary or convenient for transmitting, transporting, distributing and supplying water for domestic, manufacturing, industrial, public and fire protection purposes for which water may be used by the inhabitants of the City during the terms hereof and for the purpose of transmitting, transporting and conveying such water into, through or beyond the immediate limits of the City to other customer, villages or cities.

- B. Upon agreement by the parties, this Franchise may be renewed for an additional twenty-five (25) year period under terms and rates agreeable to both parties negotiating in good faith.
- C. This Franchise allows the District to continue to use all existing and future publicly dedicated streets, avenues, alleys, bridges, and public rights of way to repair, maintain, replace, modify, extend and relocate all or any part of its water distribution system as it deems necessary. District shall, in performing any work in connection with its water distribution system, avoid, so far as may be practicable, interfering with the use of any street, alley or other highway, and where the paving or surface of the street is disturbed, District shall, at its own expense, replace such paving or surface of the streets, alleys, or other highways in as reasonably good a condition as existed before work was commenced. District shall obtain from City all required permits for street openings in connection with work on its water distribution system, but City shall waive any permit fees on such permits issued to District. In the event of emergency street openings, District shall obtain the permit as soon thereafter as practicable.
- D. The District shall provide water services to its existing ratepayers and any new ratepayers within the City's corporate boundaries and extra territorial jurisdiction as such boundaries may be modified from time to time by the City.
- E. Such water services are provided by the District within the City pursuant to the District's Water Rules and Regulations as the same exist as of the effective date of this Agreement and as they may be modified from time to time by the District, and as similarly provided to all ratepayers and municipalities within District's boundaries.
- F. The District will continue to keep all public fire hydrants within the City in good and working condition pursuant to all relevant District Water Rules and Regulations.
- G. In the event the District is required to initiate water use restrictions, those ratepayers within the City shall be treated in the same manner as all other customers within of the District within the city of the metropolitan class.
- H. The parties acknowledge that the water to be supplied to City from the District's is fluoridated in accordance with Neb. Rev. Stat. § 71-3305 and the rules and regulations of the State of Nebraska.
- I. No provision within this Agreement shall be construed to create any property right or interest of any nature in, over, along, under or across any public right of way within the City nor shall it preclude the City from making any change or modification to its public rights of way as it deems necessary.

- J. All ratepayers within the City boundaries as they exist as of the effective date of this Agreement and as they may change from time to time as determined by the City, will be subject to all applicable rules and regulations established by the District.
- K. The District will charge all ratepayers within the City boundaries the appropriate rate schedule mandated by those ratepayers' respective agreements with the District as established by and modified by the District, being the same rate schedules charged by the District to its other ratepayers within the District's water service boundary.
- L. The Parties agree that all of the District's Water Rules and Regulations including those rates and services set forth in its Billing Price Book as they exist on the effective date of this Agreement and as they may be amended from time to time by the District shall apply to the area subject to this franchise in the same manner as they apply throughout the remainder of the District's water service boundary, including the payment of all sums as may be required by Neb. Rev. Stat §14-2139.
- M. In the event that a change in grade or location of any street, alley or bridge within the City or other construction or repair work required by the City requires the relocation or alteration of any portion of the water distribution system, the District shall be reimbursed by the City for the cost thereof.


II. CITY WATER DISTRIBUTION SYSTEM CONVEYANCE

- A. The City hereby conveys and the District hereby accepts any and all facilities that comprise the City's water distribution system as of the effective date of this Agreement including but not limited to water main pipelines, fire or other hydrants, valves, pump stations and any associated appurtenances with the exception of any water service lines as further described in this Agreement or as defined in the District's Water Rules and Regulations.
- B. City shall provide to District any and all drawings, documents and records associated with the water distribution system including any engineering designs or drawings that show the location of any of the facilities that comprise the City's water distribution system.
- C. City shall assign any and all property rights including easement rights it may have as of the date of this Agreement necessary for District to operate its water distribution system.
- D. District accepts and acquires the City's water distribution system as it exists as of the date of this Agreement, including such parts of the water distribution system that do not meet the District's engineering specifications and standards.

IN WITNESS WHEREOF, the parties through their duly authorized officers,
execute this Agreement

City of Ralston

Metropolitan Utilities District
Of Omaha



R. Brian Kavanaugh, President
of the Ralston City Council

On behalf of Donald A. Groesser,
Mayor

Approved as to form:



Donald F. Ficenec, City Attorney
