



Date: _____

Permit # _____

6400 El Verde Road, Leon Valley, TX 78238
Phone: (210) 684-1391 X226 Fax: (210) 509-8288

BULK WATER PERMIT APPLICATION

Fee: \$65.00

Deposit: \$1,000.00

(A portion of the deposit is refundable upon return bulk water meter, valve, fittings, chain, and hydrant wrench-in issued condition-and upon payment of final bill)

BULK WATER RATE: \$2.42 PER 1,000 GALLONS

I. Applicant Information

Name(Applicant): _____

Business Name: _____

Property Address: _____

Phone No.: () _____

Email Address: _____

**HYDRANT
LOCATION:** _____

II. Water Meter Information

Meter Serial No.: _____

Meter Reading (OUT): _____

Meter Reading (IN): _____

Date (OUT): _____

Date (IN): _____

III. Agreement

The applicant agrees to install the meter at the hydrant location specified herein. The hydrant valve shall be operated with a hydrant wrench only. Additionally, the hydrant valve is to be opened to full position. The applicant's water use will be by meter gate valve only.

Applicant's Signature

Date

FOR OFFICE USE

PERMIT ACCOUNT: 100-43010
DEPOSIT ACCOUNT: 200-221290
SALES ACCOUNT: 200-45030

BULK WATER METER AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Bulk Water Meter Agreement (“Agreement”) is hereby made by and between _____, a Texas _____ corporation, hereinafter referred to as “Contractor” and the City of Leon Valley, a Texas municipal corporation, hereinafter referred to as “City”. City and Contractor may be referred to herein individually as a “Party” or collectively as “the Parties.”

WHEREAS, Contractor desires the temporary use of temporary fire hydrant bulk water meters during certain construction operations; and

WHEREAS, the City agrees to the use of temporary fire hydrant bulk water meters during certain construction operations provided that Contractor comply with all terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the undersigned Parties agree to the terms and conditions outlined below.

I. Purpose

This Agreement between the Parties provides for the temporary use of temporary fire hydrant bulk water meters during certain construction operations, according to the terms and conditions detailed below.

II. Authority

The Parties each are authorized to make this Agreement. The signers of this Agreement represent that they have full authority to execute this Agreement on behalf the Party for which they are signing.

III. Definitions

City of Leon Valley Water System shall mean -Water distribution systems owned by City.

Meter shall mean - A water meter that measures the quantity of water supplied through the meter.

Contractor shall mean - Undersigned applicant through its authorized representative.

IV. Terms and Conditions

A. Contractor acknowledges that it shall be responsible for the following:

1. Use the meters only on fire hydrants owned and operated by City and connected to the City's water distribution system.
2. Obtain written approval from City to withdraw water from the City's fire hydrant for any purpose other than as authorized by this Agreement.
3. The safekeeping of the meter, valve and connections.
4. Comply with backflow protection requirements for all water hauling equipment and/or potable water mixing tanks.
5. Provide current information to the City as to water, fire hydrant, and meter use and locations of use. Also provide current address and contact information for Contractor.
6. Comply with all City instructions, including immediate return of meters upon request.
7. Use water withdrawn from a fire hydrant only for the purpose described in this Agreement.
8. Immediately comply with any order given by the City, a firefighter, or a law enforcement officer to cease withdrawal of water from a fire hydrant.
9. Report to City at six (6) month intervals.

B. Contractor understands and agrees that it shall:

Comply with applicable regulations and procedures relating to withdrawal of water from a fire hydrant by performing the following procedures:

1. Use the meter to measure the volume of water withdrawn from a fire hydrant.
2. Inspect the fire hydrant before operation to verify the fire hydrant is in working order without any deficiencies; if a deficiency is found, do not use the fire hydrant and report the problem immediately to the City at 210-681-1232.
3. Open or close a fire hydrant with a special fire hydrant wrench that is designed and manufactured for that purpose.
4. Open a fire hydrant slowly to a fully open position and use a fire hydrant only in a fully open position.
5. Close a fire hydrant slowly to a completely closed position when not in use.
6. Regulate the volume or flow of water from a fire hydrant by using a utility-installed gate valve for a fire hydrant-mounted meter with a reduced pressure backflow prevention assembly.
7. Not attach more than one meter to a fire hydrant and shall not preclude access to any remaining fire hydrant attachment openings.

8. Be liable for the loss or any damage sustained to the meter, valve or connections during its period of use

C. The Contractor understands and agrees that it shall not:

1. Make an unmetered withdrawal of water from a fire hydrant.
2. Use a fire hydrant valve to regulate the valve or flow of water withdrawn from the fire hydrant.
3. Open or close a fire hydrant except with a special fire hydrant wrench.
4. Obstruct a fire hydrant or street right-of-way or create a hazard to a person or property while withdrawing water from a fire hydrant.
5. Damage, destroy, or tamper with a meter installed on a fire hydrant.
6. Violate any applicable laws or regulations or use the fire hydrant, meter, valves, connections or other equipment in an unsafe manner.
7. Withdraw water from a fire hydrant for subsequent resale.
8. Mount any meter on a vehicle.

V. Rates and Fees: Security Deposit

Contractor shall pay the rates and fees set forth by City as well as any applicable security deposit(s). Contractor understands and agrees that rates, fees and security deposits are subject to change at any time.

Contractor also understands and agrees that a 5% gross penalty amount will be due and payable after ten (10) days from the payment due date. In the event of non-payment of any bill by the Contractor, City may suspend or terminate service and the Contractor shall not be able to contract for any additional meters until all arrears from the current Agreement have been satisfied.

VI. Other Provisions

The City may disconnect the meter or any other equipment at any time or interrupt service should it determine that operation of a fire hydrant, meter or other equipment constitutes a threat to public health or safety, the environment, the operation of the public water system, or contamination of the water supply.

In the event this Agreement is revoked by the City as a result of Contractor's violation of the terms hereunder, Contractor shall not be entitled to a refund or credit for fees paid or deposits made.

Contractor shall be liable for all damages resulting from the operation and use of City property, Contractor's property, and for any violations of the terms of this Agreement.

VII. Indemnification

CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY OF LEON VALLEY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY OF LEON VALLEY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to CITY OF LEON VALLEY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATNES OF CITY OF LEON VALLEY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise CITY OF LEON VALLEY in writing within 24 hours of any claim or demand against CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. CITY OF LEON VALLEY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, CITY from the consequences of CITY' OWN NEGLIGENCE, provided however, that the INDEMNITY provided for

in this section SHALL APPLY only when the NEGLIGENT ACT of CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no Agreement when the negligent act of CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF CITY AND IN THE NAME OF CITY, any claim or litigation brought against CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

VIII. Notice

For purposes of this Agreement, all notices among the Parties shall be deemed sufficient if in writing and mailed certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

CITY:

Public Works Department
City of Leon Valley
6400 El Verde Road
Leon Valley, Texas 78238
Attn: Director

With a copy to:

City Attorney
City of Leon Valley
6400 El Verde Road
Leon Valley, Texas 78238

CONTRACTOR:

Notices of changes of address shall be made in writing and delivered to the last known address of each other Party within five (5) business days of the change.

IX. Term

The term of this Agreement shall be for a period of one (1) year or while the meter is being used by Contractor during the construction period, whichever is greater. Notwithstanding the foregoing, either party may terminate this Agreement in the event the other party materially breaches a provision herein and the breach is not cured within ten (10) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than ten (10) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.

X. Assignment

No Party may assign or transfer its interest in this Agreement or any portion thereof without the prior written consent of the City. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third person or party.

XI. Governing Law and Venue

The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Bexar County, Texas.

XII. Gender and Tense

Words of either gender used in this Agreement shall be held and construed to include the other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XIII. Independent Contractor

It expressly is agreed and understood that each Party is and always shall be deemed to be an independent contractor responsible for its respective acts or omissions and that each of the other Parties shall be in no way be responsible therefore, and that no Party hereto has authority to bind the any other Party nor to hold out to third parties that it has the authority to bind the any other Party. Nothing herein contained shall be deemed or construed to create the relationship of employer-employee, principal-agent, an association, joint venture, partners, partnership or impose a partnership duty, obligation or liability among the Parties. No third-party beneficiaries are created by this Agreement. This Agreement is not intended to and shall not create any rights in or confer any benefits upon any other person other than the Parties hereto.

XIV. Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the City Charter, the City of Leon Valley Code or ordinances of City, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision never was contained herein; it also is the intention of the Parties hereto, in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, thereby is added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provisions as may be possible, to be legal, valid and enforceable.

EXECUTED on this _____ day of _____, 2018.

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Company Name: _____

**CITY OF LEON VALLEY,
A Texas municipal corporation**

By: _____, Planning & Zoning Director for
Kelly Kuenstler
City Manager

APPROVED AS TO FORM:

_____/s/_____
Denise Frederick
City Attorney

Attachment "A"

Contractor Information Disclosure:

Contractor:

Mailing Address:

Phone Number:

Number and size of meters requested:

Purpose of fire hydrant usage:

Current Charges and Fees

Property and Payment Security Deposit - \$1,000.00 per meter.

Water used will be billed at a rate of \$2.42/1,000 gallons.