



Fire Hydrant Meter Contract

A water account must be established through City of Lubbock Utilities prior to entering into a Fire Hydrant Meter Service Agreement. The location to set-up a water account is at City of Lubbock Utilities, 1301 Broadway, Lubbock, TX 79401 and contact number is 806-775-2509.

City of Lubbock Water Utilities approves this agreement provided that the applicant comply with all the following terms and conditions of this application.

The following terms shall have the defined meaning in this Agreement:

- a. **City** - City of Lubbock Water Utilities
- b. **Agreement** – This Fire Hydrant Meter Use Agreement as executed by Contractor.
- c. **Meter** – A fire hydrant meter that measures the quantity of water supplied through the register and additional backflow prevention assembly.
- d. **Contractor** – Undersigned applicant and authorized representatives

This Meter Agreement is made and entered into on this _____ day of _____, _____, by and between City to Contractor (Name) _____.

Water usage for: _____

Location of fire hydrant (i.e. cross streets): _____

An Agreement must be executed to continue utilizing Meter for each subsequent year. Meter shall be returned to 406 Municipal Drive, Lubbock for an annual inspection and visual reading. Contractor shall return Meter to the City for routine repairs, backflow test and maintenance on this _____ day of _____, _____ (TAC Title 30, Part 1, Chap. 290, Subchap., D Rule, 290.44).

City hereby permits Contractor to purchase water from City for construction work purposes along with all nonprofit, community, nonconstruction and nonutility entities for special events using Meter H- _____ (Section 22.03.004). The first Meter read is _____.

Contractor initial the applicable purpose for the Meter and remit the following fee:

Initials Deposit fee for construction work is \$1,545.00 (Section 22.03.083).

Initials Deposit fee for in-house construction project – yellow Meter - is \$1,545.00 (Section 22.03.083).

Name of project: _____

Approximate completion date of project: _____

City of Lubbock Project Manager: _____

After project is completed the yellow Meter shall be returned to 406 Municipal Drive, Meter Shop.

Initials Deposit fee for a special event for a nonprofit, community or other non-construction and non-utility entity shall be \$50.00 per day with a minimum of \$150 for a small hose-end assembly (Section 22.03.083).

Number of days of use: _____

Total deposit: _____

Initials There is no deposit fee for a city department (Section 22.03.083).

Name of department: _____

Project name: _____

Approximate completion date of project: _____

After project is completed the yellow Meter shall be returned to 406 Municipal Drive, Meter Shop.

Contractor has read and agrees to the following:

The application is not complete unless each section has been initialed.

Initials Meter shall be, and remain the property of City and may not be assigned or subleased by Contractor, nor shall Contractor allow the use of the fire hydrant meter by any other party (Section 22.03.005).

Initials All Meter reads will need to be reported by the 18th day of each month or on the next business day following if the date falls on a weekend or holiday. Monthly reads can be reported either by phone number 806-775-2528 or e-mail FHmeterreads@mylubbock.us or on-line www.mylubbock.us/fhmetros -view Attachment A: *How to Submit a Fire Hydrant Water Meter Read* which is attached and incorporated into this Agreement by reference. When submitting the read include: company name, Meter number, read of Meter all 6 digits, location, field contact and call back number. A read shall be reported monthly even if there is no consumption (Section 22.03.82). Monthly inspections may be performed by City (Section 22.03.007). If you have questions on reporting Meter reads call 806-775-2682.

_____ All non-fire use of water from a 3-inch Meter shall be charged and Contractor agrees to pay a
Initials monthly base charge rate and shall pay a monthly base charge (Sections 22.03.084). In addition, the water furnished by the City will be charged at a volume block rate set by ordinance (Section 22.03.085). Note that rates are subject to change on a yearly basis. In the event you do not provide a Meter reading by the due date, usage will be estimated for the Meter and volume rates will be billed using the previous usage (Section 22.03.092). If no reporting of a Meter reading has occurred the City will use an average default usage to estimate the volume charges for the bill. Contractor shall not be entitled to a refund or credit for delayed Meter read reporting.

_____ Contractor shall operate Meter according to the Fire Hydrant Operating Procedures.
Initials

_____ Contractor shall utilize Meter only on fire hydrants owned and operated by City. Meter shall
Initials stay within the City limits.

_____ Contractor shall daily inspect Meter before operation to verify it is in working order without
Initials any defects; if a defect is found, do not use Meter and report the problem immediately to City at 806-775-2682 or 806-775-3740 located at 406 Municipal Drive during the hours of 8:00 a.m. – 5:00 p.m (Monday through Friday). Failure to keep Meter in good working order will result in Meter being pulled from the job site.

_____ Inspection, repair and exchange of Meters shall be conducted at at 406 Municipal Drive,
Initials Water Meter Shop, Lubbock, Texas 79403 during the hours of 8:00 a.m. – 5:00 p.m (Monday through Friday). (Section 22.03.005).

_____ In the event Meter is lost or stolen, Contractor shall report Meter number immediately to City
Initials 806-775-2682 or email FHmeterreads@mylubbock.us or visit 406 Municipal Drive during the hours of 8:00 a.m. – 5:00 p.m (Monday through Friday) with Water Meter Shop staff or Customer Relations staff. Base charges will be applied to Contractor account until City is notified of theft or loss of Meter. Contractor forfeits all of the security deposit.

_____ Meters shall be equipped with a reduced pressure principal assembly (RPZ), to be installed
Initials by the City. A RPZ is the minimum protection for a Meter being used for a temporary water supply during construction or other uses that may pose a potential contamination hazard to the public water supply (Section 28.10.053 (b) (8)). Failure to comply will result in Meter being removed. Violation of any provision shall be deemed an unlawful act and punishable. Notwithstanding, the right to immediately discontinue water service without notice (Section 28.10.056).

_____ Contractor shall be liable for the loss or any damage sustained to the meter, valve, register,
Initials reduced pressure zone backflow prevention assembly (RPZ) or connections during its period of use. Contractor shall pay for the cost of repair. If Contractor does not pay for the cost or repair, City shall use the deposit. Any portion of the deposit used must be repaid to City by Contractor before Contractor can continue using water through the Meter (Section 22.03.083). Contractor shall not attempt to repair or adjust Meter in any manner (Section 22.03.005).

Initials Contractor agrees that any alterations to Meter shall cause the forfeiture of security deposit to the City, the same to be considered liquidated damages.

Initials Contractor failure to return Meter for routine maintenance by the date specified will result in the forfeiture of the security deposit and Contractor will be prevented from obtaining any additional Meters from City.

Initials In the event Contractor retains or refuses to deliver Meter shall be considered stolen property. A report shall be filed with the Lubbock Police Department. The information on this form will be given to the Lubbock Police Department to aid them in their investigation (Section 22.03.021).

Contractor shall:

1. Comply with applicable regulations and procedures relating to withdrawal of water from a fire hydrant. Use only one connection to a fire hydrant.
2. Immediately comply with an order given by City, a firefighter or a law enforcement officer to cease withdrawal of water from a fire hydrant and/or disconnect all equipment and leave the area.
3. Contractor shall not be entitled to utilize a Meter to access water from a fire hydrant of the City in the event Contractor shall owe an outstanding balance on any permitted Meter account.
4. Use water withdrawn from a fire hydrant only for the purpose described in this application.
5. Open or close a fire hydrant with a fire hydrant wrench that is designed and manufactured for that purpose.
6. Open a fire hydrant slowly to a fully open position and use a fire hydrant only in a fully open position.
7. Close a fire hydrant slowly to a completely closed position when not in use. Contractor shall ensure that there is no water leaking from the meter or other related equipment used with the meter.
8. Contractor shall follow all City Ordinances pertaining to water restrictions and conservation found in the City's Water Usage Management Plan (ARTICLE 22.08).

Contractor shall not:

9. Use another piece of equipment not intended to open/close a fire hydrant.
10. 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.
11. Damage, destroy, or tamper with a meter installed on a fire hydrant.
12. Violate any applicable laws or regulations or use the fire hydrant, meter, valves, connections or other equipment in an unsafe manner.
13. Withdraw water from a fire hydrant for subsequent resale.

City shall have the right to terminate this Agreement at any time without prior notice to Contractor. City may disconnect and confiscate Meter or any other related equipment at any time or interrupt service should it determine Contractor has not complied with the terms of this Agreement or that operation of a fire hydrant, or Meter constitutes a threat to public health or safety, the environment, the operation of the public water system or contamination of the water supply. Upon such termination or upon demand by City, Contractor shall return Meter to the Water Utilities Meter Shop located at 406 Municipal Drive, Lubbock Texas.

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

Contractor agrees to and shall abide by the City Agreement. Contractor undersigned and authorized owners shall be considered the responsible party. Contractor shall provide two contact parties' information, which shall include the undersigned and an authorized owner and/or financial officer. The undersigned shall provide a valid driver's license bearing a picture of the undersigned, or a picture identification provided by the Department of Public Safety.

Deposit Information:

Deposit can be made by check or credit card. Make the check payable to the City of Lubbock Water Utilities.

If subsequent Agreement is completed for another contractual year a deposit shall be required.

Contractor shall be required to pay a security deposit for each meter received and complete a separate Agreement.

The application is not complete unless each section has been completed.

Primary Contractor Contact Information:

(Your City of Lubbock Utilities account/billing statement mailing address shall reflect the mailing address herein this Agreement)

City of Lubbock Utilities Account Number (14 digits): _____

Person Full Name: _____

Title: _____

Business Name: _____

Business Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Business Physical Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone Number: _____

Cell Phone Number: _____

Driver's License or picture ID number and State _____

Secondary Contractor Owner or Financial Officer Contact Information:

Person Full Name: _____

Title: _____

Main Business Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Business Direct Phone Number: _____

Cell Phone Number: _____

Contractor Signature: _____ Date: _____

Initials I certify that I have received and read all pages of the Agreement and Attachment A: How to Submit a Fire Hydrant Water Meter Read.

Initials I understand that by accepting the terms and conditions in this contract that I will forfeit deposit if I do not follow all of City's rules and regulations regarding Meter.

This Agreement shall terminate on this _____ day of _____, _____.

OFFICE USE ONLY

Check each field for completion.

Approving Signature

Date

Verify Contractor's utilities account number on CIS along with mailing address on Agreement. _____

Agreement is initialed, signed and dated by Contractor. _____

Primary and secondary contacts with contact information are completely provided. _____

Attached copy of driver's license, completed meter card, and deposit check. _____

Attached a credit card authorization form if applicable. _____

Make copy of Agreement and provide to Contractor. _____

Provide Contractor with the original white copy of the City receipt. _____