

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20050008-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Authorize the Chairman on behalf of the BOCC to approve an Addendum to the Agreement for the Wholesale Sale of Potable Water by Lee County to the City of Cape Coral, dated 1-27-04. Approve FY04/05 budget Amendment Resolution in the amount of \$166,619.^{r.m.}

WHY ACTION IS NECESSARY:

An addendum to the original interlocal agreement dated 1-27-04 is required so that Lee County Utilities may sell potable water on a wholesale basis to, and as requested by, the City of Cape Coral over an initial period of 20 years so that it may provide water service to the developing portions of the City. In addition, the addendum provides for the sale of the County's water main along a portion of Pondella Road to the City for the amount of \$166,618.66.

WHAT ACTION ACCOMPLISHES:

The addendum will establish an increase in capacity to be purchased, transfer of ownership of facilities, location of interconnects, and responsibilities of each party.

2. DEPARTMENTAL CATEGORY: 10

CIOC

3. MEETING DATE:

01-25-2005

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Interlocal Agreement
Addendum

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, P.E., Utilities Director
- DATE: 1/10/05

7. BACKGROUND

The City of Cape Coral is experiencing development growth and does not presently have, or anticipates having in the near future, potable water facilities to service certain areas. The City has requested that LCU provide potable water to the City on a wholesale basis. LCU has the treatment capacity available to provide up to 0.78 million gallons per day of potable water to the City for the term of the Agreement. LCU will charge the current potable water bulk rate as established by Resolution 03-10-18.

(CONT'D.)

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <i>1-10-05</i>		N/A	<i>M</i> M. Crumpton Date: <i>1/10/05</i>	<i>S. Couvert</i> Date: _____	<i>P.M</i> 1/10/05	<i>OM</i> 1/12	<i>OR</i> 1/12/05	<i>GC</i> 1/11/05	<i>J. Lavender</i> Date: <i>1-10-05</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/10/05*
Time: *2:10*
Forwarded To: *C. Crumpton*
1/10/05

RECEIVED BY
COUNTY ADMIN:
1/10/05
3:45 pm
COUNTY ADMIN
FORWARDED TO: *PM*
1/12/05
11am

The attached Addendum allows an additional interconnect between the City of Cape Coral and Lee County at Pine Island Road and US 41 which will enable the City to serve that site.

The Addendum also conveys a water line along Pondella Road from Lee County to the City of Cape Coral. Included in the transfer of the water line is a service area that includes current customers located inside and outside the City limits of Cape Coral, as well as an enclave of Lee County parcels that are surrounded by City parcels that could potentially extend the Pondella Road water line or extend from the Pine Island Road water line. The cost for the conveyance is \$166,618.66, which reflects the costs incurred by Lee County for the relocation of the water line as part of the Pondella Road widening project.

Also, DJ Realty is requesting annexation of several parcels into the City. As a condition for annexation, the City is requesting a release from Lee County for utility service rights. Conveyance of the Pondella Road water line will release the service rights for the parcels currently requesting annexation. Reimbursement for relocation costs was a condition for the release of service rights for these parcels.

Funds will be depposited into 005360048730.364410.9006 ^{p.m.}

Attachments: Copy of Agenda Request Form for City of Cape Coral Meeting Date 1-10-05
Original of Addendum to Agreement (3 Originals)



RESOLUTION

Amending the Fund 48730 Lee County Utilities Capital budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 48730 Lee County Utilities Capital budget for \$166,619 of the unanticipated revenue from an Interlocal agreement with Cape Coral and an appropriation of a like amount into reserves and;

WHEREAS, the Fund 48730 Lee County Utilities Capital budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$55,933,469
Additions		
OD5360048730.364410.9006	Sale of Fixed Assets	\$166,619
Amended Total Estimated Revenues		\$56,100,088

APPROPRIATIONS

Prior Total:		\$55,933,469
Additions		
GC5890148730.509910	Reserve for Contingencies	\$166,619
Amended Total Appropriations		\$56,100,088

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 48730 Lee County Utilities Capital budget is hereby amended to show the above additions to its Estimated Revenue and appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ___ day of _____, 2005.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

AGENDA REQUEST FORM
City of Cape Coral, Florida

COPY

MEETING DATE 01/10/2005	
Consent Agenda Item	<input type="checkbox"/>
Admin Discussion Item	<input type="checkbox"/>
Personnel Action	<input type="checkbox"/>
Committee of the Whole	<input type="checkbox"/>

AGENDA ITEM	
NO.	_____
DPO	_____
INTRO	_____
PH	_____
PH	_____

TITLE:	
Addendum to Agreement for the Wholesale Sale of Potable Water by Lee County, Florida to the City of Cape Coral, Florida dated January 27, 2004.	

REQUESTED ACTION:	
Motion to approve the Addendum to Agreement for the Wholesale Sale of Potable Water by Lee County, Florida to the City of Cape Coral, Florida dated January 27, 2004.	

SUMMARY EXPLANATION AND BACKGROUND:	
<ol style="list-style-type: none"> 1. City Council previously approved annexation of the Judd Creek property on Pine Island Road and U.S. 41. This Addendum adds an additional interconnect between the City and Lee County at Pine Island Road and U.S. 41 to enable the City to serve this site. 2. This Addendum conveys a water line along Pondella Road from Lee County to the City of Cape Coral. Included in the transfer of the water line is a service area that includes current customers located inside and outside the City limits of Cape Coral, as well as an enclave of Lee County parcels that are surrounded by City parcels that could potentially extend the Pondella Road water line or extend from the Pine Island Road water line. The cost for the conveyance is \$166,618.66, which reflects the costs incurred by Lee County for the relocation of the water line as part of the Pondella Road widening project. 3. DJ Realty is requesting annexation of several parcels into the City. As a condition for annexation, the City is requesting a release from Lee County for utility service rights. Conveyance of the Pondella Road water line will release the service rights for the parcels currently requesting annexation. Reimbursement for relocation costs was a condition for the release of service rights for these parcels. DJ Realty has agreed to reimburse the City for the costs to convey the Pondella Road water line from Lee County to the City, which will be the subject of a separate loan agreement between DJ Realty and the City. 4. The Addendum increases the available capacity from 0.5 million gallons per day to 0.78 million gallons per day. 	

LEGAL COMMENTS:	
Reviewed by: _____	

EXHIBITS: (LIST)	
<ol style="list-style-type: none"> 1. Addendum to Agreement for the Wholesale Sale of Potable Water by Lee County, Florida to the City of Cape Coral, Florida dated January 27, 2004. 2. Agreement for the Wholesale Sale of Potable Water by Lee County, Florida to the City of Cape Coral, Florida dated January 27, 2004. 	

PREPARED BY:	SOURCE OF ADDITIONAL INFORMATION:
Julie Harrigan (Ext. 1545) Business Systems Analyst Utilities Expansion Division Public Works Department	George Reilly (Ext. 1729) Utilities Manager Public Works Department

SUBMITTED BY:	
_____	_____
Terry Stewart, City Manager	Chuck Pavlos, Public Works Director
Date	Date

COUNCIL ACTION:	
_____	_____
Bonnie J. Vent, City Clerk	Date

**ADDENDUM TO
AGREEMENT FOR THE
WHOLESALE SALE OF
POTABLE WATER
BY LEE COUNTY, FLORIDA
TO THE CITY OF CAPE CORAL, FLORIDA**

THIS ADDENDUM is made and entered into this _____ day of _____, 2005, and amends that certain Agreement entered into January 27, 2004, and between the **LEE COUNTY**, Florida, a Charter County and a political subdivision of the State of Florida ("County") and the **CITY OF CAPE CORAL**, a Florida municipal corporation ("City"), collectively the "Parties",

WHEREAS, the original Agreement dated January 27, 2004, contemplates that it can apply to more than one interconnect location; and

WHEREAS, the City desires to increase the capacity availability for purchase, on an as needed basis, from 0.5 million gallons per day, plus or minus, to 0.78 million gallons per day, plus or minus; and

WHEREAS, both Parties have the legal authority to enter into an Agreement for the wholesale sale and purchase of treated potable water; and,

WHEREAS, both Parties find that this Agreement serves a public purpose and is to the public's benefit.

NOW THEREFORE, in consideration of the above, and the conditions, covenants, and obligations between the Parties as outlined further herein, the sufficiency of which is accepted by the Parties hereto, the Parties agree as follows:

1. Paragraph 1.2 is amended as follows:

The County agrees to provide and the City agrees to accept, as needed, pursuant to the terms and conditions set forth herein, up to plus or minus 0.78 million gallons per day (mgd) of finished potable water from the County, treated in accordance with and conforming to the existing standards of the Florida Department of Environmental Protection, the Florida Department of Health, and/or Lee County Health Department, and all other governmental bodies having regulatory jurisdiction over such matters, as may be modified by those agencies from time to time. The County represents to the City that its water treatment facilities are presently operating and producing treated potable water in accordance with existing regulations and standards and will deliver a minimum chlorine residual of 1.5 mg/L at the point of connection. Both Parties further agree that during the life of this Agreement, the water quality shall be maintained at a level to conform

with present and future requirements of all regulatory agencies having jurisdiction thereof, or in the event there are any changes in the regulations of the relevant regulatory agencies, both Parties shall have use of all necessary time that is allotted by the specific regulatory agency to bring the water quality to the new regulated standards. The City shall maintain an active Cross Connection Control Program that shall protect the County's potable water supply system from all potential contamination sources originating within the area being served by this Agreement.

2. Paragraph 3.3 is amended as follows:

3.3 The County shall remain and be responsible for all maintenance, repairs, testing, and calibrations of its Meter(s) for the wholesale potable water services to the City. The Meter(s) shall be readily accessible for reading, testing, maintenance, and be installed above ground with gate valves on either side in accordance with the current edition of the County's Utilities Operations Manual. Meter(s) shall be surrounded by a six (6) foot high black vinyl security fence with a ten (10) foot wide lockable gated access. The "Points of Connection" are described as follows:

3.3.1. A sixteen (16) inch Meter shall be located in the vicinity of the intersection of U.S. 41 and Del Prado Boulevard in a location mutually agreed upon by both Parties, and shall be known as the "Point of Connection 1".

3.3.2. A meter size, type, and manufacturer to be determined and agreed upon between the Parties), shall be located in the vicinity of the Home Depot on Pine Island Road west of U. S. 41, in a location mutually agreed upon by both Parties, and shall be known as the "Point of Connection 2".

3.3.3. A meter (size, type, and manufacturer to be determined and agreed upon between the Parties), shall be located on Pondella Road near the City's eastern boundary line at NE 25th Avenue, in a location mutually agreed upon by both Parties, and shall be know as the "Point of Connection 3"

3. Transfer of the Pondella Road water line by County to City. County shall transfer the potable water line from Point of Connection 3 west until it ends to the City. County shall transfer all service rights for parcels as described in Exhibit A to City. City shall pay to County the sum of One Hundred Sixty-Six Thousand Six Hundred Eighteen and 66/100 Dollars (\$166,618.66) within sixty (60) days of execution of this agreement as payment in full for the transfer of the potable water line (see Exhibit A) and all service rights for parcels described in Exhibits B, C and D, whether existing

customers or future customers. County shall provide a copy of the as-built records to City for the potable water line within sixty (60) days of execution of this agreement. County shall notify existing customers in writing of the transfer of service upon execution of this agreement. City shall coordinate with County in replacement of meters for final County billing and initial City billing of existing customers. No utility capital expansion fees or contribution in aid of construction fees shall be due from existing customers only, except for Honc Brothers LLC, 1130 Pondella Road. The Honc Brothers LLC property is part of a proposed annexation and payment of contribution in aid of construction and utility capital expansion fees is a condition of service and annexation.

4. All references in the original agreement to "Meter" not specifically addressed by this Addendum, shall now be referred to "Meter(s)".

5. All references in the original agreement to "Point of Connection" not specifically addressed by this Addendum, shall now be referred to as "Point(s) of Connection".

6. Paragraph 3.9 is amended as follows:

After any termination of this Agreement pursuant to Article IV or whenever the City connects an area being served by this Agreement to its own water supply system, the interconnect associated with the area may be utilized in the future in instances of declared emergencies and subject to agreement of the parties. The County shall be responsible for installing, at its expense, a Meter on the County side of the interconnect at a future date for measuring any emergency potable water provided to the County. Charges for the use of either Party's potable water shall be in accordance with any agreement between the Parties in existence at the time of said emergency sale and purchase.

7. Except as specifically amended hereby, the Parties reaffirm the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials, on the date above first written.

ATTEST:

CITY OF CAPE CORAL, FL

By: _____
Bonnie J. Vent, City Clerk

By: _____
Arnold E. Kempe, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Marilyn Miller,
Assistant City Attorney

**ATTEST: CHARLIE GREEN
CLERK OF THE COURTS**

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Douglas R. St. Cerny, Chairman

Date: _____

APPROVED AS TO FORM:

By: _____
Office of County Attorney

EXHIBIT A

Pondella Road Relocation Cost Within City of Cape Coral Boundary

Description	Quantity	Unit Price	Amount
8" C-900 DR18 PVC Pipe	3304	\$11.96	\$39,515.84
8" DIP CL50 Pipe	375	\$18.72	\$7,020.00
18" Steel Casing	533	\$48.88	\$26,053.04
8" 45 Degree Bends	18	\$226.72	\$4,080.96
8" X 6" Hydrant Tee	6	\$364.00	\$2,184.00
8" X 8" Tee	6	\$374.40	\$2,246.40
8" MJ Plug	5	\$114.40	\$572.00
8" Gate Valve Assembly	6	\$923.00	\$5,538.00
8" Sleeve	2	\$242.32	\$484.64
8" 90 Degree Bend	4	\$320.32	\$1,281.28
8" X 4" Reducer	1	\$246.48	\$246.48
Concrete Encasement	121	\$86.63	\$10,482.23
Fire Hydrant	6	\$1,404.00	\$8,424.00
6" Gate Valve Assembly	6	\$526.24	\$3,157.44
Flowable Fill	117.4	\$85.80	\$10,072.92
Restrain Collars	12	\$174.72	\$2,096.64
10" PVC DR18 Pipe	707	\$12.74	\$9,007.18
10" DIP CL50 Pipe	263	\$18.20	\$4,786.60
20" Steel Casing	135	\$49.92	\$6,739.20
10" Gate Valve Assembly	2	\$1,315.60	\$2,631.20
Mobilization *	1	\$19,998.61	\$19,998.61
Total			\$166,618.66

*Mobilization is 6.5% (percentage of utility work under entire roadway project) of the of total mobilization cost.

EXHIBIT B

City properties fronting the Pondella Road water line

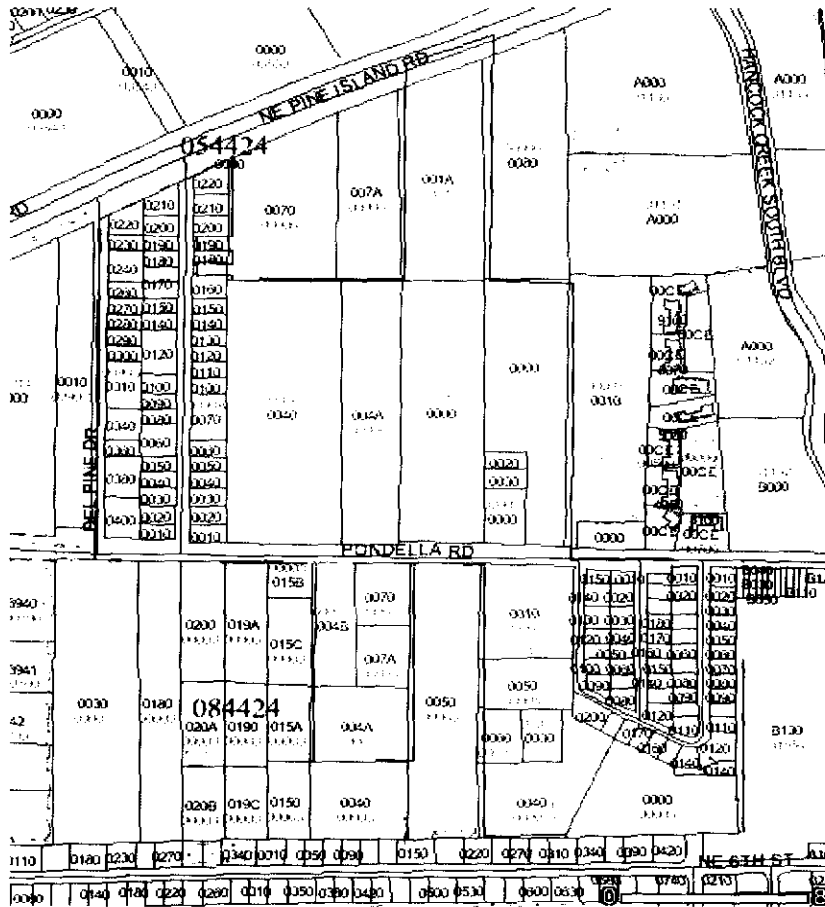


STRAP NUMBERS

- 054424C30000000CE
- 054424C30000000CE
- 054424C3000070000
- 054424C3000070010
- 054424C300100000A
- 054424C300200000A
- 054424C300300000A
- 054424C300400000A
- 054424C300500000A
- 054424C300600000A
- 054424C300700000A
- 054424C300800000A
- 084424C2000030030
- 084424C2000030050
- 084424C200003015B
- 084424C2000030180
- 084424C200003019A
- 084424C2000030200
- 084424C2001010140

EXHIBIT C

Lee County parcels (STRAP Numbers) in the service area



Lee County parcels are the white area.
City of Cape Coral parcels are the shaded area.

- 0544240000060040
- 0544240000080000
- 0544240000080030
- 0544240000090000
- 05442400000100000
- 08442400000030070
- 08442400000050010
- 08442400000050030
- 08442400000050040
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- 08442401000010100
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- 08442401000020100
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- 08442402000010200

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- 054424010000B0270
- 054424010000B0280
- 054424010000B0290
- 054424010000B0380
- 054424010000B0400
- 0844240000003004A
- 0844240000003004B
- 0844240000003007A

EXHIBIT D

LEE COUNTY UTILITIES
 WATER CUSTOMERS SERVED FROM PONDELLA WATER LINE
 DEL PINE DRIVE TO NE 25TH AVE
 REVENUES NOV 2003-OCT 2004

ACCT#	STRAP	Inside/ Outside City	Limits	CUSTOMER	SERVICE ADDRESS	WATER RATE	ANNUAL WATER USAGE (000)
1033582	04442400000690010	Outside		CRIOLLO, MANUEL N	1006 PONDELLA RD	Commercial 5/8	23
1002861	054424C300800000A	Inside		RYL HAWAIIAN PH I&II	1100 PONDELLA RD	Multifamily 24 units	798
	054424C300700000A	Inside					
1002864	054424C300300000A	Inside		RYL HAWAIIAN VI &VII	1100 PONDELLA RD BLDG #41	Multifamily 32 units	1,320
	054424C300200000A	Inside					
1002863	054424C300400000A	Inside		RYL HAWAIIAN PH V	1100 PONDELLA RD BLDG #50	Multifamily 16 units	471
1002862	054424C300600000A	Inside		RYL HAWAIIAN III& IV	1100 PONDELLA RD BLDG #70	Multifamily 32 units	1,243
	054424C300500000A	Inside					
1002865	054424C300100000A	Inside		ROYAL HAWAIIAN 8 & 9	1100 PONDELLA RD BLDG #8-9	Multifamily 22 units	805
1002866	05442400000080000	Outside		HONC BROTHERS LC	1130 PONDELLA RD	Commercial 1"	687
1002876	08442400000030070	Outside		LE BO AUTO BROKERS	1165 PONDELLA RD	Commercial 5/8	65
1002875	0844240000003004B	Outside		CONCRETE SEAWALLS/TOLLES HOLBROOK, AIMEE	1173 PONDELLA RD	Commercial 5/8	59
1065748	0544240000006004A	Outside		(DJ Realty Annexation)	1170-1180 PONDELLA RD	Commercial 5/8	17
1002878	08442402000030120	Outside		HERRERA, KAREN	1194 WESTWOOD DR #B	Multifamily 8 units	382
1044313	054424010000B0400	Outside		WALKER, HENRY J	1200 DEL PINE DR	Single Family Residential	59
1002879	08442402000030030	Outside		MORRIS, EMERY	1201 PINE LAKE DR	Multifamily 2 units	64
1002869	054424010000B0380	Outside		NORTH, R.J.	1230 DEL PINE DR	Single Family Residential	63
1002868	084424C200003019A	Inside		SWIFTLINE TRUCKING	2044 PONDELLA RD	Commercial 5/8	18
1002874	084424C200003015A	Inside		SCHWAB READY MIX OFFICE	2110 PONDELLA RD	Commercial 5/8	40
TOTAL WATER USAGE IN THOUSANDS							6,114

**MEMORANDUM
FROM
PUBLIC WORKS
UTILITIES DIVISION**

DATE: JANUARY 11, 2005

To: KATHY GEREN
PUBLIC RESOURCES

FROM: SUE GULLEDGE



SUBJECT: DOCS TO CATCH-UP WITH B/S 20050008-UTL

Attached are 3 originals (and one copy) of the "Addendum to Agreement for the Wholesale Sale of Potable Water by Lee County to City of Cape Coral" documents that need to "catch-up" with Blue Sheet No. 20050008-UTL that is yet to bescheduled for 1-25-05.

Please remove the "Draft" copy in the package and replace them with the attached four, which will require signatures.

Thank you for your assistance. If you have any questions, please call me at 479-8181.

/sdg

Attachments

cc: File

**ADDENDUM TO
AGREEMENT FOR THE
WHOLESALE SALE OF
POTABLE WATER
BY LEE COUNTY, FLORIDA
TO THE CITY OF CAPE CORAL, FLORIDA**

THIS ADDENDUM is made and entered into this _____ day of _____, 2005, and amends that certain Agreement entered into January 27, 2004, and between the **LEE COUNTY**, Florida, a Charter County and a political subdivision of the State of Florida ("County") and the **CITY OF CAPE CORAL**, a Florida municipal corporation ("City"), collectively the "Parties",

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WHEREAS, the City desires to increase the capacity availability for purchase, on an as needed basis, from 0.5 million gallons per day, plus or minus, to 0.78 million gallons per day, plus or minus; and

WHEREAS, both Parties have the legal authority to enter into an Agreement for the wholesale sale and purchase of treated potable water; and,

WHEREAS, both Parties find that this Agreement serves a public purpose and is to the public's benefit.

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with present and future requirements of all regulatory agencies having jurisdiction thereof, or in the event there are any changes in the regulations of the relevant regulatory agencies, both Parties shall have use of all necessary time that is allotted by the specific regulatory agency to bring the water quality to the new regulated standards. The City shall maintain an active Cross Connection Control Program that shall protect the County's potable water supply system from all potential contamination sources originating within the area being served by this Agreement.

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3.3 The County shall remain and be responsible for all maintenance, repairs, testing, and calibrations of its Meter(s) for the wholesale potable water services to the City. The Meter(s) shall be readily accessible for reading, testing, maintenance, and be installed above ground with gate valves on either side in accordance with the current edition of the County's Utilities Operations Manual. Meter(s) shall be surrounded by a six (6) foot high black vinyl security fence with a ten (10) foot wide lockable gated access. The "Points of Connection" are described as follows:

3.3.1. A sixteen (16) inch Meter shall be located in the vicinity of the intersection of U.S. 41 and Del Prado Boulevard in a location mutually agreed upon by both Parties, and shall be known as the "Point of Connection 1".

3.3.2. A meter size, type, and manufacturer to be determined and agreed upon between the Parties), shall be located in the vicinity of the Home Depot on Pine Island Road west of U. S. 41, in a location mutually agreed upon by both Parties, and shall be known as the "Point of Connection 2".

3.3.3. A meter (size, type, and manufacturer to be determined and agreed upon between the Parties), shall be located on Pondella Road near the City's eastern boundary line at NE 25th Avenue, in a location mutually agreed upon by both Parties, and shall be know as the "Point of Connection 3"

3. Transfer of the Pondella Road water line by County to City. County shall transfer the potable water line from Point of Connection 3 west until it ends to the City. County shall transfer all service rights for parcels as described in Exhibit A to City. City shall pay to County the sum of One Hundred Sixty-Six Thousand Six Hundred Eighteen and 66/100 Dollars (\$166,618.66) within sixty (60) days of execution of this agreement as payment in full for the transfer of the potable water line (see Exhibit A) and all service rights for parcels described in Exhibits B, C and D, whether existing

customers or future customers. County shall provide a copy of the as-built records to City for the potable water line within sixty (60) days of execution of this agreement. County shall notify existing customers in writing of the transfer of service upon execution of this agreement. City shall coordinate with County in replacement of meters for final County billing and initial City billing of existing customers. No utility capital expansion fees or contribution in aid of construction fees shall be due from existing customers only, except for Honc Brothers LLC, 1130 Pondella Road. The Honc Brothers LLC property is part of a proposed annexation and payment of contribution in aid of construction and utility capital expansion fees is a condition of service and annexation.

4. All references in the original agreement to "Meter" not specifically addressed by this Addendum, shall now be referred to "Meter(s)".

5. All references in the original agreement to "Point of Connection" not specifically addressed by this Addendum, shall now be referred to as "Point(s) of Connection".

6. Paragraph 3.9 is amended as follows:

After any termination of this Agreement pursuant to Article IV or whenever the City connects an area being served by this Agreement to its own water supply system, the interconnect associated with the area may be utilized in the future in instances of declared emergencies and subject to agreement of the parties. The County shall be responsible for installing, at its expense, a Meter on the County side of the interconnect at a future date for measuring any emergency potable water provided to the County. Charges for the use of either Party's potable water shall be in accordance with any agreement between the Parties in existence at the time of said emergency sale and purchase.

7. Except as specifically amended hereby, the Parties reaffirm the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials, on the date above first written.

ATTEST:

By: Bonnie J. Vent
Bonnie J. Vent, City Clerk

CITY OF CAPE CORAL, FL

By: Arnold E. Kempe
Arnold E. Kempe, Mayor

Date: 1-10-05

APPROVED AS TO FORM:

By: Marilyn Miller
Marilyn Miller,
Assistant City Attorney

**ATTEST: CHARLIE GREEN
CLERK OF THE COURTS**

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Douglas R. St. Cerny, Chairman

Date: _____

APPROVED AS TO FORM:

By: _____
Office of County Attorney

Exhibit A

Pondella Road Relocation Cost Within City of Cape Coral Boundary

Description	Quantity	Unit Price	Amount
8" C-900 DR18 PVC Pipe	3304	\$11.96	\$39,515.84
8" DIP CL50 Pipe	375	\$18.72	\$7,020.00
18" Steel Casing	533	\$48.88	\$26,053.04
8" 45 Degree Bends	18	\$226.72	\$4,080.96
8" X 6" Hydrant Tee	6	\$364.00	\$2,184.00
8" X 8" Tee	6	\$374.40	\$2,246.40
8" MJ Plug	5	\$114.40	\$572.00
8" Gate Valve Assembly	6	\$923.00	\$5,538.00
8" Sleeve	2	\$242.32	\$484.64
8" 90 Degree Bend	4	\$320.32	\$1,281.28
8" X 4" Reducer	1	\$246.48	\$246.48
Concrete Encasement	121	\$86.63	\$10,482.23
Fire Hydrant	6	\$1,404.00	\$8,424.00
6" Gate Valve Assembly	6	\$526.24	\$3,157.44
Flowable Fill	117.4	\$85.80	\$10,072.92
Restrain Collars	12	\$174.72	\$2,096.64
10" PVC DR18 Pipe	707	\$12.74	\$9,007.18
10" DIP CL50 Pipe	263	\$18.20	\$4,786.60
20" Steel Casing	135	\$49.92	\$6,739.20
10" Gate Valve Assembly	2	\$1,315.60	\$2,631.20
Mobilization *	1	\$19,998.61	\$19,998.61

Total **\$166,618.66**

*Mobilization is 6.5% (percentage of utility work under entire roadway project) of the of total mobilization cost.

EXHIBIT B

City properties fronting the Pondella Road water line

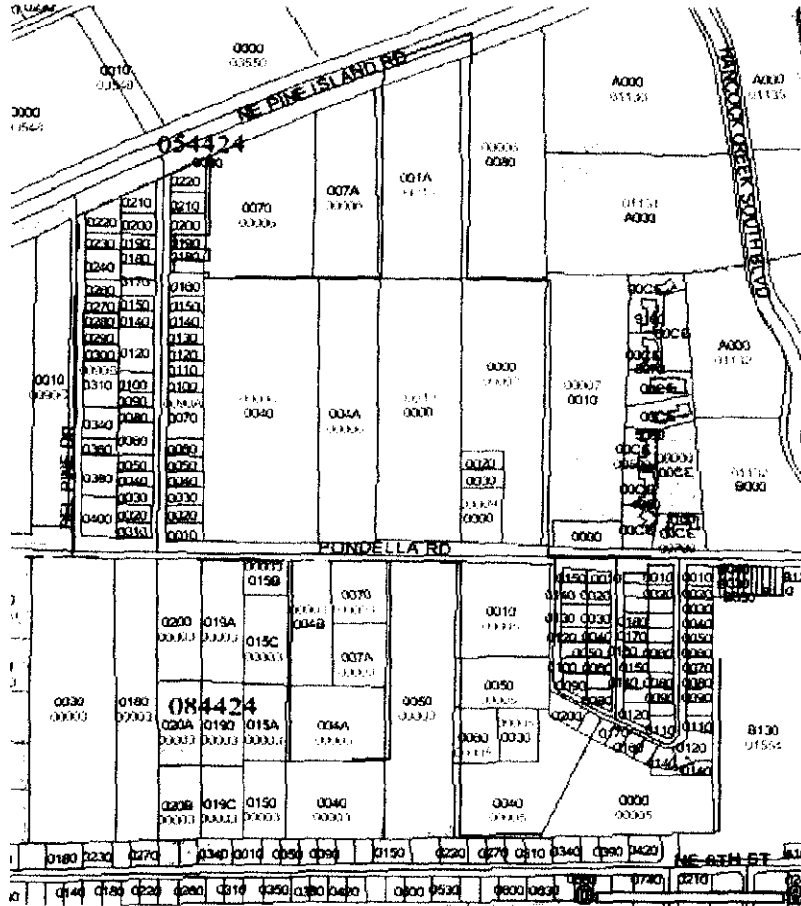


STRAP NUMBERS

- 054424C30000000CE
- 054424C30000000CE
- 054424C3000070000
- 054424C3000070010
- 054424C300100000A
- 054424C300200000A
- 054424C300300000A
- 054424C300400000A
- 054424C300500000A
- 054424C300600000A
- 054424C300700000A
- 054424C300800000A
- 084424C2000030030
- 084424C2000030050
- 084424C200003015B
- 084424C2000030180
- 084424C200003019A
- 084424C2000030200
- 084424C2001010140

EXHIBIT C

Lee County parcels (STRAP Numbers) in the service area



Lee County parcels are the white area.
City of Cape Coral parcels are the shaded area.

- 0544240000080040
- 0544240000080000
- 0544240000080030
- 0544240000090000
- 05442400000100000
- 08442400000030070
- 08442400000050010
- 08442400000050030
- 08442400000050040
- 08442400000050050
- 08442400000050060
- 08442401000010010
- 08442401000010020
- 08442401000010030
- 08442401000010040
- 08442401000010050
- 08442401000010060
- 08442401000010070
- 08442401000010080
- 08442401000010090
- 08442401000010100
- 08442401000020010
- 08442401000020020
- 08442401000020030
- 08442401000020040
- 08442401000020050
- 08442401000020060
- 08442401000020070
- 08442401000020080
- 08442401000020090
- 08442401000020100
- 08442402000010110
- 08442402000010120
- 08442402000010140
- 08442402000010150
- 08442402000010160
- 08442402000010170
- 08442402000010180
- 08442402000010190
- 08442402000010200

- 08442402000020110
- 08442402000020120
- 08442402000020130
- 08442402000020140
- 08442402000020150
- 08442402000020160
- 08442402000020170
- 08442402000020180
- 08442402000020190
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- 054424010000A0150
- 054424010000A0160
- 054424010000A0180
- 054424010000A0200

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- 054424010000A0220
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- 054424010000B0080
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- 054424010000B0220
- 054424010000B0230
- 054424010000B0240
- 054424010000B0260
- 054424010000B0270
- 054424010000B0280
- 054424010000B0290
- 054424010000B0380
- 054424010000B0400
- 0844240000003004A
- 0844240000003004B
- 0844240000003007A

EXHIBIT D

LEE COUNTY UTILITIES
 WATER CUSTOMERS SERVED FROM PONDELLA WATER LINE
 DEL PINE DRIVE TO NE 25TH AVE
 REVENUES NOV 2003-OCT 2004

ACCT#	STRAP	Inside/ Outside City	Limits	CUSTOMER	SERVICE ADDRESS	WATER RATE	ANNUAL WATER USAGE (000)
1033582	04442400000690010	Outside		CRIOLLO, MANUEL N	1006 PONDELLA RD	Commercial 5/8	23
1002861	054424C300800000A	Inside		RYL HAWAIIAN PH I&II	1100 PONDELLA RD	Multifamily 24 units	798
	054424C300700000A	Inside					
1002864	054424C300300000A	Inside		RYL HAWAIIAN VI & VII	1100 PONDELLA RD BLDG #41	Multifamily 32 units	1,320
	054424C300200000A	Inside					
1002863	054424C300400000A	Inside		RYL HAWAIIAN PH V	1100 PONDELLA RD BLDG #50	Multifamily 16 units	471
1002862	054424C300600000A	Inside		RYL HAWAIIAN III& IV	1100 PONDELLA RD BLDG #70	Multifamily 32 units	1,243
	054424C300500000A	Inside					
1002865	054424C300100000A	Inside		ROYAL HAWAIIAN 8 & 9	1100 PONDELLA RD BLDG #8-9	Multifamily 22 units	805
1002866	05442400000080000	Outside		HONC BROTHERS LC	1130 PONDELLA RD	Commercial 1"	687
1002876	08442400000030070	Outside		LE BO AUTO BROKERS	1165 PONDELLA RD	Commercial 5/8	65
1002875	0844240000003004B	Outside		CONCRETE SEAWALLS/TOLLES HOLBROOK, AIMEE	1173 PONDELLA RD	Commercial 5/8	59
1065748	0544240000006004A	Outside		(DJ Realty Annexation)	1170-1180 PONDELLA RD	Commercial 5/8	17
1002878	08442402000030120	Outside		HERRERA, KAREN	1194 WESTWOOD DR #B	Multifamily 8 units	382
1044313	054424010000B0400	Outside		WALKER, HENRY J	1200 DEL PINE DR	Single Family Residential	59
1002879	08442402000030030	Outside		MORRIS, EMERY	1201 PINE LAKE DR	Multifamily 2 units	64
1002869	054424010000B0380	Outside		NORTH, R.J.	1230 DEL PINE DR	Single Family Residential	63
1002868	084424C200003019A	Inside		SWIFTLINE TRUCKING	2044 PONDELLA RD	Commercial 5/8	18
1002874	084424C200003015A	Inside		SCHWAB READY MIX OFFICE	2110 PONDELLA RD	Commercial 5/8	40

TOTAL WATER USAGE IN THOUSANDS

6,114