

From: vivbacca@aol.com [mailto:vivbacca@aol.com]
Sent: Friday, November 06, 2009 1:18 AM
To: Stewart, Edith
Subject: Cone Ranch -- Water Rights

Edith,

Document # 88-186 -- Original Interlocal Agreement/Purchase
Page 2, Paragraph 1 says:

"...WHEREAS, the development of the northeast Hillsborough County wellfield (herinafter referred to as the "Wellfield") is a critical component of the regional drinking water system to be constructed during the next fifteen (15) years in order to meet the potable water demands of the residents of Hillsborough Count to the year 2020; and..."

The 15 year period expired in 2003 without a wellfield being constructed. Failure to construct the wellfield within the prescribed period would appear to abrogate the contract unless that contract was amended by the agreement of both parties.

The 1995 Amendment to the original interlocal agreement linked on the web site does not appear to extend, in any way, the original 15 year period. In fact, the contract seems to be silent to that point except that page 2, condition 4 says that "Except as modified and amended hereby, all terms, covenants, conditions, and provisions of the Interlocal Agreement and the Deed shall remain unchanged and in full force and effect."

[Amendment to Interlocal Agreement between Hillsborough County and the West Coast Regional Water Supply Authority - 09/18/1995](#) (PDF, 273KB)

I know there's a Partnership Agreement which created Tampa Bay Water as a successor to the West Coast Regional Water Supply Authority. While the Hillsborough County Water Resource Department has an HTML copy of that contract on their web site, I couldn't find any reference in the parts that I could access to the Cone Ranch Water Rights. There might be exhibits that are not scanned online or maybe I just overlook some legal language which encompassed these water rights. If so, I'd appreciate a citation and copy of the portion of the document where the Cone Ranch Water Rights were discussed.

It's possible that since the authority already had an agreement to those water rights, they were not mentioned in the contract. If that's the case, why wouldn't the 15 year period to develop those rights still be in force? Failure to develop the rights within the prescribed time period should mean that those rights automatically reverted back to the county in 2003.

Additionally, I cannot find where the West Coast Regional Water Supply Authority gave any financial consideration for those water rights. I would anticipate that the financial consideration contemplated by the county was for the water authority to pay for the cost of constructing the wellfield. Did Hillsborough County get any financial consideration for the water rights, above and beyond the anticipated cost to construct the wellfield?

During the Cone Ranch Update at the November 4, 2009, regular BOCC meeting, Commissioner Norman stressed that the Cone Ranch property was generating valuable cash flow needed by the Water Department to help keep water rates low. The captioning document for that meeting isn't online yet so I can't provide an exact quote. I thought during one of the Cone Ranch presentations, it was stated that keeping the property was costing the water resource department \$500,000 a year in interest on the bonds. Is there one, clear, simple document with an accounting of the net financial cost or benefit that the Water Department gets from owning this property?

Please add these questions to the online record.

Sincerely,
Vivian Bacca