

**AGREEMENT FOR THE DELIVERY
AND USE OF IRRIGATION QUALITY WATER**

[PUBLIC SAFETY BUILDING]

This **Agreement** (the “Agreement”) is made and entered into this ____ day of _____, 2022 (the “Effective Date”), by and between:

West Villages Improvement District, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “DISTRICT”); and

The City of North Port, Florida, a political subdivision of the State of Florida, whose address is 4970 City Hall Boulevard, North Port, Florida 34286(the “CUSTOMER”).

WHEREAS, the DISTRICT is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the “Act”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure and providing certain public services; and

WHEREAS, the DISTRICT has established its “Unit of Development No. 6” (hereinafter referred to as “Unit No. 6”) relative to its provision of irrigation services to certain of the lands within the DISTRICT; and

WHEREAS, the DISTRICT is the exclusive provider of irrigation water, consisting of treated effluent water as supplemented by ground and surface water (hereinafter, collectively the “Irrigation Quality Water”), to customers within Unit No. 6 via the DISTRICT’s central irrigation distribution system; and

WHEREAS, in accordance with the Act, the DISTRICT has approved 1) a variable operating/usage charge, 2) a fixed capital charge, and 3) a fixed well availability charge (collectively, the “Irrigation Fees”) relative to its provision of Irrigation Quality Water to customers, which rates, as of the date hereof, are more particularly identified on the attached **Exhibit A**, as may be amended and revised by the District from time to time without need for amendment to this Agreement; and

WHEREAS, after public hearing and in accordance with the Act, the DISTRICT has approved suspension and termination rules relative to its provision of Irrigation Quality Water to customers; and

WHEREAS, the CUSTOMER is the owner of certain lands within Unit No. 6 within the DISTRICT developed as the “Public Safety Building” (the “Development”), as more particularly identified in the attached **Exhibit B**; and

WHEREAS, the CUSTOMER has a need to purchase Irrigation Quality Water from the

DISTRICT for the purposes of irrigating grasses and other landscaping within the Development in the quantities set forth in the attached **Exhibit C**, and the DISTRICT is amenable to same; and

WHEREAS, the CUSTOMER acknowledges and agrees that it has received a copy of and will comply with the DISTRICT'S *Infrastructure Construction, Turnover and Conveyance Policies* (the "Policies"), a copy of which is attached hereto as **Exhibit D** and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the DISTRICT and the CUSTOMER do hereby agree as follows:

1. RECITALS. The above recitals are true and correct to the best of the parties' knowledge and belief and are incorporated herein and made a part hereof by this reference.

2. TERM OF THE AGREEMENT. This Agreement shall commence as of its Effective Date and, unless otherwise terminated as otherwise authorized or provided in this Agreement, it shall run concurrently with the term of that certain *Irrigation Water Supply Agreement* recorded as Instrument No. 2018159052, as amended by that *First Amendment* recorded as Instrument No. 2021205095 and by that *Second Amendment* recorded as Instrument No. 2022123786, all in the Official Records of Sarasota County, Florida, and as may be further amended from time to time (collectively, the "District Water Supply Agreement").

3. EASEMENTS. The parties believe that the DISTRICT presently has all utility and access easements in place needed for its delivery, distribution, use and monitoring of Irrigation Quality Water within the Development. However, if in the future, the DISTRICT determines in its sole and absolute discretion that additional utility and access easements are needed for such purpose, the parties agree to negotiate in good faith to enter into any such easements that may be necessary as determined by the DISTRICT. Any such easements shall be recorded in the Official Records of Sarasota County, Florida.

4. RESERVATION OF IRRIGATION QUALITY WATER.

A. Subject to the terms and conditions as set forth in this Agreement, the DISTRICT shall deliver to the CUSTOMER at the Points of Delivery the quantities of Irrigation Quality Water in accordance with the volumes set forth in the attached **Exhibit C**, which is incorporated herein by this reference, which amounts have been calculated by utilizing AGMOD modeling software. Such volume is expressed in terms of gallons per day based on annual average daily flow ("AADF") with the CUSTOMER's reserved Irrigation Quality Water for the Development to be hereinafter referred to as the "Reserved Allocations."

B. CUSTOMERS's Reserved Allocations are exclusive to CUSTOMER and shall be used exclusively upon the property located within the Development. Reserved Allocations may not be i) redirected or diverted, in whole or in part, outside of the Development, or ii) sold, assigned, or otherwise transferred in any way to third parties for use outside of the

Development. The DISTRICT shall not be required to deliver more Irrigation Quality Water to the CUSTOMER than the amount for which the CUSTOMER's internal distributions system is lawfully permitted, constructed, and operationally designed to accommodate.

- C. Notwithstanding the foregoing, the parties acknowledge and agree that the volumes set forth in **Exhibit C** are preliminary based on the Development's current development plan as shown on **Exhibit A**. To the extent that the development plan is revised, the DISTRICT shall recalculate the revised AADF utilizing AGMOD modeling software (hereinafter the "Revised AADF"). Upon calculation of the Revised AADF, the DISTRICT shall provide notice to the CUSTOMER of the recalculation and the amount of the Revised AADF. Thereafter, the Revised AADF shall replace the volumes set forth in **Exhibit C** hereto without the need for further amendment hereto.

5. DELIVERY OF IRRIGATION QUALITY WATER TO CUSTOMER; POINTS OF DELIVERY; METERS.

- A. The CUSTOMER acknowledges and agrees that it shall comply with the Policies attached hereto as **Exhibit D**, including the provisions therein relating to the installation/construction, turnover, and operation of irrigation infrastructure within the Development.
- B. The CUSTOMER acknowledges and agrees that it shall comply with the terms of the DISTRICT's *Water Conservation Plan* (the "West Villages Conservation Plan"), a copy of which is included in the Policies attached hereto as **Exhibit D**. In addition to any other requirements of the West Villages Conservation Plan, the CUSTOMER shall specifically prepare and provide a water conservation plan for the Development (the "Development Conservation Plan"), which shall be updated every five (5) years. The Development Conservation Plan shall include the information delineated in the West Villages Conservation Plan and shall be submitted and approved by the DISTRICT in advance of the delivery of Irrigation Quality Water to the Development.
- C. The DISTRICT will provide appropriate meters for the CUSTOMER to install at the Points of Delivery in order to quantify amounts utilized by the CUSTOMER for the purposes of calculating quarterly operating/usage charges allocable to the Development. The DISTRICT shall maintain complete and accurate records of its measurements and the quantity of the Irrigation Quality Water delivered to the Points of Delivery used to supply the CUSTOMER's Reserved Allocations.
- D. The Point(s) of Delivery of Irrigation Quality Water from the DISTRICT to the CUSTOMER is immediately downstream of the meter. The DISTRICT

shall own, operate, and maintain the Irrigation Quality Water distribution system upstream of the Point(s) of Delivery. The CUSTOMER shall own, operate, and maintain all improvements downstream of the Point(s) of Delivery, including a pressure sustaining valve to ensure that the system pressure at the Points of Delivery is less than sixty (60) PSI, and it shall be the CUSTOMER's responsibility to construct all lines, meters, valves etc., necessary to extend water lines from existing DISTRICT facilities beyond the Points of Delivery.

- E. The CUSTOMER shall be responsible for the connection of their irrigation line to the DISTRICT master line.
- F. The DISTRICT shall be in possession and control of the CUSTOMER's Reserved Allocations until it is delivered to the Points of Delivery.

6. USE OF IRRIGATION QUALITY WATER: CUSTOMER'S IRRIGATION SYSTEM

- A. The CUSTOMER shall use Irrigation Quality Water delivered by the DISTRICT only for irrigation of its property and any other uses associated with the approved concept plan, provided that use of the Irrigation Quality Water shall be consistent with all local, state, and federal regulations, permits, and other applicable governmental regulations, and in such a manner as not to require a federal wastewater discharge permit.
- B. The Southwest Florida Water Management District ("SWFWMD") has issued water use permits to the District which entitle the District to coordinate the usage of a maximum permitted quantity of Irrigation Quality Water relative to Unit No. 6 (collectively, the "Permit"). In order to ensure compliance with the Permit, the CUSTOMER shall notify the DISTRICT in writing prior to, but in no event less than fourteen (14) calendar days, any anticipated irrigation needs of the CUSTOMER that are significantly in excess of normal monthly usage (i.e. landscaping grow-ins, etc.). Such notification is necessary to allow the District to notify SWFWMD of such anticipated excessive usage in order to maintain compliance with the Permit.
- C. The DISTRICT shall have the right, at any reasonable time, and without any prior notice to the CUSTOMER, to enter upon the property of the CUSTOMER to review and inspect the practices of the CUSTOMER with respect to requirements and conditions agreed to herein, including CUSTOMER's compliance with any and all local, state and federal regulatory agencies. The CUSTOMER shall have the option of having a representative accompany the DISTRICT personnel during any and all inspections. Such entry shall be permitted for any purpose, including but not limited to the purpose of meter reads, inspection of DISTRICT owned

mains and appurtenances, water quality testing, or locating, operating and/or maintaining any irrigation wells located within the Development, which tasks shall be at the DISTRICT's sole cost and expense.

- D.** The CUSTOMER shall comply with all Federal, State, and local rules, regulations, orders, or permits of any kind relative to the use and distribution of the Irrigation Quality Water. Among any other applicable other government regulations, the CUSTOMER shall specifically ensure and comply with the following:
- i.** Appropriate warning signs shall be posted around the sites utilizing Irrigation Quality Water by the CUSTOMER to designate the nature of the water and its non-potability.
 - ii.** The CUSTOMER will also take all reasonable precautions, including signs and labeling, to clearly identify Irrigation Quality Water systems to prevent inadvertent human consumption.
 - iii.** The CUSTOMER shall ensure that no inter-connections are made between the Irrigation Quality Water system and other water systems.
 - iv.** The CUSTOMER shall not use the Irrigation Quality Water to fill swimming pools, hot tubs, or wading pools.

7. MONITORING OF WATER QUALITY.

- A.** Irrigation Quality Water delivered under this Agreement shall be treated to levels acceptable to meet the requirements of Chapter 62-610 Florida Administrative Code and Florida Department of Environmental Protection requirements.
- B.** The DISTRICT shall monitor the quality of the Irrigation Quality Water used to supply the CUSTOMER's Reserved Allocations in accordance with the frequency and criteria established by Federal, State, and local regulations. In furtherance thereof, the DISTRICT shall be responsible for the installation, operation, maintenance, examination, testing, and servicing of all equipment that it deems necessary in order to monitor the quality of the Irrigation Quality Water used to supply the CUSTOMER's Reserved Allocations and the cost thereof.

8. PAYMENT OF RATES, FEES, AND CHARGES AND RELATED CONSIDERATIONS.

- A.** The DISTRICT will invoice the CUSTOMER for the payment of the Irrigation

Fees on a quarterly basis in accordance with the rates then in effect as determined by the DISTRICT in accordance with Section 15 herein. CUSTOMER shall remit payment to the DISTRICT within thirty (30) days after receipt of such an invoice.

- B.** In the event that payment of the invoice is not made to the DISTRICT within such time period, the DISTRICT shall provide the CUSTOMER with notice of its intent to suspend the provision of Irrigation Quality Water to the CUSTOMER for nonpayment of same. The notice shall specify that the CUSTOMER shall remit payment for the outstanding invoice within ten (10) calendar days of mailing of the notice prior to the DISTRICT's suspension of the provision of Irrigation Quality Water to such CUSTOMER (hereinafter, the "Notice Period"). In the event that the payment for the outstanding invoice is not remitted to the DISTRICT during the Notice Period, the DISTRICT may suspend the provision of Irrigation Water to such non-paying CUSTOMER during the time period of such delinquency.
- C.** Notwithstanding any suspension of the provision of Irrigation Quality Water by the DISTRICT pursuant to this Section 8, the CUSTOMER shall continue to incur the fixed i) capital charges and ii) well availability charges during the time period of such suspension, regardless of whether Irrigation Quality Water is being provided to the CUSTOMER during such time period.

9. CONTINGENCIES; SERVICE DISRUPTIONS; EXCUSES FROM PERFORMANCE.

- A.** CUSTOMER acknowledges that the DISTRICT is a distributor, and is not the producer or supplier, of the Irrigation Quality Water. The DISTRICT is therefore entirely dependent on the supply of the Irrigation Quality Water being provided by third party suppliers pursuant to the District Water Supply Agreement, which agreement provides for the interruption of supply under certain conditions. Therefore, the DISTRICT's obligations to CUSTOMER hereunder are expressly made subject to and conditioned upon the suppliers' availability and provision of the Irrigation Quality Water in amounts sufficient to provide the Reserved Allocations to the CUSTOMER.
- B.** The parties agree that the DISTRICT shall not be held responsible or liable, and it shall not be a breach by the DISTRICT under this Agreement, for its failure to deliver some or all of the Reserved Allocations if a service disruption prevents the delivery of such Irrigation Quality Water (hereinafter, a "Service Disruption").
 - i.** A Service Disruption shall include, but is not limited to, the following:

- 1.** A lack of Irrigation Quality Water due to loss or lack of

flow into the DISTRICT's distribution system, regardless of cause;

2. Unacceptable quality or contamination of the Irrigation Quality Water making it unsuitable for irrigation purposes;
 3. Equipment or electrical failure in the DISTRICT's Irrigation Quality Water distribution system, including its storage and pumping facilities;
 4. Temporary outages for scheduled maintenance purposes; or
 5. An act of God or force majeure, including but not limited to war, terrorism, or national emergency; rationing, allocation, or other governmental restrictions upon the use or availability of labor materials; civil insurrection, riot, racial or civil rights disorder or demonstration; strike or embargo; flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster, or catastrophe; unforeseeable failure or breakdown of wells, pumps, or other central or internal distribution system facilities; theft of Irrigation Quality Water; the enactment of any rules, ordinances, resolutions, statutes, regulations, orders or restrictions, requirements, acts or action of any government, district, commission or board, agency, agent, official or officer; or any rule or ruling, order, decree or judgment, restraining order or injunction of any court.
- ii.** In the event of a Service Disruption, the DISTRICT shall promptly notify CUSTOMER stating the nature of the Service Disruption and its anticipated duration. The DISTRICT shall use commercially reasonable efforts to promptly remedy such Service Disruption in order to resume the flow of Irrigation Quality Water and the provision of the Reserved Allocations to the Development.
- iii.** If the Service Disruption is a result of the production wells i) producing no or virtually no groundwater or ii) producing no or virtually no groundwater of a quality reasonably suitable for irrigation purposes (collectively a "Listed Event"), the obligation of the CUSTOMER to remit the well availability fees to the DISTRICT pursuant to the terms of this Agreement will

be suspended for the duration of the Listed Event. However, CUSTOMER shall still remain responsible for the i) variable operating/usage charges (to the extent that Irrigation Quality Water is still able to be provided to the Development during some time) and ii) fixed capital charges incurred throughout the duration of the Listed Event.

10. ADDITIONAL IRRIGATION QUALITY WATER ALLOCATION UNDER ADVERSE CONDITIONS. The parties recognize that adverse weather conditions or unforeseen circumstances may result in a need for Irrigation Quality Water greater than the Reserved Allocations quantities set forth in **Exhibit C**. Accordingly, the CUSTOMER shall have the right to request to draw additional water, subject to availability of Irrigation Quality Water supplies. During any period in which more than one customer of the DISTRICT exercises the right to draw additional Irrigation Quality Water, the DISTRICT will furnish such quantities, if available, as the District's central irrigation distribution system is capable of handling. During those periods in which multiple customers request additional Irrigation Quality Water and DISTRICT is not able to provide the total amount requested to all customers, each customer shall receive said additional water, if any, on a basis as determined by DISTRICT in its sole discretion. Notwithstanding the foregoing, nothing herein shall allow or authorize the DISTRICT to exceed the permitted quantities available to the DISTRICT pursuant to its applicable SWFWMD Permit.

11. DISCLAIMER OF WARRANTIES.

A. The DISTRICT disclaims all express warranties. The DISTRICT does not represent or warrant the Reserved Allocations, water quality, or the suitability of the Irrigation Quality Water provided by the DISTRICT to the CUSTOMER for irrigation purposes.

B. THE DISTRICT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE IRRIGATION QUALITY WATER FOR A PARTICULAR PURPOSE.

12. TERMINATION.

A. In the event that CUSTOMER violates any of the terms or provisions of this Agreement, (excluding the timely payment of rates, fees, or charges which shall be addressed as set forth in Section 8 herein), and CUSTOMER fails to cure same within thirty (30) days of written notice specifying the default, the DISTRICT shall have the right to terminate this Agreement. Notwithstanding the termination of this Agreement, CUSTOMER shall remain liable for the payment of any unpaid rates, fees, or charges due to the DISTRICT hereunder and the provisions of this paragraph shall survive the termination of this Agreement.

B. In the event the DISTRICT's supply of Irrigation Quality Water pursuant to the District Water Supply Agreement is terminated or the provision of the Irrigation

Quality Water in the amounts addressed pursuant to this Agreement is otherwise prohibited by operation of any statute or law or governmental permit, rule or order, the CUSTOMER or the DISTRICT may thereafter terminate this Agreement without penalty or liability by giving written notice to CUSTOMER.

13. ASSIGNMENT. No assignment of this Agreement shall be effective unless first approved in writing by all parties.

14. INDEMNIFICATION.

A. CUSTOMER agrees to indemnify, defend, and hold harmless the DISTRICT from any suits, claims, damages, or liability arising out of CUSTOMER's negligence or willful misconduct in connection with its duties under this Agreement. CUSTOMER shall also indemnify, defend, and hold harmless the DISTRICT from any violation of government regulations (including but not limited to the Permits) arising out of the CUSTOMER's failure to comply with same regarding its use or distribution of the Irrigation Quality Water. Notwithstanding the foregoing, nothing herein will constitute or be construed as a waiver of the CUSTOMER's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

B. To the extent permitted by Florida law and other laws, the DISTRICT agrees to indemnify, defend, and hold CUSTOMER harmless from all suits, claims, damages, or liability, arising out of the DISTRICT's negligence or willful misconduct in connection with its duties under this Agreement. Notwithstanding the foregoing, nothing herein will constitute or be construed as a waiver of the DISTRICT's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

15. DISTRICT'S AUTHORITY TO SET RATES, FEES AND CHARGES.

Nothing in this Agreement shall be construed as affecting in any way DISTRICT'S right and authority to set or revise rates, fees, and charges relative to its provision of Irrigation Quality Water, and its right and authority to regulate the delivery, storage, or use of same including, but not limited to, through the adoption of policies and rules as it deems to be in its best interests. The DISTRICT shall set or revise such rates, fees, and charges, and shall adopt such policies and rules, in accordance with the Act and Florida law. Upon the approval of rates, fees or charges or revisions thereto by the District, such rates, fees, and charges shall automatically apply to the Development pursuant to this Agreement without the need for further amendment hereto.

16. DEFAULT. A default by any party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

17. ATTORNEYS' FEES. In the event that either party seeks to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be

entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

18. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or the benefit of any third party not a formal party hereto.

19. AMENDMENT. No modification or amendment of this Agreement may be made except by written agreement between the parties.

20. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

21. NOTICES. All notices required or authorized under this Agreement shall be given in writing and shall be served by mail on the parties at the addresses below:

DISTRICT: West Villages Improvement District
c/o Special District Services, Inc.
2501-A Burns Road
Palm Beach Gardens, Florida 33410
Attn: Todd Wodraska

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

CUSTOMER: City of North Port
4970 City Hall Blvd,
North Port, Florida 34286
Attn: City Manager
Attn: City Attorney

22. EXHIBITS AND ADDENDUMS. This Agreement incorporates the following exhibits and addendums which are specifically made part of this Agreement:

Exhibit A: Current Irrigation Quality Water Rate Schedule

Exhibit B: Map of the Development

Exhibit C: Customer's Reserved Allocations

Exhibit D: Infrastructure Construction, Turnover and Conveyance Policies

23. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared to be severable.

24. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein.

26. NON-DISCRIMINATION. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The DISTRICT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

[Signatures on Next Page]

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Approved by the City Commission of the City of North Port, Florida on _____, 2022.

CITY OF NORTH PORT, FLORIDA

**Barbara Langdon
Mayor**

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton, B.C.S.
City Attorney

EXHIBIT A

CURRENT IRRIGATION QUALITY WATER RATE SCHEDULE

All rates have been established in accordance with that certain *Irrigation Rate Analysis- Draft Report*, dated August 31, 2018.

Proposed Reclaimed Water Rates¹ Per 1 ERU

Rates	Tier 1³	Tier 2³
<i>Variable Operating/ Usage Rate²</i>	\$0.73	\$1.46
<i>Fixed Capital Rate</i>	\$1.39	\$1.39
<i>Fixed Well Availability Rate</i>	\$4.17	\$4.17

¹ Rates may be increased by the District at the beginning of each fiscal year by an amount not to exceed the greater of: i) 5.5% (i.e. the 10-year average of the United States CPI- Water and Sewerage Maintenance Series at the time of adoption of these rates), or ii) the year-over-year change in the United States CPI- Water & Sewerage Maintenance Series without the need for a further public hearing.

² Monthly operating/usage fees will ultimately be calculated per each 1,000 gallons utilized monthly.

³ Tier 2 operating rates will apply for those customers exceeding 1.5 times their monthly irrigation allocation (hereinafter the “Monthly Allocation”) based on *AGMOD Demand Calculations*, as determined by the District Engineer and the Operations Manager. The Monthly Allocation shall be calculated by multiplying the *AGMOD Demand Calculations* (expressed in gallons per day) by the number of days in a given month. Monthly Allocations will fluctuate depending on peak /off peak periods, and will accommodate applicable grow-in practices for new construction, as determined to be appropriate by the District Engineer and Operations Manager. Tier 2 rates will only be applied to usage that exceeds the Monthly Allocation.

ERUs Per Customer Class

Product Type	Metric	ERU
Single-Family ¹ Residential Unit	1 unit	1
Multi-Family ² Residential Unit	1 unit	.33
Commercial Irrigable Acres ³	.075 irrigable acres	1
Recreational Irrigable Acres ⁴	.075 irrigable acres	1

¹ A single-family unit is defined as a building containing not more than two (2) dwellings.

² A multi-family unit is defined as a building containing more than two (2) dwellings.

³ Irrigable acreage for commercial property is calculated based on 16% of the net developable area (i.e. gross land area less major roadway right-of-way and wetland areas) for each parcel.

⁴ Irrigable acreage for recreational property (i.e. golf courses, parks, athletic facilities, etc.) is calculated based on an estimate of the irrigable area for the property as conducted by a Professional Engineer.

EXHIBIT B

MAP OF THE DEVELOPMENT

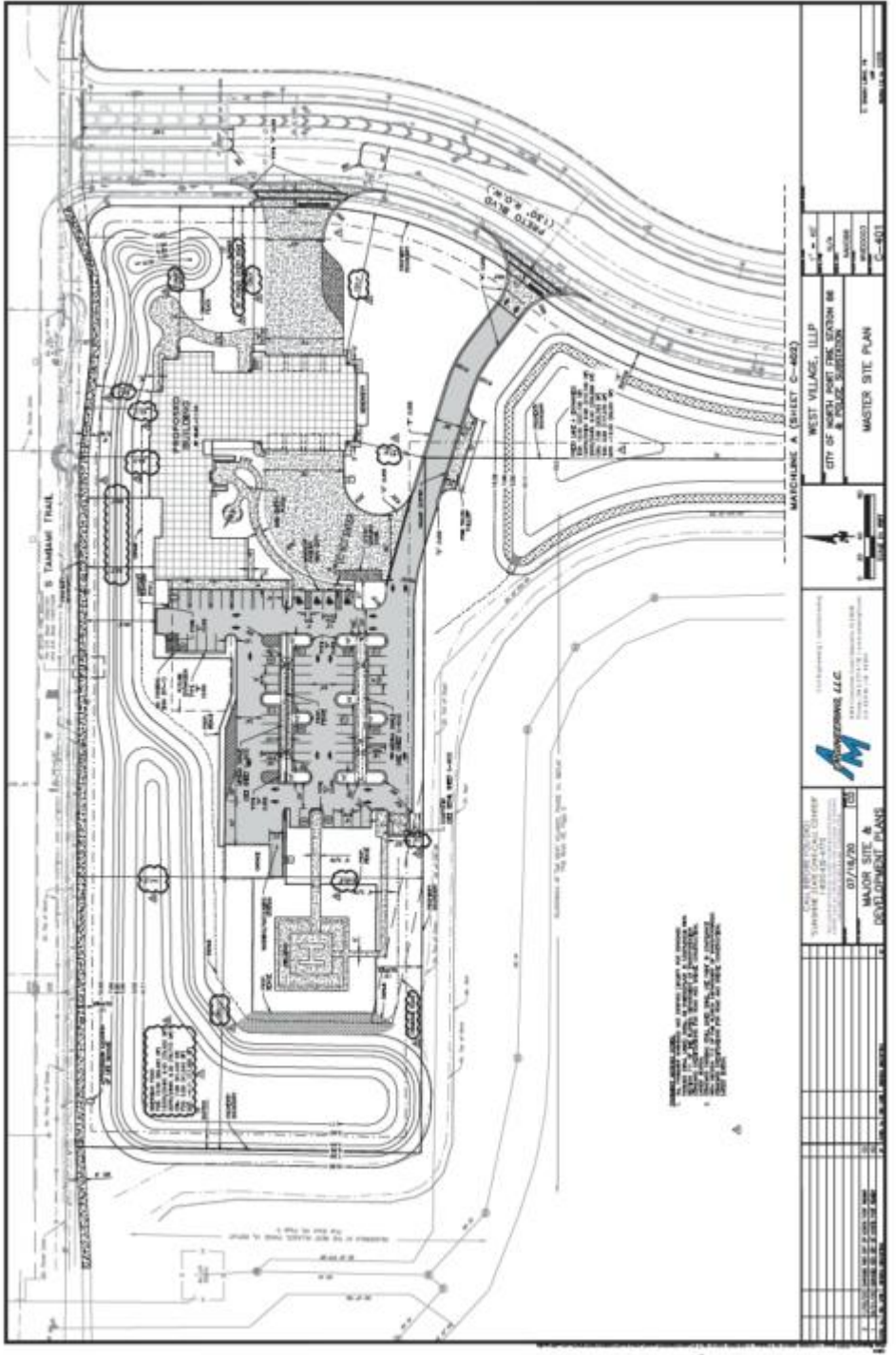


EXHIBIT C

CUSTOMER'S RESERVED ALLOCATIONS¹

Reserved Annual Average Daily Quantity
5,900

¹ Expressed in terms of gallons per day.
4863-2829-0093.2

EXHIBIT D

Infrastructure Construction, Turnover and Conveyance Policies

The West Villages Improvement District (“WVID”), an independent special district formed in 2004, owns, operates, and maintains various public infrastructure improvements within its boundaries, including but not limited to collector roadways (with associated landscaping and hardscaping improvements), irrigation infrastructure, stormwater management/drainage infrastructure as well as Master Bike Path/Trail systems. This document outlines the process of the design and eventual turnover of public infrastructure improvements to WVID acceptable improvements which are constructed by the Builder.

Design, Permitting and Pre-Construction:

1. Irrigation:

- a. During the initial design of irrigation systems, the Buyer, the District Engineer and the WVID Operations Manager will meet to discuss and mutually agree to:
 - i. Determine the point of connection to the WVID Master Irrigation System
 - ii. Clarify where the WVID system ends for the project (typically the location of the meter for the irrigation system at the closest point to the property line.)
 - iii. Review locations of existing and planned well sites, irrigation ponds, or pipeline routes on the property
 - iv. Discuss and agree to irrigation allocation needs, including irrigation acreage for the project. The Buyer must provide the District Engineer with a Cad File for the District to calculate the allocation.
 - v. Discuss what portions of the public infrastructure system will be constructed by the Buyer or by the WVID. Typically, the Buyer will be responsible for all irrigation improvements including connection to the WVID Master system.
 - vi. Ensure that the Buyer understands it must agree to design and construct its own irrigation pond sufficient for the irrigation needs of its project into which irrigation water will be discharged. Such designs should maximize lake area for the irrigation system. Smaller parcels, such as those parcels within the Wellen Park Downtown area, may be exempt from this requirement at WVID’s discretion.
 - vii. Review equipment requirements. Buyer agrees to install equipment manufactured by Hoover Pumping Systems unless otherwise agreed to in writing by the WVID Operations Manager. The pump station shall be reviewed and approved by the Operations Manager and District Engineer prior to installation. Note that this pumping system will be the metered withdrawal point for the development’s water usage
 - viii. WVID will provide the Buyer with its Water Conservation Plan, which the Buyer will acknowledge receipt of.
- b. The Buyer (or the applicable homeowners’ association (“HOA”) for the Buyer’s development, as applicable) shall enter into an agreement with WVID relating to

WVID's provision of irrigation water to the community, which agreement shall include irrigated acreage, annual average and peak month demands and rates to be charged for WVID's provision of irrigation service to the development.

2. *Stormwater Ponds, Drainage Systems, and Improvements in District Rights-of Way*

- a. During the initial design of the Buyer's project, the Buyer, the District Engineer and the WVID Operations Manager will meet to discuss and mutually agree to:
 - i. Access to stormwater ponds
 - ii. Littoral shelf location and plantings
 - iii. Planned Improvements by the Buyer within WVID rights-of-way must be reviewed and approved by the District Engineer. All median cuts and turn lanes must be curbed. A WVID Right of Way Use permit must be applied for by the Buyer and obtained prior to commencing work.
 - iv. Electrical connection location for fountain, if applicable
 - v. No plans or permit application will be submitted to the City of North Port ("City") or SWFWMD without approval of the District Engineer. The District will charge a fee to review these plans.
- b. Operation and maintenance of stormwater facilities
 - i. The Buyer hereby acknowledges that the HOA will maintain stormwater ponds, littoral zones, and the associated drainage improvements below the water level in the ponds, until ninety (90) percent of the homebuilding has occurred as determined by the District's Engineer, so as to ensure the functionality of the stormwater management system, and the Buyer (or the HOA, as applicable) will maintain the pond banks and other areas above the water level. WVID is not responsible for any pond bank maintenance or any maintenance of the storm sewer piping and appurtenances outside of the actual stormwater management pond/lake
 - ii. The Buyer acknowledges that the City requires an aeration system in all stormwater retention ponds. These aeration devices shall be installed by the Buyer and operated and maintained by the Buyer.

3. *Landscaping*

- a. During the initial project design, the Buyer and the WVID Operations Manager will meet to discuss and mutually agree to whether there are any landscape buffers and berms adjacent to WVID road rights-of-way which WVID intends to own and maintain.
- b. Should there be landscape berms or buffers that will be owned and maintained by WVID, the Buyer agrees to coordinate with the WVID Operations Manager in the design of these areas.

4. *WVID Approval of Plats*

- a. The Buyer agrees to provide the District Engineer with a copy of the draft plat(s) for the project for review and approval prior to submittal to the City of North Port. The District will charge a fee for the plat review.

5. *Pre-Construction Requirements, Construction Commencement Notification and Plans and Permits*

- a. The Buyer shall provide 30 day written notification to the WVID Operations Manager

and District Engineer prior to the commencement of construction, which notice shall also include the anticipated date of substantial completion of site construction relative to the project.

- b. Along with the 30- day notification, the Buyer shall provide the WVID Operations Manager with a copy of its Hurricane Protocol which will outline the policies and procedures to be taken by the Buyer's contractors should a hurricane or other severe weather event be forecast prior to the completion of construction.
- c. The Buyer shall coordinate with the WVID Operations Manager and District Engineer in scheduling the Pre-Construction Meeting at least 10 days prior to the anticipated day of the meeting. The WVID Operations Manager and District Engineer shall be entitled to attend. With this notification, the Buyer shall provide the Operations Manager and District Engineer with a copy of the approved construction plans and all permits.

Construction Completion:

1. Inspections

- a. The Buyer agrees that for any improvements WVID will take ownership of (or will maintain upon completion), including stormwater ponds, drainage pipes, storm inlets and irrigation distribution infrastructure, WVID will engage an engineering firm to provide inspection services to verify that the improvements have been constructed in accordance with the approved construction plans. The Buyer agrees that the total cost of these inspection services will be paid for by the Buyer and payment shall be received by the WVID prior to actual acceptance of title for the property by the WVID

2. Irrigation

- a. The Buyer shall provide the WVID Operations Manager and District Counsel 60 days written notice of its anticipated construction completion and turnover date.
- b. The Buyer shall provide the WVID Operations Manager 30 days written notice of its planned commencement of irrigation operations.
- c. Prior to the delivery of any irrigation water, a systems check will be required to be conducted by Buyer and reviewed and approved by the WVID Operations Manager
- d. Prior to the delivery of any irrigation water, the Buyer shall provide the WVID Operations Manager with signed and sealed record drawings of any portions of the irrigation distribution system to be owned by WVID that was constructed by the Buyer.

3. Stormwater Ponds and Drainage System

- a. The Buyer shall provide the WVID Operations Manager and District Counsel 60 days written notice of its anticipated construction completion and turnover date.
- b. Upon completion of the stormwater system, the Buyer's engineer shall provide the WVID Operations Manager and District Engineer with signed and sealed record drawings of the stormwater ponds, control structures and lake interconnection pipes. Record Drawings shall meet SWFWMD standards and shall include a contour of the lake bottom.
- c. A representative of the Buyer shall perform a field review with the District Engineer and WVID Operations Manager to review the ponds, including project littoral shelf

plantings, wetland and other preservation areas and control structures, once the Record Drawings have been provided to WVID.

- d. The Buyer's Engineer shall provide WVID a copy of the SWFWMD As-Built Certification and Request for Conversion to Operation Phase submitted by the Engineer to SWFWMD.
- e. Upon receipt of the above certification information, WVID will take over responsibility of the stormwater ponds as noted above including the littoral zones.

4. *Landscaping*

- a. The Buyer shall provide the WVID Operations Manager and District Counsel 60 days written notice of its anticipated construction completion and turnover date.
- b. Upon the completion of any landscaping installed by the Buyer that WVID will maintain, the Buyer shall notify the WVID Operations Manager and provide written certification from a Registered Landscape Architect that the landscaping has been installed per the approved plans and specifications.

Conveyance of Improvements to WVID Upon Completion

1. The following documents shall be provided to District Counsel by Buyer relative to the planned conveyance of improvements to WVID in accordance with the following timeline:
 - a. Within 30 days prior to the planned conveyance, the Buyer shall provide the following:
 - i. Copy of Construction Contract;
 - ii. Copy of recorded plat (if applicable);
 - iii. Legal description of the real property to be conveyed to WVID, if applicable, which can be described by plat references; and
 - iv. List describing the of improvements to be acquired for inclusion in the bill of sale.
 - b. Within 10 days prior to the planned conveyance, the Buyer shall provide the following:
 - i. Copy of final pay application or other evidence of final payment of contractor by Buyer;
 - ii. Copy of affidavit or other document of Buyer assigning construction warrant to WVID;
 - iii. Copy of an Ownership and Encumbrance Report for any real property to be conveyed to WVID, if applicable, which shall be prepared at Buyer's expense;
 - iv. Recorded copies of terminations of any notices of commencement, releases of any liens, mortgages, or other encumbrances relative to the real property to be conveyed to WVID (if real property is to be conveyed);
 - v. Recorded copies of any access or other easements deemed necessary as determined by District Counsel;
 - vi. Certificate of Buyer's engineer that all improvements to be conveyed to WVID are complete, have been constructed and/or installed in accordance with all required laws and permits, and the cost paid to construct such

improvements(if WVID plans to reimburse the Buyer for construction of the improvements);

- vii. Copies of government approvals certifying completion of improvements, if applicable; and
- viii. Record Drawings/as-builts, if not already provided to WVID.

WVID will thereafter prepare draft forms of any bills of sale, special warranty deeds, District Engineer certificates, requisitions, or other documents (collectively, the “Conveyance Documents”) needed to convey title to the improvements or real property, as applicable, for execution. WVID will charge a flat fee of \$3500 for the preparation of these documents associated with the Buyer transferring property to WVID.

- 2. Due to the timing of when the above-referenced documents are provided to District Counsel for review, there may be a lag between the time of project completion and the time of the conveyance of the improvements to WVID. The Buyer agrees to maintain the infrastructure improvements in satisfactory condition, as determined by WVID, prior to conveyance to WVID.

WVID Fees

- 1. For WVID work associated with Buyer coordinate and meetings, plan and plat review and conveyance documents, WVID will charge the following fees:

Event Permit	\$250, plus any professional fees at regular billable rate for engineering or legal review, if required
--------------	---

ROW Permit Review Fees	
Review application (1 hr DE, 1 hr OM)	\$500
Pre-construction Meeting	\$500
Normal review during construction	\$500
Final walk through and acceptance	\$500
Total	\$2,000

Development Parcels Review Fees*					
Event	Single Family Residential less than 80 lots	Single Family Residential 80 to 250 lots	Single Family Residential greater than 250 lots	Multi-family or Non-residential less than 5 acres	Multi-family or Non-residential greater than 5 acres
Kick off meeting	\$500	\$500	\$500	\$500	\$500
Review of Development Plans	\$750	\$1,550	\$2,250	\$750	\$1,550

Preparation of irrigation and pond maintenance agreements	\$3,700	\$5,850	\$8,000	\$3,700	\$4,200
Plat Review and CONP Coordination	\$1,000	\$1,500	\$2,000	\$0	\$0
Final Review and Acceptance of Irrigation improvements	\$500	\$1,000	\$1,500	\$500	\$1,000
Total for Initial Phase or Total Project	\$6,450	\$10,400	\$14,250	\$5,450	\$7,250
Phase Plat Review After Initial Plat Has Been Reviewed	\$1,000	\$1,500	\$2,000	\$0	\$0

Miscellaneous:

Plat without lots review: less than 10 acres = \$1,000

Plat without lots review: greater than 10 acres = \$1,500

* Rates will be charged upon the occurrence of each Event for a project.

* All rates herein may be increased per year without the further need for a rate hearing by a maximum of five percent (5%) or the actual CPI for the previous twelve (12) months.

The above fees must be provided to WVID at the initial design meeting with the District Engineer and Operations Manager.

West Villages Improvement District

Water Conservation Plan
January 2020

Landscape and Recreational
Use



Document Information

Prepared for West Villages Improvement District
Project Name WVID Water Conservation Plan
Project Number
Project Manager David P. Kelly, P.G.
Date *Revised November 2019*

Prepared for:

The West Villages Improvement District

Prepared by:



Cardno
3905 Crescent Park Drive, Riverview, Florida, 33578

Table of Contents

- 1 Introduction1**
- 2 Water Conservation Practices and Regulations1**
 - 2.1 Prohibition of Individually Owned Groundwater Wells for Irrigation 1
 - 2.2 WVID Customer Conservation Initiatives Landscape/Recreation Use 2
 - 2.3 Implementation of Local and State Water Restrictions 5
 - 2.4 Community Education on Water Conservation 5
 - 2.5 Florida Friendly Yards 5
 - 2.6 Implementation of Sustainable Development Initiatives..... 5
 - 2.7 State Funded Cost-Share Programs 5

Tables

- Table 1. Annual Average Build-Out (Year 50) Source and Demand 2
- Table 2. Peak Month Build-Out Source and Demand..... 2

Figures

- Figure 1. WVID Service Area Map

1 Introduction

WVID is a government entity that is responsible for providing numerous services to its constituents within its 11,390 acre service area (WVID Service Area). A major service feature provided by the WVID is non-potable irrigation water supplies to its customers which include: residential developments, commercial enterprises, parks and recreational fields encompassing approximately 7,175 acres (Current WUP Service Area). The WVID Service Area is shown in Figure 1. WVID Service Area Map.

The WVID is committed to using lowest quality water sources in conjunction with water conservation practices to provide all users within its service area irrigation water in the most effective and efficient manner. WVID is open to any future partnerships with the local city, county and state entities to further incorporate the use of Alternative Water Supplies (reclaimed water) into its distribution system when they become available. The WVID will evaluate and implement the latest technologies to increase conservation during the 50-year water use permit duration, this includes potential partnerships with the Southwest Florida Water Management District (SWFWMD) on cost-sharing initiatives that aid and increase water conservation.

All users within the WVID Current WUP Service Area will be required to implement Florida-Friendly Landscaping to the greatest extent practical in the design of the residential, common area and commercial elements. University of Florida Institute of Food and Agriculture Science (IFAS), Florida Friendly Yards and Neighborhoods Handbook will be used as a guide in developing the landscape architecture for all areas of the planned community. The goal will be to develop quality landscapes that incorporate drought tolerant plantings and the use of micro-jet irrigation to maximize water conservation.

2 Water Conservation Practices and Regulations

The proposed water conservation practices outlined by the WVID are presented in below:

2.1 Prohibition of Individually Owned Groundwater Wells for Irrigation

The WVID will prohibit any of its customers from installing individual groundwater wells for the purpose of providing water for irrigation; irrigation water will be supplied by the WVID for all customers within its Current WUP Service Area. This regulation is necessary to allow for a centralized water distribution system under the direct control of the WVID for irrigation water supplied to the Current WUP Service Area. Elimination of private wells that don't meet the SWFWMD's permitting regulation and reporting requirements, allows for greater control and limits irresponsible use of the areas water supplies. The implementation of the WVID Service Area and the incorporation of water conservation practices established within this plan safe guards the available water resources for the foreseeable future.

Upon build out of the WVID Current WUP Service Area, there is likely to be over 1,443 acres of residential lawn and landscape areas, and without the guidance and control of the water resources by the WVID, the owners of these residences would be compelled to use individual wells to meet their irrigation needs. This would establish considerable strain on existing water supplies to meet this unregulated demand. The WVID control of irrigation supply will increase the conservation and sustainability of the local water supplies:

- WVID will utilize reclaimed water, storm water sources to the greatest extent practical prior to the use of groundwater for irrigation needs within the Current WUP Service Area. The WVID

is actively seeking and preparing for the incorporation of reclaimed water supply sources when it becomes available. The WVID will continue to work with local, county and state officials to secure, cost-share and implement the infrastructure needed to incorporate reclaimed water as a source for irrigation supply.

- The WVID will use Primary Irrigation Lake (PIL) 1, PIL 2 and PIL 3 as potential sources of water for irrigation and blending groundwater sources as the central part of the storm water capture and groundwater augmentation system. As each development within the WVID Current WUP Service Area is constructed, WVID will apply for and receive an Environmental Resource Permit (ERP) from the SWFWMD that will be used to refine the irrigation demands and provide a basis for modifying the water use permit to delineate irrigated areas and define each lake's augmentation re-pump system.
- As the WVID Current WUP Service Area is built out, reclaimed water and storm water will become more available. With each new phase of development and ERP modification, reclaimed water availability and storm water will be evaluated and as applicable used to offset groundwater quantities. Eventually reclaimed water and storm water will provide the majority of irrigation supply. Table 1. shows at year 50, reclaimed water will be able to supply approximately 100 percent of the irrigation demand on an annual average daily basis. Table 2 demonstrates that reclaimed water will only make up approximately 50 percent of the peak month demand. Actual reclaimed water availability will be refined as WVID Current WUP Service Area is developed.

Table 1. Annual Average Build-Out (Year 50) Source and Demand

Source	Supply Quantity
Englewood Water District Reclaimed Water (Future)	250,000
Sarasota County Reclaimed (Future)	250,000
West Village Improvement District WWTP (Future)	4,000,000
Sub-Total Reclaimed Water (Future)	4,500,000
Storm Water (Future)	Unknown
Existing and Proposed Irrigation Well Supply	2,488,840
Total Build-Out Irrigation Demand (Annual Average)	3,032,800

Table 2. Peak Month Build-Out Source and Demand

Source	Supply Quantity
Englewood Water District Reclaimed Water (Future)	250,000
Sarasota County Reclaimed (Future)	250,000
West Village Improvement District WWTP (Future)	4,000,000
Sub-Total Reclaimed Water (Future)	4,500,000
Storm Water (Future)	Unknown
Existing and Proposed Irrigation Well Supply	6,734,900
Total Build-Out Irrigation Demand (Peak Month)	9,600,000

Note: Up to an additional 2.0 mgd of reclaimed water from WVID WWTP may be available at plant build out

2.2 WVID Customer Conservation Initiatives Landscape/Recreation Use

The WVID as a government entity is a supplier of water that uses an integrated system to distribute water for the use of irrigation within its Current WUP Service Area. The WVID will meter water within its

distribution system to measure the amount of water that is provided to each customer. The WVID is not responsible for the customer's irrigation system and its implementation. The WVID will supply water to meet the customer's demand based on the District's AGMOD irrigation allocation program. Prior to any customer receiving irrigation water from WVID, the customer must supply a water conservation plan that at a minimum addresses the following practices outlined below. The WVID will submit the plans to the Southwest Florida Water Management District. WVID will require that each customer update their plan every 5-years from the date of initial connection to the WVID irrigation distribution system. The conservation plan at minimum will address the following items:

- Landscape planning and design will adhere to Florida Statute chapter 481 Part II, landscape architecture rules and chapter 373.185, local Florida-friendly landscaping ordinances.
- The customer will conduct monthly analysis of their irrigation systems using a dedicated computer program that operates the individual pump stations and irrigation zones. Irrigation system efficiency will be able to be monitored in real time using an integrated irrigation computer program by evaluating irrigation system pressure, pumpage, and application rates to determine if the systems are operating at peak efficiency standards. The entire irrigation system will be periodically field tested to ensure that recorded values within the irrigation program are accurate.
- The customer will adhere to all City of North Port and Southwest Florida Water Management District watering restrictions. This includes limiting irrigation to twice a week and before 10:00 AM and after 4:00 PM as indicated in the District's Phase I Water Shortage Restrictions.
- The customer will monitor pumpage rates and irrigation system pressure in real time to determine if potential leaks or system clog exist. The customer will conduct system wide field inspections of the entire irrigation management system on a yearly basis checking nozzles, valves, filters and meters to ensure they are operating at maximum efficiency. The customer's irrigation sprinklers run times will be controlled from their irrigation program instead of in-field timers to ensure accurate watering applications.
- The customer will reduce runoff by operating an on/off rest cycling for all irrigation zones located on the subject property. The on/off cycling ensures that the evapotranspiration needs of the plant are delivered at a rate in which the plant and soils can uptake the water. The system is then turned off to allow water infiltration into the soil for no less than twenty minutes before the system irrigates the final supplemental water demand. This on/off rest cycling ensures that runoff from irrigation is reduced and often eliminated. The customer's staff will field verify sprinkler positions to ensure that paved areas are not irrigated.
- The customer's landscape staff will conduct an ongoing analysis of the irrigation system efficiency, including conveyance, distribution, and application rates. The analysis shall include periodic testing for application and distribution uniformity, and system maintenance to irrigate efficiently.
- The customer's landscape staff will avoid daytime irrigation, aeration or other activities which involve spraying water into the air to the greatest extent practicable to minimize water losses from evaporation and the wind. This does not apply to daytime use of water for system maintenance or other necessary non-irrigation uses.
- The customer's landscape staff will conduct an ongoing maintenance and repair program on the water distribution and irrigation systems, including a system-wide survey conducted at least once per year that includes monitoring flow rates and system pressures to detect leaks and clogs; routine cleaning of system components (nozzles, valves, filters, meters, etc.); checking controllers or timers for accurate operation; and monitoring meters for unusually high or low readings.

- The customer's landscape staff will evaluate the feasibility of improving the efficiency of the water distribution and irrigation systems, converting to a more efficient system when it is determined to be operationally and economically feasible.
- The customer's landscape staff will implement an irrigation schedule that maximizes the efficiency of delivering the correct quantity of water to the root zone at the time it is needed. This will be accomplished with automated on/off cycling to ensure that the evapotranspiration needs of the plant are delivered at a rate in which the plant and soils can uptake the water. The programmable automated on/off cycling, will allow water infiltration into the soil for no less than twenty minutes before the system irrigates the final supplemental water demand. This allows for varying the irrigation schedule (time and duration) to accommodate rainy and dry seasons, adjustments for rainy versus dry and normal rainfall years. The irrigation system will also incorporate rain sensors, and reduce irrigation during dormant months.
- The customer's landscape staff will monitor ambient conditions and soil profile using soil moisture sensors and weather station data to help determine when and how much irrigation water is needed.
- The customer's landscape staff will use frequent mowing practices to keep turf at an optimum constant height to provide a dense canopy to retain soil moisture by shading.
- The customer's landscape staff will reduce or eliminate irrigation runoff by monitoring irrigation duration daily so that only the water necessary for plant growth is used and avoiding irrigation of paved areas.
- The customer will incorporate Florida Friendly landscaping throughout their property whenever possible.

Customers that receive water for the irrigation of Sport Playing Fields (Recreational Use) from the WVID will address the following items in their conservation plans:

- The customer's staff will monitor their irrigation systems and sprinkler layouts to ensure that water application is targeting only the areas that require irrigation (i.e. playing areas).
- The customer will install and use an irrigation system that incorporates low water application rate equipment (30 gallons per hour or less) for lawn and landscaping areas and non-sports playing fields areas to the greatest extent technically and economically practical.
- The customer will limit frequent irrigation to sensitive water critical areas.
- The customer will adhere to rigorous standards when designing surfaces and playing areas that meet the highest quality standards expected within the related professional industry.

If the customer uses more water for irrigation than their AGMOD allocation, WVID will notify the customer that they are over using irrigation supplies. If the customer does not come into compliance with irrigation demand allocation within 90 days, WVID will inform the customer that they are required to submit a corrective action plan. That plan, at a minimum, will include a review of their existing irrigation conservation plan and address how it is being implemented, along with providing any foreseeable updates to their plan. The corrective action plan will require identification of the cause of the over use, and corrective actions taken to return their use into compliance. Furthermore, the corrective action plan will identify actions taken by the customer to ensure there will not be a recurrence of same issues, which caused the initial over use.

2.3 Implementation of Local and State Water Restrictions

The WVID will require all customers within the Current WUP Service Area to adhere to City of North Port and the SWFWMD's watering restrictions. These restrictions include lawn and landscape irrigation limited to 2 days per week. Even number addresses will be watered on Thursdays and/or Sundays. Odd number addresses will be watered on Wednesdays and/or Saturdays. Common areas will be watered on Tuesdays and/or Fridays. These irrigation events will only occur between 4 pm and 10 am the following day. This is to avoid irrigation during peak periods of plant evapotranspiration. The WVID will also try to incorporate additional initiatives aimed at water conservation such as: the SWFWMD Skip-A-Week campaign, educational efforts on drought conditions and irrigation restrictions, and the IFAS Florida Friendly Yards initiative described in Section 1.

2.4 Community Education on Water Conservation

The WVID plans on implementing a robust water conservation education campaign to inform residents and commercial entities within the community on the importance and benefit of utilizing conservation practices as part of their yearly routines. The water conservation education campaign may consist of a variety of media platforms created by the WVID to provide outreach to its customers, these may include: 1.) Discussion of water conservation Action Items at each WVID customer community board meeting, 2.) Informative and educational pamphlets distributed to all customers, These proposed activities will grant the WVID the ability to educate all of its customers within the Current WUP Service Area on the importance and benefit of water conservation in their daily lives.

2.5 Florida Friendly Yards

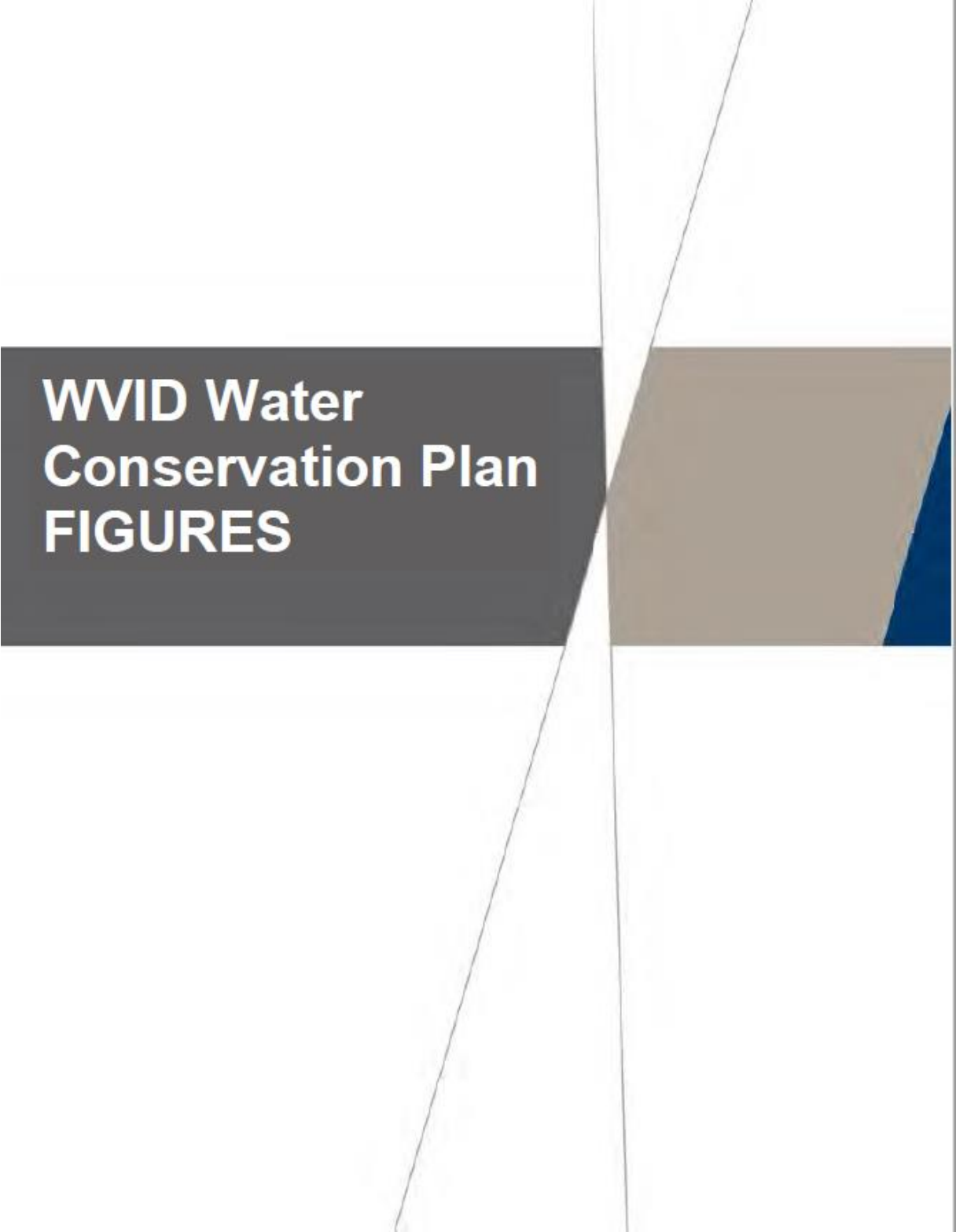
The WVID will require that customers adhere to Florida Statute chapter 481 Part II, landscape architecture rules and chapter 373.185, local Florida-friendly landscaping ordinances.

2.6 Implementation of Sustainable Development Initiatives

Sustainable development is a key goal for the WVID as it looks to the future of planned communities and their presence within the environment. The WVID will look to programs and organizations such as the Florida Water Star and Florida Green Building Coalition (FGBC) for guidance on sustainable community development practices including indoor and outdoor water conservation criteria and ways to incorporate these ideas as key pillars in the community's development.

2.7 State Funded Cost-Share Programs

The ability to partner with State organizations such as the SWFWMD to initiate and implement cost-sharing programs that further advance water conservation activities within the WVID Current WUP Service Area is very important. The current cost-share programs provided by the SWFWMD include landscape irrigation evaluations, landscape demonstrations, evapotranspiration controllers, rains sensors and soil moisture sensors. Each of these programs will be evaluated by the WVID to determine which programs will provide the greatest impact and benefit to their customers.

The image features a central graphic design on a white background. It consists of several overlapping geometric shapes and lines. On the left, a dark grey rectangle contains the text 'WVID Water Conservation Plan FIGURES' in white, bold, sans-serif font. To its right, a light brown trapezoidal shape overlaps the grey one. Further right, a dark blue triangular shape overlaps the brown one. A thin, light grey vertical line runs through the center, and another thin, light grey diagonal line crosses the composition from the bottom-left towards the top-right. A thin black vertical line is positioned on the far right edge of the graphic area.

**WVID Water
Conservation Plan
FIGURES**

