



Since 1967
Reedy Creek
IMPROVEMENT DISTRICT

BOARD OF SUPERVISORS

March 24, 2021
9:30 a.m.

AGENDA

Board of Supervisors

Reedy Creek Improvement District
1900 Hotel Plaza Blvd.
Lake Buena Vista, FL 32830

March 24, 2021

9:30 a.m.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SAFETY MINUTE
4. APPROVAL OF MINUTES
 - A. Minutes of the February 24, 2021 BOS Meeting
5. REPORTS
 - A. District Administrator
 - B. Deputy District Administrator
6. CONSENT AGENDA

The next portion of the meeting is the Consent Agenda which contains items that have been determined to be routine. The Board of Supervisors in one motion may approve the entire Consent Agenda. The motion for approval is non-debatable and must receive unanimous approval. By the request of any individual, any item may be removed from the Consent Agenda and placed upon the Regular Agenda for discussion.

A. District-Wide Fiber/DMS Project – Design Services

- CONSIDERATION of Request for Board approval to award a Not-To-Exceed Authorization in the total amount of **\$45,000.00** under Master Agreement M000145 to **Southeastern Surveying and Mapping Corporation**. This authorization is for survey services required to support the design of the District-Wide Fiber/DMS project. Staff also requests Board authorization for the District Administrator or Deputy District Administrator to execute change orders up to an aggregate amount of **10%** of

the contract amount. **(EXHIBIT A)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

B. World Drive North Phase III – Professional Services Agreement

- CONSIDERATION of Request for Board approval to enter into an Agreement for Professional Services with **Consor Engineers, LLC**, in the Not-To-Exceed total amount of **\$36,053.00**, for construction scheduling services in support of the World Drive North Phase III project. **(EXHIBIT B)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

7. REGULAR AGENDA

A. Amending Other Post-Employment Benefits Trust (OPEB) - RCID Resolution No. 626

- CONSIDERATION of Request for Board approval to amend **RCID Resolution No. 535**, a Resolution of the Reedy Creek Improvement District authorizing the establishment of the Reedy Creek Improvement District other post-employment benefits trust fund; providing for administration and investment of the trust fund; authorizing contributions to the trust fund; providing for the severability of the parts hereof; and providing for an effective date. **(EXHIBIT C)**

B. ECEP Chiller Plant Rehabilitation Phase II (B1015) – Owner-Furnished Material

- CONSIDERATION of Request for Board approval of Owner-Furnished Material (OFM) in the amount of **\$1,200,000.00** for the ECEP Chiller Plant Rehabilitation Phase II project.

Funding for this request is derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable).

C. ECEP Chiller Plant Rehabilitation Phase II (B1015) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an amount Not-To-Exceed **\$100,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the ECEP Chiller Plant Rehabilitation Phase II project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project.

Funding for this request is derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable).

D. District-Wide Fiber/DMS Project – Design Services

- CONSIDERATION of Request for Board approval to award a Not-To-Exceed Agreement to **Reedy Creek Energy Services (RCES)** in the total amount of **\$75,000.00** in support of the District-Wide Fiber/DMS project. This amount will fund the design of five new single phase transformers to allow RCID to connect secondary power service to energize five new dynamic message signs. **(EXHIBIT A)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

8. PUBLIC HEARING

A. Adoption of Revised Utility Rates for 2021

- CONSIDERATION of Request for the Board to adopt proposed rates for electric for customers served by the Reedy Creek Improvement District effective for the first meter reading after March 22, 2021. **(EXHIBIT D)**

9. OTHER BUSINESS

10. ADJOURNMENT

Orlando Sentinel

Published Daily
ORANGE County, Florida

Sold To:

Reedy Creek Improvement District - CU00123330
PO Box 10170
Orlando,FL 32830-0170

Bill To:

Reedy Creek Improvement District - CU00123330
PO Box 10170
Orlando,FL 32830-0170

**State Of Illinois
County Of Cook**

Before the undersigned authority personally appeared

Jeremy Gates, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, March 24th, at 9:30 a.m. was published in said newspaper in the issues of Mar 08, 2021.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County,



Jeremy Gates

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 9 day of March, 2021,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

NOTICE OF MEETING

YOU WILL PLEASE TAKE NOTICE that on March 24th, at 9:30 a.m., or as soon thereafter as practicable, the Board of Supervisors of the Reedy Creek Improvement District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time, they will consider such business as may properly come before them.

BY: Wanda Siskron, Clerk
Reedy Creek Improvement District

OS6898276

3/8/2021

6898276

PUBLIC HEARING NOTICE

A Public Hearing will be held for the purpose of adopting proposed rates for electric for customers served by the Reedy Creek Improvement District effective for the first meter reading after March 22, 2021. The Public Hearing will be held on March 24, 2021 at 9:30 a.m., 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida, at which time and place comments will be received concerning the rates as set forth below:

PROPOSED ELECTRIC RATE SCHEDULES

RATE SCHEDULE RS (RESIDENTIAL SERVICE)

	<u>PROPOSED</u>	<u>CURRENT</u>
Rate per month		
Customer Facilities Charge		
per month	\$ 2.85	\$ 2.85
Energy Charge		
cents per KWH	9.436	9.032
Fuel Charge		
cents per KWH	1.296	1.700

RATE SCHEDULE GS (GENERAL SERVICE)

Rate per month		
Customer Facilities Charge		
per month	\$ 2.85	\$ 2.85
Energy Charge		
cents per KWH	14.573	14.169
Fuel Charge		
cents per KWH	1.296	1.700

RATE SCHEDULE GSD (GENERAL SERVICE DEMAND)

Rate per month		
Customer Facilities Charge		
per month	\$20.00	\$20.00
Demand Charge		
Dollars per KW Demand	7.689	7.689
Energy Charge		
cents per KWH	5.954	5.550
Fuel Charge		
cents per KWH	1.296	1.700

**WANDA SISKRON,
DISTRICT CLERK**

MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

February 24, 2021

9:30 a.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 9:30 a.m. on Wednesday, February 24, 2021 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were Larry Hames, Max Brito, Jane Adams, Don Greer, and Wayne Schoolfield, constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Ann Blakeslee, Deputy District Administrator; Wanda Siskron, District Clerk; Tina Graham, Assistant District Clerk, Administration; Chris Quinn, Finance; Eddie Fernandez, HR; and Ron Zupa, Technology Services. Those participating via teleconference were: Heidi Powell and Lexy Wollstadt, Finance; Bruce Jones, Procurement; Eryka Washington and Erin O'Donnell, Communications; Chris Ferraro, Mark Swanson, Ray Crooks and Anthony Kasper, RCES; Jerry Wooldridge, Building & Safety; Kate Kolbo, Planning & Engineering; Yenni Hernandez, Technology Services; Jason Middleton, HR; Kerry Satterwhite and Craig Sandt, Facilities; Mike Crikis, Environmental Sciences; Deputy Chief Eric Ferrari RCFD; and Ed Milgrim and Ilana Perras, Milgrim Law Group.

President Hames asked the attendees to please stand for the Pledge of Allegiance.

SAFETY MINUTE

Mr. Eddie Fernandez advised that since everyone in attendance is familiar with the fire exits and emergency layout of the Administration Building, he wouldn't elaborate on those subjects. Mr. Fernandez advised that this month's safety topic is ladder safety and smoke detectors. When changing batteries in smoke detectors, Mr. Fernandez advised everyone to always maintain three points of contact with a ladder and to make sure you inspect the ladder for stress points, loose screws or breaks before use. Mr. Fernandez advised to always know what is beneath the ladder. Mr. Fernandez advised that there are over 30,000 injuries yearly in the U.S. due to ladder accidents and approximately 6,000 deaths.

APPROVAL OF MINUTES

Minutes from the January 27, 2021 BOS Meeting were approved and accepted as presented.

The District Clerk recorded proof of publication of the meeting notice. **(EXHIBIT H)**

REPORTS

A departmental report was presented by the District Administrator and the Deputy District Administrator. **(EXHIBIT I)**

Mr. Classe advised the BOS Members that there was an RCID information book located at each Member's desk for them to take home with them. Mr. Classe advised that this book will be updated every couple of years.

Mr. Classe advised that the Orlando Economic Partnership has a Diversity, Equity and Inclusion Pledge and that the District has signed up for this ongoing initiative. Mr. Classe advised that one portion of this pledge is to engage new partners in the marketplace which includes vendors, staffing and partnerships with minority-owned businesses and the District is doing this.

Mr. Classe advised that we continue to manage the pandemic protocols which include working from home through the end of March. Mr. Classe advised that steps are being taken to keep the District personnel safe on property.

Mr. Classe advised that January 28th was National Fun Day at Work. Mr. Classe advised that our Employee Engagement Committee and Technology Services Department put together trivia challenges during the day. Approximately 66 employees participated with 20 prizes/gift cards awarded. One of the trivia questions was, "What was one of John Classe's summer jobs before he was a Civil Engineer?" Mr. Classe advised that he was a lifeguard at the Polynesian Resort during summer break from college. Another question was related to John's having a menagerie of cats and dogs at home. What was the name of one of his cats named after a Disney character? It is Daisy.

Ms. Blakeslee advised that she has nothing to report other than a review of the financial statements and update on bond issues at the end of the agenda today. There will also be a pre-signing on Utilities bonds after the Board adjourns.

CONSENT AGENDA

President Hames proceeded to the Consent Agenda and advised that the Consent Agenda exists of general administrative items and items under a specific cost threshold. Any item can be pulled from the Consent Agenda for further discussion, if requested. Consent Agenda items are shown below:

Item 6A – RCID 2016-2024 Transportation Projects Job Site Safety Observation – Additional Funding

CONSIDERATION of Request for Board approval to allocate additional funding in the amount of **\$32,000.00** for continued construction project job site safety oversight services provided by

Colonial Risk Management, LLC, pursuant to RCID Contract C005403. Funding for this request is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

Item 6B – Osceola Parkway at Victory Way Interchange Area Development – Professional Services Change Order Allowance

CONSIDERATION of Request for Board approval to increase the previous Board authorized change order allowance to Reedy Creek Improvement District’s agreement with **Atkins North America, Inc.**, in the amount of **\$6,400.00**, for landscaping and irrigation redesign services supporting the Osceola Parkway at Victory Way Interchange Area Development project. This request will be reimbursed under the executed Osceola Parkway and World Drive Interchange NE Quadrant Area Development Reimbursement Agreement between the Reedy Creek Improvement District and Walt Disney Parks and Resorts U.S., Inc. Funding for this request will be reimbursed to the District as noted above.

Item 6C – First Amendment to Interlocal Agreement between RCID and Orange County for Delivery of Wholesale Water Services to the Flamingo Crossings Development

CONSIDERATION of Request for Board approval of the “First Amendment to Interlocal Agreement between Reedy Creek Improvement District and **Orange County** for Delivery of Wholesale Water Services to the Flamingo Crossings Development” and to authorize the District Administrator to execute the Agreement. Under this Amendment, the Orange County service area to be temporarily served with water services will be expanded to include areas outside of the Flamingo Crossings area, and wastewater billing will be based on a wastewater flow meter to be installed at the Wastewater System Infrastructure Point of Connection as shown on Exhibit D-2 of the Agreement. **(EXHIBIT A)**

Item 6D – Live Front to Dead Front Switch Change-Outs (P1108) – Revision to Preliminary Budget

CONSIDERATION of Request for Board approval to revise the preliminary budget for the Live Front to Dead Front Switch Change-Outs project by reducing approved funding in the Owner-Furnished Material (OFM) line item and increasing funding in the Construction and RCES Soft Cost line items. The total preliminary budget amount will remain unchanged. Funding for this request is derived from the RCID Series 2015-1 Utility Revenue Bonds (Non-Taxable). **(EXHIBIT B)**

Item 6E – Live Front to Dead Front Switch Change-Outs (P1108) – Construction Services Change Order

CONSIDERATION of Request for Board approval to execute a Change Order to Agreement #C005345 with **The Fishel Company**, in the amount of **\$39,665.00** for additional construction services for the Live Front to Dead Front Switch Change-Outs project. Staff also requests Board authorization for the District Administrator or Deputy District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. Funding for this request is derived from the RCID Series 2015-1 Utility Revenue Bonds (Non-Taxable).

Item 6F – Second Amendment to the Transaction Schedule between RCID and Duke Energy Florida (DEF)

CONSIDERATION of Request for Board approval of the Second Amendment to the Transaction Schedule between RCID and **Duke Energy Florida (DEF)** dated July 24, 2019 for Solar Energy Purchases and Board authorization for the District Administrator to execute said Transaction Schedule. Under the existing Transaction Schedule, RCID purchases up to 5MW of Solar Energy for the period August 1, 2019 through March 31, 2021. The Second Amendment extends the original purchase Term by nine (9) months to December 31, 2021. **(EXHIBIT C)**

President Hames asked if anyone had a reason to bring up any items on the Consent Agenda for further discussion. No items were pulled from the Consent Agenda for review. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the Consent Agenda.

REGULAR AGENDA

Item 7A – ECEP Chiller Plant Rehabilitation Phase I (B1007) – Revision to Preliminary Budget

Mr. Kasper requested Board approval to revise the preliminary budget from **\$5,065,000.00** to **\$5,580,000.00** for the ECEP Chiller Plant Rehabilitation Phase I project. Funding for this request is derived from the RCID Series 2018-2 Utility Revenue Bonds (Taxable). Mr. Kasper advised that this revision to the preliminary budget is necessary due to additional services being needed because of the difference in selected pumps being installed. Mr. Kasper advised that pump pads as well as electrical need to be modified. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT D)**

Item 7B – ECEP Chiller Plant Rehabilitation Phase I (B1007) – Construction Services Change Order

Mr. Kasper requested Board approval to execute a Change Order to Agreement #C005586 with **S.I. Goldman Company, Inc.**, in an amount Not-To-Exceed **\$415,000.00** for additional construction services for the ECEP Chiller Plant Rehabilitation Phase I project. Staff also requests Board authorization for the District Administrator or Deputy District Administrator to execute change orders up to an aggregate amount of **\$437,890.00**. Funding for this request is derived from the RCID Series 2018-2 Utility Revenue Bonds (Taxable). Mr. Kasper advised that this request is related to pump difference in design once the project was begun. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Schoolfield and duly seconded, the Board unanimously approved the request.

Item 7C – Contemporary Chiller Plant Booster Pump Replacement (B1011) – Design Services Change Order

Mr. Kasper requested Board approval to execute a Change Order to Work Authorization #W001 under Master Services Agreement #M000138 to **Pond Constructors, Inc.**, in the total amount of **\$57,060.00** for additional professional services associated with the Contemporary Chiller Plant Booster Pump Replacement project. Funding for this request is derived from the RCID Series

2018-2 Utility Revenue Bonds (Taxable). Mr. Kasper advised that this request is related to replacement of larger pumps capable of meeting demands of the Contemporary and Bay Lake resorts. Mr. Kasper advised that additional services are needed to support programming changes to new pumps. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Schoolfield and duly seconded, the Board unanimously approved the request.

Item 7D – Live Front to Dead Front Switch Change-Outs (P1108) – RCES Soft Costs

Mr. Kasper requested Board approval of an amount Not-To-Exceed **\$60,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the Live Front to Dead Front Switch Change-Outs project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. Funding for this request is derived from the RCID Series 2015-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that this request is in addition to two requests shown on the Consent Agenda. This work includes RCES soft costs related to this project. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request.

Item 7E – Solar Purchase Power Agreement between Bell Ridge Solar, LLC (NEXTERA Energy) and RCID

Mr. Crooks requested Board approval of the Solar Purchase Power Agreement (PPA) between **Bell Ridge Solar, LLC (NEXTERA Energy)** and RCID and Board authorization for the District Administrator to execute said PPA and all documents and attachments therein. The purpose of the PPA is to provide 75MW of Solar Energy to the District's customers for a twenty-year period beginning December 1, 2022. Mr. Crooks advised that this request is the fourth agreement for long-term solar. Mr. Crooks advised that the Board approved agreements in 2016, 2018 and 2020. Mr. Crooks advised that this will provide RCID with 40% of energy supply from solar. Mr. Crooks advised that we are not looking for any additional solar purchases for a couple of years as solar is already significant in RCID's portfolio. Mr. Crooks advised that he would give an update at next month's BOS meeting on RCID's hedging process. Mr. Crooks advised that by 2024, RCID will have more solar than anyone in the eastern United States. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request. **(EXHIBIT E)**

Item 7F – World Drive North Phase III – Design Services Change Order

Ms. Kolbo requested Board approval to execute a change order to the Professional Services Agreement between Reedy Creek Improvement District and **TLP Engineering Consultants, Inc.**, in the fee amount of **\$205,801.00**. No additional reimbursable expenses are requested. TLP's scope shall be expanded to include additional subsurface utility exploration, field survey, design review to resolve horizontal and vertical conflicts between utility design and existing underground utilities and structural design in support of a new box culvert. Staff also requests Board authorization for the District Administrator or Deputy District Administrator to execute change orders up to an aggregate amount of **10%** of the change order amount. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation

Projects Ad Valorem Bonds. Ms. Kolbo advised that this request is related to scope of work for the gathering of information related to underground utilities. This scope will glean more information and will keep to a minimum any conflicts when the project goes to the construction phase. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request. **(EXHIBIT F)**

Item 7G – Review of RCID Financial Statements

Mr. Quinn requested for the Board to accept FY2020 RCID Financial Statements. Mr. Quinn presented slides advising what services the Auditors, Ernst & Young, are engaged to perform. A copy of the Financial Statements was provided to the BOS with their packages. The Audit Committee met recently and the Financial Statements were completed. The Auditors issued various compliance reports including a management letter and all areas were good. Mr. Quinn reported that the District had an increase in total net position of \$98.2 million; a decrease in net long-term debt of \$25.8 million with principal payments of \$46.7 million; an increase in net pension liability of \$13.2 million with the discount rate decreasing to 6.8%; no significant change to OPEB liability; and Osceola Parkway Agreement payoff of \$67 million. Mr. Quinn advised the Board of Financial Statement highlights for FY2020 as shown in the copy of Financial Statements previously provided to the BOS. Mr. Quinn reported on Financial Statement Highlights for FY2020; COVID-19 Impact on Financial Statements, e.g., hiring freeze; overtime reduction; cuts to travel and unnecessary expenses; postponement of planned work and operating capital; total expenditure savings of \$13M.

Mr. Quinn reported on 2021 Issues which include initiating auditor selection process and new rules on auditor selection committee. Mr. Quinn advised that Governmental Accounting Standards Board (GASB) postponed new statement effective dates which include GASB 84 Fiduciary activities which may impact OPEB plan, notes and schedules. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT G)**

8. OTHER BUSINESS

President Hames then asked if there was any further business to discuss.

Mr. Classe advised that there would be a pre-closing of Utilities bonds immediately following today's BOS meeting. Mr. Classe advised that he has a Conflict of Interest form related to these bonds at his desk that he needs for all of the BOS members to sign before leaving the meeting today.

Mr. Classe advised that Mr. Quinn will share a brief financial overview of the document left on each BOS member's desk.

Mr. Quinn advised that this overview covers bonds issued between 2013-2020, and how the funds were spent. Mr. Quinn advised that on the first page of the document, you will see the Ad Valorem

Bonds and the Osceola Parkway settlement amount in addition to the bonds. Mr. Quinn also advised that so far, all of the transportation bonds are committed to one project or another and that the current interest rate is under 3% on all tax exempt bonds. Mr. Quinn advised that on the second page, you will see the Utility Revenue Bonds. All amounts are committed except for \$23M left over in 2018-1. Mr. Quinn advised that the new 2021 rates are at 1.75% for 15 years; 2021-2A and 2021-2B are at 1.03% over 5 years and 1.58% over 7-8 years, respectively. Mr. Quinn advised that for the refinancing of the 2011 Bonds, the interest rate is .81%, which is a really great rate from Truist/BB&T. All of the new bonds have a weighted average at 2.2% which is extremely good.

Mr. Classe advised that the next BOS meeting will take place on March 24th at 9:30 a.m. and we will continue with social distancing. Mr. Classe asked the BOS members to please be sure to keep their calendars clear, especially in May, as well as for all future meetings.

Mr. Classe advised that due to perseverance we've all experienced over this last year, he feels that today's Final Thought is very appropriate. Today's quote is from Nelson Mandela, South African anti-apartheid leader, "*It always seems impossible until it's done.*"

There being no further business to come before the Board, the meeting was adjourned at 10:10 a.m.

Laurence C. Hames
President, Board of Supervisors

ATTEST

John H. Classe, Jr.
Secretary, Board of Supervisors

DEPARTMENT REPORTS

- Reedy Creek Energy Services
- Environmental Sciences
- Human Resources
- Planning & Engineering
- Building & Safety



Reedy Creek Energy Services

Memorandum

To: RCID Board of Supervisors
From: Christine Ferraro
Subject: February Monthly Utilities Report

Date: March 26, 2021
Extension: (407) 824-4121

Monthly Utilities Report

Electric and Natural Gas Purchases and Sales

Megawatt hour loads were approximately 1% above budget with the peak load 2.3% above budget. Average temperatures for February 2021 were 1.5% higher when compared to same month in 2020 and was 4.1% lower when compared to the average temperatures experienced in 2019. Total cost per megawatt hour for February 2021 was approximately 1% below budget equating to approximately \$693 of net electric savings to plan. The modest electric savings are driven primarily by overall higher energy volumes and peak demands than forecasted coupled with higher overall natural gas prices partly resulting from adverse weather conditions occurring in Texas during the month. The higher energy costs were offset by a reduction in Transmission costs due to lower transmission system peak than projected. **Property closure resulting from the COVID19 virus pandemic continues to impact financial results for RCID and is expected to continue through the end of FY21.**

Natural Gas (Distribution and Hot Water)

Natural gas commodity prices were approximately 9.8% above budget, with volumes approximately 12% under budget. Actual volumes were lower than budgeted **driven by property closure resulting from the COVID19 virus pandemic as well as adverse weather conditions in Texas affecting pipeline deliveries during the month.** Total natural gas cost per MMBtu for February was approximately 9% above budget due to volume reductions lower than budgeted levels and adverse weather conditions affecting pipeline deliveries during the month. Gross natural gas costs were approximately \$30K under budget driven primarily by a combination of lower natural gas volumes than budgeted, somewhat offset by higher gas prices than budgeted.

Solid Waste Activities

State of the Utility Report - Solid Waste Activities				
February				
	2020	2021	Difference	% Difference
Class I Waste Collected by RCES	6142	2721	-3421	-56%
Class III Waste Collected by RCES	238	184	-54	-23%
Offsite Landfill	6635	3182	-3453	-52%
Bay Lake Landfill	2	26	24	1200%
Food Waste	1727	561	-1166	-68%
Class I Recycle	1312	581	-731	-56%
Green Waste	1303	1141	-162	-12%
C&D Collected	1899	1278	-621	-33%
Manure	298	335	37	12%

**REEDY CREEK IMPROVEMENT DISTRICT
MONTHLY INTERCHANGE REPORT
Feb-21**

INITIAL	CO.	Gross MWH	Duke				NET MWH	MWs from Indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$/ MWH	INITIAL
			Energy Imbalance	FPL LOSS	FPC LOSS	TEC LOSS						
=												=
CO	Exelon/Constellation	360	0	0	0	0	360	\$8,640.00		\$ 24.00	CO 03-03-21	
CO	Citrus Ridge Solar	6,908	0	0	0	0	6,908		\$267,739.53	\$ 38.76	CO 03-08-21	
CO	Duke-RC	3,585	0	0	0	0	3,585	\$83,935.00		\$ 23.41	CO 3-01-21	
CO	Duke-Hamilton Solar	2,240	0	0	0	0	2,240		\$60,076.80	\$ -	CO 3-04-21	
CO	Duke-RC Franklin	21,617	0	0	0	0	21,617		\$1,485,208.07	\$ 68.71	CO 3-04-21	
	Duke-RC Franklin Settlement #1		----	----	----	----			(\$66,926.09)		BP	
	Duke-RC Franklin Settlement #2		----	----	----	----			(\$146,413.47)		Morgan Stanley	
	Duke-RC Franklin Settlement #3		----	----	----	----					Cargill	
	Duke-RC Franklin Settlement #4		----	----	----	----			(\$45,088.36)		JP Morgan	
	Duke-Solar	607	0	0	0	0	607		\$41,882.31		EST	
CO	FMPA Tolling(Cane Island)	35,324	0	0	0	0	35,324		\$134,231.20		CO 03-03-21	
CO	POU-RC	870	0	0	0	0	870	\$43,920.00		\$ 50.48	CO 03-01-21	
	REM-RC	0	0	0	0	0	0	\$0.00		#DIV/0!		
CO	TAL-RC	672	0	0	0	0	672	\$15,792.00		\$ 23.50	CO 03-01-21	
CO	TEA-RC	960	0	0	0	0	960	\$105,600.00		\$ 110.00	CO 03-01-21	
	Duke Non Firm T & D		----	----	----	----			\$1,209.04		CO 03-05-21	
	Duke FIRM T&D								\$406,161.56		CO 03-05-21	
	Duke Energy Imbalance	482					482	\$35,209.25			CO 03-05-21	
PURCHASES		73625	0	0	0	0	73,625	0	\$293,096.25		\$2,138,080.58	
INITIAL		MWH	Losses to Duke LOSS	FPL LOSS	SEC LOSS	TEC LOSS	NET MWH	MW's to Indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$/ MWH	INITIAL
=												=
CO	RC-POU J	45	0	0	0	0	45		\$2,160.00		\$4.00	CO 03-01-21
CO	RC-TEA J	240	0	0	0	0	240		\$8,020.00		\$35.83	CO 03-01-21
CO	RC-TAL J	125	2	0	0	0	127		\$10,000.00		\$80.00	CO 03-01-21
TOTAL SALES		410	0	0	0	0	412		\$20,180.00		\$0.00	\$49.22
TOTAL		73215	0	0	0	0	73213		\$272,916.25		\$2,138,080.58	
NEL Including EPCOT Diesels and CoGen		73218										

AVG \$ / MWH

\$32.93

TOTAL ECONOMY AND FIRM COST

\$2,410,996.83

Month	NEL	Peak	Time	Day
Feb-21	73,217.5	141.2	14:00:00	2/15/2021

COGEN GENERATION	
GT MONTHLY	0.0
ST MONTHLY	0.0
GT & ST MONTHLY	0.0
ECEP GENERATION	
ECEP #1 MONTHLY	2.4
ECEP #2 MONTHLY	0.0
ECEP #1 & #2 MONTHLY	2.4
TOTAL GENERATION	2.4

RESOLUTION #613 / #615
MONTHLY ELECTRIC SALES, PURCHASES, AND TRANSMISSION TRANSACTIONS

Company	Electric Sales	Electric Purchases [1]	Net Profit/(Cost) [2]	Monthly Sales Subtotal	Monthly Purchases Subtotal	Net Profit/(Cost) Subtotal
Oct-20						
City of Tallahassee	\$23,645.00	\$10,530.00	\$5,492.05			
Duke Energy Florida	\$0.00	\$117,987.50	\$24,811.82			
Orlando Utilities Commission	\$347,455.00	\$0.00	\$80,066.35			
Rainbow Energy Marketing	\$0.00	\$121,827.00	\$39,145.70			
The Energy Authority	\$34,570.00	\$6,400.00	\$11,944.48			
Total October 2020				\$405,670.00	\$256,744.50	\$161,460.39
Nov-20						
City of Tallahassee	\$0.00	\$21,000.00	\$3,225.32			
Duke Energy Florida	\$0.00	\$141,452.50	\$20,461.45			
Orlando Utilities Commission	\$20,480.00	\$0.00	\$3,570.40			
Rainbow Energy Marketing	\$0.00	\$58,489.00	\$14,833.71			
The Energy Authority	\$0.00	\$16,320.00	\$4,953.60			
Total November 2020				\$20,480.00	\$237,261.50	\$47,044.49
Dec-20						
City of Tallahassee	\$0.00	\$63,221.00	\$11,898.63			
Excellon/Constellation	\$35,800.00	\$0.00	\$3,902.78			
Duke Energy Florida	\$0.00	\$66,880.00	\$14,309.20			
Orlando Utilities Commission	\$11,480.00	\$12,250.00	\$2,815.60			
Rainbow Energy Marketing	\$0.00	\$57,591.00	\$7,476.86			
The Energy Authority	\$25,260.00	\$12,320.00	\$10,847.30			
Total December 2020				\$72,540.00	\$212,262.00	\$51,250.37
Jan-21						
City of Tallahassee	\$0.00	\$15,864.00	\$3,358.93			
Duke Energy Florida	\$0.00	\$140,990.00	\$26,127.23			
Orlando Utilities Commission	\$0.00	\$11,395.00	\$935.13			
Rainbow Energy Marketing	\$0.00	\$36,121.50	\$3,028.61			
The Energy Authority	\$32,965.00	\$3,200.00	\$4,568.17			
Total January 2021				\$32,965.00	\$207,570.50	\$38,018.06
Feb-21						
City of Tallahassee	\$10,000.00	\$15,792.00	\$7,976.08			
Excellon/Constellation	\$0.00	\$8,640.00	\$442.50			
Duke Energy Florida	\$0.00	\$83,935.00	\$21,151.50			
Orlando Utilities Commission	\$2,160.00	\$43,920.00	(\$5,834.40)			
The Energy Authority	\$8,020.00	\$105,600.00	\$15,305.52			
Total February 2021				\$20,180.00	\$257,887.00	\$39,041.20
FY2021 to Date Total	\$551,835.00	\$1,171,725.50	\$336,814.51	\$551,835.00	\$1,171,725.50	\$336,814.51

[1] Does not include any purchases under long term firm contracts.

[2] Only includes impact of energy marketing activity.

Profit
19.54%

**RESOLUTION #614
MONTHLY GAS SALES, PURCHASES, AND TRANSPORTATION TRANSACTIONS**

Company	MMBTU's	\$/ MMBTU's	Monthly Purchase Subtotal	Monthly Sales Subtotal	Net Monthly Sales and Purchases Subtotal	Monthly Budgeted MMBTU's	Budgeted \$/ MMBTU's	Monthly Budgeted Subtotal
Oct-20								
Hedge Settlements - JPM, DB/MS,BP, & Cargill	0		\$314,678.85	\$0.00	\$314,678.85	438,208		\$1,275,082.54
FGU	158,472		\$325,026.01	\$0.00	\$325,026.01			
Infinite Energy	104,155		\$225,650.80	\$0.00	\$225,650.80			
Mercuria	114,867		\$236,742.95	\$0.00	\$236,742.95			
Bookout -	1,093		\$2,749.90	\$0.00	\$2,749.90			
FGT Usage	0		\$7,088.95	\$0.00	\$7,088.95			
Total October 2020	378,587	\$2.94	\$1,111,937.45	\$0.00	\$1,111,937.45	438,208	\$2.91	\$1,275,082.54
Nov-20								
Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$77,883.62)	\$0.00	(\$77,883.62)	479,587		\$1,413,191.62
FGU	153,730		\$448,021.00	\$0.00	\$448,021.00			
Infinite Energy	227,550		\$683,818.44	\$0.00	\$683,818.44			
Rainbow	10,000		\$22,812.50	\$0.00	\$22,812.50			
Bookout -	(619)		(\$1,572.70)	\$0.00	(\$1,572.70)			
FGT Usage			\$7,347.41	\$0.00	\$7,347.41			
Total November 2020	390,661	\$2.77	\$1,082,543.03	\$0.00	\$1,082,543.03	479,587	\$2.95	\$1,413,191.62
Dec-20								
Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$46,230.94)	\$0.00	(\$46,230.94)	485,371		\$1,442,928.65
FGU	158,472		\$446,257.09	\$0.00	\$446,257.09			
Infinite Energy	199,153		\$563,308.97	\$0.00	\$563,308.97			
Rainbow	92,107		\$265,820.80	\$0.00	\$265,820.80			
Cashout - FGT	(469)		(\$1,138.78)	\$0.00	(\$1,138.78)			
FGT Usage			\$8,444.44	\$0.00	\$8,444.44			
Total December 2020	449,263	\$2.75	\$1,236,461.58	\$0.00	\$1,236,461.58	485,371	\$2.97	\$1,442,928.65
Jan-21								
Hedge Settlements - JPM, DB/MS,BP, & Cargill			\$129,008.18	\$0.00	\$129,008.18	502,295		\$1,504,506.38
FGU	158,472		\$378,272.56	\$0.00	\$378,272.56			
Infinite Energy	215,560		\$533,435.20	\$0.00	\$533,435.20			
Rainbow	81,243		\$199,614.05	\$0.00	\$199,614.05			
Bookout -	(2,761)		(\$7,479.81)	\$0.00	(\$7,479.81)			
FGT Usage			\$8,548.35	\$0.00	\$8,548.35			
Total January 2021	452,514	\$2.74	\$1,241,398.53	\$0.00	\$1,241,398.53	502,295	\$3.00	\$1,504,506.38
Feb-21								
Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$254,056.46)	\$0.00	(\$254,056.46)	437,969		\$1,288,047.60
FGU	143,104		\$383,518.72	\$0.00	\$383,518.72			
Infinite Energy	237,022		\$847,413.79	\$0.00	\$847,413.79			
Mercuria	33,621		\$92,625.86	\$0.00	\$92,625.86			
Cashout - FGT	(7,430)		(\$32,359.95)	\$0.00	(\$32,359.95)			
FGT Annual Accounting Refund Settlement			(\$2,445.24)	\$0.00	(\$2,445.24)			
FGT Alert Day Penalty	3,846		\$67,094.36	\$0.00	\$67,094.36			
FGT Usage			\$7,769.18	\$0.00	\$7,769.18			
Total February 2021	410,163	\$2.54	\$1,109,560.26	\$0.00	\$1,042,465.90	437,969	\$2.94	\$1,288,047.60
FY2021 to Date Total	2,081,188	\$2.75	\$5,781,900.85	\$0.00	\$5,714,806.49	2,343,431	\$2.95	\$6,923,756.79
Volume Variance % (mmbtu)	-11.2%							
Volume Variance \$(000)	(\$774,806)							
Rate Variance \$(000)	(\$434,144)							
Total System Variance YTD	(\$1,208,950)							
Check	(\$1,208,950)							



BP Energy Company
 201 Helios Way-Helios Plaza
 Houston, TX 77079
 Tax Id: 36-3421804
 Cons Unit #: USDWX

INVOICE

Customer Details	Bank Details	Invoice Details
Reedy Creek Improvement District Ray Crooks ray.crooks@disney.com	Remit by wire transfer to: BP Energy Company For the account of: Account Name: BP Energy Company Wire Bank: JPMorgan Chase Bank Wire City/State: Columbus, OH Transit/ABA: 021000021 Account No: 9102548097	Invoice Number: 21125770 Invoice Date: 01/28/2021 Contract No: 20368 Due By: 02/03/2021

Feb 2021 Invoice for Natural Gas Swaps and/or Options

Trade Type	Deal ID	Trade Date	Beg Day	End Day	Buy/Sell Call/Put	Total Volume	UOM	BP Pays			Customer Pays			BP Receives/ (Pays)		
								Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price		Basis	Net
NG-FP-SWAP	457137	02/01/2017	01	28	S	47,964	MMBTU	NG_NYMEX(NYM 1d)	2.7600	0.0000	2.7600	Fixed Price	2.8850	0.0000	2.8850	\$5,995.50
NG-FP-SWAP	1098369	07/05/2018	01	28	S	23,996	MMBTU	NG_NYMEX(NYM 1d)	2.7600	0.0000	2.7600	Fixed Price	2.6400	0.0000	2.6400	\$(2,879.52)
Total Swap and Options Amount Due BP (Customer):														\$3,115.98		

*OK to pay
1/29/21
w*

r = revised from previous invoice
 Direct inquires to NAGPFS1@bp.com

Please note: BP will not change/amend BP's banking details without prior separate written notification in addition to the change reflected on the invoice.



Cargill Inc - Risk Management
 9320 Excelsior Blvd
 Hopkins, MN 55343 9497
 United States of America

Email: crm_hp_operations@cargill.com
 Fax: 952 249-4054

Settlement Invoice

Reedy Creek Improvement District

Invoice Date: 28-Jan-21
 Invoice Nbr: 1922362
 Cash Settlement Date: 03-Feb-21
 Currency: USD

TRANSACTION DATE	REFERENCE UNDERLYING	CONTRACT QUANTITY	SETTLED QUANTITY	TRANSACTION TYPE	FLOATING PRICE	FIXED/STRIKE PRICE	CALCULATION DATE	COMMENTS / CUSTOMER	PREMIUM CASH	SETTLE CASH
NGG2021										
Swap										
2021-01-27	NGG2021	-7.1708	7.1708 ✓		2.760 ✓	2.783 ✓	27-Jan-21	Trade ID: 3000546980	0.00	-1,649.28
NGG2021 TOTAL									0.00	-1,649.28
SUB-TOTALS									0.00	-1,649.28
TOTAL DUE Cargill Inc - Risk Management									USD 1,649.28	

This document is in the perspective of Reedy Creek Improvement District.

Cargill Risk Management only accepts payment via Wire or ACH.

Please inform Cargill of any discrepancies shown in this invoice within 48 hours of receipt.

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*OK to pay
 1/29/21
 WJ*

CITIBANK NA-NEW YORK-WALL STREET-NY BRANCH
2700 Post Oak Blvd. Suite 400
Houston, Texas 77056

Credit Note



<p>Customer Information</p> <p>Address: Reedy Creek Improvement District</p> <p>US</p> <p>Attention: SETTLEMENTS REEDYCREEK Phone: n/a Fax: n/a Email: Ray.crooks@disney.com</p>	<p>CITIBANK NA-NEW YORK-WALL STREET-NY BRANCH will remit funds by wire transfer per your banking instructions. Please send an invoice for confirmation of payment.</p> <p>Bank: SUN TRUST BANK Swift Code/ABA # 061000104 Acct. Number: /6215215046213/REEDY CREEK</p>	<p>Invoice Information</p> <p>Invoice Number: 10192499-1</p> <p>Invoice Date: January 29, 2021 Due Date: February 03, 2021</p> <p>Citi Contact: Ana Rizvi Phone: 1-713-752-5039 Fax: 1-646-862-8462 Email: citisettlements.fin.natgas@citi.com</p>
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OK to RECEIVE
1/29/21
m

PAYMENT DUE DATE:	February 03, 2021
TOTAL DUE Reedy Creek Improvement District :	\$ -2,910.88 USD

Citi requires positive confirmation of all settlement amounts and banking details prior to releasing funds. If you do not agree with either of the aforementioned, please contact us immediately at the email or phone number provided.

CITIBANK NA-NEW YORK-WALL STREET-NY BRANCH
 2700 Post Oak Blvd. Suite 400
 Houston, Texas 77056

Credit Note

Swaps										
#	Trade ID	Trade Date	Index 1	Index 2	Delivery Month	Unit	Notional Quantity	Fixed Price	Float Price	Amount Due
1	45075191	06/06/2019	NYMEX NG		Feb-21	MMBTU	-25760.00 ✓	2.647/MMBTU ✓	2.76/MMBTU ✓	-2,910.88 ✓
Total Trades 1									Swaps Sub-Total:-2,910.88	

PAYMENT DUE DATE: TOTAL DUE Reedy Creek Improvement District :	February 03, 2021 \$ -2,910.88 USD
---	---

J.P.Morgan

Invoice Ref: JPM341710F Invoice Date: 29-Jan-2021 From: J.P. Morgan Chase Bank National Association, New York Telephone: +44 1202 320216 Fax: +44 808 238 3821 Email: ebms.settlements.bmth@jpmorgan.com Payment Date: 03-Feb-2021	Counterparty: Reedy Creek Improvement District 1900 Hotel Boulevard Lake Beuna Vista 32830 Florida, United States	Description: Standard Settlement Instructions Pay to: JPMorgan Chase Bank New York CHASUS33 ABA:021000021 For a/c: JPMorgan Chase Bank New York 304256374
--	---	---

Commodity Type: Nymex

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
30-Sep-2016	8500012F-3AXA	Swap	2.947000	-2.760000	01-Feb-2021	28-Feb-2021	23,296.00	4,356.35
16-Nov-2016	8500012F-3DAK	Swap	2.968000	-2.760000	01-Feb-2021	28-Feb-2021	23,296.00	4,845.57
10-Apr-2019	85000F9-7TKB5	Swap	2.700000	-2.760000	01-Feb-2021	28-Feb-2021	25,760.00	-1,545.60
17-Sep-2019	85000F9-8M3SR	Swap	2.485000	-2.760000	01-Feb-2021	28-Feb-2021	27,272.00	-7,499.80
14-Jan-2020	85000F9-97Y00	Swap	2.451000	-2.760000	01-Feb-2021	28-Feb-2021	28,644.00	-8,851.00
<i>Subtotal USD</i>								-8,694.48

JPMorgan Pays Net (USD)

-8,694.48

OK to RECEIVE

1/29/21

[Handwritten signature]

Summary Invoice

Invoice Date: Jan-28-2021
Invoice Number: 1971660-1
Due Date: Feb-03-2021

Morgan Stanley Capital Group Inc.
1585 Broadway, 20th Floor
Attn: Commodities
New York, NY 10036

REEDY CREEK IMPROVEMENT
DISTRICT
1900 HOTEL PLAZA BLVD
LAKE BUENA VISTA 328308406
USA

From: Commodities Operations
Voice:
Fax: 914-750-0751
Email: commodfinsettlementsind@morganstanley.com

Attn: Ray Crooks
Voice: 407-824-7216
Fax:

Account: 0579GFAB8

Description	Amount Due
-------------	------------

Swap	11,211.564 USD
	11,211.564 USD

Due Date: Feb-03-2021 **11,211.56 USD** ✓

Please send payments by WIRE to:

Morgan Stanley Capital Group Inc.
Bank: Northern Trust International, New York
BIC: CNORUS33
ABA: 026001122
Account: 10289720010

*OK to pay
1/29/21
w*

Detail Invoice

Please be advised that the following swaps have priced out

Trade ID	Trade Date	Swap	Quantity	We Pay	You Pay	Amount Due
18405907	Jun-08-2017	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Jan 27, 2021, You Pay Fixed	71,708 MMBT	Float 2.7600 ✓	Fixed 2.87300 ✓	8,103.004 USD
18852292	Nov-15-2017	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Jan 27, 2021, You Pay Fixed	23,912 MMBT	Float 2.7600 ✓	Fixed 2.89 ✓	3,108.56 USD

Total Due To Morgan Stanley Capital Group Inc. in USD 11,211.56 ✓

Due Date: Feb-03-2021

Please send payments by WIRE to:

Morgan Stanley Capital Group Inc.
Bank: Northern Trust International, New York
BIC: CNORUS33
ABA: 026001122
Account: 10289720010

J.P. Morgan

Invoice Ref: JPM346754F Invoice Date: 02-Mar-2021 From: J.P. Morgan Chase Bank National Association, New York Telephone: +44 1202 320216 Fax: +44 808 238 3821 Email: ebms.settlements.bmth@jpmorgan.com Payment Date: 05-Mar-2021	Counterparty: Reedy Creek Improvement District 1900 Hotel Boulevard Lake Buena Vista 32830 Florida, United States	Description: Standard Settlement Instructions Pay to: JPMorgan Chase Bank, N.A, New York CHASUS33 ABA 021000021 For a/c: JPMorgan Chase Bank, N.A, New York 304256374
--	---	--

Commodity Type: GULF COAST GD

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
12-Oct-2018	8500012F-3VKK	Swap	2.563000 ✓	-4.666100 ✓	01-Feb-2021	28-Feb-2021	21,439.00 ✓	-45,088.36 ✓
							<i>Subtotal USD</i>	-45,088.36 ✓
JPMorgan Pays Net (USD)								-45,088.36 ✓

- RCF -
 OK to RECEIVE
 3/2/21
 wj



BP Energy Company
 201 Helios Way-Helios Plaza
 Houston, TX 77079
 Tax Id: 36-3421804
 Cons Unit #: USDWX

INVOICE

Customer Details	Bank Details	Invoice Details
Reedy Creek Improvement District Ray Crooks ray.crooks@disney.com	Remit by wire transfer to: BP Energy Company For the account of: Account Name: BP Energy Company Wire Bank: JPMorgan Chase Bank Wire City/State: Columbus, OH Transit/ABA: 021000021 Account No: 9102548097	Invoice Number: 21132431 Invoice Date: 03/01/2021 Contract No: 20368 Due By: 03/05/2021

Feb 2021 Invoice for Natural Gas Swaps and/or Options

Trade Type	Deal ID	Trade Date	Beg Day	End Day	Buy/Sell Call/Put	Total Volume	UOM	BP Pays				Customer Pays			BP Receives/ (Pays)	
								Index/Fixed	Price	Basis	Net	Index/Fixed	Price	Basis		Net
NG-FP-SSWAP	1298475	11/08/2018	01	28	S	32,159	MMBTU	NG_SoNat_Daily_GD(G as Daily)	4.6661	0.0000	4.6661	Fixed Price	2.5850	0.0000	2.5850	\$(66,926.09)
Total Swap and Options Amount Due BP (Customer):															USD \$(66,926.09)	

- RCF -

OK to RECEIVE

3/2/21

MJ

Summary Credit Note

Invoice Date: Mar-02-2021
Invoice Number: 1981337-1
Due Date: Mar-05-2021

Morgan Stanley Capital Group Inc.
1585 Broadway, 20th Floor
Attn: Commodities
New York, NY 10036

REEDY CREEK IMPROVEMENT
DISTRICT
1900 HOTEL PLAZA BLVD
LAKE BUENA VISTA 328308406
USA

From: Commodities Operations
Voice:
Fax: 914-750-0751
Email: commodfinsettlementsind@morganstanley.com

Attn: Ray Crooks
Voice: 407-824-7216
Fax:

Account: 0579GFAB8

Description	Amount Due
Swap	(146,413.4691) USD
	(146,413.4691) USD
Due Date: Mar-05-2021	(146,413.47) USD

-RCF-

OK to RECEIVE

3/2/21

WJ

Detail Credit Note

Please be advised that the following swaps have priced out

Trade ID	Trade Date	Swap	Quantity	We Pay	You Pay	Amount Due
19633984	Sep-12-2018	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Feb 1-26, 2021, You Pay Fixed	42,879 MMBT	Float 4.6661	Fixed 2.51	(92,451.4119) USD
20112791	Jan-09-2019	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Feb 1-26, 2021, You Pay Fixed	21,439 MMBT	Float 4.6661	Fixed 2.57	(44,938.2879) USD
21301227	Jan-14-2020	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Feb 1-26, 2021, You Pay Fixed	3,913 MMBT	Float 4.6661	Fixed 2.36	(9,023.7693) USD

Total Due From Morgan Stanley Capital Group Inc. in USD (146,413.47)
 Due Date: Mar-05-2021



FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party:	091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party:	006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT P.O. BOX 204032 Dallas, TX 75320-4032	Stmt D/T:	3/7/2021 12:00:00AM
		Remit Addr:		Payee's Bank Account Number:	Account # 9600168869
				Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Sharon Pyburn
				Contact Name:	
				Contact Phone:	713-989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	3/10/2021 12:00:00AM	Invoice Total Amount:	\$790.92
Svc Req:	091306597	Sup Doc Ind:	IMBL	Invoice Identifier:	000384994
Svc Req K:	003631	Charge Indicator:	BILL ON DELIVERY	Account Number:	1000038860
Svc CD:	FTS-2	Prev Inv ID:		Net Due Date:	03/19/2021

Begin Transaction Date: February 01, 2021 **End Transaction Date:** February 28, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	----- Base	Unit Sur	Price Disc	----- Net	Qty	Amt Due	Beg Tran Date End Tran Date
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	17 - 17
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	18 - 18
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	19 - 19
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	7 - 7
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	1 - 3
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	5 - 5
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	8 - 28
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	1 - 15
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	18 - 18
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	20 - 20
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	21 - 28
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	2,055	\$39.46	1 - 3
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	76	\$1.46	16 - 16
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	2,055	\$39.46	17 - 19
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	649	\$12.46	20 - 20
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	5,480	\$105.22	21 - 28
				Transportation Commodity														

Late Payment Charges are assessed on past due balances after the invoice date.
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FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party:	091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party:	006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Remit Addr: P.O. BOX 204032 Dallas, TX 75320-4032	Stmt D/T:	3/7/2021 12:00:00AM
		Payee:	006924518	Payee's Bank Account Number:	Account # 9600168869
				Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
				Contact Name:	Sharon Pyburn
				Contact Phone:	713-989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	3/10/2021 12:00:00AM	Invoice Total Amount:	\$790.92
Svc Req:	091306597	Sup Doc Ind:	IMBL	Invoice Identifier:	000384994
Svc Req K:	003631	Charge Indicator:	BILL ON DELIVERY	Account Number:	1000038860
Svc CD:	FTS-2	Prev Inv ID:		Net Due Date:	03/19/2021

Begin Transaction Date: February 01, 2021 **End Transaction Date:** February 28, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	----- Base	Unit Sur	Price Disc	----- Net	Qty	Amt Due	Beg Tran Date End Tran Date
01	0			Transportation Commodity	3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	609	\$11.69	4 - 4
01	0			Transportation Commodity	3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	685	\$13.15	5 - 5
01	0			Transportation Commodity	3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	609	\$11.69	6 - 6
01	0			Transportation Commodity	3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	6,165	\$118.37	7 - 15
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	2,550	\$48.96	1 - 3
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	95	\$1.82	16 - 16
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	2,550	\$48.96	17 - 19
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	805	\$15.46	20 - 20
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	6,800	\$130.56	21 - 28
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	755	\$14.50	4 - 4
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	850	\$16.32	5 - 5
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	755	\$14.50	6 - 6
01	0			Transportation Commodity	3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	7,650	\$146.88	7 - 15

Invoice Sub-Total Amount: 41,193 **\$790.92**
Invoice Total Amount: 41,193 **\$790.92**

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FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party:	091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party:	006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT P.O. BOX 204032 Dallas, TX 75320-4032	Stmt D/T:	3/7/2021 12:00:00AM
		Remit Addr:		Payee's Bank Account Number:	Account # 9600168869
		Payee:	006924518	Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Sharon Pyburn
				Contact Name:	Sharon Pyburn
				Contact Phone:	713-989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	3/10/2021 12:00:00AM	Invoice Total Amount:	\$6,978.27
Svc Req:	091306597	Sup Doc Ind:	IMBL	Invoice Identifier:	000385188
Svc Req K:	005114	Charge Indicator:	BILL ON DELIVERY	Account Number:	1000038860
Svc CD:	FTS-1	Prev Inv ID:		Net Due Date:	03/19/2021

Begin Transaction Date: February 01, 2021 **End Transaction Date:** February 28, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	----- Base	Unit Sur	Price Disc	----- Net	Qty	Amt Due	Beg Tran Date End Tran Date
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	1 - 1
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	11 - 12
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	12 - 17
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	13 - 15
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	16 - 16
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	17 - 17
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	18 - 19
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	2 - 2
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	20 - 22
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	23 - 25
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	26 - 28
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	3 - 4
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	5 - 6
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	7 - 7
				Transportation Commodity														
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	8 - 10
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	1 - 1
				Transportation Commodity														

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FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party:	091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party:	006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Remit Addr: P.O. BOX 204032 Dallas, TX 75320-4032	Stmt D/T:	3/7/2021 12:00:00AM
		Payee:	006924518	Payee's Bank Account Number:	Account # 9600168869
				Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Sharon Pyburn
				Contact Name:	Sharon Pyburn
				Contact Phone:	713-989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	3/10/2021 12:00:00AM	Invoice Total Amount:	\$6,978.27
Svc Req:	091306597	Sup Doc Ind:	IMBL	Invoice Identifier:	000385188
Svc Req K:	005114	Charge Indicator:	BILL ON DELIVERY	Account Number:	1000038860
Svc CD:	FTS-1	Prev Inv ID:		Net Due Date:	03/19/2021

Begin Transaction Date: February 01, 2021 **End Transaction Date:** February 28, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	----- Base	Unit Sur	Price Disc	----- Net	Qty	Amt Due	Beg Tran Date End Tran Date
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	2 - 2
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	3 - 3
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	4 - 4
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	5 - 5
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	6 - 6
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	7 - 7
				Transportation Commodity														
01	9906	10109		GSPL St Helena	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	8 - 28
				Transportation Commodity														
01	23703	10240		NGPL Jefferson	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	1 - 1
				Transportation Commodity														
01	23703	10240		NGPL Jefferson	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	2 - 2
				Transportation Commodity														
01	23703	10240		NGPL Jefferson	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	3 - 3
				Transportation Commodity														
01	23703	10240		NGPL Jefferson	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	4 - 28
				Transportation Commodity														
01	32606	57391		NGPL Vermilion	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	1 - 1
				Transportation Commodity														
01	32606	57391		NGPL Vermilion	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	18 - 28
				Transportation Commodity														
01	32606	57391		NGPL Vermilion	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	2 - 2
				Transportation Commodity														
01	32606	57391		NGPL Vermilion	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	3 - 3
				Transportation Commodity														
01	32606	57391		NGPL Vermilion	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	4 - 11
				Transportation Commodity														

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FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party: 091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party: 006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Remit Addr: P.O. BOX 204032 Dallas, TX 75320-4032	Stmt D/T: 3/7/2021 12:00:00AM Payee's Bank Account Number: Account # 9600168869 Payee's Bank ACH Number: ABA # 041203824 Payee's Bank Wire Number: ABA # 121000248 Payee's Bank: Wells Fargo Bank NA Payee's Name: FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Contact Name: Sharon Pyburn Contact Phone: 713-989-2093
Payee: 006924518		

Svc Req Name: Reedy Creek Improvement District Svc Req: 091306597 Svc Req K: 005114 Svc CD: FTS-1	Invoice Date: 3/10/2021 12:00:00AM Sup Doc Ind: IMBL Charge Indicator: BILL ON DELIVERY Prev Inv ID:	Invoice Total Amount: \$6,978.27 Invoice Identifier: 000385188 Account Number: 1000038860 Net Due Date: 03/19/2021
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Begin Transaction Date: February 01, 2021 **End Transaction Date:** February 28, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	----- Base	Unit Sur	Price Disc	----- Net	Qty	Amt Due	Beg Tran Date End Tran Date
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	1 - 1
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	2 - 2
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	20 - 20
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	21 - 28
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	3 - 3
				Transportation Commodity														
01	1187589	78533		Frisco Acadian	0						COT	0.0156	0.0011	0.0000	0.0167	0	\$0.00	4 - 15
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	1,190	\$22.85	1 - 1
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	3,570	\$68.54	17 - 19
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	1,986	\$38.13	2 - 2
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	1,082	\$20.77	20 - 20
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	9,520	\$182.78	21 - 28
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	2,018	\$38.75	3 - 3
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	1,871	\$35.92	4 - 4
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	1,190	\$22.85	5 - 5
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	1,186	\$22.77	6 - 6
				Transportation Commodity														
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0156	0.0036	0.0000	0.0192	10,710	\$205.63	7 - 15
				Transportation Commodity														

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FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party:	091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party:	006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Remit Addr: P.O. BOX 204032 Dallas, TX 75320-4032	Stmt D/T:	3/7/2021 12:00:00AM
		Payee:	006924518	Payee's Bank Account Number:	Account # 9600168869
				Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
				Contact Name:	Sharon Pyburn
				Contact Phone:	713-989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	3/10/2021 12:00:00AM	Invoice Total Amount:	\$6,978.27
Svc Req:	091306597	Sup Doc Ind:	IMBL	Invoice Identifier:	000385188
Svc Req K:	005114	Charge Indicator:	BILL ON DELIVERY	Account Number:	1000038860
Svc CD:	FTS-1	Prev Inv ID:		Net Due Date:	03/19/2021

Begin Transaction Date: February 01, 2021 **End Transaction Date:** February 28, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	----- Base	Unit Sur	Price Disc	----- Net	Qty	Amt Due	Beg Tran Date End Tran Date
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	1,190	\$22.85	1 - 1
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	3,570	\$68.54	17 - 19
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	1,907	\$36.61	2 - 2
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	1,083	\$20.79	20 - 20
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	9,520	\$182.78	21 - 28
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	1,896	\$36.40	3 - 3
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	1,758	\$33.75	4 - 4
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	1,190	\$22.85	5 - 5
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	1,187	\$22.79	6 - 6
				Transportation Commodity														
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0156	0.0036	0.0000	0.0192	10,710	\$205.63	7 - 15
				Transportation Commodity														
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	1,000	\$19.20	1 - 1
				Transportation Commodity														
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	3,956	\$75.96	11 - 12
				Transportation Commodity														
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	3,000	\$57.60	13 - 15
				Transportation Commodity														
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	1,833	\$35.19	16 - 16
				Transportation Commodity														
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	1,583	\$30.39	17 - 17
				Transportation Commodity														
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	5,788	\$111.13	18 - 19
				Transportation Commodity														

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FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party:	091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party:	006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT Remit Addr: P.O. BOX 204032 Dallas, TX 75320-4032	Stmt D/T:	3/7/2021 12:00:00AM
		Payee:	006924518	Payee's Bank Account Number:	Account # 9600168869
				Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
				Contact Name:	Sharon Pyburn
				Contact Phone:	713-989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	3/10/2021 12:00:00AM	Invoice Total Amount:	\$6,978.27
Svc Req:	091306597	Sup Doc Ind:	IMBL	Invoice Identifier:	000385188
Svc Req K:	005114	Charge Indicator:	BILL ON DELIVERY	Account Number:	1000038860
Svc CD:	FTS-1	Prev Inv ID:		Net Due Date:	03/19/2021

Begin Transaction Date: February 01, 2021 **End Transaction Date:** February 28, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	----- Base	Unit Sur	Price Disc	----- Net	Qty	Amt Due	Beg Tran Date End Tran Date	
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	6,000	\$115.20	2 - 4	
				Transportation Commodity															
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	8,868	\$170.27	20 - 22	
				Transportation Commodity															
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	1,015	\$19.49	23 - 23	
				Transportation Commodity															
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	2,000	\$38.40	24 - 25	
				Transportation Commodity															
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	10,335	\$198.43	26 - 28	
				Transportation Commodity															
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0156	0.0036	0.0000	0.0192	6,000	\$115.20	5 - 10	
				Transportation Commodity															
01	0				135677	Kissimme		Kissimmee Cane Isla			COT	0.0156	0.0036	0.0000	0.0192	131,655	\$2,527.78	1 - 15	
				Transportation Commodity															
01	0				135677	Kissimme		Kissimmee Cane Isla			COT	0.0156	0.0036	0.0000	0.0192	7,128	\$136.86	16 - 16	
				Transportation Commodity															
01	0				135677	Kissimme		Kissimmee Cane Isla			COT	0.0156	0.0036	0.0000	0.0192	8,426	\$161.78	17 - 17	
				Transportation Commodity															
01	0				135677	Kissimme		Kissimmee Cane Isla			COT	0.0156	0.0036	0.0000	0.0192	43,885	\$842.59	18 - 22	
				Transportation Commodity															
01	0				135677	Kissimme		Kissimmee Cane Isla			COT	0.0156	0.0036	0.0000	0.0192	8,762	\$168.23	23 - 23	
				Transportation Commodity															
01	0				135677	Kissimme		Kissimmee Cane Isla			COT	0.0156	0.0036	0.0000	0.0192	43,885	\$842.59	24 - 28	
				Transportation Commodity															
																Invoice Sub-Total Amount:	363,453	\$6,978.27	
																Invoice Total Amount:	363,453	\$6,978.27	

Late Payment Charges are assessed on past due balances after the invoice date.
 Shippers may voluntarily choose to contribute to GRI. All contribution payments must be clearly and specifically marked as 'GRI Contributions', and the GRI Project(s) or Project Area(s) to be funded must be indicated on the payment detail, which should be emailed to your Gas Logistics Representative.



**REEDY CREEK
IMPROVEMENT DISTRICT**

P.O. BOX 10170, LAKE BUENA VISTA, FLORIDA 32830-0170, TELEPHONE (407) 824-7301

MEMORANDUM

DATE: March 15, 2021

TO: John Classe

FROM: C. Michael Crikis

SUBJECT: Monthly Report for February 2021

The following is a summary of the activities completed by Environmental Sciences in the month of February 2021:

Regulatory Activities – sampling and testing

- 289 sites were visited.
- 1,723 samples were collected or delivered.
- 3,496 tests were assigned.
- Analytical result of Color analyzed in the Non-Potable Water Proficiency Testing study was submitted for evaluation. Evaluation results of Microbiology Proficiency Testing samples analyzed in the category of Non-Potable Water were received with a 100% successful completion.

Mosquitoes Monitoring

- 223 traps were set up in 56 locations.
- 12,028 mosquitoes were identified.
- Mosquito populations were slightly increasing due to increased rainfall during the month.

Meetings and Educational Sessions Participation

- Attended Florida Lake Management Society (FLMS) workshop.
- Attended Florida Department of Environmental Protection (FDEP) Impaired Waters Rule Biennial Assessment workshop.
- Attended Statewide Stormwater Rule Development Technical Advisory Committee meeting.

- Attended the South Florida Water Management District annual meeting.
- Attended the South Florida Water Management District Governing Board meeting.
- Participated in judging high school student's projects for the Ying Expo Science Fair.

CC: Ann Blakeslee
RCID Pollution Control Board

Human Resources

March 2021

Open Positions

- *Technology Services*
 - IT Project Manager – Accepting resumes and conducting interviews (through third party agency)
- *Finance*
 - Financial Analyst – Conducting interviews

Filled Positions:

- *Building & Safety*
 - Service Call Technician – New hire started 3/8/21
- *Facilities*
 - Construction Project Administrator – New hire started 3/8/21
 - Facilities Maintenance Manager – New hire starts 4/8/21
- *Fire Dept.*
 - Captain, Training – Internal candidate promotion effective 2/28/21

Resignations/Retirements

- *Scott Evans – GIS Analyst – Resignation effective 3/12/21*

**PLANNING & ENGINEERING
DEPARTMENT**

**FEBRUARY 2021
ACTIVITY REPORT**

**SUBMITTED BY
KATHRYN BOES KOLBO, P.E.**

REGULATORY REVIEWS

BUILDING PERMIT REVIEW

- Reviewed 63 / Approved 38
- Awaiting Approval – 25

CONSISTENCY / CONCEPT PLAN / SITE PLAN REVIEW

7-Eleven Flaming Crossings

- Plans received 11/17/20. RAI #1 issued 11/24/20, response received 12/15/20; RAI #2 issued 12/23/20, response received 1/6/21; RAI #3 issued 1/6/21, awaiting response. As of January 2021, the project is on hold.

Best Friends Pet Care Addition

- Plans received 1/14/21. RAI #1 issued 1/20/21, response received 1/21/21. Certificate of Consistency issued on 2/8/21.

EC 403 Basin 200 Package 8

- Plans received 2/8/21. RAI #1 issued 2/25/21, awaiting response.

Epcot BOH Parking

- Consistency application received 10/24/19. Project initially placed on hold; planning review reopened 1/28/20. RAI #1 issued 2/25/20, awaiting response.

Flamingo Crossings Domino's

- Plans received 2/16/21. Per guidance from applicant, project review is on hold pending submittal of revised plans

Flamingo Crossings Dunkin'

- Plans received 1/12/21 and 2/4/21. RAI #1 issued 2/10/21, response received 2/10/21. Site Plan approval issued 2/12/21.

CONCURRENCY REVIEW

- No projects to report at this time.

LANDSCAPE/IRRIGATION REVIEW

- Flamingo Crossings Pedestrian Bridges – Plans received 6/29/20. RAI #1 issued 8/6/20, response received 9/11/20; RAI #2 issued 9/21/20. Pedestrian Bridge/Towers 3 & 4 relocated with revised plans received 2/8/21; previous RAI comments were addressed with additional review comments pertaining to redesign submitted 2/25/21 to RCID construction team, awaiting resubmittal of plans following page flip review.
- Project 89 Area Development- (Project on hold).
- Celebration Island Village – Celebration Blvd Extension – Mass Grading (9180430-6) – Landscape/Irrigation Plans received 12/8/20. RAI issued 12/6/20, response received 1/18/21; pointed out WMCA had not been added to the plans and started review; revised plans received 1/30/21; RAI #2 issued 2/17/21, awaiting response.
- Celebration Island Village – F-1B – Landscape/Irrigation Plans received 12/8/20. RAI issued 12/15/20, revised plans received 1/12/21; review in progress and awaiting response from EOR regarding the evaluation of the ramifications of the landscape architects proposed hardscape adjustments which encroach on the ponds; Revised plans and analysis of pond grading and volume changes received 2/5/21, under review.
- MK Project P – Plans received 2/22/21. Planning approval issued 2/25/21.

ERP / STORM WATER REVIEW

7-Eleven 41521 Flamingo Crossings

- Project set up 11/11/20, initial submittal received 11/12/20. RAI #1 issued 11/20/20, response received 12/15/20; RAI #2 issued 1/5/21, response received 1/5/21.
- Submitted to SFWMD on 1/11/21. Application was withdrawn on 1/25/21.

Best Friends Pet Care Addition

- Project set up 4/16/20, initial submittal 6/4/20. Revised project checklist issued 6/10/20.
- Resubmittal 7/29/20. RAI #1 issued 8/6/20, response received 9/01/20; RAI #2 issued 9/04/20, response received 11/06/20; RAI #3 issued 11/12/20, response received 11/16/20.
- Submitted to SFWMD on 12/22/20. SFWMD issued RAI #1 1/20/21, response to RAI #1 submitted 1/20/21.
- SFWMD Permit issued 2/25/21.
- Site Civil Approval issued 2/26/21.

Celebration Pointe

- Project set up 10/19/20, initial submittal received 11/12/20. Comment on wetland buffer sent on 12/17/20; RAI #1 issued 1/6/21, response received 2/12/21; RAI #2 issued 2/26/21, awaiting response.

Flamingo Crossing Pedestrian Bridges

- Project set up 6/28/20, initial submittal received 7/21/20; RAI #1 issued 9/03/20, response received 9/21/20; RAI #2 issued 10/9/20.
- Awaiting resubmission of revised plans.

PVR Project B1 – Cast Entrance

- Project set up 12/22/20, initial submittal received 12/23/20; RAI #1 issued 1/20/21, response to RAI #1 uploaded 2/1/21; RAI #2 issued 2/24/21, awaiting response.

The Colburn at Island Village

- Project set up 11/30/20, awaiting initial submittal.

SITE CIVIL REVIEW

EC Area Development – East Path

- Project set up 7/8/19, initial submittal received 12/16/19. RAI #1 issued 1/2/20, response received 2/12/20.
- Site Civil Approval issued 12/28/20.

EC Area Development Package 5 – Site Development

- Project set up 4/9/20, initial submittal received 4/14/20. RAI #1 issued 4/28/20, awaiting response.

EC 400 Basin 200 Package 8

- Project set up 1/25/21, initial submittal received 2/15/21.

EC BOH Parking

- Project set up 10/15/19, initial submittal received 11/19/19. RAI #1 issued 1/23/20, response received 2/12/20; RAI #2 issued 2/28/20, response received 3/11/20; RAI #3 issued 3/30/20, response received 4/17/20; RAI #4 issued 5/12/20, awaiting response.

Flamingo Crossings Dunkin'

- Project set up 1/12/21, initial submittal received 1/14/21. RAI #1 issued 2/2/21, response received 2/4/21.
- Awaiting SWPPP approval.

Fort Wilderness – Gas Leak Repair at Canal L-404A

- Project setup 1/13/21, initial submittal received 1/20/21.

Global BOH Upgrades (DAK1 and MK1)

- Project setup 1/13/21, initial submittal received 1/18/21.

Stolport 2020 Improvements

- Project setup 3/17/20, awaiting initial submittal.

Studios - Galaxy Edge BOH

- Project set up 1/4/21, initial submittal received 1/5/21. RAI #1 issued 1/13/21, response received 1/21/21; RAI #2 issued 2/8/21, response received 2/13/21.
- Awaiting SWPPP approval.

Wendy's Flamingo Crossings

- Project set up 11/2/20, initial submittal received 11/11/20. RAI #1 issued 11/20/20, response received 12/16/20.
- Awaiting SWPPP approval.

DEWATERING REVIEWS / INSTALLATION APPROVALS

- Three (3) dewatering application reviewed & approved
- One (1) dewatering setup were inspected & approved for use

RIGHT OF WAY PERMITS ISSUED

Permit #1723 FC Town Center Traffic Counts

- Received 1/28/21, issued 2/8/2021

Permit #1724 WDW Office Trailers Oversize

- Received 2/3/21, issued 2/9/2021

Permit #1725 Disney's Yellow Shoes Creative Group Western Way MOT

- Received 2/5/21, issued 2/29/2021

Permit #1726 World Drive Feature Paint MOT

- Received 1/6/21, issued 2/12/2021

Permit #1727 Hartzog Road – Orange Lake Utility Connections

- Received 6/18/21, issued 2/12/2021

Permit #1728 AT&T Removal on S. Hartzog Rd

- Received 1/13/21, issued 2/16/2021

Permit #1729 TECO Celebration Island Village

- Received 8/28/21, issued 2/19/2021

Permit #1730 BVD Vac and 2inch Installation

- Received 2/10/21, issued 2/23/2021

TRIBUTARY BASIN REVIEW

Boardwalk at O-Town

- RCID contact letter sent 1/31/20.
- Project set up on 3/3/20. Comments sent on 3/5/20.
- Draft agreement sent to engineer on 4/29/20.

CR 545 Intersection @ Lake Star Road

- Project set up 9/10/20, initial submittal 9/11/20. Comments sent on 11/5/20.
- Project has been combined with Lake Star Road.

Celebration Professional Plaza

- Project set up on 2/26/20, initial submittal received 4/16/20. Permit checklist issued 4/23/20.
- Working on amendment to existing drainage agreement. Amendment sent to Grantee on 7/15/20.

FDOT – I-4 Beyond the Ultimate Segment IA

- Project set up 5/28/20. Information submitted on 5/8/20.
- Working on draft agreement.
- Requested additional information on 10/20/20.

FDOT I-4/SR 429 Auxiliary Lanes

- Project set up 12/22/20.
- Initial submittal 1/4/21, updated information submitted on 1/13/21.

Hertzog Road Re-Alignment

- Project set up 9/19/19.
- Construction Plans submitted on 3/19/20. Comments sent to engineer on 3/30/20.
- Resubmittal received 5/23/20. Draft agreement under review.

Home2 Suites

- Project setup 11/9/20, initial submittal received 11/12/20, comment sent 11/17/20. Additional information received 1/12/21.
- Draft agreement under review

Horizon West Village F – N32, N36, N37 & N38 (Watermark)

- Project set up 12/1/18.
- Updated drainage report received 4/20/20.
- Comments sent to Meritage Homes on 5/13/20. Received additional information on 9/29/20.
- Requested additional information on 10/29/20. Additional information received 11/3/20.
- Draft agreement sent to grantee on 1/21/21.

JAMA – PD

- Initial submittal received 1/11/18; RAI #1 issued 1/12/18.
- Waiting for response from Engineer on draft agreement, issued March 2019.
- Referred to RCID Legal Counsel on 3/3/20.
- Forwarded revised agreement to Mr. Ahmed on 3/12/20 with suggested payment plan.

Lake Star Road

- Project set up 11/9/20, initial submittal 11/9/20.
- Draft agreement under review.

TRIBUTARY BASIN REVIEW (CONTINUED)

Lake Wilson Reserve

- Project set up 11/18/20, initial submittal 11/23/20. Comments sent on 12/01/20.
- Additional information submitted 12/23/20.
- Working on draft agreement

Orlando World Marriott – Aquatic Center

- RCID contact letter sent 11/27/19.
- Project set up 12/18/19, comments sent 1/23/20.
- Referred to RCID Legal Counsel on 3/12/20.

Rolling Oaks

- Project set up 10/17/18. Letter sent 12/10/18 requesting additional information.
- RCID Legal Counsel sent letter 12/10/19.
- Phone call with Wooden Bridge on 1/16/20. Waiting for maps from Wooden Bridge.
- Received plans and legal descriptions on 3/19/20. Draft agreement under review.

Royal Palm

- Project set up 8/12/20.
- Insurance certificate requested on 9/1/20, additional comments sent on 9/12/20.
- Assignment document awaiting review.

Seidel East – Phase 7

- Project setup 7/22/20. Comments sent of 7/22/20.
- Draft amendment to agreement sent RCID Legal Counsel on 9/28/20 for review.
- Sent draft amendment to Grantee on 10/16/20.

Spring Grove Phase 3 – Parcel 28

- RCID Legal Counsel sent letter 2/1/20.

Spring Hill Phases 4 & 5

- Project set up 11/19/20, initial submittal received 12/22/20.

Sternon Fortune Star Condos

- Project set up 4/17/20. Initial submittal received 6/8/20, comments sent 6/30/20.
- Draft agreement under review 7/7/20. Draft agreement sent to Grantee on 8/6/20.
- Per email from Engineer on 10/8/20 the project is on hold.

Storey Grove

- Project set up 3/25/19.
- Sent Draft Agreement on 4/16/19.
- Referred to RCID counsel on 2/20/20.
- Revised draft received from client's counsel on 4/20/20.

Village H Parcel 12A/12B

- Project set up 12/9/20. Initial submittal received 12/11/20 (report only) plans submitted 12/22/20, comments sent on 12/23/20.
- Additional information received 1/27/21.

TRIBUTARY BASIN REVIEW (CONTINUED)

Village NW-1 and NW-2 (Orange Lake Country Club)

- Project set up 7/2/19. Draft Drainage Agreement sent 7/26/19.
- Village NW-1 agreement to be revised to include only are owned by Pulte Homes, waiting for parcel description.
- Additional information for NW1 received 5/14/20.
- Agreements for Village NW-2 are under review.
- Village NW-1 Pulte Homes is buying the Village NW-2 split into 2 agreements, one for the residential area, and another for commercial area.
- Draft Agreement for Village NW-2 sent to Grantee on 8/14/20.
- Draft Agreement for Village NW-1 under review.
- Signed Agreement and Fee received 11/23/20. Agreement executed on 11/24/20.

Waterstar

- Initial submittal received 12/19/19.
- Draft agreement forwarded for review on 2/25/20.
- Draft Agreement sent to Grantee on 3/13/20. Received questions from Grantee on 4/17/20.
- Revised draft agreement under review. Revised draft agreement sent back to Grantee on 9/18/20.

West 192 Townhouses

- RCID contact letter sent 11/14/19.
- Referred to RCID Legal Counsel on 3/13/20.
- Received Project Info Form on 4/17/20. Initial submittal received 6/8/20, comments sent on 6/16/20.
- Draft agreement under review 7/6/20. Agreement sent to Grantee on 8/5/20, revised draft sent back 8/24/20.
- Received signed agreement on 9/9/20. Awaiting confirmation of wire transfer.

Wither PD

- RCID contact letter sent 10/15/19; RCID Legal Counsel sent letter 2/13/20.
- Project setup 9/10/20, initial submittal on 9/11/20. Comments sent on 9/21/20.

Wither South PD

- Project set up 1/26/21, awaiting initial submittal.

World Center Hotel

- Project set up 3/16/20. Initial submittal received 4/13/20. Comments sent 4/21/20, revised drainage report received on 12/12/20.
- Draft Agreement under review.

CONSTRUCTION COMPLIANCE INSPECTIONS

The department conducted inspections for compliance on the following construction sites within and bordering Reedy Creek Improvement District (RCID). Inspections on the following sites yielded no issues of concern or identified only minor maintenance items, which were corrected before the next inspection date.

- C-2 Hotel
- Celebration C8 Parcel
- Celebration Creation Kids
- Celebration Health
- Celebration Island Village Project
- DS Greenleaf (On Hold)
- Drury Hotel (On Hold)
- Epcot
 - NW Laydown
 - Canal Modification Project
 - Project G Pkg 1, Pkg 2, Pkg 3
 - Future World East (on Hold)
- Epcot Resort Bridge
- Flamingo Crossings College Housing East
- Flamingo Crossings College Housing West
- Flamingo Crossings Hotel
- Flamingo Crossings Town Center Ph1
- Food and Beverage Warehouse (On Hold)
- Guest Flow MK Entrance
- MK 2
- MK Chilled Water Line
- Osceola/World Interchange Extension
- Project 89 Utility Work
- Project 89 Stockpile
- Project H
- Project Tacos (On Hold)
- PVR
- Typhoon Lagoon Admin
- Walgreens
- Western Way Utilities
- World Drive North Phase 2
- World Drive North Storm pond

INFRASTRUCTURE ASSET MANAGEMENT

LEVEES & WATER CONTROL STRUCTURES

- Monthly inspections of the Levees are ongoing.
- RCID owned storm water facilities/ponds must undergo major maintenance on a 5 year revolving basis. The list non-routine maintenance activities for 2021 was compiled by RCID compliance team in February with the work is scheduled to April of this year.
- Annual inspections of the major water control structures (WCS) were completed in February. Based on these most recent evaluation, items identified as requiring non-routine maintenance will be prioritized, incorporated in the annual budgeting process and scheduled for completion in the coming year(s).

ROADWAY & BRIDGE

- Monthly inspections of the Roadways are ongoing; bridge inspections occur bi-annually. In February, minor issues identified in the most recent bridge inspection reports were compiled and RCID will initiate corrective action on these items in March.
- P&E has previously assessed the condition of existing guardrail throughout the District Roadways; repair and replacement work is on-going.
- Construction of Bridge 756064, which will replace existing bridge 756022, is underway. Upon completion of the bridge work, the resurfacing of the west side of Epcot Reports Blvd. will occur. Exhibit 1 depicts the location of bridge and pavement work. Project completion is scheduled for late 2021.

ANNUAL QUALITY BASED PAVEMENT MANAGEMENT PROGRAM

- Plans for the pavement rehabilitation along Epcot Resorts Blvd. is identified above.
- The final design plans for the pavement rehabilitation for Hartzog Road between the RCID property line and Western Way are complete and have been delivered to the RCID construction team.
- Plans for the pavement rehabilitation of Buena Vista Drive (BVD) between Western Way and World Drive Interchange are complete and were delivered to the RCID construction team. Due to funding constraints, this project was divided into two phases. Phase 1 is the resurfacing of BVD between Bridges 756026 & 027 and World Drive as well as all ramps at the BVD/World Drive interchange; construction of this phase is scheduled to begin in March. Phase 2 begins at Bridges 756026 & 756027 and continues south along BVD through the intersection of BVD/Western Way. This Phase will be constructed in fiscal year 2022.

TRAFFIC OPERATIONS

- Completed eighteen traffic signal and ITS maintenance inspections
- Responded to seven after hour repair requests
- Managed traffic at Disney Springs for Valentine's and President's Day Holidays
- Managed traffic for ESPN Wide World of Sports, President's Day Events

DESIGN MANAGEMENT

BUENA VISTA DRIVE NORTH MEDIAN CLOSURES

- Final design plans for this project were delivered to the RCID construction team on 10/09/2020; project construction is scheduled to begin March 2021.

SOUTH HARTZOG ROAD TRANSITION SECTION

- RCID completed plans for their portion of this work in 2011; however, construction was delayed on the Orange County portion of the roadway.
- September of 2020, Orange County resumed work on this roadway and thus RCID began updating our previously completed plans.
- Final RCID plans are scheduled for delivery to the RCID construction team later this fiscal year.

PERIMETER CANAL BRIDGE CROSSING & REPLACEMENT OF 48" RE-USE LINE (FUNDED BY RCES)

PERIMETER CANAL BRIDGE

- RCID took ownership of an existing ACROW bridge (Bailey Bridge) 1/20/2020. This bridge structure shall be used for providing roadway access across the Perimeter Canal.
- Final Plans for Perimeter Canal Bridge Crossing were completed in February 2021
- Construction of this installation will occur concurrently with the replacement of the 48" reuse line detailed below.

REPLACEMENT OF 48" RE-USE LINE ACROSS PERIMETER CANAL (FUNDED BY RCES)

- Design for the removal and replacement of 48" Re-Use Line began in November of 2020. Due to the age of the existing line extensive field investigations have been required and that work has delayed the design. Currently, final plans are scheduled for issuance in March 2020.

REPLACEMENT OF S-46 DECK STRUCTURE

- Final Design Plans received 3/01/2020; construction to occur after Perimeter Canal Bridge and Replacement of 48" Re-Use Line are complete; construction anticipated FY 2022 or later.

WORLD DRIVE NORTH PHASE 2

- Construction is underway.

WORLD DRIVE NORTH PHASE 3

- Design Contract awarded to TLP Inc. at April BOS meeting; limited NTP issued 4/23/2020. Final Design currently underway.
 - 90% Roadway, Structure & Utility Plans due for issuance 5/11/2021.
 - Plans & Specifications for bidding due 8/18/2021.

EXHIBIT 1





P.O. Box 10170
Lake Buena Vista, FL 32830-0170
(407) 828-2034

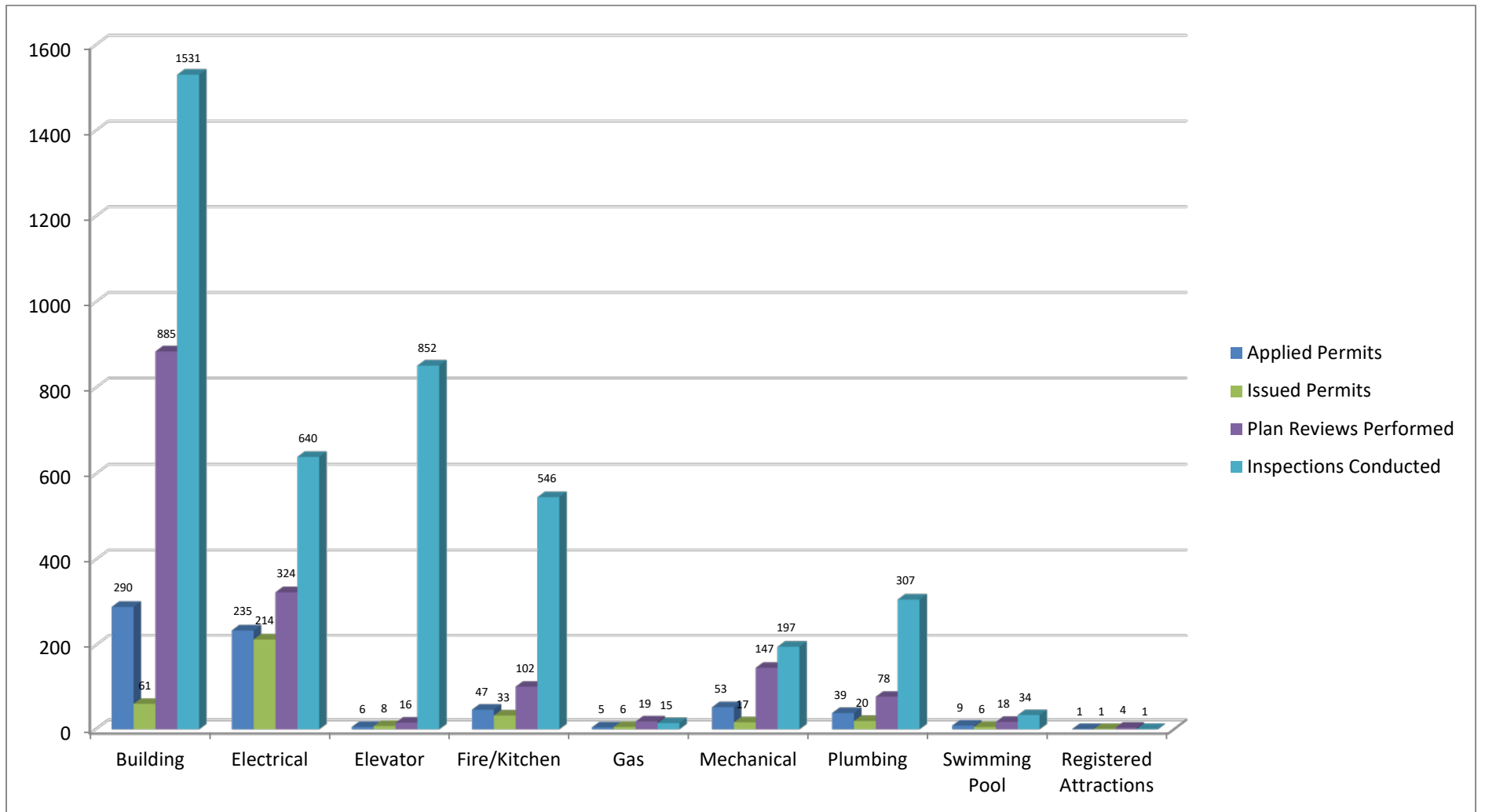
To: John Classe
From: Jerry Wooldridge
Subject: Monthly Report – February, 2021
Department: Building & Safety

March 1, 2021

Regulatory Activities:

- Certificate of Occupancy Issued:
 - West Side City Works
 - Saratoga Springs Guestroom Renovation - Bldg 09
 - Saratoga Springs Guestroom Renovation - Bldg 10
 - Central Shops Building Upgrades
 - Imagination Project Monarch
 - Polynesian Guest Check-In Cast Cove Breakroom Remodel
- Certificate of Construction Completion Issued:
 - Blizzard Beach Filter Tanks Media Replacement
 - Blizzard Beach Tikes Peak Boiler Replacement
 - Boardwalk Hotel FACP Replacement
 - Central Shops Fire Alarm Upgrade
 - Epcot Cast Services Modifications
 - Hilton Home2 Suites - Flamingo Crossings
 - Hilton Homewood Suites - Flamingo Crossings
 - Magic Kingdom Guest Flow- FOH
 - Meadow Trading Post DX Unit Replacement
 - MK Stroller Parking Electrical Panel Replacement
 - MK-2
 - Old Key West Resort - Small Cell Node Installation
 - Polynesian Guestroom Renovation - Bldg 04
 - Project 220 - Show Components - AV/Low Voltage Terminations
 - Project 256
 - Project Britney
 - Project D Facility 1004
 - Project T Facility
 - Saratoga Springs AC Replacement Bldg 8500
 - Saratoga Springs Guestroom Renovation - Bldg 12
 - Saratoga Springs Guestroom Renovation - Bldg 16
 - Town Center B32 - Coca Cola Sign
 - Typhoon Lagoon Filter Tanks Media Replacement
 - Wilderness Lodge Guest Room Renovation
 - Wyndham LBV Elevator Modernization- Passenger E2

Division	Applied Permits	Issued Permits	Plan Reviews Performed	Inspections Conducted
Building	290	61	885	1531
Electrical	235	214	324	640
Elevator	6	8	16	852
Fire/Kitchen	47	33	102	546
Gas	5	6	19	15
Mechanical	53	17	147	197
Plumbing	39	20	78	307
Swimming Pool	9	6	18	34
Registered Attractions	1	1	4	1
Total	685	366	1593	4123



Celebrations:

- Work Anniversaries:
 - Bruce Turner– 2 years, Service Call Technician
 - Karla Pare – 5 years, Permit Technician
 - Mike King – 2 years, Electrical Inspector

EXHIBIT A

Financial Summary – District-Wide DMS Improvements

March 24, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 4,000,000					
Hard Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Soft Costs		\$ 40,626	\$ 120,000	\$ -	\$ 4,500	\$ 165,126
RCES			\$ 75,000		\$ -	
Southeastern Surveying			\$ 45,000		\$ 4,500	
TOTAL	\$ 4,000,000	\$ 40,626	\$ 120,000	\$ -	\$ 4,500	\$ 165,126

Percentage of Budget

4%

EXHIBIT A



EXHIBIT B

Financial Summary – World Drive North Phase III

March 24, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 97,000,000					
Hard Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Soft Costs		\$ 2,516,615	\$ 36,053	\$ 45,113	\$ -	\$ 2,597,781
CONSOR Engineers, LLC			\$ 36,053		\$ -	
TOTAL	\$ 97,000,000	\$ 2,516,615	\$ 36,053	\$ 45,113	\$ -	\$ 2,597,781

Percentage of Budget

3%

EXHIBIT B



EXHIBIT C

RESOLUTION NO. 626

A RESOLUTION OF THE REEDY CREEK IMPROVEMENT DISTRICT AUTHORIZING AMENDMENTS TO THE REEDY CREEK IMPROVEMENT DISTRICT OTHER POST-EMPLOYMENT BENEFITS (OPEB) VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA) AND RELATED BYLAWS; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Reedy Creek Improvement District (District) is a special district created by Chapter 67-764, Laws of Florida; and

WHEREAS, the District established the Reedy Creek Improvement District Other Post-Employment Benefits (OPEB) Voluntary Employee Benefit Association (VEBA) to assist in the funding of medical insurance for certain retirees and their eligible dependents; and

WHEREAS, the District offers certain employees a death benefit outlined in an arrangement known as the Reedy Creek Improvement District Survivor Income Plan (SIP); and

WHEREAS, the Government Accounting Standards Board issued Statements 43 and 45, the effect of which is to promote or provide incentives to use irrevocable trusts to hold funds for these types of benefits; and

WHEREAS, the District desires to utilize the VEBA trust fund to hold and accumulate assets to fund benefits; and

WHEREAS, it is the intent of the District that contributions to this trust fund be irrevocable and protected from creditors.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REEDY CREEK IMPROVEMENT DISTRICT THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein.

Section 2. Authority. This Resolution is adopted pursuant to Chapter 67-764, Laws of Florida, Special Acts of 1967; and other applicable provisions of law (collectively, the "Law").

Section 3. Adoption. The following are hereby approved for adoption:

- A. The First Restated Reedy Creek Improvement District Voluntary Employee Benefit Association ("RCID VEBA") Plan Document, attached as Exhibit A; and,
- B. The First Restated RCID VEBA Bylaws, attached as Exhibit B.

Section 4. Authorizations.

- A. The District Administrator is hereby authorized and directed to sign the Exhibits to this Resolution.

B. The District Administrator and/or Deputy District Administrator are hereby authorized to file with the Internal Revenue Service all necessary tax filings in connection with the creation of the RCID VEBA.

C. The Board of Directors of the RCID VEBA (the "RCID VEBA Board"), as identified in the RCID VEBA Bylaws attached as Exhibit B, is hereby authorized to manage the RCID VEBA and all funds deposited into the RCID VEBA from time to time in accordance with the Plan Document and the Bylaws, and in accordance with the funding and investment guidelines, policies, and procedures to be implemented by the RCID VEBA Board from time to time.

Section 5. Initial Funding. The District hereby approves funding the RCID VEBA with cash or other funding, including insurance policies, to provide the benefits required by the SIP, and hereby authorizes the District Administrator and/or Deputy District Administrator to execute all documents necessary to transfer the Initial Funding to the RCID VEBA.

Section 6. Additional Contributions. The District may contribute funds to the RCID VEBA each year through the annual budget appropriation process. The District shall have full discretion as to the amount of funds to appropriate.

Section 7. Severability of Provisions. If any word, phrase, clause, subsection or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this resolution.

Section 8. Repeal of Inconsistent Resolutions. All resolutions or portions thereof previously adopted by the Board which are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

Section 9. Effective Date. This Resolution shall become effective March 24, 2021.

This Resolution is hereby approved and adopted by the Board of Supervisors of the Reedy Creek Improvement District, this 24th day of March, 2021.

REEDY CREEK IMPROVEMENT DISTRICT

(SEAL)

President, Board of Supervisors

ATTEST

Secretary, Board of Supervisors

EXHIBIT A

Reedy Creek Improvement District

First Restated Voluntary Employees' Beneficiary Association (RCID VEBA) Plan Document

EXHIBIT B

Reedy Creek Improvement District
First Restated Voluntary Employees' Beneficiary Association (RCID VEBA) Bylaws

**FIRST RESTATED
REEDY CREEK IMPROVEMENT DISTRICT
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION
PLAN DOCUMENT**

The Reedy Creek Improvement District Voluntary Employees' Beneficiary Association (RCID VEBA) is established to receive funds from the Reedy Creek Improvement District (the District), and to monitor, maintain, and provide funding for an essential governmental function as defined in section 115 of the Internal Revenue Code; namely, the provision of post-employment (retiree) medical benefits and death benefits to eligible former employees of the District and their spouses and dependents. These benefits are to be provided through self-insurance or commercial insurance, as determined by the District. This plan is intended to satisfy Code Sec. 501(c)(9) as a voluntary employees' beneficiary association (VEBA).

ARTICLE I

1.1 Definitions: Where the following words and phrases appear in this Plan, they will have the respective meaning set forth below, unless their context clearly indicates to the contrary:

- (a) Association: the RCID VEBA.
- (b) Code: The Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- (c) District: the Reedy Creek Improvement District.
- (d) Effective Date: The original Effective Date of the Plan is March 1, 2018, the date on which the provisions of this Plan became effective; the Effective Date of the First Restated Plan is March 24, 2021.
- (e) Eligible Employee: Any person who is or was considered an employee of the Employer for employment tax purposes and who is eligible for benefits from the District due to prior service as an employee of the District.
- (f) Employer: the District, as the employer of Eligible Employees and the entity responsible for establishing and funding the Plan.
- (g) ERISA: Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as amended from time to time. As a plan established and maintained by a governmental entity for the benefit of former governmental employees, this Plan is exempt from ERISA, but ERISA references may be used to explain or express concepts.
- (h) Fiduciaries: The Employer, the Trustee, and the RCID VEBA, but only with respect to the specific responsibilities of each for Plan and Trust Fund administration.

(i) Member: An Eligible Employee who is entitled to benefits from the District. Membership shall be voluntary.

(j) Plan: The Reedy Creek Improvement District Voluntary Employees' Beneficiary Association Plan, as set forth herein, as amended from time to time.

(k) Plan Year: The twelve (12)-month period beginning on October 1 and ending on September 30.

(l) RCID VEBA: A voluntary employee beneficiary association established and overseen by the District, a governmental entity, to assist the District in satisfying certain of its "essential governmental functions," as that phrase is used in Code § 115. The RCID VEBA is organized as a trust under the Florida Trust Code (Florida Statutes Chapter 736).

(m) RCID VEBA Board: the Board of Directors of the RCID VEBA.

(n) Trust or Trust Fund: The trust established to hold the funds maintained in connection with this Plan. If this Plan is adopted prior to the actual establishment of a Trust, this section will refer to the irrevocable trust intended to fund the benefits described herein, which trust document will be maintained alongside this Plan by the RCID VEBA.

(o) Trust Agreement: The contract governing the maintenance of funds held in Trust.

(p) Trustee: The person or entity holding assets in trust.

1.2 Construction: The masculine gender, where appearing in the Plan, will be deemed to include the feminine or neuter gender, and the singular will be deemed to include the plural, and vice-versa, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" will mean and refer to the entire Plan and not to any particular provision or Section.

ARTICLE II

ELIGIBILITY AND BENEFITS

2.1 The eligibility requirements for benefits hereunder, the amount and type of benefits, the circumstances under which benefits will and will not be provided, and other provisions affecting eligibility and benefits are set forth in the relevant policy for retiree health insurance coverage and death benefits established by the District. In general, the Plan is expected to partially-fund benefits to Members and their spouses and dependents in accordance with that policy. The Plan does not expand or increase the benefits available to Eligible Employees beyond that policy, nor does it not expand or increase the District's liabilities in providing benefits.

2.2 This Plan may partially fund benefits by reimbursing the District for premium payments or the cost of expenses. This Plan is not expected to provide funds directly to any Member, spouse, or dependent.

2.3 This Plan and the Trust may be used to partially-fund benefits. As such, benefits described herein will not be due under the Plan to the extent any of the following apply:

- (a) A determination is made under the Plan that a benefit is not properly payable under the Plan or the relevant policy established by the District;
- (b) Benefits requested exceed the value of the Trust (including principal and earnings), in which event only those benefits in excess of Trust assets may be declined on this basis;
- (c) Benefits are paid by the Employer; or,
- (d) The Employer expresses the intention to pay or otherwise fund or provide benefits without the use of Trust Funds.
- (e) Subsections (c) and (d), above, do not apply to a request from the District for a reimbursement from the Plan for expenses paid by the District.

2.4 No part of the Trust Fund will inure to the benefit of any private entity or individual, other than through the funding of the benefits for Members, as described herein.

ARTICLE III

CONTRIBUTIONS

3.1 **Employer Contributions:** the District will contribute such amounts to the Trust Fund from time to time as it deems appropriate in order to pay for all or a portion of the benefits described under this Plan.

3.2 The RCID VEBA may, but is not obligated to, request or demand funding from the Employer. The RCID VEBA's only recourse for the Employer's failure to make contributions is the denial of benefits for insufficient funds.

ARTICLE IV

ESTABLISHMENT OF FUND AND TRUSTEE

4.1 **Trust Fund:** The RCID VEBA will maintain a Trust Fund in connection with the Plan, the Trustee of which will be selected by the RCID VEBA or the Employer. Contributions made by the Employer from time to time under the Plan will be paid into such Trust Fund.

4.2 **Appointment of Trustee:** A Trustee will be appointed by the RCID VEBA Board to administer the Trust Fund. Until another person or entity is appointed, the RCID VEBA Board shall serve as Trustee.

4.3 **Responsibility of Trustee:** All contributions under this Plan will be paid to the Trustee and will be held, invested and reinvested by the Trustee, in line with the District's investment policy and restrictions. All property and funds of the Trust Fund, including income

from investments and from all other sources, will be retained for the exclusive benefit of Members, as provided in the Plan, and will be used to pay benefits on behalf of Members, to pay expenses of administration of the Plan and Trust Fund to the extent not paid by the District, or to reimburse the District for benefits and benefit expenses paid directly by the District.

4.4 Bonding of Trustee: No Trustee will be required to furnish any bond or security for the performance of its duties hereunder unless applicable law makes the furnishing of such bond or security mandatory, or such a condition is separately contracted.

4.5 To the extent a separate contract or agreement governing the Trustee exists that conflicts with this Plan, the terms of that separate contract or agreement control.

ARTICLE V

MISCELLANEOUS

5.1 Spendthrift, Nonassignability, and Facility of Payment: Benefits payable under the Plan are not in any way subject to the debts or other obligations of the Employer or Eligible Employees, and may not be voluntarily or involuntarily sold, transferred or assigned to any person or persons other than the provider or providers of medical, hospitalization, and other related services.

5.2 Mistake of Fact: Any misstatement or any other mistake of fact in any notice or other document filed with the Employer, the RCID VEBA, or the Trustee will be corrected when it becomes known and proper adjustment made by reason thereof. Neither the Trustee, the Employer, nor the RCID VEBA will be liable in any manner for any determination of fact made in good faith.

5.3 No Vested Interest: Without limiting rights to benefits from the District, no Eligible Employee or any other person will have any right, title or interest in or to the assets of the Trust Fund, or in or to any Employer contributions thereto, such contributions to be made to and held under the Trust for the sole purpose of providing benefit payments under the Plan in accordance with its terms and defraying expenses thereof. Neither the Trustee nor the Employer in any way guarantee the payment of any benefit which may become due on behalf of any Member under the Plan. The liability of the Employer and the Trustee for payment of benefits under the Plan as of any date is limited solely to the then assets of the Trust Fund.

5.4 Applicable Law: Subject to the provisions of the Code which may be applicable and provide to the contrary, this Plan, as amended from time to time, will be administered, construed and enforced according to the laws of the state of Florida and in courts situated in that State.

(a) For the purposes of the Florida Trust Code, this Plan relates to a charitable trust whose funds are used for governmental purposes, as described in Florida Statutes Chapter 736.0405(1).

(b) For the purposes of the Code, this Plan relates to a tax-exempt trust under Section 501(c)(9) of the Code, whose funds are used to satisfy the "essential governmental

function" (as that phrase is used in Section 115 of the Code) of providing benefits to Eligible Employees, to the extent the Employer is obligated to provide such benefits.

5.5 Employment Rights: Employment rights of an Eligible Employee will not be deemed to be enlarged or diminished by reason of the establishment of this Plan, nor will any provisions of this Plan be deemed to confer any right upon any Eligible Employee to be retained in the service of the Employer.

5.6 Taxation: The taxation of Plan assets is not warranted or guaranteed, but the following tax treatment is anticipated-

(a) Contributions into the Trust Fund and benefits paid by the Trust Fund as medical benefits will not be a tax event for the RCID VEBA, the District, or Members (or their spouses and dependents) pursuant to subsection (b) of Treasury Regulation 1.501(c)(9)-6, and sections 104, 105, 106, and 115 of the Code.

(b) Contributions into the Trust Fund for death benefits will not be a tax event for the RCID VEBA, the District, or Members (or their spouses and dependents) pursuant to subsection (b) of Treasury Regulation 1.501(c)(9)-6 and section 115 of the Code. Benefits paid to Members may be taxable under sections 61(a) or 79 of the Code.

(c) Assets retained by the Trust Fund and Trust Fund earnings will be exempt from taxation under sections 501(c)(9) and 115 of the Code; and,

(d) Section 125 of the Code will not apply since all assets of the Trust Fund are employer contributions.

ARTICLE VI

AMENDMENT, TERMINATION, CONSOLIDATION OR MERGER

6.1 Amendment: The Plan may be amended by the RCID VEBA at any time and from time to time, except that no such amendment will permit the return or reversion to the Employer of any part of the Trust, nor permit the use or application of the Trust Fund for the benefit of anyone other than Eligible Employees. This Plan may be amended by a written resolution adopted by a majority of the Board of Directors of the RCID VEBA.

6.2 Termination: The Plan may be terminated at any time by the RCID VEBA, subject to the same limitations with respect to the effect of any such termination as are set forth with respect to amendments of the Plan. Termination of the Plan will be effected by a written resolution adopted by a majority of the RCID VEBA's Board of Directors. Furthermore, the Plan will also automatically terminate if the RCID VEBA (1) is legally dissolved, (2) makes a general assignment for the benefit of its creditors, (3) files for liquidation under the Bankruptcy Code, (4) merges or consolidates with any other entity and it is not the surviving entity, or if it sells or transfers substantially all of its assets, or goes out of business, unless the RCID VEBA's successor in interest agrees to assume the liabilities under this Plan as to the Members.

6.3 Disposition of Trust Fund Upon Any Termination: Upon termination of the Plan, the Trustee, in accordance with the Trust Agreement, will apply all the remaining assets of the Trust Fund in a uniform and nondiscriminatory manner exclusively toward the provision of benefits for or on account of Members. This includes transferring Trust Fund assets to an irrevocable trust to be maintained by the District to provide benefits to Members.

6.4 Contributions Contingent Upon Approval: This Plan and Trust are designated to qualify under Section 501(c)(9) of the Code. Anything contained herein to the contrary notwithstanding, if a determination letter issued by the Internal Revenue Service is to the effect that the Plan and Trust herein set forth or as amended prior to the receipt of such letter do not meet the requirements of Section 501(c)(9) of the Code, the District will be entitled at its option to withdraw all contributions theretofore made, in which event the Plan and Trust will then terminate and all rights of the Members will cease and come to an end with the same effect as if the Plan and Trust had never been adopted.

6.5 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another organization, in which the Employer is not the surviving entity, or upon an adjudication or other official determination by a court of competent jurisdiction or other public authority pursuant to which a conservator, receiver, or other legal custodian is appointed for the purposes of operation or liquidation of the Employer, the Plan and Trust will terminate. Trust Fund assets will be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan and Trust, or by the establishment of a separate Plan and Trust to which the Trust Fund assets of this Trust will be transferred with the consent and agreement of the RCID VEBA.

ARTICLE VII

ADMINISTRATION

7.1 Allocation of Responsibility Among Fiduciaries for Plan Administration: The Fiduciaries will have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan or the Trust Agreement. In general, the Employer will have the sole responsibility for making the contributions described; RCID VEBA will be responsible for appointing and removing the Trustee, determining the eligibility of Members, appointing and removing the investment manager, if any, amending or terminating, in whole or in part, this Plan or related documents, and performing the steps and functions needed to administer this Plan, but only to the extent specifically described in this Plan.

7.2 The Trustee will have responsibility for the administration of the Trust Fund and the management of the assets held under the Trust Agreement, to the extent provided in the Trust Agreement.

7.3 Each Fiduciary warrants that any directions given, information furnished, or action taken by it will be in accordance with the provisions of the Plan or the Trust Agreement, as the case may be, authorizing or providing for such direction, information or action. Furthermore, such Fiduciary may rely upon any such direction, information, or action of another

Fiduciary as being proper under this Plan or the Trust Agreement, and is not required under this Plan or Trust Agreement to inquire into the propriety of any such direction, information or action. It is intended under this Plan and Trust Agreement that each Fiduciary will be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and the Trust Agreement and will not be responsible for any act or failure to act of another Fiduciary. No Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value.

7.4 Administration: The Plan will be administered by the RCID VEBA, in accordance with the terms of this Plan, the Trust, and the RCID VEBA's bylaws.

7.5 Claims Procedure: The right of any person to a benefit will be determined in accordance with the applicable District policy.

7.6 Records and Reports: The RCID VEBA will exercise such authority and responsibility as it deems appropriate in order to comply with applicable reporting requirements, and to assist the District with its reporting requirements relating to Plan assets. At a minimum, records of Trust Fund contributions and distributions will be maintained.

7.7 Other Powers and Duties: The RCID VEBA will have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

- (a) to prepare and distribute, in such manner as the RCID VEBA determines to be appropriate, information explaining the Plan;
- (b) to receive from the Employer and from Members such information as will be necessary for the proper administration of the Plan;
- (c) to furnish the District with annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (d) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements, of the Trust Fund from the Trustee; and
- (e) to appoint or employ (either directly or through its secretary) individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel. In addition, all matters regarding eligibility and the amount, manner and time of payment of any benefits hereunder will be the sole responsibility of the District.

7.8 Rules and Interpretations: The RCID VEBA has the authority to make such rules and regulations and to take such action as may be necessary to carry out the provisions of the Plan and the discretion to interpret these rules and regulations, as well as the terms of the Plan. The RCID VEBA may delegate any part of its authority and duties as it deems expedient. All rules and decisions of the RCID VEBA will be uniformly and consistently applied to all Eligible Employees in similar circumstances. When making a decision, the RCID VEBA will be entitled

to rely upon information furnished by an Eligible Employee, the Employer, the legal counsel of an Employer, any actuary servicing the plan, the Trustee, and/or the insurer.

7.9 Indemnification: To the extent an employee of the Employer or RCID VEBA is used to administer or carry out the purpose of the Plan, and is acting in good faith in the scope of his or her employment, RCID VEBA retains responsibility for his or her actions, and indemnifies that employee accordingly. To the extent Plan funds are insufficient for any indemnification, the cost of such indemnification will be born and guaranteed by the Employer.

The terms of this Plan are acceptable to and are adopted, effective March 24, 2021, by the RCID VEBA on the date indicated below:

On behalf of the Reedy Creek Improvement District
Voluntary Employees' Beneficiary Association

Signature: _____

Print: _____

Title: _____

Date: _____

The terms of this Plan imposing liability on the Employer are acceptable to and are approved, accepted, and adopted, effective March 24, 2021, by the Employer on the date indicated below:

On behalf of the Reedy Creek Improvement District

Signature: _____

Print: _____

Title: _____

Date: _____

**FIRST RESTATED
REEDY CREEK IMPROVEMENT DISTRICT
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION
PLAN DOCUMENT**

The Reedy Creek Improvement District Voluntary Employees' Beneficiary Association (RCID VEBA) is established to receive funds from the Reedy Creek Improvement District (the District), and to monitor, maintain, and provide funding for an essential governmental function as defined in section 115 of the Internal Revenue Code; namely, the provision of post-employment (retiree) medical benefits and death benefits to eligible former employees of the District and their spouses and dependents. These ~~medical~~ benefits are to be provided through self-insurance or commercial insurance, as determined by the District. This plan is intended to satisfy Code Sec. 501(c)(9) as a voluntary employees' beneficiary association (VEBA).

ARTICLE I

1.1 Definitions: Where the following words and phrases appear in this Plan, they will have the respective meaning set forth below, unless their context clearly indicates to the contrary:

- (a) Association: the RCID VEBA.
- (b) Code: The Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- (c) District: the Reedy Creek Improvement District.
- (d) Effective Date: The original Effective Date of the Plan is March 1, 2018, the date on which the provisions of this Plan became effective; the Effective Date of the First Restated Plan is March 24, 2021.
- (e) Eligible Employee: Any person who is or was considered an employee of the Employer for employment tax purposes and who is eligible for retiree healthcare or death benefits from the District due to prior service as an employee of the District.
- (f) Employer: the District, as the employer of Eligible Employees and the entity responsible for establishing and funding the Plan.
- (g) ERISA: Public Law No. 93-406, the Employee Retirement Income Security Act of 1974, as amended from time to time. As a plan established and maintained by a governmental entity for the benefit of former governmental employees, this Plan is exempt from ERISA, but ERISA references may be used to explain or express concepts.
- (h) Fiduciaries: The Employer, the Trustee, and the RCID VEBA, but only with respect to the specific responsibilities of each for Plan and Trust Fund administration.

(i) Member: An Eligible Employee who is ~~entitled to enrolled-in-retiree healthcare and/or entitled to a death benefits~~ from the District. Membership shall be voluntary.

(j) Plan: The Reedy Creek Improvement District Voluntary Employees' Beneficiary Association Plan, as set forth herein, as amended from time to time.

(k) Plan Year: The twelve (12)-month period beginning on October 1 and ending on September 30.

(l) RCID VEBA: A voluntary employee beneficiary association established and overseen by the District, a governmental entity, to assist the District in satisfying certain of its "essential governmental functions," as that phrase is used in Code § 115. The RCID VEBA is organized as a trust under the Florida Trust Code (Florida Statutes Chapter 736).

(m) RCID VEBA Board: the Board of Directors of the RCID VEBA.

(n) Trust or Trust Fund: The trust established to hold the funds maintained in connection with this Plan. If this Plan is adopted prior to the actual establishment of a Trust, this section will refer to the irrevocable trust intended to fund the benefits described herein, which trust document will be maintained alongside this Plan by the RCID VEBA.

(o) Trust Agreement: The contract governing the maintenance of funds held in Trust.

(p) Trustee: The person or entity holding assets in trust.

1.2 Construction: The masculine gender, where appearing in the Plan, will be deemed to include the feminine or neuter gender, and the singular will be deemed to include the plural, and vice-versa, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" will mean and refer to the entire Plan and not to any particular provision or Section.

ARTICLE II

ELIGIBILITY AND BENEFITS

2.1 The eligibility requirements for benefits hereunder, the amount and type of benefits, the circumstances under which benefits will and will not be provided, and other provisions affecting eligibility and benefits are set forth in the relevant policy for retiree health insurance coverage ~~and death benefits~~ established by the District. In general, the Plan is expected to partially-fund ~~the continuation of~~ benefits to Members and their spouses and dependents in accordance with that policy. The Plan does not expand or increase the benefits available to Eligible Employees beyond that policy, nor does it not expand or increase the District's liabilities in providing ~~retiree-medical~~ benefits.

2.2 This Plan ~~may~~ partially funds benefits by reimbursing the District for premium payments or the cost of ~~medical expenses or by paying such amounts directly to the insurance~~

~~company or medical care provider~~. This Plan is not expected to provide funds directly to any Member, spouse, or dependent.

2.3 This Plan and the Trust may be used to partially-fund benefits. As such, benefits described herein will not be due under the Plan to the extent any of the following apply:

(a) A determination is made under the Plan that a benefit is not properly payable under the Plan or the relevant ~~retiree-medical~~ policy established by the District;

(b) Benefits requested exceed the value of the Trust (including principal and earnings), in which event only those benefits in excess of Trust assets may be declined on this basis;

(c) Benefits are paid by the Employer; or,

(d) The Employer expresses the intention to pay or otherwise fund or provide benefits without the use of Trust Funds.

(e) Subsections (c) and (d), above, do not apply to a request from the District for a reimbursement from the Plan for expenses paid by the District.

2.4 No part of the Trust Fund will inure to the benefit of any private entity or individual, other than through the funding of the benefits for Members, as described herein.

ARTICLE III

CONTRIBUTIONS

3.1 Employer Contributions: the District will contribute such amounts to the Trust Fund from time to time as it deems appropriate in order to pay for all or a portion of the benefits described under this Plan.

3.2 The RCID VEBA may, but is not obligated to, request or demand funding from the Employer. The RCID VEBA's only recourse for the Employer's failure to make contributions is the denial of benefits for insufficient funds.

ARTICLE IV

ESTABLISHMENT OF FUND AND TRUSTEE

4.1 Trust Fund: The RCID VEBA will maintain a Trust Fund in connection with the Plan, the Trustee of which will be selected by the RCID VEBA or the Employer. Contributions made by the Employer from time to time under the Plan will be paid into such Trust Fund.

4.2 Appointment of Trustee: A Trustee will be appointed by the RCID VEBA Board to administer the Trust Fund. Until another person or entity is appointed, the RCID VEBA Board shall serve as Trustee.

4.3 Responsibility of Trustee: All contributions under this Plan will be paid to the Trustee and will be held, invested and reinvested by the Trustee, in line with the District's investment policy and restrictions. All property and funds of the Trust Fund, including income from investments and from all other sources, will be retained for the exclusive benefit of Members, as provided in the Plan, and will be used to pay benefits on behalf of Members, to pay expenses of administration of the Plan and Trust Fund to the extent not paid by the District, or to reimburse the District for benefits and benefit expenses paid directly by the District.

4.4 Bonding of Trustee: No Trustee will be required to furnish any bond or security for the performance of its duties hereunder unless applicable law makes the furnishing of such bond or security mandatory, or such a condition is separately contracted.

4.5 To the extent a separate contract or agreement governing the Trustee exists that conflicts with this Plan, the terms of that separate contract or agreement control.

ARTICLE V

MISCELLANEOUS

5.1 Spendthrift, Nonassignability, and Facility of Payment: Benefits payable under the Plan are not in any way subject to the debts or other obligations of the Employer or Eligible Employees, and may not be voluntarily or involuntarily sold, transferred or assigned to any person or persons other than the provider or providers of medical, hospitalization, and other related services.

5.2 Mistake of Fact: Any misstatement or any other mistake of fact in any notice or other document filed with the Employer, the RCID VEBA, or the Trustee will be corrected when it becomes known and proper adjustment made by reason thereof. Neither the Trustee, the Employer, nor the RCID VEBA will be liable in any manner for any determination of fact made in good faith.

5.3 No Vested Interest: Without limiting rights to benefits from the District, no Eligible Employee or any other person will have any right, title or interest in or to the assets of the Trust Fund, or in or to any Employer contributions thereto, such contributions to be made to and held under the Trust for the sole purpose of providing benefit payments under the Plan in accordance with its terms and defraying expenses thereof. Neither the Trustee nor the Employer in any way guarantee the payment of any benefit which may become due on behalf of any Member under the Plan. The liability of the Employer and the Trustee for payment of benefits under the Plan as of any date is limited solely to the then assets of the Trust Fund.

5.4 Applicable Law: Subject to the provisions of the Code which may be applicable and provide to the contrary, this Plan, as amended from time to time, will be administered, construed and enforced according to the laws of the state of Florida and in courts situated in that State.

(a) For the purposes of the Florida Trust Code, this Plan relates to a charitable trust whose funds are used for governmental purposes, as described in Florida Statutes Chapter 736.0405(1).

(b) For the purposes of the Code, this Plan relates to a tax-exempt trust under Section 501(c)(9) of the Code, whose funds are used to satisfy the "essential governmental function" (as that phrase is used in Section 115 of the Code) of providing ~~medical~~ benefits to Eligible Employees, to the extent the Employer is obligated to provide such benefits.

5.5 Employment Rights: Employment rights of an Eligible Employee will not be deemed to be enlarged or diminished by reason of the establishment of this Plan, nor will any provisions of this Plan be deemed to confer any right upon any Eligible Employee to be retained in the service of the Employer.

5.6 Taxation: The taxation of Plan assets is not warranted or guaranteed, but the following tax treatment is anticipated-

(a) Contributions into the Trust Fund and benefits paid by the Trust Fund as medical benefits will not be a tax event for the RCID VEBA, the District, or Members (or their spouses and dependents) pursuant to subsection (b) of Treasury Regulation 1.501(c)(9)-6, and sections 104, 105, 106, and 115 of the Code.

(b) Contributions into the Trust Fund for death benefits will not be a tax event for the RCID VEBA, the District, or Members (or their spouses and dependents) pursuant to subsection (b) of Treasury Regulation 1.501(c)(9)-6 and section 115 of the Code. Benefits paid to Members may be taxable under sections 61(a) or 79 of the Code.

~~(b)(c)~~ Assets retained by the Trust Fund and Trust Fund earnings will be exempt from taxation under sections 501(c)(9) and 115 of the Code; and,

~~(e)(d)~~ Section 125 of the Code will not apply since all assets of the Trust Fund are employer contributions.

ARTICLE VI

AMENDMENT, TERMINATION, CONSOLIDATION OR MERGER

6.1 Amendment: The Plan may be amended by the RCID VEBA at any time and from time to time, except that no such amendment will permit the return or reversion to the Employer of any part of the Trust, nor permit the use or application of the Trust Fund for the benefit of anyone other than Eligible Employees. This Plan may be amended by a written resolution adopted by a majority of the Board of Directors of the RCID VEBA.

6.2 Termination: The Plan may be terminated at any time by the RCID VEBA, subject to the same limitations with respect to the effect of any such termination as are set forth with respect to amendments of the Plan. Termination of the Plan will be effected by a written resolution adopted by a majority of the RCID VEBA's Board of Directors. Furthermore, the Plan will also automatically terminate if the RCID VEBA (1) is legally dissolved, (2) makes a general assignment for the benefit of its creditors, (3) files for liquidation under the Bankruptcy Code, (4) merges or consolidates with any other entity and it is not the surviving entity, or if it sells or transfers substantially all of its assets, or goes out of business, unless the RCID VEBA's successor in interest agrees to assume the liabilities under this Plan as to the Members.

6.3 Disposition of Trust Fund Upon Any Termination: Upon termination of the Plan, the Trustee, in accordance with the Trust Agreement, will apply all the remaining assets of the Trust Fund in a uniform and nondiscriminatory manner exclusively toward the provision of benefits for or on account of Members. This includes transferring Trust Fund assets to an irrevocable trust to be maintained by the District to provide ~~medical~~ benefits to Members.

6.4 Contributions Contingent Upon Approval: This Plan and Trust are designated to qualify under Section 501(c)(9) of the Code. Anything contained herein to the contrary notwithstanding, if a determination letter issued by the Internal Revenue Service is to the effect that the Plan and Trust herein set forth or as amended prior to the receipt of such letter do not meet the requirements of Section 501(c)(9) of the Code, the District will be entitled at its option to withdraw all contributions theretofore made, in which event the Plan and Trust will then terminate and all rights of the Members will cease and come to an end with the same effect as if the Plan and Trust had never been adopted.

6.5 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another organization, in which the Employer is not the surviving entity, or upon an adjudication or other official determination by a court of competent jurisdiction or other public authority pursuant to which a conservator, receiver, or other legal custodian is appointed for the purposes of operation or liquidation of the Employer, the Plan and Trust will terminate. Trust Fund assets will be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan and Trust, or by the establishment of a separate Plan and Trust to which the Trust Fund assets of this Trust will be transferred with the consent and agreement of the RCID VEBA.

ARTICLE VII

ADMINISTRATION

7.1 Allocation of Responsibility Among Fiduciaries for Plan Administration: The Fiduciaries will have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan or the Trust Agreement. In general, the Employer will have the sole responsibility for making the contributions described; RCID VEBA will be responsible for appointing and removing the Trustee, determining the eligibility of Members, appointing and removing the investment manager, if any, amending or terminating, in whole or in part, this Plan or related documents, and performing the steps and functions needed to administer this Plan, but only to the extent specifically described in this Plan.

7.2 The Trustee will have responsibility for the administration of the Trust Fund and the management of the assets held under the Trust Agreement, to the extent provided in the Trust Agreement.

7.3 Each Fiduciary warrants that any directions given, information furnished, or action taken by it will be in accordance with the provisions of the Plan or the Trust Agreement, as the case may be, authorizing or providing for such direction, information or action. Furthermore, such Fiduciary may rely upon any such direction, information, or action of another

Fiduciary as being proper under this Plan or the Trust Agreement, and is not required under this Plan or Trust Agreement to inquire into the propriety of any such direction, information or action. It is intended under this Plan and Trust Agreement that each Fiduciary will be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and the Trust Agreement and will not be responsible for any act or failure to act of another Fiduciary. No Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value.

7.4 Administration: The Plan will be administered by the RCID VEBA, in accordance with the terms of this Plan, the Trust, and the RCID VEBA's bylaws.

7.5 Claims Procedure: The right of any person to a benefit will be determined in accordance with the applicable District policy.

7.6 Records and Reports: The RCID VEBA will exercise such authority and responsibility as it deems appropriate in order to comply with applicable reporting requirements, and to assist the District with its reporting requirements relating to Plan assets. At a minimum, records of Trust Fund contributions and distributions will be maintained.

7.7 Other Powers and Duties: The RCID VEBA will have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to prepare and distribute, in such manner as the RCID VEBA determines to be appropriate, information explaining the Plan;

(b) to receive from the Employer and from Members such information as will be necessary for the proper administration of the Plan;

(c) to furnish the District with annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(d) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements, of the Trust Fund from the Trustee; and

(e) to appoint or employ (either directly or through its secretary) individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel. In addition, all matters regarding eligibility and the amount, manner and time of payment of any benefits hereunder will be the sole responsibility of the District.

7.8 Rules and Interpretations: The RCID VEBA has the authority to make such rules and regulations and to take such action as may be necessary to carry out the provisions of the Plan and the discretion to interpret these rules and regulations, as well as the terms of the Plan. The RCID VEBA may delegate any part of its authority and duties as it deems expedient. All rules and decisions of the RCID VEBA will be uniformly and consistently applied to all Eligible Employees in similar circumstances. When making a decision, the RCID VEBA will be entitled

to rely upon information furnished by an Eligible Employee, the Employer, the legal counsel of an Employer, any actuary servicing the plan, the Trustee, and/or the insurer.

7.9 Indemnification: To the extent an employee of the Employer or RCID VEBA is used to administer or carry out the purpose of the Plan, and is acting in good faith in the scope of his or her employment, RCID VEBA retains responsibility for his or her actions, and indemnifies that employee accordingly. To the extent Plan funds are insufficient for any indemnification, the cost of such indemnification will be born and guaranteed by the Employer.

The terms of this Plan are acceptable to and are adopted, effective March ~~24~~, 20~~18~~, by the RCID VEBA on the date indicated below:

On behalf of the Reedy Creek Improvement District
Voluntary Employees' Beneficiary Association

Signature: _____

Print: _____

Title: _____

Date: _____

The terms of this Plan imposing liability on the Employer are acceptable to and are approved, accepted, and adopted, effective March ~~24~~, 20~~18~~, by the Employer on the date indicated below:

On behalf of the Reedy Creek Improvement District

Signature: _____

Print: _____

Title: _____

Date: _____

**FIRST RESTATED
REEDY CREEK IMPROVEMENT DISTRICT
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION
BYLAWS**

ARTICLE I

NAME & NONPROFIT STATUS

1.1 Name.

The name of this Association shall be Reedy Creek Improvement District Voluntary Employee Beneficiary Association (hereafter referenced as the “Association” or “RCID VEBA”).

1.2 Nonprofit Status and Exempt Activities Limitation.

(a) Nonprofit Legal Status. RCID VEBA is a Florida non-profit association, tax exempt under Section 501(c) (9) of the Code, organized under State law, in general, and Florida Statutes Chapter 736.0402, in particular. The trust is a charitable trust under Florida Statutes Chapter 736.0405, operated exclusively for the governmental purpose of providing for the payment of continued sick, accident, death, or other benefits (“benefits”) to eligible employees, as required of the Reedy Creek Improvement District in accordance with Florida Statutes Chapter 112.0801, the Survivor Income Plan, and internal policy. As such, RCID VEBA is a “voluntary employee benefits association” within the meaning of Section 501(c)(9) of the Internal Revenue Code of 1986 (“Code”).

(b) Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this RCID VEBA shall take any action or carry on any activity by or on behalf of the RCID VEBA not permitted to be taken or carried on by an organization exempt under Section 501(c)(9) of the Code. The RCID VEBA will only involve itself with income from the District related to the exercise of an essential governmental

function, as provided in section 115 of the Code. No part of the principal or net earnings of the RCID VEBA shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the RCID VEBA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Bylaws, the Reedy Creek Improvement District Voluntary Employees' Beneficiary Association Plan, and the Reedy Creek Improvement District Voluntary Employees' Beneficiary Association Other-Post Employment Benefits Trust.

(c) Distribution Upon Dissolution. Upon termination or dissolution of the RCID VEBA , any assets lawfully available for distribution shall be distributed to 1 or more irrevocable trusts to be used to provide benefits similar to those described herein for the individuals described herein. This includes an irrevocable trust to be maintained by the District.

ARTICLE II

PURPOSES AND POWERS

2.1 Purpose

RCID VEBA's purpose is to receive, monitor, maintain, and provide funding for an essential governmental function as defined in section 115 of the Code; namely, the provision of statutorily-required and policy-required benefits to certain former employees of Reedy Creek Improvement District ("the District").

RCID VEBA accomplishes its purpose by receiving funds from the District; holding such amounts in an irrevocable trust; investing such amounts in appropriate investments that balance risk, returns, and the appropriate levels of liquidity, in line with the District's investment policy and restrictions; releasing funds for benefits; and, preparing or obtaining reports as necessary to monitor those funds.

2.2 Powers

The RCID VEBA shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the purposes for which the RCID VEBA is organized.

ARTICLE III

MEMBERS, DIRECTORS, & COMMITTEES

3.1 Membership

Membership is limited to former employees of the District who are entitled to benefits through the District, in accordance with District policy.

3.2 Directors and Officers

The board of directors of the District will serve as the Board of Directors of RCID VEBA. The officers of the District board (president, vice president, secretary, and treasurer) will have those same roles with the RCID VEBA board.

3.3 Board Membership

The rules and requirements concerning board membership, including qualifications, service requirements and the number of board members will be governed by the related requirements applicable to the District board members.

3.4 Powers

All RCID VEBA powers shall be exercised by or under the authority of the board, and the affairs of the RCID VEBA shall be managed under the direction of the board, except as otherwise provided by law.

3.5 Board of Directors Meetings.

(a) Regular Meetings. The board of directors will have regular annual meetings on the date that coincides with the District's March board meeting, unless a special meeting is called.

Meetings will be noticed in the same manner as is provided for the District board meetings.

(b) Special Meetings. Special meetings of the board may be called on the same basis and with the same notice as provided in the rules governing the District board.

3.6 Conduct of Meetings.

Rules of attendance, decorum, quorum, conflicts of interest, passage of decisions, recording of minutes, and record-keeping will mirror those rules governing the District board.

3.7 Compensation for Board Service

Directors shall receive no compensation for carrying out their duties as directors. The board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings.

3.8 Compensation for Professional Services by Directors

Directors are restricted from being remunerated for professional services provided to the RCID VEBA.

3.9 Committees

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
- (b) fill vacancies on the board of directors;
- (c) amend or repeal Bylaws or adopt new Bylaws;

- (d) amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (e) appoint any other committees of the board of directors or the members of these committees;
- (f) expend funds to support a nominee for director; or
- (g) approve any transaction:
 - (i) to which the RCID VEBA is a party and one or more directors have a material financial interest; or
 - (ii) between the RCID VEBA and one or more of its directors, or between the RCID VEBA or any person in which one or more of its directors have a material financial interest.

3.10 Meetings and Action of Committees

Meetings and action of the committees shall be governed by and held and taken in accordance with the provisions of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

3.11 Daily Oversight and Activities

The District comptroller is hereby appointed to oversee RCID VEBA and to take the steps necessary to carry out board decisions and accomplish RCID VEBA's purpose.

3.12 Assistance and Payment for Services

The District comptroller may utilize the assistance of other District employees. All District employees, including the comptroller, providing services to RCID VEBA will be compensated by the District in accordance with the terms of their employment with the District.

ARTICLE IV

CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

4.1 Contracts and Other Writings

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the RCID VEBA shall be executed on its behalf by the treasurer or other persons to whom the RCID VEBA has delegated authority to execute such documents in accordance with policies approved by the board.

4.2 Checks, Drafts, and Draws

The policy adopted by the District titled "Approvals and Signature Authority," effective November 1, 2001 is hereby adopted by RCID VEBA, and future amendments to such policy are automatically adopted unless a separate action by the Board specifically provides for such changes to not be adopted by the RCID VEBA.

4.3 Deposits

All funds of the RCID VEBA not otherwise employed shall be deposited from time to time to the credit of the RCID VEBA in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

4.4 Loans

No loans shall be contracted on behalf of the RCID VEBA and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general

or confined to specific instances.

4.5 Indemnification

(a) Indemnification of Directors. The RCID VEBA will indemnify a director or former director in the same manner as such directors are indemnified for their service on behalf of the District.

(b) Indemnification of Employees. A District employee providing services to the RCID VEBA will be treated as an employee of both entities. An employee of the RCID VEBA who is not a director is fully-indemnified by the RCID VEBA and the District for all actions taken or carried out in good faith and in the scope of the employee's employment, unless such indemnification, and the scope of such indemnification, is separately contracted with the employee.

ARTICLE V

MISCELLANEOUS

5.1 Fiscal Year

The fiscal year of the RCID VEBA shall be from October 1 to September 30 of each year.

5.2 Nondiscrimination, Ethics, and Other Policies

Any policies concerning nondiscrimination, ethics, dress codes, retaliation, sexual harassment, or similar topics adopted by the District to apply to its employees or directors are hereby adopted by the RCID VEBA, and employees and directors will be notified of such policies in the same manner as District employees and directors are notified. Such policies will be automatically amended whenever or however the related District policies are amended, unless a separate action by the board specifically provides for such changes to not be adopted by the RCID VEBA.

5.3 Bylaw Amendment

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the board, provided, however, that no amendment shall be made to these Bylaws which would cause the RCID VEBA to cease to qualify as an exempt association under Section 501(c)(9) of the Code, or the corresponding section of any future Federal tax code.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of RCID VEBA were approved, effective March 24, 2021, by the District board of directors on March 24, 2021 and constitute a complete copy of the Bylaws of the RCID VEBA.

Reedy Creek Improvement District

Signature: _____

Print: _____

Secretary of the Board

Date: _____

**FIRST RESTATED
REEDY CREEK IMPROVEMENT DISTRICT
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION
BYLAWS**

ARTICLE I

NAME & NONPROFIT STATUS

1.1 Name.

The name of this Association shall be Reedy Creek Improvement District Voluntary Employee Beneficiary Association (hereafter referenced as the “Association” or “RCID VEBA”).

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(a) Nonprofit Legal Status. RCID VEBA is a Florida non-profit association, tax exempt under Section 501(c) (9) of the Code, organized under State law, in general, and Florida Statutes Chapter 736.0402, in particular. The trust is a charitable trust under Florida Statutes Chapter 736.0405, operated exclusively for the governmental purpose of providing for the payment of continued sick, accident, death, or other benefits (“benefits”) to eligible employees, as required of the Reedy Creek Improvement District in accordance with Florida Statutes Chapter 112.0801, the Survivor Income Plan, and internal policy. As such, RCID VEBA is a “voluntary employee benefits association” within the meaning of Section 501(c)(9) of the Internal Revenue Code of 1986 (“Code”).

(b) Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this RCID VEBA shall take any action or carry on any activity by or on behalf of the RCID VEBA not permitted to be taken or carried on by an organization exempt under Section 501(c)(9) of the Code. The RCID VEBA will only involve itself with income from the District related to the exercise of an essential governmental

function, as provided in section 115 of the Code. No part of the principal or net earnings of the RCID VEBA shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the RCID VEBA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Bylaws, the Reedy Creek Improvement District Voluntary Employees' Beneficiary Association Plan, and the Reedy Creek Improvement District Voluntary Employees' Beneficiary Association Other-Post Employment Benefits Trust.

(c) Distribution Upon Dissolution. Upon termination or dissolution of the RCID VEBA , any assets lawfully available for distribution shall be distributed to 1 or more irrevocable trusts to be used to provide benefits similar to those described herein for the individuals described herein.

This includes an irrevocable trust to be maintained by the District. ~~to provide retiree medical benefits.~~

ARTICLE II

PURPOSES AND POWERS

2.1 Purpose

RCID VEBA's purpose is to receive, monitor, maintain, and provide funding for an essential governmental function as defined in section 115 of the Code; namely, the provision of statutorily-required ~~and policy-required post-employment (retiree) medical~~ benefits to certain former employees of Reedy Creek Improvement District ("the District"), ~~in accordance with the District's policy for retiree health insurance coverage.~~

RCID VEBA accomplishes its purpose by receiving funds from the District; holding such amounts in an irrevocable trust; investing such amounts in appropriate investments that balance risk, returns, and the appropriate levels of liquidity, in line with the District's investment policy

and restrictions; releasing funds for ~~retiree medical~~ benefits; and, preparing or obtaining reports as necessary to monitor those funds.

2.2 Powers

The RCID VEBA shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the purposes for which the RCID VEBA is organized.

ARTICLE III

MEMBERS, DIRECTORS, & COMMITTEES

3.1 Membership

Membership is limited to former employees of the District who are ~~enrolled in entitled to retiree health insurance coverage benefits~~ through the District, in accordance with District policy ~~and Florida Statutes Chapter 112.0801~~.

3.2 Directors and Officers

The board of directors of the District will serve as the Board of Directors of RCID VEBA. The officers of the District board (president, vice president, secretary, and treasurer) will have those same roles with the RCID VEBA board.

3.3 Board Membership

The rules and requirements concerning board membership, including qualifications, service requirements and the number of board members will be governed by the related requirements applicable to the District board members.

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All RCID VEBA powers shall be exercised by or under the authority of the board, and the affairs of the RCID VEBA shall be managed under the direction of the board, except as otherwise provided by law.

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(a) Regular Meetings. The board of directors will have regular annual meetings on the date that coincides with the District's March board meeting, unless a special meeting is called.

Meetings will be noticed in the same manner as is provided for the District board meetings.

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3.8 Compensation for Professional Services by Directors

Directors are restricted from being remunerated for professional services provided to the RCID VEBA.

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The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

(a) take any final action on matters which also requires board members' approval or approval of a majority of all members;

- (b) fill vacancies on the board of directors;
- (c) amend or repeal Bylaws or adopt new Bylaws;
- (d) amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (e) appoint any other committees of the board of directors or the members of these committees;
- (f) expend funds to support a nominee for director; or
- (g) approve any transaction:
 - (i) to which the RCID VEBA is a party and one or more directors have a material financial interest; or
 - (ii) between the RCID VEBA and one or more of its directors, or between the RCID VEBA or any person in which one or more of its directors have a material financial interest.

3.10 Meetings and Action of Committees

Meetings and action of the committees shall be governed by and held and taken in accordance with the provisions of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors

may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

3.11 Daily Oversight and Activities

The District comptroller is hereby appointed to oversee RCID VEBA and to take the steps necessary to carry out board decisions and accomplish RCID VEBA's purpose.

3.12 Assistance and Payment for Services

The District comptroller may utilize the assistance of other District employees. All District employees, including the comptroller, providing services to RCID VEBA will be compensated by the District in accordance with the terms of their employment with the District.

ARTICLE IV

CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

4.1 Contracts and Other Writings

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the RCID VEBA shall be executed on its behalf by the treasurer or other persons to whom the RCID VEBA has delegated authority to execute such documents in accordance with policies approved by the board.

4.2 Checks, Drafts, and Draws

The policy adopted by the District titled "Approvals and Signature Authority," effective November 1, 2001 is hereby adopted by RCID VEBA, and future amendments to such policy are automatically adopted unless a separate action by the Board specifically provides for such changes to not be adopted by the RCID VEBA.

4.3 Deposits

All funds of the RCID VEBA not otherwise employed shall be deposited from time to time to the credit of the RCID VEBA in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

4.4 Loans

No loans shall be contracted on behalf of the RCID VEBA and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

4.5 Indemnification

(a) Indemnification of Directors. The RCID VEBA will indemnify a director or former director in the same manner as such directors are indemnified for their service on behalf of the District.

(b) Indemnification of Employees. A District employee providing services to the RCID VEBA will be treated as an employee of both entities. An employee of the RCID VEBA who is not a director is fully-indemnified by the RCID VEBA and the District for all actions taken or carried out in good faith and in the scope of the employee's employment, unless such indemnification, and the scope of such indemnification, is separately contracted with the employee.

ARTICLE V

MISCELLANEOUS

5.1 Fiscal Year

The fiscal year of the RCID VEBA shall be from October 1 to September 30 of each year.

5.2 Nondiscrimination, Ethics, and Other Policies

Any policies concerning nondiscrimination, ethics, dress codes, retaliation, sexual harassment, or similar topics adopted by the District to apply to its employees or directors are hereby adopted by the RCID VEBA, and employees and directors will be notified of such policies in the same manner as District employees and directors are notified. Such policies will be automatically

amended whenever or however the related District policies are amended, unless a separate action by the board specifically provides for such changes to not be adopted by the RCID VEBA.

5.3 Bylaw Amendment

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the board, provided, however, that no amendment shall be made to these Bylaws which would cause the RCID VEBA to cease to qualify as an exempt association under Section 501(c)(9) of the Code, or the corresponding section of any future Federal tax code.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of RCID VEBA were approved, effective March ~~24~~, 2021~~8~~, by the District board of directors on ~~February 28, 2018~~ March 24, 2021 and constitute a complete copy of the Bylaws of the RCID VEBA.

Reedy Creek Improvement District

Signature: _____

Print: _____

Secretary of the Board

Date: _____

EXHIBIT D



**RCID UTILITY DIVISION
FY21 UTILITY RATE REVIEW
MARCH 24, 2021**



RCID Utility Division Mid-Year Rate Adjustment

It is proposed for RCID's Utility Division to make offsetting rate adjustments in the electric rates to Energy and Fuel. These adjustments will keep the net impact to customers unchanged.

- It is the industry standard to pass through fuel benefits or detriments of fuel to customers. With more solar in the power mix, fuel costs are less. Currently the fuel rate is over collecting for the cost of fuel and the energy rate under collecting for the cost of energy (non-fuel)

PROPOSED ELECTRIC RATE SCHEDULES

RATE SCHEDULE RS (RESIDENTIAL SERVICE)		
	<u>PROPOSED</u>	<u>CURRENT</u>
Rate per month		
Customer Facilities Charge		
Per month	\$ 2.85	\$ 2.85
Energy Charge		
Cents per KWH	9.436	9.032
Fuel Charge		
Cents per KWH	1.296	1.700
RATE SCHEDULE GS (GENERAL SERVICE)		
Rate per month		
Customer Facilities Charge		
Per month	\$ 2.85	\$ 2.85
Energy Charge		
Cents per KWH	14.573	14.169
Fuel Charge		
Cents per KWH	1.296	1.700
RATE SCHEDULE GSD (GENERAL SERVICE DEMAND)		
Rate per month		
Customer Facilities Charge		
Per month	\$20.00	\$20.00
Demand Charge		
Dollars per KW Demand	7.689	7.689
Energy Charge		
Cents per KWH	5.954	5.550
Fuel Charge		
Cents per KWH	1.296	1.700

EXHIBIT D

