

# **BOARD OF SUPERVISORS**

May 25, 2022 10:00 a.m.

#### **AGENDA**

### **Board of Supervisors**

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

May 25, 2022

10:00 a.m.

- 1. CALL TO ORDER
- 2. ANNUAL ELECTION OF OFFICERS

President Vice President Treasurer Secretary

- 3. APPROVAL OF MINUTES
  - A. Minutes of the April 27, 2022 BOS Meeting
- 4. REPORTS
  - A. District Administrator
- 5. 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. CONSIDERATION of Reappointment of **Kermit L. Prime**, **Jr.** to the Pollution Control Board for a one-year term to expire May 2023.
- B. Third Amendment to a Solar Power Purchase Agreement

- CONSIDERATION of Request for Board approval of the Third Amendment to the Solar Power Purchase Agreement (PPA) between **FL Solar 10, LLC** (**Origis Energy**) and the Reedy Creek Improvement District dated June 26, 2020, as amended January 26, 2022 (First Amendment); as amended April 27, 2022, (Second Amendment) and authorization for the District Administrator to execute said Third Amendment to the PPA and all documents and attachments therein. The purpose of the Third Amendment to the PPA is to replace the Commercial Operation Date from February 28, 2023, to December 31, 2023. Additionally, the Third Amendment will replace the current Notice to Proceed (NTP) date from May 28, 2022, to March 31, 2023. (**EXHIBIT A**)
- C. Flamingo Crossings Pedestrian Bridges Smart City Telecom Cost of Service
  - CONSIDERATION of Request for Board approval to compensate **Smart City Telecom** in the amount of \$4,005.00, for the Cost of Service ("COS") associated with telecommunication service supporting the Flamingo Crossings Pedestrian Bridges Project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of 10% of the COS amount. (**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.

#### 6. REGULAR AGENDA

- A. Seventh Amendment to Memorandum of Agreement between City of St. Cloud, Tohopekaliga Water Authority, Orange County, Polk County and Reedy Creek Improvement District for Cost Sharing and Permit Compliance Coordination
  - CONSIDERATION of Request for Board approval of the "Seventh Amendment to Memorandum of Agreement Between City of St. Cloud, Tohopekaliga Water Authority, Orange County, Polk County and Reedy Creek Improvement District for Cost Sharing and Permit Compliance Coordination" and to authorize the District Administrator to execute the Agreement. This Amendment authorizes additional engineering and field services for the STOPR Group groundwater level monitoring, groundwater quality monitoring, environmental monitoring, data management, compliance reporting and other services required to achieve compliance with the Parties' Water Use Permits (WUPs) and Central Florida Water Initiative (CFWI) related services. It also extends the term of the Amended Agreement to June 30, 2030. RCID's share of cost for these services is equal to 18.2% of the total costs, or \$692,204.00 (EXHIBIT C)
- B. Biosolids Dewatering Facility and Food Waste Transfer Station (P1124) Initial Budget

• CONSIDERATION of Request for Board approval to establish an initial budget of \$15,795,000.00 for the Biosolids Dewatering Facility and Food Waste Transfer Station project. (EXHIBIT D)

Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

- C. Biosolids Dewatering Facility and Food Waste Transfer Station (P1124) Construction Services
  - CONSIDERATION of Request for Board approval to execute an agreement with **Poli Construction, Inc.**, in the amount of \$1,370,122.00 for construction services for the Food Waste Transfer Station. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of 10% of the contract amount. (**EXHIBIT D**)

Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

- D. North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) Initial Budget
  - CONSIDERATION of Request for Board approval to establish an initial budget of \$2,500,000.00 for the North Service Area (NSA) 15kV Cable & Equipment Replacement project. (**EXHIBIT E**)

Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

- E. North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) Construction Services
  - CONSIDERATION of Request for Board approval to execute an agreement with Carter Electric, Inc., in the amount of \$1,594,689.00 for construction services for the North Service Area (NSA) 15kV Cable & Equipment Replacement project. Staff also request Board authorization for the District Administrator to execute change orders up to an aggregate amount of 10% of the contract amount. (EXHIBIT E)

Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

F. North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – Owner-

Furnished Materials (OFM)

• CONSIDERATION of Request for Board approval of Owner-Furnished Materials (OFM) in the amount of \$550,000.00 for the North Service Area (NSA) 15kV Cable & Equipment Replacement project. (EXHIBIT E)

Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

- G. North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) RCES Soft Costs
  - CONSIDERATION of Request for Board approval of an amount Not-To-Exceed \$190,000.00 for engineering and construction support, including survey, submittal review and project inspection costs for the North Service Area (NSA) 15kV Cable & Equipment Replacement 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. (EXHIBIT E)

Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

- H. World Drive North Phase III Construction Trailer Support
  - CONSIDERATION of Request for Board approval to award contracts, work authorizations and purchase orders in the aggregated amount Not-To-Exceed \$150,000.00, for set-up, assumption of leases and other operating costs for construction trailers within the RCID Typhoon Lagoon Trailer Compound for support of the RCID construction projects. Staff also request authorization for the District Administrator to execute change orders up to an aggregate amount of 10% of the contract amount. The amount requested is included in the approved project budget. (EXHIBIT F)

Funding for this request is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

- I. Resolution No. 605 Adopting Proposed Text Amendments to RCID Comprehensive Plan
  - CONSIDERATION of Request for Board to adopt **RCID Resolution No. 605** amending the RCID 2020 Comprehensive Plan and Future Land Use Map (FLUM) to adopt Evaluation and Appraisal Report amendments to the Future Land Use, Transportation, Housing, Infrastructure (Potable Water Sub-element), Conservation,

Intergovernmental Coordination, and Capital Improvements Elements and to the FLUM to reflect changes in state requirements and to update statute and code references since the last update; to revise dates for various policies and to update the FLUM to reflect the de-annexation of two parcels totaling 154.08 acres to Orange County. (**EXHIBIT G**)

- 7. OTHER BUSINESS
- 8. ADJOURNMENT



#### 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 Florida County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal

Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on May 06, 2022; May 15, 2022.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Name of Affiant

Signature of Affiant

Sworn to and subscribed before me on this 16 day of May, 2022, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

LEANNE ROLLINS

Notary Public - State of Florida

Commission # GG 982233

My Comm. Expires Apr 27, 2024

Bonded through National Notary Assn.

ene Rollins

Name of Notary, Typed, Printed, or Stamped



#### PUBLIC MEETING

PUBLIC MEETING

YOU WILL PLEASE TAKE NOTICE
that on Wednesday, May 25, 2022
at 10 a.m. or as soon thereafter
as practicable, the Board of
Supervisors of the Reedy Creek
Improvement District will hold its
annual Organizational meeting at the
Reedy Creek Improvement District
Administration Office, 1900 Hotel Plaza
Boulevard, Lake Buena Vista, Florida.
At that time, they will consider election
of officers and such other business as
may properly come before them.

REEDY CREEK IMPROVEMENT DISTRICT

BY:TINA GRAHAM DISTRICT CLERK 5/06/2022 5/16/2022 7188677

7188677

#### MINUTES OF MEETING

**Board of Supervisors** 

Reedy Creek Improvement District

April 27, 2022

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, April 27, 2022 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were President Larry Hames, Jane Adams, Don Greer, and Leila Jammal constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Tina Graham, District Clerk, Ryan Conrad, and Tracy Borden, Administration; Ron Zupa, Technology Services; Chris Quinn, Heidi Powell and Susan Higginbotham, Finance; Kerry Satterwhite, Facilities; Jason Middleton, Michele Dicus, and Eddie Fernandez, Human Resources; Eryka Washington, Communications; Chief Richard LePere, Eric Ferrari, Jon Shirey, and Joel Edwards, Fire Department; Kate Kolbo, Planning & Engineering; Ray Crooks and Chris Ferraro, RCES; Ed Milgrim and Ilana Perras, Milgrim Law Group; Nathan Crooks, Bloomberg News; Michael Schneider, Associated Press; Shannon Peterson and Mateo Bachini, WF TV 9; Ryan Gillespie and Willie Allen, Orlando Sentinel; Eric Adelson, Washington Post; Rebecca Turco, and Joh Ficurella, Spectrum 13 News; Phelan Ebenhack and Bas Blokker, NRC Media; Bob Hazen and Jerry Clearman, WESH 2; and Amanda Lubin, News 6. Those participating via teleconference were: Yenni Hernandez, Technology Services; Mike Crikis, Jeff Holland, and Wendy Duncan, Environmental Sciences; Jerry Wooldridge and Jacob Simpson, Building & Safety; and Lexy Wollstadt, Finance.

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

#### **SAFETY MINUTE**

Mr. Eddie Fernandez presented the safety instructions for the Administration Building. Mr. Fernandez identified the locations of the emergency exits and the two AEDs in case of an emergency. Mr. Fernandez advised that in the event of a fire, there are two exits on the first floor. Mr. Fernandez advised that a first-aid kit is located at the Security Guard's desk right outside the Boardroom. Mr. Fernandez advised that Mental Health Awareness month is coming up in May and it is important to focus on a healthy diet and exercise routine to help build muscle and stay fit. Pay attention to signs of feeling tired or overwhelmed and contact your health provider if these symptoms continue.

### **APPROVAL OF MINUTES**

Minutes from the March 23, 2022 BOS Meeting were approved and accepted as presented.

The District Clerk recorded proof of publication of the meeting notice.

### **REPORTS**

A departmental report was presented by the District Administrator and RCES Director.

Mr. Classe advised that today is Administrative Professional Day. He recognized and thanked all the District's Administrative Assistants for the great work they do in supporting their respective departments throughout the District.

Mr. Classe introduced a new member of the Leadership Team, Ryan Conrad, who joined the District on April 18<sup>th</sup> as the new Chief of Public Works overseeing the Planning & Engineering, Environmental Sciences, Facilities and Building & Safety Departments. Prior to the District Mr. Conrad was with Consor Engineers providing CM and CEI services on several District capital projects.

Mr. Classe recognized Sarah Renner, RCID Fire Fighter for an award that was presented by Dr. Phillips Hospital in recognition of a medical response provided by our team. This was a STEMI call where, quote "The patient had a 29-minute door to balloon time, which is incredible." The patient had a successful outcome and recovery and it all started with the efforts of Rescue 12. This is another example of the excellent medical response provided by members of the Fire Department.

Mr. Classe reported that at the April 2021 Board meeting, Jennifer Johnson in our Building & Safety department was awarded the inaugural Permit Technician of the Year through the Building Officials Association of Florida. Yesterday, we learned that for 2022, Mike Rickabaugh, Deputy Building Official was awarded Member of the Year and Joey Rodriguez, Chief Building Official was awarded Building Inspector of the Year. These recognitions highlight the exceptional talent within the District. Congratulations to both Mike and Joey. Mr. Classe advised that we are very proud of our team members and their accomplishments.

Mr. Classe reported that for the month of April, the District is celebrating and highlighting the excellent work of our Environmental Sciences Department. The department consist of ten sections and we have been showcasing a couple sections each week on the District's LinkedIn page as well as throughout the District. The Environmental Sciences team monitors and assesses the chemistry, biology and general water quality of the District for the purpose of regulatory and permit compliance, as well as pollution control and mitigation. In honor of Earth Day, The District was delighted to share some of the outstanding work our team does on a daily basis to support and protect our environment. We truly appreciate their hard work, passion and dedication to the District.

Mr. Classe gave a brief update on the new legislation signed last week affecting the District. Mr. Classe reported that he has asked the District Team to focus on continuing to do their work with the same high standards and professionalism they always have as we learn more about what the legislation means. Mr. Classe stated that he remains proud of all that the District has done in providing excellent government services to support one of the top tourism destinations in the world and the economic benefit it provides to Florida and particularly the Central Florida community. Mr. Classes reported that he learned this week that our planned expansion of solar power (one of the 75 MW facilities) could be delayed because our business partners are experiencing financing challenges related to the uncertainty around this new legislation. Over the years, the District has taken great care to be good stewards of the environment as shown on the previous slides. The District's Environmental Sciences and Stormwater/Flood Control Engineering Teams have been recognized repeatedly by state and federal regulatory agencies for the great work they do in studying, monitoring and managing water quality and floodplain areas within our boundaries. He hopes the legacy of what we have been able to accomplish for the more than 8,200 acres of conservation land within the District will continue in the future.

Ms. Ferraro presented the RCID Electric Reliability Compliance Program Semi-Annual Report for period October 1, 2021 through March 30, 2022. This is a report of compliance and associated activities related to the North American Electric Reliability Corporation (NERC) and Southeastern Electric Reliability Corporation (SERC) electric reliability standards.

Ms. Ferraro reported on the Covid-19 Regulatory Relief. In May of 2020, NERC Electric Reliability Enterprise (ERO) released guidance that provided additional regulatory relief related to registered entities', including RCID, through December 31, 2021. This regulatory relief was not extended into calendar year 2022.

Ms. Ferraro gave updates for Specific Compliance Activities for RCES:

Ms. Ferraro advised that all reliability standard requirements and required compliance tasks were completed without exception and there were no instances of non-compliance during the reporting period.

The years 2017-2027 under frequency load shed relay testing and maintenance schedule was reviewed. Testing of these relays is underway.

During the semi-annual reporting period, the Executive Compliance Committee (ECC) and the RCES Compliance Committee conducted regularly scheduled meetings.

A NERC Recommendation to Industry was received by RCID regarding preparation for potential Russian cyber activity against industry from Russia-linked actors. The Level II Alert was issued on February 15, 2022. RCID responded to the security alert; the recommendations were reviewed and plans exist to implement the necessary changes to our systems on an on-going basis.

As of December 30, 2021, RCES Network Service Engineer and Compliance Professional obtained access to NERC's Electricity Information Sharing and Analysis Center (E-ISAC) portal and started receiving weekly updates on best practices for physical and cyber security threats and mitigations.

The new RCES Manager of Electric Operations, Joseph Russo, a 24-year employee in the department, has been registered as the alternate SERC compliance contact for RCID.

Legal counsel for the RCID Executive NERC Compliance Committee was updated based on personnel assignments.

#### **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:

#### <u>Item 6A – Appoint Assistant Clerk</u>

CONSIDERATION of Request to appoint Ms. Tracy Borden as Assistant Clerk for the Board of Supervisors.

### <u>Item 6B - Flamingo Crossings Pedestrian Bridges - Amendment of Professional Services</u> <u>Agreement</u>

CONSIDERATION of Request for Board approval to amend the Agreement for Professional Services between RCID and **Helman Hurley Charvat Peakcock/Architects, Inc.**, and add to the fee in the total amount of \$47,750.00 for additional post design services associated with the pedestrian bridge structures at Flamingo Crossings project. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. (**EXHIBIT A**)

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. Jammal and duly seconded, the Board unanimously approved the Consent Agenda.

#### **REGULAR AGENDA**

# <u>Item 7A – Flamingo Crossings Pedestrian Bridges – Amendment of Professional Services Agreement</u>

Mr. Satterwhite requested Board approval to amend the Agreement for Professional Services between RCID and **The Roderick Group, Inc. Ardmore Roderick**, and add to the fee in the total amount of \$127,546.00 for the provision of staff extensions in support of the Flamingo Crossings Pedestrian Bridges Project. Funding for this request is included in the approved project budget and

MINUTES OF MEETING April 27, 2022 Page 5 of 5

is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. Mr. Satterwhite advised that the original contract was approved July 2021 and is estimated to be completed July 2022. 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 A**)

#### Item 7B – Second Amendment to a Solar Purchase Agreement

Mr. Crooks requested Board approval of the Second Amendment to the Solar Power Purchase Agreement (PPA) between **FL Solar 10, LLC** (**Origis Energy**) and the Reedy Creek Improvement District dated June 26, 2020, as amended January 26, 2022 (First Amendment) and authorization for the District Administrator to execute said Second Amendment to the PPA and all documents and attachments therein. The purpose of the Second Amendment to the PPA is to replace the original Commercial Operation Date from December 31, 2022, to February 28, 2023. Additionally, the Second Amendment will replace the original Notice to Proceed (NTP) date from April 1, 2022, to May 28, 2022. Mr. Crooks advised that this extension request is due to supply chain and delivery issues. (**EXHIBIT B**)

#### 8. OTHER BUSINESS

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

The Fire Fighter Union President Mr. Jon Shirey came to talk to the Board of Supervisors about the legislation. Mr. Shirey advised that he was here to represent the 200 plus men and women from the fire department. Mr. Shirey asked what reinsurance can he bring back to his team and he asked the Board to take care of the employees and they would take care of the District.

Mr. Classe then presented the Final Thought from Marc and Angel Chernoff, New York Times bestselling authors, professional coaches, full-time students of life, "When you stop worrying about what you cannot control, you have time to change the things you can control, and that changes everything."

There being no further business to come before the Board, the meeting was adjourned at 9:53 a.m.

	Laurence C. Hames
ATTEST	President, Board of Supervisors
John H. Classe, Jr. Secretary, Board of Supervisors	

# **DEPARTMENT REPORTS**

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



### Reedy Creek Energy Services

### Memorandum

To: John Classe Date: May 25, 2022

From: Christine Ferraro Extension: (407) 824-4121

Subject: April - Monthly Utilities Report

### **Electric and Natural Gas Purchases and Sales**

April 2022: Megawatt hour loads were approximately 1.1% below budget with a monthly peak load of approximately .1% above budgeted levels. Average temperatures for April 2022 were 1.7% higher when compared to same month in 2021 and was 1.5% lower when compared to the average temperatures experienced in 2020. Total cost per megawatt hour (\$/MWh) for the month was approximately 8.2% above budget equating to approximately \$362K of net electric cost increase to plan. The higher electric costs were driven primarily by very volatile natural gas costs driving higher cost for market based purchases and Duke RCF contract purchases. However some of the electric cost impacts were mitigated by electric sales better than forecasted, and lower solar volumes than forecasted.

### **Natural Gas (Distribution and Hot Water)**

April 2022: Natural gas commodity prices were approximately 3.43% above budgeted levels, with volumes approximately 3.81% lower than budgeted levels. Actual volumes were lower than budgeted **driven by property closure resulting from the COVID19 virus pandemic that resulted in less consumption from restaurants and other attractions on property.** Total natural gas cost per MMBtu (\$/MMBtu) for the month was approximately 1.95% higher than budget due to lower than budgeted volume levels, increased commodity costs, and adjusted fixed capacity costs resulting from a filed FGT pipeline rate case. Gross natural gas costs were approximately \$36K over budget driven primarily by higher gas capacity and commodity costs than budgeted. RCID's natural gas price hedging program continues to provide price risk mitigation that helps to cap market exposure on gas prices. There is every expectation that sales volumes will return to pre-COVID levels as the property returns to normal operations. However, price volatility in the gas market is expected to continue through Qtr2 2022.

	2	2021		20	)22		Diffe	rence	
Water / Wastewater	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	Total Monthly Volume (million gallons)		Average Daily Flow (million gallons/day)	Total Monthly Volume (million gallons)		Average Daily Flow (million gallons/day)	% Difference
Potable Water									
Consumption	402.6	13.4	482.1	1	16.1	79	9.5	2.7	19.8%
Wastewater Generation	338.0	11.3	423.4	423.4 14.1		8.	5.4	2.8	25.3%
Reclaimed Water Usage	237.9	7.9	189.0	)	6.3	-4	8.9	-1.6	-20.6%
Wastewater									
Contribution from OCU 55.5		2.0	48.8		1.7	-6	5.7	-0.2	-12.0%
Rainfall measured at									
RCID WWTP (in)		5.8	5.4		-0.4			-6.4%	
		2021			2022			D:cc	·

	2021	2022	Difference
Water / Wastewater	Total Monthly	Total Monthly Volume	<b>Total Monthly Volume (Tons)</b>
	Volume (Tons)	(Tons)	
Class 1 Waste Collected by RCES	3711	5867	2156
Class III Waste Collected by RCES	175	242	67
Offsite Landfill	4461	6317	1856
Food Waste	693	1426	733
Class I Recycle	857	1456	599
Green Waste	988	1485	497
C&D Collected	1537	864	-673
Manure	309	337	28

<sup>\*</sup>All Data in Tons

#### REEDY CREEK IMPROVEMENT DISTRICT MONTHLY INTERCHANGE REPORT

Apr-22

			Duke									
chk'd		Gross	Energy	FPL	FPC	TEC	NET	MWs from Indirect	ECONOMY	FIRM	TOTAL	Recv'd inv
INITIAL	CO.	MWH	Imbalance	LOSS	LOSS	LOSS	MWH	Delivery Point	COST	COST	\$/MWH	INITIAL
=		=====										=
CO	Constellation Energy Generation	90	0	0	0	0	90		\$6,570.00		\$ 73.00	CO 05-05-22
	_ Citrus Ridge Solar	8,536	0	0	0	0	8,536			\$330,864.27		EST
CO	_ Duke-RC	5,195	0	0	0	0	5,195		\$229,025.00		\$ 44.09	CO 05-02-22
	_ Duke-Hamilton Solar	0	0	0	0	0	0			\$0.00	#DIV/0!	
CO	_ Duke-RC Franklin	31,495	0	0	0	0	31,495			\$2,397,264.22		CO 05-09-22
	_ Duke-RC Franklin Settlement #1									(\$206,692.35)		CO 05-05-22
	_ Duke-RC Franklin Settlement #2									(\$49,690.50)	Morgan Stanley	CO 05-05-22
	_ Duke-RC Franklin Settlement #3									\$0.00		
	_ Duke-RC Franklin Settlement #4									(\$356,243.79)	JP Morgan	CO 05-05-22
CO	_ Duke-Solar	733.36	0	0	0	0	733			\$50,565.04		CO 05-09-22
CO	_ FMPA Tolling(Cane Island)	38,160	0	0	0	0	38,160			\$146,916.00		CO 05-09-22
CO	_POU-RC	300	0	0	0	0	300		\$14,190.00		\$ 47.30	CO 05-09-22
CO	_REM-RC	236	0	0	0	0	236		\$10,620.00		\$ 45.00	CO 05-05-22
co	TYR Energy	1,384	0	0	0	0	1,384		\$62,160.00		\$ 44.91	CO 05-05-22
co	TAL-RC	10.625	0	0	0	0	10.625		\$504.535.00		\$ 47.49	CO 05-10-22
CO	TEA-RC	705	0	0	0	0	705		\$32,100.00		\$ 45.53	CO 05-09-22
	Duke FIRM T&D								,	\$654.892.83		CO 05-05-22
	Duke Energy Imbalance	413					413		\$7,489,81	*****		CO 05-05-22
	PURCHASES	97873	0	0	0	0	97,873	0	\$866,689.81	\$2,967,875.73		
			sses to Duke	FPL		TEC	NET	MWs to Indirect	ECONOMY	FIRM	TOTAL	
INITIAL		MWH	LOSS	LOSS	LOSS		MWH	Delivery Point	COST	COST	\$/MWH	
= CO	RC-POU J	740	0	0	0	0	740		\$51.040.00		\$68.97	
	RC-TEA J	0	0	0	0	0	0		\$0.00		#DIV/0!	
	TOTAL SALES	740	0	0	0	0	740		\$51.040.00	\$0.00	\$68.97	
	_ TOTAL	97133	0	0	0	0	97133		\$815,649.81	\$2,967,875.73		
	NEL Including EPCOT Diesels and CoGen	97136										

AVG \$ / MWH

\$38.95

TOTAL ECONOMY AND FIRM COST

\$3,783,525.54

Month	NEL	Peak	Time	Day
Apr-22	97,136.4	172.1	4:00:00 PM	4/6/2022

COGEN GENERATION								
0.00								
0.00								
0.0								
RATION								
2.75								
1.05								
3.80								
3.80								

### **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-21	City of Tallahassee	\$0.00	\$83,092.00	\$13,689.91		<del></del>	
	Duke Energy Florida	\$0.00	\$334,930.00	\$54,713.40			
	Excellon/Constellation	\$0.00	\$63,790.00	\$0.00			
	FMPA	\$185,566.84	\$0.00	\$71,669.68			
	Orlando Utilities Commission	\$253,674.00	\$67,360.00	\$52,178.29			
	Rainbow Energy Marketing	\$0.00	\$61,818.00	\$12,102.09			
	The Energy Authority	\$61,800.00	\$34,720.00	\$24,692.02			
	TYR Energy	\$0.00	\$67,117.00	\$13,014.71			
	Total October 2021				\$501,040.84	\$712,827.00	\$242,060.10
Nov-21	City of Tallahassee	\$0.00	\$131,880.00	\$12,879.35			
	Duke Energy Florida	\$0.00	\$329,755.00	\$54,121.40			
	Orlando Utilities Commission	\$4,050.00	\$0.00	\$286.20			
	The Energy Authority	\$14,400.00	\$5,760.00	\$2,403.20			
	TYR Energy	\$0.00	\$18,767.00	\$2,527.46			
	Total November 2021				\$18,450.00	\$486,162.00	\$72,217.61
Dec-21	City of Tallahassee	\$0.00	\$134,145.00	\$19,775.25			
	Duke Energy Florida	\$0.00	\$259,915.00	\$31,752.35			
	Orlando Utilities Commission	\$101,694.00	\$0.00	\$18,423.47			
	Rainbow Energy Marketing	\$0.00	\$5,250.00	\$429.20			
	Tampa Electric Company	\$12,000.00	\$0.00	\$1,614.68			
	Total December 2021				\$113,694.00	\$399,310.00	\$71,994.95
Jan-22	City of Tallahassee	\$0.00	\$2,400.00	\$268.00			
	Duke Energy Florida	\$0.00	\$185,035.00	\$33,117.00			
	Orlando Utilities Commission	\$49,100.00	\$0.00	\$19,844.50			
	Rainbow Energy Marketing	\$0.00	\$252,149.00	\$26,044.24			
	The Energy Authority	\$120,780.00	\$0.00	\$51,864.10			
	Total January 2022				\$169,880.00	\$439,584.00	\$131,137.84
Feb-22	City of Tallahassee	\$0.00	\$238,360.00	\$28,830.00			
	Duke Energy Florida	\$0.00	\$166,010.00	\$25,537.30			
	Orlando Utilities Commission	\$11,900.00	\$36,920.00	\$3,051.80			
	Rainbow Energy Marketing	\$0.00	\$56,898.50	\$7,306.14			
	The Energy Authority	\$25,170.00	\$0.00	\$3,217.50			
	TYR Energy	\$0.00	\$27,125.00	\$1,501.20			
	Total February 2022				\$37,070.00	\$525,313.50	\$69,443.94
Mar-22	City of Tallahassee	\$0.00	\$45,057.00	\$9,925.96			
	Duke Energy Florida	\$0.00	\$268,045.00	\$47,898.70			
	Constellation Energy Generation	\$0.00	\$55,165.00	\$912.00			
	Orlando Utilities Commission	\$2,250.00	\$25,775.00	\$455.00			
	Rainbow Energy Marketing	\$0.00	\$55,855.00	\$4,236.74			
	Tampa Electric Company	\$0.00	\$23,200.00	\$177.25			
	The Energy Authority	\$12,250.00	\$23,840.00	\$7,375.15			
	Total March 2022				\$14,500.00	\$496,937.00	\$70,980.80
Apr-22	City of Tallahassee	\$0.00	\$504,535.00	\$70,339.20			
	Duke Energy Florida	\$0.00	\$229,025.00	\$35,170.15			
	Constellation Energy Generation	\$0.00	\$6,570.00	\$0.00			
	Orlando Utilities Commission	\$51,040.00	\$14,190.00	\$9,934.05			
	Rainbow Energy Marketing	\$0.00	\$10,620.00	\$2,360.00			
	The Energy Authority	\$0.00	\$32,100.00	\$7,078.20			
		\$0.00	\$62,160.00	\$13,618.56			
	TYR Energy	\$0.00	<del>+02,.00.00</del>	<b>*</b> 10,010.00			
	Total March 2022	\$0.00	<del></del>	<u> </u>	\$51,040.00	\$859,200.00	\$138,500.16

<sup>[1]</sup> Does not include any purchases under long term firm contracts.
[2] Only includes impact of energy marketing activity.

# 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-21	Hedge Settlements - JPM, DB/MS,BP, & Cargill		-	(\$1,607,624.71)	\$0.00	(\$1,607,624.71)	496,726		\$1,523,061.35
	ВР	80,313		\$450,294.37	\$0.00	\$450,294.37			
	FGU	158,689		\$913,834.43	\$0.00	\$913,834.43			
	Gas South	12,000		\$68,934.50	\$0.00	\$68,934.50			
	Mercuria	177,630		\$1,041,882.87	\$0.00	\$1,041,882.87			
	Bookout - Gas South FGT Usage	(719)		(\$3,981.46) \$24,409.80	\$0.00 \$0.00	(\$3,981.46) \$24,409.80			
	Total October 2021	427,913	\$2.07	\$887,749.80	\$0.00	\$887,749.80	496,726	\$3.07	\$1,523,061.35
Nov-21	Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$1,800,962.45)	\$0.00	(\$1,800,962.45)	494,579		\$1,442,964.65
	FGU	152,100		\$938,761.20	\$0.00	\$938,761.20			
	Gas South	124,060		\$720,729.60	\$0.00	\$720,729.60			
	TENASKA	153,570		\$961,649.08	\$0.00	\$961,649.08			
	Radiate	27,270		\$172,619.10	\$0.00	\$172,619.10			
	Peoples Gas	813		\$5,990.55	\$0.00	\$5,990.55			
	Bookout - FGT Usage	3,626		\$17,532.90 \$26,019.21	\$0.00 \$0.00	\$17,532.90 \$26,019.21			
	Total November 2021	461,439	\$2.26	\$1,042,339.19	\$0.00	\$1,042,339.19	494,579	\$2.92	\$1,442,964.65
Dec-21	Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$1,277,970.52)	\$0.00	(\$1,277,970.52)	528,819		\$1,570,879.12
	ВР	35,198		\$132,316.83	\$0.00	\$132,316.83			. ,,-
	FGU	157,170		\$851,389.89	\$0.00	\$851,389.89			
	Gas South	118,960		\$651,693.39	\$0.00	\$651,693.39			
	TENASKA	158,689		\$872,313.43	\$0.00	\$872,313.43			
	Peoples Gas	169		\$936.00	\$0.00	\$936.00			
	Bookout - FGT Usage	1,683		\$6,181.44 \$26,761.16	\$0.00 \$0.00	\$6,181.44 \$26,761.16			
	Total December 2021	471,869	\$2.68	\$1,263,621.62	\$0.00	\$1,263,621.62	528,819	\$2.97	\$1,570,879.12
Jan-22	Hedge Settlements - JPM, DB/MS,BP, & Cargill	_	_	(\$750,272.43)	\$0.00	(\$750,272.43)	567,171	_	\$1,722,898.29
Jan-22	BP	24,094		\$105,418.93	\$0.00	\$105,418.93	307,171		φ1,722,090.29
	FGU	157,170		\$627,736.98	\$0.00	\$627,736.98			
	Gas South	153,509		\$654,182.31	\$0.00	\$654,182.31			
	TENASKA	166,788		\$681,387.81	\$0.00	\$681,387.81			
	Radiate	3,072		\$14,155.00	\$0.00	\$14,155.00			
	Rainbow	4,971		\$36,412.50	\$0.00	\$36,412.50			
	Peoples Gas	21		\$194.62	\$0.00	\$194.62			
	Cashout - FGT Bookout - Gas South	(4.054)		(\$0.04E.20)	\$0.00	\$0.00			
	FGT Usage	(1,954)		(\$9,015.30) \$28,558.43	\$0.00 \$0.00	(\$9,015.30) \$28,558.43			
	Total January 2022	507,671	\$2.74	\$1,388,758.85	\$0.00	\$1,388,758.85	567,171	\$3.04	\$1,722,898.29
Feb-22	Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$1,542,970.29)	\$0.00	(\$1,542,970.29)	476,303		\$1,406,002.16
	Shell	143,332		\$903,708.26	\$0.00	\$903,708.26	0,000		<b>V.,.00,002.10</b>
	BP	58,918		\$372,067.17	\$0.00	\$372,067.17			
	FGU	141,960		\$885,120.60	\$0.00	\$885,120.60			
	Gas South	45,240		\$206,699.39	\$0.00	\$206,699.39			
	Mercuria	58,800		\$372,498.00	\$0.00	\$372,498.00			
	Peoples Gas	1		\$5.46	\$0.00	\$5.46			
	Bookout - Gas South	(5,466)		(\$24,452.62)	\$0.00	(\$24,452.62)			
	FGT Annual Accounting Refund Settlement FGT Usage			(\$2,487.39) \$25,522.92	\$0.00 \$0.00	(\$2,487.39) \$25,522.92			
	Total February 2022	442,785	\$2.70	\$1,195,711.50	\$0.00	\$1,195,711.50	476,303	\$2.95	\$1,406,002.16
Mar-22	Hedge Settlements - JPM, DB/MS,BP, & Cargill	_	_	(\$611,907.70)	\$0.00	(\$611,907.70)	499,871	_	\$1,607,772.06
22	BP	22,258		\$108,913.42	\$0.00	\$108,913.42	703,011		Ç1,001,112.00
	FGU	157,170		\$713,237.46	\$0.00	\$713,237.46			
	Gas South	228,842		\$1,114,372.03	\$0.00	\$1,114,372.03			
	Mercuria	68,603		\$309,948.35	\$0.00	\$309,948.35			
	Cashout - FGT	(3,844)		(\$18,208.46)	\$0.00	(\$18,208.46)			
	FGT Usage Total March 2022	473,029	\$3.47	\$27,150.61 \$1,643,505.71	\$0.00 \$0.00	\$27,150.61 \$1,643,505.71	499,871	\$3.22	\$1,607,772.06
Apr-22	Hedge Settlements - JPM, DB/MS,BP, & Cargill	473,023	ψ3.41	(\$1,647,963.51)	\$0.00	(\$1,647,963.51)	462,570	<b>\$3.22</b>	
Ch1-77	BP	97,860		\$554,774.99	\$0.00	\$554,774.99	702,370		\$1,347,081.84
	FGU	153,270		\$813,250.53	\$0.00	\$813,250.53			
	Gas South	49,530		\$273,087.78	\$0.00	\$273,087.78			
	Mercuria	144,780		\$772,546.08	\$0.00	\$772,546.08			
	Cashout - FGT FGT Usage	329		\$2,393.68 \$24,542.69	\$0.00 \$0.00	\$2,393.68 \$24,542.69			
	Total April 2022	445,769	\$1.78	\$792,632.24	\$0.00	\$792,632.24	462,570	\$2.91	\$1,347,081.84
	FY2022 to Date Total	3,230,475	\$2.54	\$8,214,318.92	\$0.00	\$8,214,318.92	3,526,038	\$3.01	\$10,620,659.45
	Volume Variance % (mmbtu) Volume Variance \$(000)	-8.4% (\$890,257)							
	Rate Variance \$(000)	(\$1,516,083)							
		(\$2,406,341)							
	Total System Variance YTD	(42,400,341)							
	Total System Variance YTD Check	(\$2,406,341)							



BP Energy Company 201 Helios Way-Helios Plaza Houston, TX 77079 Tax Id: 36-3421804 Cons Unit #: US8XL

#### **INVOICE**

Customer Details	Bank Details	Invoice Details		
Reedy Creek Improvement District	Remit by wire transfer to:	Invoice Number:	21204687	
Ray Crooks	BP Energy Company	Invoice Date:	03/30/2022	
ray.crooks@disney.com	For the account of:	Contract No:	20368	
		Due By:	04/05/2022	
	Account Name:	BP Energy Company		
	Wire Bank:	JPMorgan Chase Bank		
	Wire City/State:	Columbus, OH		
	Transit/ABA:	021000021		
	Account No:	9102548097		

Apr 2022 Invoice for Natural Gas Swaps and/or Options

					Buy/ Sell				BP I	Pays			Customer F	Pays		
Trade Type	Deal ID	Trade Date	Beg Day		Call/	Total Volume	UOM	Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price	Basis	Net	BP Receives/ (Pays)
NG-FP-SWAP NG-FP-SWAP			01 01	30 30	S S	-		NG_NYMEX(NYM 1d) NG_NYMEX(NYM 1d)	5.3360 5.3360	0.0000 0.0000	5.3360 Fixe		2.8900 2.7950	0.0000 0.0000	2.8900 2.7950	\$(58,190.34) \$(60,755.31)
	Total Swap a	nd Options Am	ount D	ue BP	(Custom	er):								-	ı	USD \$(118,945.65)

Michelle Bennett

03/30/2022 Ok to receive payment

#### Settlement Invoice



#### **Reedy Creek Improvement District**

Invoice Date: 30-Mar-22
Invoice Nbr: 2195873
Cash Settlement Date: 05-Apr-22
Currency: USD

Email: crm\_hp\_operations@cargill.com

Fax: 952 249-4054

TRANSACTION DATE	REFERENCE UNDERLYING	CONTRACT QUANTITY	SETTLED QUANTITY	TRANSACTION TYPE	FLOATING PRICE	FIXED/STRIKE PRICE	CALCULATION DATE	COMMENTS / CUSTOMER	PREMIUM CASH	SETTLE CASH
NGJ2022										
Swap						Tr	ade ID: 300101102	27		
2022-03-29	NGJ2022	-6.018	6.018		5.336	3.377	29-Mar-22		0.00	117,892.62
								NGJ2022 TOTAL	0.00	117,892.62
								SUB-TOTALS	0.00	117,892.62
						TOTAL D	OUE Reedy Creek	mprovement District	U	SD 117,892.62

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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Michelle Bennett

03/30/2022 ok to receive payment



Customer Information	CITIBANK NA-NEV	N YORK-WALL STREET-NY BRANCH will remit	Invoice Information			
Address: Reedy Creek Improvement District	funds by wire trans invoice for confirma	efer per your banking instructions. Please send an action of payment.	Invoice	11483162-1		
				l		
	Bank:	SUN TRUST BANK	Invoice Date:	April 01, 2022		
US	Swift Code/ABA Acct, Number:	061000104 /6215215046213/REEDY CREEK	Due Date:	April 05, 2022		
Attention: SETTLEMENTS REEDYCREEK			Citi	Katie Payne		
Phone: n/a			Phone:	1-212-816-9846		
Fax: n/a			Fax:			
Email: Ray.crooks@disney.com			Email:	katie.payne@citi.com		

Michelle Bennett

04/01/2022 ok to receive payment

PAYMENT DUE DATE: April 05, 2022 **TOTAL DUE Reedy Creek Improvement District:** USD -68,909.76 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.

					Swaps					
#	Trade ID	Trade Date	Index 1	Index 2	Delivery Month	Unit	Notional Quantity	Fixed Price	Float Price	Amount Due
1	45075192	06/06/2019	NYMEX NG		Apr-22	MMBTU	-25560.00	2.64/MMBTU	5.336/MMBTU	-68,909.76
Total 1	otal Trades 1 Swaps Sub-Total: -68,909.76									

PAYMENT DUE DATE: April 05, 2022

TOTAL DUE Reedy Creek Improvement District : USD -68,909.76 USD

# J.P.Morgan

JPM397584F **Invoice Ref: Counterparty: Description: Standard Settlement Instructions Invoice Date:** Reedy Creek Improvement District JPMorgan Chase Bank New York 31-Mar-2022 Pay to: 1900 Hotel Boulevard CHASUS33 Lake Beuna Vista ABA:021000021 J.P. Morgan Chase Bank National Association, From: 32830 New York JPMorgan Chase Bank New York For a/c: Florida, United States 304256374 +44 1202 320216 Telephone: +44 808 238 3821 Fax: Email: ebms.settlements.bmth@jpmorgan.com

#### **Commodity Type: Nymex**

05-Apr-2022

**Payment Date:** 

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	<b>Settlement Amount</b>
09-Jan-2019	8500012F-3ZAQ	Swap	2.673000	-5.336000	01-Apr-2022	30-Apr-2022	23,910.00	-63,672.33
10-Apr-2019	85000F9-7TKB6	Swap	2.690000	-5.336000	01-Apr-2022	30-Apr-2022	25,560.00	-67,631.76
17-Sep-2019	85000F9-8M422	Swap	2.505000	-5.336000	01-Apr-2022	30-Apr-2022	25,560.00	-72,360.36
14-Jan-2020	85000F9-97YP5	Swap	2.443000	-5.336000	01-Apr-2022	30-Apr-2022	25,560.00	-73,945.08
05-Mar-2020	8500012F-46DX	Swap	2.360000	-5.336000	01-Apr-2022	30-Apr-2022	48,510.00	-144,365.76
24-Mar-2021	85000F9-CDI1W	Swap	2.687000	-5.336000	01-Apr-2022	30-Apr-2022	23,130.00	-61,271.37
		"				Subt	otal USD	-483,246.66

JPMorgan Pays Net ( USD ) -483,246.66

Michelle Bennett

03/31/22 ok to receive payment

# Morgan Stanley

Fax:

### **Summary Credit Note**

Invoice Date: Mar-30-2022 Morgan Stanley Capital Group Inc.
Invoice Number: 2083504-1 1585 Broadway,20th Floor

Due Date: Apr-05-2022 Attn: Commodities
New York, NY 10036

REEDY CREEK IMPROVEMENT From: Commodities Operations

DISTRICT Voice: +1 443 627-5166 1900 HOTEL PLAZA BLVD Fax: 914-750-0751

LAKE BUENA VISTA 328308406 Email: commodfinsettlementsind@morganstanley.com USA

Attn: Ray Crooks Account: 0579GFAB8

Voice: 407-824-7216

Description Amount Due Wichollo, Bonnott.

Swap (246,342.18) USD

(246,342.18) USD

Due Date: Apr-05-2022 (246,342.18) USD 03/30/2022 ok to receive payment



### **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
18852304	Nov-15-2017	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Mar 29, 2022, You Pay Fixed	47,580 MMBT	Float 5.3360	Fixed 2.90300	(115,762.14) USD
19812341	Nov-08-2018	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Mar 29, 2022, You Pay Fixed	23,910 MMBT	Float 5.3360	Fixed 2.66	(63,983.16) USD
22323376	Dec-08-2020	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Mar 29, 2022, You Pay Fixed	24,270 MMBT	Float 5.3360	Fixed 2.59200	(66,596.88) USD

Total Due From Morgan Stanley Capital Group Inc. in USD (246,342.18)

Due Date: Apr-05-2022



BP Energy Company 201 Helios Way-Helios Plaza Houston, TX 77079 Tax Id: 36-3421804 Cons Unit #: US8XL

#### **INVOICE**

Customer Details	Bank Details	Invoice Details	
Reedy Creek Improvement District	Remit by wire transfer to:	Invoice Number:	21211094
Ray Crooks	BP Energy Company	Invoice Date:	05/02/2022
ray.crooks@disney.com	For the account of:	Contract No:	20368
		Due By:	05/06/2022
	Account Name:	BP Energy Company	
	Wire Bank:	JPMorgan Chase Bank	
	Wire City/State:	Columbus, OH	
	Transit/ABA:	021000021	
	Account No:	9102548097	

Apr 2022 Invoice for Natural Gas Swaps and/or Options

					Buy/ Sell				ВР І	Pays			Customer F	Pays		
Trade Type	Deal ID	Trade Date	Beg Day		Call/	Total Volume	UOM	Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price	Basis	Net	BP Receives/ (Pays)
NG-FP-SSWAP	16421202	07/16/2021	01	30	S	64,290	MMBTU	NG_SoNat_Daily_GD(G as Daily)	6.4250	0.0000	6.4250 Fix	ed Price	3.2100	0.0000	3.2100	\$(206,692.35)
	Total Swap a	nd Options Am	ount D	ue BP (	Custom	er):								-		USD \$(206,692.35)

Michelle Bennett

05/2/22 ok to receive payment.

# J.P.Morgan

JPM402031F **Invoice Ref: Counterparty: Description: Standard Settlement Instructions Invoice Date:** Reedy Creek Improvement District JPMorgan Chase Bank, N.A, New York 03-May-2022 Pay to: 1900 Hotel Boulevard CHASUS33 Lake Beuna Vista ABA 021000021 J.P. Morgan Chase Bank National Association, From: 32830 New York JPMorgan Chase Bank, N.A, New York For a/c: Florida, United States 304256374 +44 1202 320216 Telephone: +44 808 238 3821 Fax: Email: ebms.settlements.bmth@jpmorgan.com **Payment Date:** 06-May-2022

#### Commodity Type: GULF COAST GD

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	<b>Settlement Amount</b>
24-Mar-2021	85000F9-CDIP4	Swap	2.568000	-6.425000	01-Apr-2022	30-Apr-2022	21,420.00	-82,616.94
26-Apr-2021	85000F9-CKGYW	Swap	2.670000	-6.425000	01-Apr-2022	30-Apr-2022	72,870.00	-273,626.85
		'		,		Sı	ıbtotal USD	-356,243.79

JPMorgan Pays Net (USD) -356,243.79

Michelle Bennett

5/3/22 Ok to receive payment.

# Morgan Stanley

### **Summary Credit Note**

Invoice Date: May-03-2022 Morgan Stanley Capital Group Inc.

Invoice Number: 2092708-1 1585 Broadway,20th Floor Due Date: May-06-2022 Attn: Commodities

New York, NY 10036

REEDY CREEK IMPROVEMENT From: Commodities Operations

DISTRICT Voice: +1 443 627-5166 1900 HOTEL PLAZA BLVD Fax: 914-750-0751

LAKE BUENA VISTA 328308406 Email: commodfinsettlementsind@morganstanley.com

**USA** 

Attn: Ray Crooks Account: 0579GFAB8

Voice: 407-824-7216

Fax:

Description Amount Due Wichelle Bennett

Swap (49,690.50) USD 5/4/22 Ok to receive payment

(49,690.50) USD

Due Date: May-06-2022 (49,690.50) USD

# Morgan Stanley

### **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
22323315	Dec-08-2020	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Apr 1-29, 2022, You Pay Fixed	12,660 MMBT		Fixed 2.50	(49,690.50) USD

Total Due From Morgan Stanley Capital Group Inc. in USD (49,690.50)

Due Date: May-06-2022



Svc Req Name:

## FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Stmt D/T: 5/9/2022 12:00:00 AM Remit to Party: 006924518

006924518 Payee:

Payee's Bank Account Number:

091306597 Billable Party:

FLORIDA GAS TRANSMISSION CO LLC

DISBURSEMENT

Reedy Creek Improvement District

Remit Addr:

Payee's Bank ACH Number: ABA # 041203824

LISA MEARS P.O. Box 10000 P.O. BOX 204032

Payee's Bank Wire Number: ABA # 121000248

Dallas, TX 75320-4032

FLORIDA GAS TRANSMISSION CO LLC Payee's Name:

DISBURSEMENT

Wells Fargo Bank NA

Account # 9600168869

**Contact Name:** Sharon Pyburn **Contact Phone:** 

Lake Buena Vista, FL 32830

Reedy Creek Improvement District

**Invoice Date:** 

5/10/2022

(713) 989-2093

091306597 Svc Reg:

Sup Doc Ind:

Shipper Imbalance

000392538 Invoice Identifier:

Svc Req K: 3631 FTS-2 Svc Code:

**Charge Indicator:** Prev Inv ID:

Bill on Deliveries

**Account Number:** 1000038860

Net Due Date:

**Invoice Total Amount:** 

Payee's Bank:

05/20/2022

\$2,588.22

COMMODITY Invoice Type:

Begin Transaction Date: 4/1/2022 **End Transaction Date:** 

4/30/2022

Please reference your invoice identifier and your account number in your wire transfer.

Line No	Rec Loc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Name	Del Zn	Charge Type	Base Rate	Base Rate Disct	Net Rate	Quantity	Amount Due	Date Range	тт
1				16174	Reedy Creek Resid	MARKET								
	Transporta	tion Commodity			•		COT	\$0.0207	\$0.0000	\$0.0207	20,516	\$424.68	1-30	
	Surcharge:	Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	20,516	\$24.62	1-30	
		Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	20,516	\$475.97	1-30	
	Surcharge:	Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	20,516	\$279.02	1-30	
	Surcharge:	LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	20,516	(\$4.10)	1-30	
	Surcharge:	Market Area Deferred Electric Power C	ost Surcharg	je			UFM-E	\$0.0003	\$0.0000	\$0.0003	20,516	\$6.15	1-30	
	Surcharge:	Market Area Deferred Gas Fuel Surcha	arge				UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	20,516	(\$170.28)	1-30	
	Surcharge:	Western Division Deferred Electric Pow	ver Cost Sur	charge			UFW-E	\$0.0043	\$0.0000	\$0.0043	20,516	\$88.22	1-30	
	Surcharge:	Western Division Deferred Gas Fuel Su	urcharge				UFW-G	\$0.0015	\$0.0000	\$0.0015	20,516	\$30.77	1-30	
											_	\$1,155.05		
2				16175	Reedy Creek Theme	MARKET								
	Transportat	tion Commodity					COT	\$0.0207	\$0.0000	\$0.0207	25,456	\$526.94	1-30	
	Surcharge:	Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	25,456	\$30.55	1-30	
	Surcharge:	Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	25,456	\$590.58	1-30	
	Surcharge:	Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	25,456	\$346.20	1-30	
	Surcharge:	LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	25,456	(\$5.09)	1-30	
	Surcharge:	Market Area Deferred Electric Power C	ost Surcharg	je			UFM-E	\$0.0003	\$0.0000	\$0.0003	25,456	\$7.64	1-30	
	Surcharge:	Market Area Deferred Gas Fuel Surcha	arge				UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	25,456	(\$211.28)	1-30	
	Surcharge:	Western Division Deferred Electric Pow	ver Cost Sur	charge			UFW-E	\$0.0043	\$0.0000	\$0.0043	25,456	\$109.46	1-30	
	Surcharge:	Western Division Deferred Gas Fuel Su	urcharge				UFW-G	\$0.0015	\$0.0000	\$0.0015	25,456	\$38.18	1-30	
											-	\$1,433.17		
								Invoice Total	Amount:		45,972	\$2,588.22		

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.



Svc Req Name:

Svc Req K:

## FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Stmt D/T: 5/9/2022 12:00:00 AM Remit to Party: 006924518

006924518 Payee:

091306597 Billable Party:

FLORIDA GAS TRANSMISSION CO LLC

Payee's Bank Account Number: Payee's Bank ACH Number:

DISBURSEMENT

Reedy Creek Improvement District LISA MEARS

Remit Addr:

P.O. BOX 204032

Payee's Bank Wire Number:

ABA # 041203824 ABA # 121000248

Account # 9600168869

P.O. Box 10000

Dallas, TX 75320-4032

Wells Fargo Bank NA Payee's Bank:

FLORIDA GAS TRANSMISSION CO LLC Payee's Name: DISBURSEMENT

**Contact Name:** 

Sharon Pyburn

**Contact Phone:** 

(713) 989-2093

Lake Buena Vista, FL 32830

Reedy Creek Improvement District

5114

**Invoice Date:** 

5/10/2022

**Invoice Total Amount:** 

\$21,954.47

091306597 Svc Reg:

Sup Doc Ind: **Charge Indicator:**  Shipper Imbalance

Invoice Identifier: **Account Number:** 

000392593 1000038860

FTS-1 Svc Code:

Prev Inv ID:

Bill on Deliveries

Net Due Date:

05/20/2022

COMMODITY Invoice Type:

Begin Transaction Date: 4/1/2022

**End Transaction Date:** 

4/30/2022

Please reference your invoice identifier and your account number in your wire transfer.

Line No	Rec Loc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Name	Del Zn	Charge Type	Base Rate	Base Rate Disct	Net Rate	Quantity	Amount Due	Date Range	тт
1				16174	Reedy Creek Resid	MARKET								
	Transportat	ion Commodity					COT	\$0.0207	\$0.0000	\$0.0207	57,670	\$1,193.77	1-30	
	Surcharge:	Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	57,670	\$69.20	1-30	
	Surcharge:	Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	57,670	\$1,337.94	1-30	
	Surcharge:	Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	57,670	\$784.31	1-30	
	Surcharge:	LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	57,670	(\$11.53)	1-30	
	Surcharge:	Market Area Deferred Electric Power Co	st Surcharg	je			UFM-E	\$0.0003	\$0.0000	\$0.0003	57,670	\$17.30	1-30	
	Surcharge:	Market Area Deferred Gas Fuel Surchar	ge				UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	57,670	(\$478.66)	1-30	
	Surcharge:	Western Division Deferred Electric Power	er Cost Surc	charge			UFW-E	\$0.0043	\$0.0000	\$0.0043	57,670	\$247.98	1-30	
	Surcharge:	Western Division Deferred Gas Fuel Sur	rcharge				UFW-G	\$0.0015	\$0.0000	\$0.0015	57,670	\$86.51	1-30	
												\$3,246.82		
2				16175	Reedy Creek Theme	MARKET								
	Transportat	ion Commodity					COT	\$0.0207	\$0.0000	\$0.0207	28,834	\$596.86	1-30	
	Surcharge:	Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	28,834	\$34.60	1-30	
	Surcharge:	Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	28,834	\$668.95	1-30	
	Surcharge:	Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	28,834	\$392.14	1-30	
	Surcharge:	LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	28,834	(\$5.77)	1-30	
	Surcharge:	Market Area Deferred Electric Power Co	st Surcharg	je			UFM-E	\$0.0003	\$0.0000	\$0.0003	28,834	\$8.65	1-30	
	Surcharge:	Market Area Deferred Gas Fuel Surchar	ge				UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	28,834	(\$239.32)	1-30	
	Surcharge:	Western Division Deferred Electric Power	er Cost Surc	charge			UFW-E	\$0.0043	\$0.0000	\$0.0043	28,834	\$123.99	1-30	
	Surcharge:	Western Division Deferred Gas Fuel Sur	rcharge				UFW-G	\$0.0015	\$0.0000	\$0.0015	28,834	\$43.25	1-30	
											· · · · · · · · · · · · · · · · · · ·	\$1,623.35		
3				16257	Reedy Creek Gen	MARKET								
	Transportat	ion Commodity			-		COT	\$0.0207	\$0.0000	\$0.0207	34,411	\$712.31	1-30	
	Surcharge:	Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	34,411	\$41.29	1-30	
	•	Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	34,411	\$798.34	1-30	



Billable Party:

Invoice Type:

## FLORIDA GAS TRANSMISSION COMPANY, LLC

\$21,954.47 000392593

An Energy Transfer/Kinder Morgan Affiliate

Stmt D/T: 5/9/2022 12:00:00 AM

091306597

Reedy Creek Improvement District

LISA MEARS P.O. Box 10000 Remit to Party: 006924518

FLORIDA GAS TRANSMISSION CO LLC

DISBURSEMENT

Remit Addr: P.O. BOX 204032

Dallas, TX 75320-4032

006924518 Payee:

Payee's Bank Account Number: Account # 9600168869 Payee's Bank ACH Number: ABA # 041203824

Payee's Bank Wire Number: ABA # 121000248 Wells Fargo Bank NA Payee's Bank:

FLORIDA GAS TRANSMISSION CO LLC Payee's Name:

DISBURSEMENT

**Contact Name:** Sharon Pyburn **Contact Phone:** (713) 989-2093

Lake Buena Vista, FL 32830

Svc Req Name: 091306597 Svc Reg:

Svc Req K: 5114

FTS-1 Svc Code:

Reedy Creek Improvement District

COMMODITY

**Invoice Date:** Sup Doc Ind:

Shipper Imbalance

5/10/2022

**Charge Indicator:** Prev Inv ID:

Bill on Deliveries

**Invoice Total Amount:** 

Invoice Identifier: **Account Number:** 

Net Due Date:

1000038860 05/20/2022

Begin Transaction Date: 4/1/2022 **End Transaction Date:** 

4/30/2022

Please reference your invoice identifier and your account number in your wire transfer.

Line No	Rec Loc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Name	Del Zn	Charge Type	Base Rate	Base Rate Disct	Net Rate	Quantity	Amount Due	Date Range	тт
	Surcharge:	Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	34,411	\$467.99	1-30	1
	Surcharge:	LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	34,411	(\$6.88)	1-30	1
	Surcharge:	Market Area Deferred Electric Power C	ost Surcharg	je			UFM-E	\$0.0003	\$0.0000	\$0.0003	34,411	\$10.32	1-30	Į.
	Surcharge:	Market Area Deferred Gas Fuel Surcha	rge				UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	34,411	(\$285.61)	1-30	1
	Surcharge:	Western Division Deferred Electric Pow	er Cost Sur	charge			UFW-E	\$0.0043	\$0.0000	\$0.0043	34,411	\$147.97	1-30	Į.
	Surcharge:	Western Division Deferred Gas Fuel Su	ırcharge				UFW-G	\$0.0015	\$0.0000	\$0.0015	34,411	\$51.62	1-30	Į.
												\$1,937.34		
4				61237	Kissimmee Cane Island	MARKET								
	Transportat	tion Commodity					COT	\$0.0207	\$0.0000	\$0.0207	269,040	\$5,569.13	1-30	į.
	Surcharge:	Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	269,040	\$322.85	1-30	Į.
	Surcharge:	Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	269,040	\$6,241.73	1-30	į.
	Surcharge:	Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	269,040	\$3,658.94	1-30	Į.
	Surcharge:	LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	269,040	(\$53.81)	1-30	Į.
	Surcharge:	Market Area Deferred Electric Power C	ost Surcharg	je			UFM-E	\$0.0003	\$0.0000	\$0.0003	269,040	\$80.71	1-30	Į.
	Surcharge:	Market Area Deferred Gas Fuel Surcha	rge				UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	269,040	(\$2,233.03)	1-30	į.
	Surcharge:	Western Division Deferred Electric Pow	er Cost Sur	charge			UFW-E	\$0.0043	\$0.0000	\$0.0043	269,040	\$1,156.87	1-30	į.
	Surcharge:	Western Division Deferred Gas Fuel Su	ırcharge				UFW-G	\$0.0015	\$0.0000	\$0.0015	269,040	\$403.56	1-30	Į.
												\$15,146.95		
		,						Invoice Total	I Amount:		389,955	\$21,954.47		

Doc Version: 1

#### TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY



Trade Date: 03/25/2022
BP Contract ID: 21876
BP Deal ID: 17107528

This Transaction Confirmation confirms the terms of the transaction between the parties and is subject to the terms and conditions of the Base Contract dated 12/08/2004. Seller: **Buyer: BP Energy Company** Reedy Creek Improvement District Rep: Sam Weaver Attn: Michelle Bennett 201 Helios Way Confirmation Houston, TX 77079 Phone: (407) 824-5799 Fax: Michelle.M.Bennett@disney.com Email: Deal Term: Begin: 04/01/2022 End: 04/30/2022 **Delivery Period: Start Date:** 04/01/2022 End Date: 04/30/2022 Pipeline: SOUTHERN NATURAL GAS COMPANY, L.L.C. Quantity Total by Delivery Point: 2,240 / MMBTU / Daily **Delivery Point(s):** ZONE 0 / FRANK FGT Contract Price: {NYMEX Final Settlement}-0.03 / USD / MMBTU Performance Obligation and Contract Quantity: FIRMFIXQTY: 2,240 / MMBTU / Daily

<b>Special Conditions:</b>			

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this Transaction by signing in the space provided below and returning a copy of the executed confirmation within five (5) business days of receipt. Failure to respond by providing a signed copy of this Transaction Confirmation or an objection to any specific terms to which the counterparty does not agree will be deemed acceptance of the terms hereof.

Please return all confirmations to the BP Confirmation Department by:

Fax - (713) 231-1757

email - GPTAconfirmations@bp.com

**BP Energy Company** 

**Reedy Creek Improvement District** 

By: Sam Weaver By: Michelle Bennett

Date: 03/25/2022 Date: 03/28/2022

Doc Version: 1

#### TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY



Trade Date: 03/25/2022
BP Contract ID: 21876
BP Deal ID: 17107497

This Transaction Confirmation confirms the terms of the transaction between the parties and is subject to the terms and conditions of the Base Contract dated 12/08/2004.

Seller: Buyer:

BP Energy Company Reedy Creek Improvement District

Rep: Sam Weaver Attn: Michelle Bennett

201 Helios Way Confirmation

Houston, TX 77079

Phone: (407) 824-5799

Fax:

Email: Michelle.M.Bennett@disney.com

 Deal Term:
 Begin: 04/01/2022
 End: 04/30/2022

 Delivery Period:
 Start Date: 04/01/2022
 End Date: 04/30/2022

Pipeline: FLORIDA GAS TRANSMISSION COMPANY, LLC Quantity Total by Delivery Point: 1,024 / MMBTU / Daily

Delivery Point(s): FGT - ZONE 3 / GS ST HELENA, GS-MAINLINE(A4) / MONTPELIER/ST HELENA (TO FGT)

Contract Price: {LA Onsh S- FGT - Z3 GD} / USD / MMBTU

Performance Obligation and Contract Quantity: FIRMFIXQTY: 1,024 / MMBTU / Daily

Start Date - End Date:	Fee Type		Quantity UOM
04/01/2022 - 04/30/2022	Swing	{LA Onsh S- FGT - Z3 GD}+(-{LA Onsh S- FGT - Z3 GD}) USD	
04/01/2022 - 04/30/2022	Take Or Pay	({LA Onsh S- FGT - Z3 GD}-0.01)+(-{LA Onsh S- FGT - Z3 GD}) USD	

#### **Special Conditions:**

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this Transaction by signing in the space provided below and returning a copy of the executed confirmation within five (5) business days of receipt. Failure to respond by providing a signed copy of this Transaction Confirmation or an objection to any specific terms to which the counterparty does not agree will be deemed acceptance of the terms hereof.

Page 1 of 2 17107497 - 1

Please return all confirmations to the BP Confirmation Department by:

Fax - (713) 231-1757

email - GPTAconfirmations@bp.com

**BP Energy Company** 

Sam Weaver

Date: 03/25/2022

By:

**Reedy Creek Improvement District** 

By: Michelle Bennett

Date: 03/28/2022



### TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transcation Confirmation is subject to the Base Contract between Gas South, LLC and RCID dated 2006-09-25. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 business days of receipt unless otherwise specified in the Base Contract.

Confirmation #: 169731

**Transaction Date:** 04/22/2022

Buyer:	Reedy Creek Improvement District	Seller:	Gas South LLC		
Address:		Address:	3625 CUMBERLAND BLVD SUITE 1500		
			ATLANTA, GA 30339		
Phone Number:		Phone Number:			
Email: michelle.r	n.bennett@disney.com	Email: ConfirmationsPhy@gassouth.com			

**Delivery Point:** CS #11 Mt Vernon Zone 3

**Start Date:** 4/25/2022 **End Date:** 4/30/2022

"Contract quantities and contract pricing specified are MMBtu and \$/MMBtu respectively"

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
4/25/2022	4/30/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 FDt Com	300 MMBtu	FL Gas Zn3 FDt Com + \$0.005/MMBtu
Special Conditions:				

Special Conditions:

MichelleB

Gas South, LLC

By: <u>g\_camp</u> g\_camp (Apr 29, 2022 18:50 EDT) RCID

Ву:

— DocuSigned by:
Midulle M. Bennett
— 5A848854DA584A1...

Michelle M. Bennett

Name:

Title: Sr. Energy Analyst

Date: 5/3/2022

Name: g camp

Title:

Date: Apr 29, 2022

## 04\_2022\_RCID\_Z169731

Final Audit Report 2022-04-29

Created: 2022-04-28

By: Nicholas Ganey (nicholas.ganey@gassouth.com)

Status: Signed

Transaction ID: CBJCHBCAABAAHhc0Y9Fud2xx2il2I-jNsLwJz2gKfyK6

### "04\_2022\_RCID\_Z169731" History

Document created by Nicholas Ganey (nicholas.ganey@gassouth.com) 2022-04-28 - 3:02:26 PM GMT

Document emailed to g camp (garth.camp@gassouth.com) for signature 2022-04-28 - 3:02:55 PM GMT

Email viewed by g camp (garth.camp@gassouth.com) 2022-04-29 - 10:49:39 PM GMT

Document e-signed by g camp (garth.camp@gassouth.com)
Signature Date: 2022-04-29 - 10:50:02 PM GMT - Time Source: server

Agreement completed. 2022-04-29 - 10:50:02 PM GMT



Date: 28 March 2022

To: Reedy Creek Improvement District

Attention:

E-mail: michelle.m.bennett@disney.com;

From: Mercuria Energy America, LLC

Re: Physical Firm Natural Gas (Mercuria Reference

No. 17247421 (Transaction No. 17247421))

Ladies and Gentlemen,

The purpose of this letter agreement is to set forth the terms and conditions of the Physical Commodity transaction entered into between us on the Trade Date referred to below (the "Transaction"). It constitutes a "Transaction Confirmation" as referred to in the Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the NAESB dated as of 20 July 2020, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement shall govern this Transaction Confirmation except as expressly modified below.

The terms of the Transaction to which this Confirmation relates are as follows:

**Trade Date:** 25 March 2022

**Transaction Type:** Physical Firm Natural Gas

Seller: Mercuria Energy America, LLC

**Buyer:** Reedy Creek Improvement District

Contract Quantity per Day: 4,836 MMBtu per Day

**Total Contract Quantity:** 145,080 Total MMBtu

**Delivery Period:** Each Day from and including 01 April 2022 to and

including 30 April 2022

**Delivery Point:** NG PIPE AMERICA, NGPL / FGT Vermillion

**Contract Price:** NATURAL GAS - NYMEX (the closing settlement price on the

> last scheduled trading day for the First nearby Month Futures Contract corresponding to the relevant month in the Delivery

Period) Plus \$0.0000 USD per MMBtu

Offices: 20 East Greenway Plaza, Suite 650

Houston, TX 77046

**United States** 

PhysConfirmsNA@mercuria.com

FAX: 832-209-2421

**Attn: Commodity Operations** 

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by responding within two (2) Business Days by returning via facsimile an executed copy of this confirmation to the attention of Commodity Confirmations Unit (facsimile number 001 832-209-2421; telephone number 001 832-209-2495). Failure to respond within such period shall not affect the validity or enforceability of this Transaction, and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

Mercuria Energy America, LLC For and on behalf of

**Reedy Creek Improvement District** 

Name: Stuart Suttor

Stuart Sytton

Name: \_ Michelle Bennett

Title: Sr. Energy Analyst

Date: 03/28/2022

Trade Ref: 17247421

## Exhibit A Form of Confirmation Letter

April 12, 2022

### VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District P.O. Box 10,000 5300 Center Drive Lake Buena Vista, FL 32830

#### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

**Term & Price** Non-Firm Energy

April 13, 2022

HE01-HE07 & HE24 20 MW(minus losses) @ \$45.00 per

MWh

**Daily Total:** 158 MWh, \$7,110.00

**Delivery Points:** FPC/RCID Interface

**Delivery Terms:** Tyr will be responsible for all FPL, & TEC wheeling and

transmission losses. RCID will be responsible for all FPC losses

and transmission.

Billing: All billings to be made by invoice from seller (Tyr) to purchaser

(RCID)

**Payment:** All payments to Tyr will be in accordance to Tyr Invoice.

**Special Conditions:** Negotiated MWh, price per MWh, delivery period, delivery points,

Reedy Creek Improvement District April 12, 2022 Page Two

- 1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
- 2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
- 3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
- 4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District April 12, 2022 Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached April 12, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation. Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction, and should be received by Reedy Creek no later than 17:00 p.m. April 13, 2022

. Accepted and agreed upon this day of April 12, 2022

### **Confirmed and Agreed:**

Dusty Mitchum

TYR ENERGY LLC

D . M. 1

Dusty Mitchum

Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Charles O'Bannon

Charles O'Bannon
Energy Marketer
Reedy Creek Energy Services
Authorized by
Reedy Creek Improvement District
Subject to Reedy Creek Improvement District
Board of Supervisors Approval

### Exhibit A Form of Confirmation Letter

April 20, 2022

### VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District P.O. Box 10,000 5300 Center Drive Lake Buena Vista, FL 32830

#### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

**Term & Price** Non-Firm Energy

April 21, 2022

HE01-HE07 & HE24 10 MW(minus losses) @ \$45.00 per

MWh

**Daily Total:** 79 MWh, \$3,555.00

**Delivery Points:** FPC/RCID Interface

**Delivery Terms:** Tyr will be responsible for all FPL, & TEC wheeling and

transmission losses. RCID will be responsible for all FPC losses

and transmission.

Billing: All billings to be made by invoice from seller (Tyr) to purchaser

(RCID)

**Payment:** All payments to Tyr will be in accordance to Tyr Invoice.

**Special Conditions:** Negotiated MWh, price per MWh, delivery period, delivery points,

Reedy Creek Improvement District April 20, 2022 Page Two

- 1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
- 2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
- 3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
- 4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District April 20, 2022 Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached April 20, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation. Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction, and should be received by Reedy Creek no later than 17:00 p.m. April 21, 2022

. Accepted and agreed upon this day of April 20 2022

### **Confirmed and Agreed:**

Dusty Mitchum

TYR ENERGY LLC

Dusty Mitchum

Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Charles O'Bannon

Charles O'Bannon
Energy Marketer
Reedy Creek Energy Services
Authorized by
Reedy Creek Improvement District
Subject to Reedy Creek Improvement District
Board of Supervisors Approval

### Exhibit A Form of Confirmation Letter

April 21, 2022

### VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District P.O. Box 10,000 5300 Center Drive Lake Buena Vista, FL 32830

#### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

**Term & Price** Non-Firm Energy

April 22, 2022

HE01-HE07 & HE24 10 MW(minus losses) @ \$45.00 per

MWh

**Daily Total:** 79 MWh, \$3,555.00

**Delivery Points:** FPC/RCID Interface

**Delivery Terms:** Tyr will be responsible for all FPL, & TEC wheeling and

transmission losses. RCID will be responsible for all FPC losses

and transmission.

Billing: All billings to be made by invoice from seller (Tyr) to purchaser

(RCID)

**Payment:** All payments to Tyr will be in accordance to Tyr Invoice.

**Special Conditions:** Negotiated MWh, price per MWh, delivery period, delivery points,

Reedy Creek Improvement District April 21, 2022 Page Two

- 1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
- 2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
- 3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
- 4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District April 21, 2022 Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached April 21, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation. Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction, and should be received by Reedy Creek no later than 17:00 p.m. April 22, 2022

. Accepted and agreed upon this day of April 21, 2022

### **Confirmed and Agreed:**

TYR ENERGY LLC

Dusty Mitchum

Dusty Mitchum

Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Charles O'Bannon

Charles O'Bannon
Energy Marketer
Reedy Creek Energy Services
Authorized by
Reedy Creek Improvement District
Subject to Reedy Creek Improvement District
Board of Supervisors Approval

### Exhibit A Form of Confirmation Letter

April 22, 2022

**Deal Total:** 

### VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District P.O. Box 10,000 5300 Center Drive Lake Buena Vista, FL 32830

#### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

**Term & Price** Non-Firm Energy

April 23, 2022 through April 25, 2022

HE01-HE07 & HE24 15 MW(minus losses) @ \$44.00 per

MWh

**Daily Total:** 119 MWh, \$5,236.00

**Delivery Points:** FPC/RCID Interface

**Delivery Terms:** Tyr will be responsible for all FPL, & TEC wheeling and

transmission losses. RCID will be responsible for all FPC losses

and transmission.

357MWH, \$15,708.00

Billing: All billings to be made by invoice from seller (Tyr) to purchaser

(RCID)

**Payment:** All payments to Tyr will be in accordance to Tyr Invoice.

**Special Conditions:** Negotiated MWh, price per MWh, delivery period, delivery points,

Reedy Creek Improvement District April 22, 2022 Page Two

- 1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
- 2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
- 3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
- 4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District April 22, 2022 Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached April 22, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation. Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction, and should be received by Reedy Creek no later than 17:00 p.m. April 25, 2022

. Accepted and agreed upon this day of April 22, 2022

### **Confirmed and Agreed:**

TYR ENERGY LLC

Dusty Mitchum

Dusty Mitchum

Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Charles O'Bannon

Charles O'Bannon
Energy Marketer
Reedy Creek Energy Services
Authorized by
Reedy Creek Improvement District
Subject to Reedy Creek Improvement District
Board of Supervisors Approval

April 22-25, 2022 357mws @ \$15,708.00

### Exhibit A Form of Confirmation Letter

April 25, 2022

### VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District P.O. Box 10,000 5300 Center Drive Lake Buena Vista, FL 32830

#### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

**Term & Price** Non-Firm Energy

April 26, 2022

HE01-HE07 & HE24 20 MW(minus losses) @ \$46.00 per

MWh

**Daily Total:** 158 MWh, \$7,268.00

**Delivery Points:** FPC/RCID Interface

**Delivery Terms:** Tyr will be responsible for all FPL, & TEC wheeling and

transmission losses. RCID will be responsible for all FPC losses

and transmission.

Billing: All billings to be made by invoice from seller (Tyr) to purchaser

(RCID)

**Payment:** All payments to Tyr will be in accordance to Tyr Invoice.

**Special Conditions:** Negotiated MWh, price per MWh, delivery period, delivery points,

Reedy Creek Improvement District April 25, 2022 Page Two

- 1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
- 2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
- 3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
- 4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District April 25, 2022 Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached April 25, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation. Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction, and should be received by Reedy Creek no later than 17:00 p.m. April 26, 2022

. Accepted and agreed upon this day of April 25, 2022

### **Confirmed and Agreed:**

TYR ENERGY LLC

Dusty Mitchum

Dusty Mitchum

Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Charles O'Bannon

Charles O'Bannon
Energy Marketer
Reedy Creek Energy Services
Authorized by
Reedy Creek Improvement District
Subject to Reedy Creek Improvement District
Board of Supervisors Approval

Dusty Mitchum

## **Exhibit A Form of Confirmation Letter**

April 26, 2022

### VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District P.O. Box 10,000 5300 Center Drive Lake Buena Vista, FL 32830

#### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

**Term & Price** Non-Firm Energy

April 27, 2022

HE01-HE07 & HE24 20 MW(minus losses) @ \$46.00 per

MWh

**Daily Total:** 158 MWh, \$7,268.00

**Delivery Points:** FPC/RCID Interface

**Delivery Terms:** Tyr will be responsible for all FPL, & TEC wheeling and

transmission losses. RCID will be responsible for all FPC losses

and transmission.

**Billing:** All billings to be made by invoice from seller (Tyr) to purchaser

(RCID)

**Payment:** All payments to Tyr will be in accordance to Tyr Invoice.

**Special Conditions:** Negotiated MWh, price per MWh, delivery period, delivery points,

Reedy Creek Improvement District April 26, 2022 Page Two

- 1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
- 2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
- 3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
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Reedy Creek Improvement District April 26, 2022 Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached April 26, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction, and should be received by Reedy Creek no later than 17:00 p.m. April 27, 2022

. Accepted and agreed upon this day of April 26, 2022

### **Confirmed and Agreed:**

Dusty Mitchum

TYR ENERGY LLC

Dusty Mitchum

Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Charles O'Bannon

**Energy Marketer** 

Reedy Creek Energy Services

Charles O'Bannon

Authorized by

Reedy Creek Improvement District

Subject to Reedy Creek Improvement District

Board of Supervisors Approval

## **Exhibit A Form of Confirmation Letter**

April 27, 2022

### VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District P.O. Box 10,000 5300 Center Drive Lake Buena Vista, FL 32830

#### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

**Term & Price** Non-Firm Energy

April 28, 2022

HE01-HE07 & HE24 20 MW(minus losses) @ \$46.00 per

MWh

**Daily Total:** 158 MWh, \$7,268.00

**Delivery Points:** FPC/RCID Interface

**Delivery Terms:** Tyr will be responsible for all FPL, & TEC wheeling and

transmission losses. RCID will be responsible for all FPC losses

and transmission.

**Billing:** All billings to be made by invoice from seller (Tyr) to purchaser

(RCID)

**Payment:** All payments to Tyr will be in accordance to Tyr Invoice.

**Special Conditions:** Negotiated MWh, price per MWh, delivery period, delivery points,

Reedy Creek Improvement District April 27, 2022 Page Two

- 1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
- 2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
- 3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
- 4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District April 27, 2022 Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached April 26, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. April 28, 2022.

Accepted and agreed upon this day of April 27, 2022.

### Confirmed and Agreed:

TYR ENERGY LLC

Dusty Mitchum

Dusty Mitchum

Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Charles O'Bannon

Energy Marketer

Reedy Creek Energy Services

Charles O'Bannon

Authorized by

Reedy Creek Improvement District

Subject to Reedy Creek Improvement District

Board of Supervisors Approval

April 28, 2022 158mws @ \$7,268.00

## Exhibit A Form of Confirmation Letter

April 29, 2022

### VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District P.O. Box 10,000 5300 Center Drive Lake Buena Vista, FL 32830

#### **CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

**Term & Price** Non-Firm Energy

April 30, 2022

HE01-HE07 & HE24 30 MW(minus losses) @ \$44.00 per

MWh

**Daily Total:** 237 MWh, \$10,428.00

**Delivery Points:** FPC/RCID Interface

Delivery Terms: Tyr will be responsible for all FPL, & TEC wheeling and

transmission losses. RCID will be responsible for all FPC losses

and transmission.

**Billing:** All billings to be made by invoice from seller (Tyr) to purchaser

(RCID)

**Payment:** All payments to Tyr will be in accordance to Tyr Invoice.

**Special Conditions:** Negotiated MWh, price per MWh, delivery period, delivery points,

Reedy Creek Improvement District April 29, 2022 Page Two

- 1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
- 2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
- 3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
- 4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District April 29, 2022 Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached April 29, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation. Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. May 02, 2022.

Accepted and agreed upon this day of April 29, 2022.

### **Confirmed and Agreed**:

TYR ENERGY LLC

\_\_\_\_\_

Dusty Mitchum

Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Charles O'Bannon

Charles O'Bannon Energy Marketer

Reedy Creek Energy Services

Authorized by

Reedy Creek Improvement District

Subject to Reedy Creek Improvement District

Board of Supervisors Approval

April 30, 2022 237mws @ \$10,428.00



### MEMORANDUM

DATE: **May 19, 2022** 

TO: John Classe

FROM: C. Michael Crikis

SUBJECT: Monthly Report for April 2022

The following is a summary of the activities completed by Environmental Sciences in the month of April 2022:

Regulatory Activities - sampling and testing

- 445 sites were visited.
- 1,454 samples were collected or delivered.
- 3,665 tests were assigned.
- Samples for the Solid and Chemical Materials Proficiency Testing in the categories of Metals and Inorganic Chemistry were ordered.

### Mosquitoes Monitoring

- 237 traps were set up in 59 locations.
- 62,807 mosquitoes were collected and identified.
- Despite drier conditions toward the end of the month, increased mosquito populations were observed as a result of earlier rainfall events and accumulated water.

#### Meetings and Educational Sessions Participation

- Attended on-site ArcGIS Pro training.
- Hosted the morning session for Bring Your Kid to Work Day with Lab Tour and activities.
- Attended Florida Chapter of the American Fisheries Society Annual Meeting in Haines City, FL.
- Attended Leadership Orlando Conference in Orlando, FL.

### Anniversary

• Perry Bamasi, Chemist IV – 30 years

CC: RCID Pollution Control Board



### General Information

During the first quarter of 2022, 3,358 samples were collected or delivered from 663 sample sites. A total of 23,614 tests were performed, of which 13,547 or 57% of the total tests were from surface waters.

### **Water Quality**

Surface water quality within RCID is measured according to criteria in Chapter 62-302 of the Florida Administrative Code (FAC) and Numeric Nutrient Criteria specifically for Class III recreational waters. The Reedy Creek watershed includes a large wetland system, which typically has low alkalinity, dissolved oxygen and pH. These parameters may fall outside Chapter 62 FAC water quality criteria, but are not indicative of impairment or pollution.

### **Routine Monitoring**

Environmental Sciences monitored a number of sample locations for permit compliance as well as routine monitoring of surface water and stormwater outfalls and inflows to property.

- Swimming beaches and areas open to the public met FAC guidelines for bathing places for all locations tested.
- Out of the 13,547 surface water tests performed, 99% of tests analyzed met the FAC 62-302 and Numeric Nutrient Criteria guidelines with the following few exceptions (see maps for additional information):
  - Nitrogen results were elevated at seven locations:
    - 1 location in the upper portion of the Pilot Canal;
    - 1 Celebration Village outfall location; and
    - 5 locations within the L-405 canal.
  - Elevated **phosphorus** results were present at the following four locations:
    - 1 property outfall location north of US 192; and
    - 3 Celebration Village outfalls.
  - *E.coli* exceedances based on a single sample occurred at 3 sites in the sampling area during the first quarter.
    - 1 property inflow location from a wetland along the northern reach of the C-1 canal;
    - 1 inflow pipe from offsite to the C-1 canal south of U.S. 192; and
    - 1 location the in southern portion of Reedy Creek (likely wildlife influenced).
  - Ten exceedances for Chlorophyll-a were recorded within four water bodies as follows:
    - 1 location within the lower portion of the C-1 canal;
    - 1 location in the perimeter canal system;
    - 3 locations along the L-405 canal; and
    - 3 locations in the Seven Seas Lagoon system (5 exceedances).
  - pH readings at numerous locations across property fell outside the specified criteria. All samples collected within the District jurisdiction remained consistent with historical limits with the exception of one location in the upper portion of the C-1 canal. This lower pH appears to be related to the ongoing copper treatments upstream. Staff will continue to monitor this area closely and to create a plan for public outreach and education.

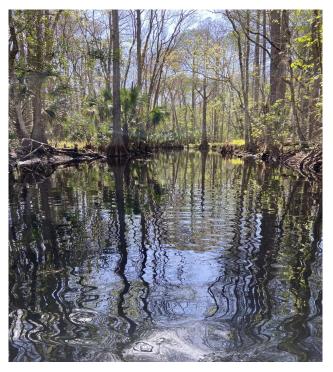


### **Routine Monitoring Continued**

- Total alkalinity results were outside of regulatory limits for seven locations (10 exceedances) collected across property. The exceedances were primarily located in the northern portions of the District along the perimeter canal and the upper C-1 canal system.
- The number of criteria exceptions for **dissolved oxygen** measurements (for single site/event) continued a decreasing trend from the spike in exceedances during the fall of 2021. The number of exceedances is substantially fewer than what is typical for the dry season which is likely due to the unusual rainfall pattern during the first quarter.
- Copper results were elevated at eight sample sites as follows:
  - 4 Golden Oak outfall locations and downstream within the upper C-1 canal system; and
  - 4 Celebration Village Outfall locations.
- A minor **iron** exceedance was noted a sample location downstream of a metal pipe.
- A minor **mercury** exceedance was recorded at a sample location near the L-101 canal outfall. Staff is investigating possible sources and will continue to monitor this area closely.



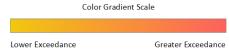
C-6, 03/01/22 Alkalinity, Copper, Dissolved Oxygen and pH exceedances

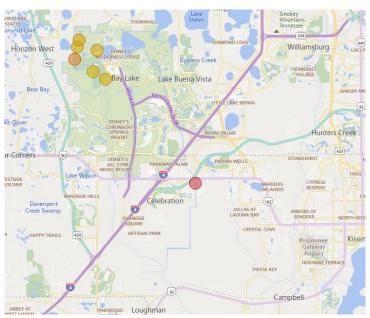


RC-13C, 02/21/2022 *No exceedances* 

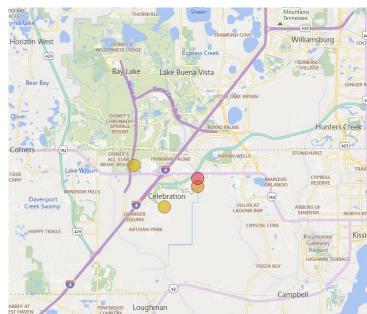


### Water Quality Outside of Guideline Limits

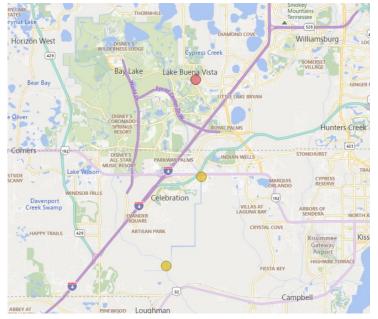




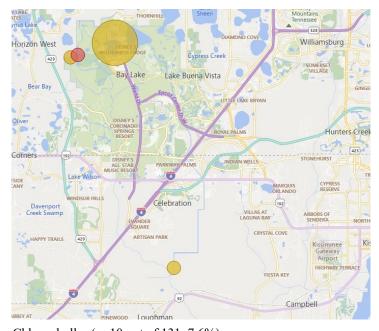
Total Nitrogen (n=7 out of 143, 4.9%) 7 Sample Sites



Total Phosphorus (n=4 out of 155, 2.6%) 4 Sample Sites



E.coli (n=3 out of 135, 2.2%) 3 Sample Sites



Chlorophyll-a (n=10 out of 131, 7.6%)
4 Waterbody Locations
Larger dot size = multiple exceedances at the same sample site

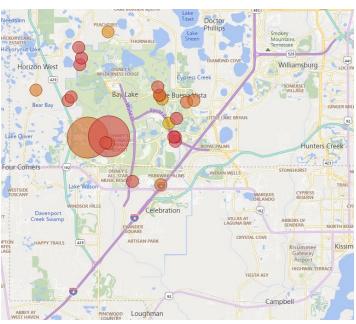
RCID monitors hundreds of water quality sample sites on a daily, weekly, monthly & quarterly basis. These maps only display t hose sites that are not within the 62-302 FAC or Numeric Nutrient criteria for a single event during the indicated time period. Not all sites displayed are ambient or subject to the water quality criterion noted.



### Water Quality Outside of Guideline Limits

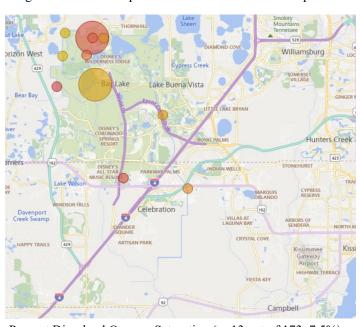
Color Gradient Scale

Lower Exceedance Greater Exceedance



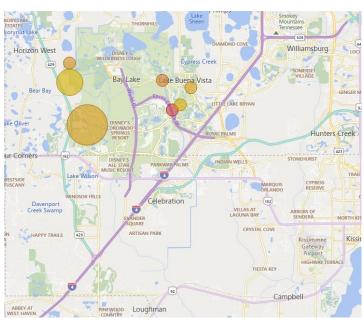
pH (n=26 out of 173, 15.0%) 24 Sample Sites

Larger dot size = multiple exceedances at the same sample site



Percent Dissolved Oxygen Saturation (n=13 out of 173, 7.5%) 11 Sample Sites

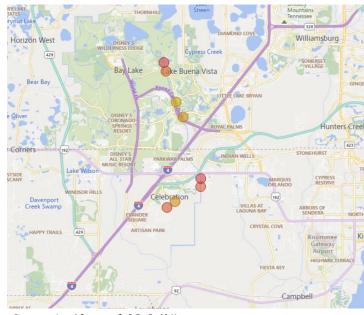
Larger dot size = multiple exceedances at the same sample site



Alkalinity (n=10 out of 103, 9.7%)

7 Sample Sites

Larger dot size = multiple exceedances at the same sample site



Copper (n=13 out of 95, 8.4%) 8 Sample Sites

RCID monitors hundreds of water quality sample sites on a daily, weekly, monthly & quarterly basis. These maps only display t hose sites that are not within the 62-302 FAC or Numeric Nutrient criteria for a single event during the indicated time period. Not all sites displayed are ambient or subject to the water quality criterion noted.

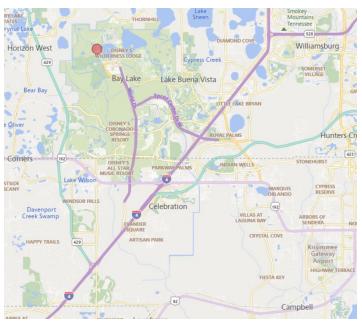
\*The Reedy Creek Watershed includes a large wetland system which naturally has low alkalinity, dissolved oxygen, & pH. These p arameters may fall outside of 62-302 water quality criteria, but are not indicative of impairment or pollution.



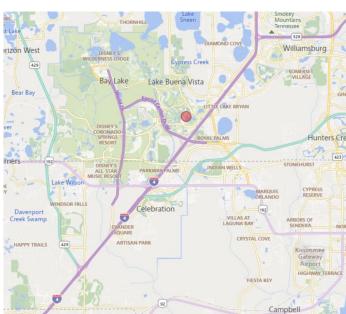
### Water Quality Outside of Guideline Limits

Color Gradient Scale

Lower Exceedance Greater Exceedance



Iron (n=1 out of 94, 1.1%)
1 Sample Site



Mercury (n=1 out of 64, 1.6%) 1 Sample Site



BV-164, 01/18/22 Mercury exceedance

RCID monitors hundreds of water quality sample sites on a daily, weekly, monthly & quarterly basis. These maps only display t hose sites that are not within the 62-302 FAC or Numeric Nutrient criteria for a single event during the indicated time period. Not all sites displayed are ambient or subject to the water quality criterion noted.



# Pollution Control Quarterly Report First Quarter 2022 (January–March)

### **Macroinvertebrate Monitoring**

During the first quarter of 2022, the Macroinvertebrate Biology Department completed a total of nineteen macroinvertebrate assessments, including five Lake Condition Index (LCI) samples, one MS4-related Stream Condition Index (SCI) assessment, and thirteen MHD (Modified Hester-Dendy Multiplate Sampler) collections. The results of the completed bioassessments within district or jurisdictional waters are shown in the following table.

As indicated, most results from the first quarter were normal or better than normal. The results at STW-4M, a site within a natural segment of Reedy Creek, scored exceptionally well. One site in the C-1 canal showed results slightly below normal, but this likely reflects varying flow and water level conditions at this location, rather than worsening ecological conditions. Future sampling will further clarify any trends in water quality.

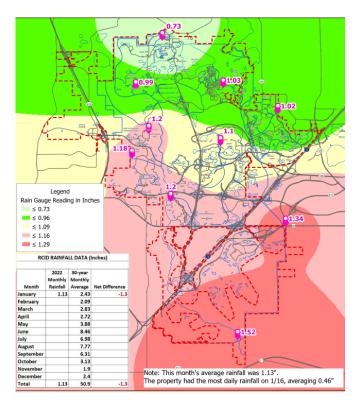
Aquatic macroinvertebrate data are used as tools for measuring the health of the biological communities and for determining long-term quality of the lakes and streams.

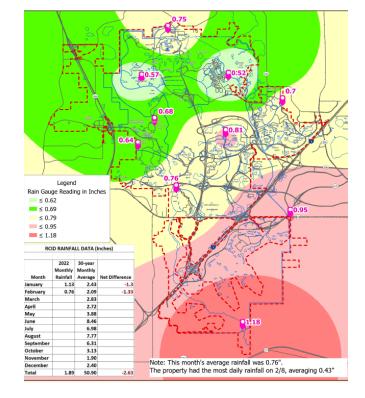
SITE	DESCRIPTION	DATE	TYPE	RESULTS
BV-VCOMP	Lake Buena Vista	01/18/22	LCI	Normal results; LCI score 50
RC-6	Perimeter canal west of C-4 canal	02/1/22	MHD	Normal results
RC-1	Reedy Creek at NW corner of property	02/1/22	MHD	Normal results
STW-1M	Cypress Creek above Vista Blvd.	02/8/22	MHD	Normal results
C5M	Cypress Creek Canal	02/8/22	MHD	Normal results
STW-4M	Reedy Creek upstream of US 192	02/9/22	SCI	Exceptionally good results; Score 71
L-BCOMP	Bay Lake	02/14/22	LCI	Normal results; LCI score 82
L-SCOMP	Seven Seas Lagoon system	02/14/22	LCI	Normal results; LCI score 64
C-12A	C-1 Canal just south is US 192	02/22/22	MHD	Results slightly below normal
RC-14M	Reedy Creek just below C-1 canal	02/22/22	MHD	Normal results
RC-6B	Whittenhorse Creek at wooden bridge	03/15/22	MHD	Very good results
RC-7	Reedy Creek Canal downstream of Bear Island Rd	03/15/22	MHD	Normal results
RC-21B	Reedy Creek below Osceola Parkway – east branch	03/21/22	MHD	Normal results
STW-4M	Reedy Creek upstream of US 192	03/21/22	MHD	Normal results
RC-13B	Reedy Creek upstream of I-4	03/23/22	MHD	Normal results
RC-13D	Reedy Creek at powerline crossing	03/28/22	MHD	Normal results
RC-16A	Davenport Creek just NE of powerline path	03/28/22	MHD	Normal results



# Pollution Control Quarterly Report First Quarter 2022 (January–March)

## **District Rainfall Summary**

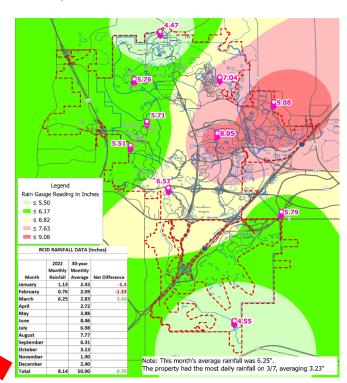




January 2022

RCID RAINFALL DATA (Inches)				
	2022	30-year		
	Monthly	Monthly		
Month	Rainfall	Average	<b>Net Difference</b>	
January	1.13	2.43	-1.3	
February	0.76	2.09	-1.33	
March	6.25	2.83	3.42	
April		2.72		
May		3.88		
June		8.46		
July		6.98		
August		7.77		
September		6.31		
October		3.13		
November		1.90		
December		2.40		
Total	8.14	50.90	0.79	

February 2022



March 2022

# Human Resources May 2022

#### **Open Positions**

- Fire Dept.
  - o <u>Driver Operator (Internal) Accepting applications</u>
  - o Lieutenant (Internal) Accepting applications
- Technology Services
  - o <u>Sr. Systems Administrator Onbase Accepting applications</u>
  - o <u>IT Program Manager</u> Interviews in progress
- Building & Safety
  - o Electrical Plans Examiner Accepting applications
  - o <u>Mechanical Inspector Accepting applications</u>
  - o <u>Service Call Technician (2) Accepting applications</u>
- Finance
  - o <u>Accountant Utility Billing Interviews in progress</u>
- Procurement
  - o <u>Sr. Procurement Analyst (2) Interviews in progress</u>
- Planning & Engineering
  - o <u>Director Planning & Engineering</u> Interviews in progress

#### **Filled Positions:**

- Human Resources
  - o Human Resources Intern New Hire Date 5/23/22
- Facilities
  - o Horticulture & Irrigation Intern New Hire Date 5/23/22
- Communications
  - o Communications & Records Management Intern New Hire Date 6/1/22
- Fire Dept.
  - o Paramedic (2) New Hire Start Date 6/6/22
  - o Paramedic (1) Internal Transfer Start Date 6/12/22
  - o <u>Firefighter/Paramedic (10)</u> New Hire Start Date 6/6/22
  - o Firefighter/Paramedic (1) Internal Transfer Start Date 6/12/22
- Procurement
  - o <u>Sr. Contract Compliance Analyst</u> New Hire Start Date 6/6/22

#### **Resignations/Retirements**

- Paul Parker Service Call Technician Building & Safety Resignation effective 5/20/22
- Christyn Kenna Service Call Technician Building & Safety Resignation effective 5/20/22
- Derek Richmond Service Call Technician Building & Safety Resignation effective 5/26/22
- Jacob Garrett Fire Inspector Fire Dept. Resignation effective 6/11/22





To: John Classe May 5, 2022

From: Jerry Wooldridge

Subject: Monthly Report – April, 2022

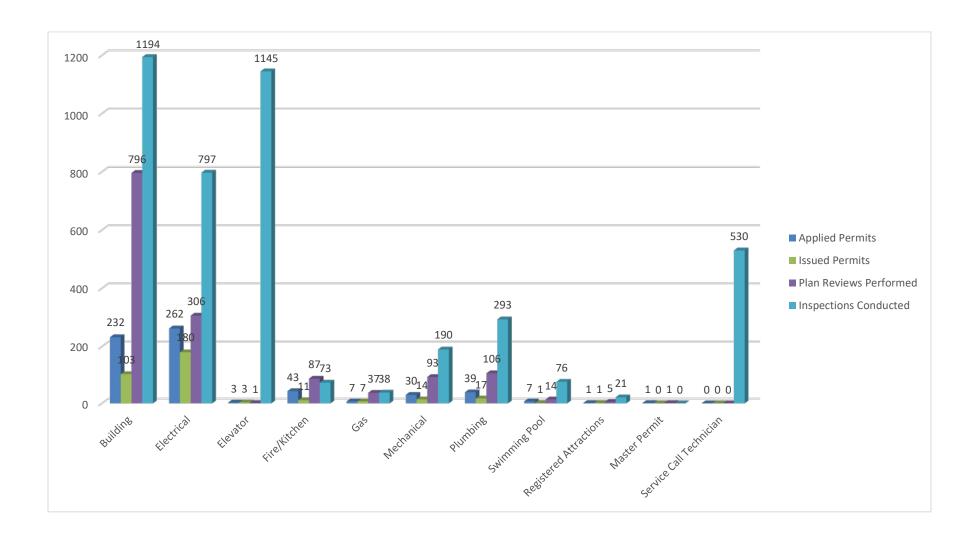
**Department: Building & Safety** 

#### **Regulatory Activities:**

- Certificate of Occupancy Issued:
  - Star Wars: Galactic Starcruiser
  - o Fairfield Inn Hotel-Flamingo Crossings
  - o Polynesian Check-In Building Renovations
  - o Flamingo Crossings-Domino's Pizza
  - Splitsville First Floor Remodel
  - o Morocco Area Restroom Renovation
  - o AK DVC Kiosk Installation
  - o Central Shops Main Breakroom #109 Refresh
- Certificate of Construction Completion Issued:
  - B Resort Emergency Fire Alarm Panel Replacement
  - Boardwalk Hote -Cooling Tower Replacement
  - o C2 Hotel
  - o DC 2 Split DX Unit Replacement
  - o Dolphin Hotel Elevator Modernization-East P6
  - o Dolphin Hotel Elevator Modernization-P1
  - o Dolphin Hotel Elevator Modernization-P12
  - Dolphin Hotel Elevator Modernization-P2
  - o Dolphin Hotel Elevator Modernization-P3
  - Dolphin Hotel Elevator Modernization-P4
  - o Dolphin Hotel Elevator Modernization-P7
  - o Dolphin Hotel Elevator Modernization-P8
  - Dolphin Hotel Elevator Modernization-P9
  - Dolphin Hotel Elevator Modernization-Tower P15
  - Dolphin Hotel Elevator Modernization-West P10
  - o Dolphin Hotel Elevator Modernization-P11
  - o Dolphin Hotel Elevator Modernization-East P5
  - o EP Project S-Show Controls
  - o Fairfield Inn Hotel-Flamingo Crossings
  - o Fairfield Inn Hotel-Flamingo Crossings
  - o Galaxy's Edge Cantina Shade Structures
  - o GM Test Track Low Voltage Modifications
  - o Grand Floridian Main Building AHU Replacement
  - o Guardians of the Galaxy: Cosmic Rewind
  - o Hilton Buena Vista Palace Convention Center Remodel
  - Living Seas Main Tank Transfer Pumps 1 & 2 Replacement
  - Morocco Area Restroom Renovation

- o NBA Experience Renovation
- o Project G 200-Package 8
- o Project H
- o Project H-AV Low Voltage
- o Project S
- o Project Signal-Show Lighting
- o Residence Inn Hotel-Flamingo Crossings
- o Tree of Life Boiler Replacement

Division	Applied Permits	Issued Permits	Plan Reviews Performed	Inspections Conducted
Building	232	103	796	1194
Electrical	262	180	306	797
Elevator	3	3	1	1145
Fire/Kitchen	43	11	87	73
Gas	7	7	37	38
Mechanical	30	14	93	190
Plumbing	39	17	106	293
Swimming Pool	7	1	14	76
Registered Attractions	1	1	5	21
Master Permit	1	0	1	0
Service Call Technician	0	0	0	530
Total	625	337	1446	4357



#### **Celebrations:**

- Work Anniversaries:
  - Scott Van Zandt 7 years, Plans Examiner
  - o Michael Rickabaugh 19 years, Manager
  - o Jamie Oliver 3 years, Permit Technician
  - o William Kane 5 years, Building Inspector
  - o Mark Hoffmann 6 years, Electrical Inspector

## PLANNING & ENGINEERING

## **DEPARTMENT**

**APRIL 2022** 

**ACTIVITY REPORT** 

SUBMITTED BY
KATHRYN BOES KOLBO, P.E.

#### **REGULATORY REVIEWS**

#### BUILDING PERMIT REVIEW

- Reviewed 74 / Approved 56
- Awaiting Approval 18

#### CONSISTENCY / CONCEPT PLAN / SITE PLAN REVIEW

#### 7-Eleven Flamingo 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 December 2021, the project is no longer on hold. Revised plans were received on 12/16/21; RAI #3 issued 1/5/22, response received 3/22/22; RAI #4 issued 3/23/22, response received 3/31/22. RAI #5 issued 4/11/22, response received 4/12/22 and 4/20/22.
- Certificate of Consistency and Site Plan Approval issued on 4/22/22.

#### EC 403 Basin - Pkg 5-Pkg 6 Completion

• Plans received 3/19/22 and 3/21/22. Revised plans received 3/31/22. RAI #1 issued 4/20/22, 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.
- Project reopened as BOH Parking Phase 2. Plans received on 4/28/22. RAI #1 issued on 4/28/22, awaiting response.

#### Project U

- Consistency application received 11/18/21. RAI #1 issued 11/29/21, response received 11/30/21. Certificate of Consistency issued 2/3/22.
- Awaiting Site Plan submittal.

#### PVR Project B

• Plans received 12/3/21. Awaiting additional information.

#### RCID Environmental Sciences Lab Phase 2 Project

• Awaiting full submittal.

#### **CONCURRENCY REVIEW**

- 7-Eleven Flamingo Crossings
- Project U

#### LANDSCAPE/IRRIGATION REVIEW

- Project 89 Area Development- (Project on hold).
- Magnolia Golf Hole 14-17 Redevelopment Landscape/Irrigation plans received 10/28/21. RAI issued 11/18/2021, response received 1/24/22; all issues have been addressed regarding the plans. The only outstanding issues relate to the method for sterilizing the greens, removal and disposal of existing grass.

#### **ERP/STORM WATER REVIEW**

#### 7-Eleven Flamingo Crossings

- Project set up 12/16/21, initial submittal received 12/16/21. RAI #1 issued 12/22/21, response received 2/8/22, RAI #2 issued 2/25/22, response received 3/22/22.
- Submitted to SFWMD 4/4/22.

#### Blizzard Beach

- Revision warranted need for SFWMD permit.
- Submitted to SFWMD 4/18/22, under review.

#### DAKL Hay Trailer Storage Yard

• Project set up 4/7/22, initial submittal received 4/7/22, revised submittal received 4/25/22.

#### Flamingo Crossings Advent Health OSED

- Project set up 10/27/21, initial submittal received 11/24/21. RAI #1 issued 12/10/21, response received 1/3/22, submitted to SFWMD 1/10/22, additional information submitted 1/26/22.
- SFMWD Permit Issued 3/11/22.
- Site Civil Permit Issued 3/14/22.

#### Homewood Suites

• Project set up 8/16/21, initial submittal received 8/16/21. RAI #1 issued 8/23/21, response received 12/15/21. RAI #2 issued 1/4/22, awaiting response.

#### Magnolia Golf Hole 14-17 Redevelopment

- SFWMD Permit issued 7/15/21.
- Site Civil Permit issued 3/11/22.

#### Project U

- Project set up 9/15/21, initial submittal received 1/7/22. RAI #1 issued 1/24/22, response received 4/1/22.
- Submitted to SFWMD 4/11/22.

#### **PVR** Project B

• Project set up 11/19/21, initial submittal received 12/17/21. RAI #1 issued 12/27/21, awaiting response.

#### RCID Environmental Science Lab Phase 2

• Submitted to SFWMD 11/15/21. RAI issued 12/13/21, response received 1/4/22, comments issued 1/12/22, response received 1/14/22. Submitted to SFWMD 1/31/22. SFWMD permit issued 3/30/22.

#### **Swan Pool Improvements**

- Project set up 5/13/19, initial submittal received 11/4/21. RAI #1 issued 12/6/21, response received 12/13/21. RAI #2 issued 12/15/21, response received 1/7/22, submitted to SFWMD 1/18/22. SFWMD issued RAI 2/16/22.
- SFWMD Permit Application withdrawn 4/26/22.

#### WaterStar Orlando Storm Water Management Design Major Modification.

- Project set up 9/13/21, initial submittal received 9/13/21.
- RAI # 1 issued 10/04/21, response received 11/19/21, submitted to SFWMD 12/13/21, under review as consultant waived SFWMD clock.
- SFMWD permit issued 3/18/22.

#### SITE CIVIL REVIEW

#### AK Tilting Bridge Gate Mods

• Initial submittal received 2/2/22. RAI #1 issued 2/9/22.

#### Casting Building Drainage

• Initial submittal received 5/24/21. RAI #1 issued 6/3/21, response received 6/25/21. RAI #2 issued 7/2/21.

#### DHS Woody's Lunch Box Prep Kitchen

- Project set up 10/13/21, initial submittal received 12/28/21. RAI #1 issued 1/13/22, response received 2/2/22.
- RAI #2 issued 2/3/22, response received 2/4/22.
- Site Civil Approval issued 3/11/22.

#### DHS Global BOH Upgrades Gate #1

- Initial submittal received 1/4/22. RAI #1 issued 1/19/22.
- Site Civil Approval issued 3/17/22.

#### Disney Springs Guest Flow Temp. Tent

• Initial submittal received 2/9/22. RAI #1 issued 2/26/22.

#### **Epcot BOH Parking**

Project set up 10/15/19, initial submittal received 1/6/22, initial resubmittal 1/28/22. RAI #1 issued 2/8/22.

#### Global BOH Upgrades (DAK1 and MK1)

• Project setup 1/13/21, initial submittal received 1/18/21. RAI #1 issued 1/22/21.

#### Global BOH Upgrades Project H Gate

Initial submittal received 9/10/21. RAI #1 issued 9/23/21, response received 9/24/21. Awaiting SWPPP review.

#### Greenleaf

• Initial submittal received 2/22/22. RAI #1 issued 3/3/22.

#### MK Main Street Curb Replacement

- Project set up 2/15/22, initial submittal received 2/22/21.
- Site Civil Approval issued 2/28/22.

#### MK Splash Mountain BOH Compactor Pad

• Initial submittal received 4/8/22. RAI #1 issued 4/15/22. RAI #2 issued 4/29/22. Awaiting SWPPP review.

#### Sunbelt Rental Bonnet Creek Road

• Initial submittal received 11/3/21. Revised submittal received 11/9/21. RAI #1 issued 11/24/21, awaiting response.

#### Typhoon Lagoon North Storm Drain Replacement Ph. 3

- Initial submittal received 6/28/21. RAI #1 issued 7/9/21, response received 7/29/21.
- Awaiting SWPPP approval 8/6/21.
- EOR sent email on 8/31/21 stating project will be placed "on hold".

#### WWTP Trailer Parking Lot Expansion

• Initial submittal received 2/22/22. RAI #1 issued 3/1/22, response received. RAI #2 issued 3/31/22.

#### **DEWATERING REVIEWS / INSTALLATION APPROVALS**

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

#### RIGHT OF WAY PERMITS ISSUED

Approval #1830 Car Care to Epcot Intertie for Emergency Services

• Received 2/10/22, Issued 4/01/22

Permit #1831 Black Lake Drury Plaza Hotel SOUTH Entrance MOT

• Received 1/26/22, Issued 4/08/22

Permit #1832 Golden Oak Pedestrian Bridge Repaint

• Received 2/9/22, Issued 4/08/22

Approval #1833A Fiber Expansion Phase 1 MOT & Hauling

• Received 1/21/22, Issued 4/15/22

Approval #1833B Fiber Expansion Phase 1 MOT & Hauling

• Received 1/21/22, Issued 4/15/22

Approval #1833C Fiber Expansion Phase 1 MOT & Hauling

• Received 1/21/22, Issued 4/25/22

Permit #1834 Flamingo Crossings Advent Health OSED

• Received 2/16/22, Issued 4/08/22

Permit #1835 Smart City Allstar Sports MH 192

• Received 11/02/21, Issued 4/14/22

Permit #1836 Wyndham Lakes Resort-Disney Springs OVERSIZE Haul

• Received 04/21/22, Issued 4/22/22

Permit #1837 Hilton at Bonnet Creek Resort OVERSIZE Haul

• Received 04/22/22, Issued 4/22/22

Permit #1838 Drury Monument Relocate Hotel Plaza Blvd

• Received 03/22/22, Issued 4/26/22

#### TRIBUTARY BASIN REVIEW

#### **Avalon Road Apartments**

- Project set up on 2/26/21. Comments sent on 3/5/21. Response to comments uploaded 4/14/21.
- Agreement split into two separate agreements one for Parcels 10 & 11 and the other agreement for Avalon Road Apartments.
- Draft Agreement sent to Engineer on 9/14/21.
- Agreement combined with Waterleigh Parcels 10 & 11

#### Buena Vista Park

• Sent initial contact letter on 4/25/22.

#### Celebration Village / Greenpoint Condos

- Project setup 3/15/21.
- Meeting with engineer on 3/31/21, engineer informed about outstanding balance for repair of RCID canal berm.
- Received check on 8/12/21 for \$41,585 for repair work on RCID canal berm.
- Approved dewatering and right-of-way permit on 10/27/21 for geotechnical investigation.

#### CR 545 Intersection @ Lake Star Road

- Project set up 9/10/20, initial submittal received 9/11/20. Comments sent on 11/5/20.
- Project has been combined with Lake Star Road.
- Draft Agreement sent to County on 4/29/21.

#### **Everest Place**

- Project set up 10/26/21, initial submittal 10/27/21. Project on hold
- Project restarted, preparing draft agreement.
- Revised plans and drainage report receive and comments sent 4/19/22.

#### FDOT – I-4 Beyond the Ultimate Segment IA

- Project set up 5/28/20. Information submitted on 5/28/20. Requested additional information on 10/20/20.
- Draft Agreement sent to FDOT on 4/22/21. Received comments from FDOT on 5/18/21.
- Sent revised draft agreement back to FDOT on 8/12/21.
- Received comments from FDOT Legal on 1/28/22.

#### Ficquette Road Widening

• Sent initial contact letter to County on 4/24/22.

#### Florida Bramingham

- Completed Assignment document and sent to Grantor on 4/47/22.
- Assignment document signed by District Administrator on 4/6/22.
- Recorded 4/7/22, Book 6189, page 364.

#### **Grand Royal Hotel**

• Letter sent to developer on 10/26/21. Initial submittal received 11/1/21.

#### Hartzog 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.

#### TRIBUTARY BASIN REVIEW (CONTINUED)

#### 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 sent to engineer on 4/14/21; received comments 9/21/21, comments under review by RCID
- Response to Grantee comments sent 10/5/21.
- Grantee responded via email on 2/23/22 accepting proposed changes to Agreement, returned draft Agreement to Grantee on 2/25/22.
- Grantee working on revised Drainage Report and legal description to be used in Drainage Agreement.
- Received updated legal description on 4/22/22

#### 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.
- Contacted engineer on 3/31/22 to discuss status of agreement, engineer is going to reach out Grantee.

#### Karr PD Parcels 2, 9 & 18

- Initial submission on 2/17/22, requested plan set be uploaded, plans received.
- Comments sent on 2/23/22, partial response received via email on 2/24/22.
- Working on draft agreement.

#### KRPC Hartzog Road

- Project setup 4/28/21, awaiting initial submittal.
- Initial submittal 6/16/21, comments sent on 8/16/21, awaiting response.
- Updated material submitted 1/21/22.
- Sent comments back to Grantee on 2/4/22, received additional information on 2/11/22.
- Sent draft Agreement to Grantee on 2/25/22.

#### Lake Star Road

- Project set up 11/9/20, initial submittal received 11/9/20.
- Draft agreement under review.
- Project combined with DR 545 at Lake Star Road into one agreement (see above for status)

#### Maingate Golden Coral

• Sent initial contact letter on 2/9/22. Follow up letter sent by legal counsel dated 3/22/22. Project Info form submitted on 3/29/22, initial submittal made on 3/30/22.

#### TRIBUTARY BASIN REVIEW (CONTINUED)

#### Overlook Phases I & II

- Project set up 6/18/21.
- Per phone call on 7/14/21 from Harris Engineers the project is being redesigned to comply with SFWMD comments.
- Requested RCID Legal Counsel and Grantee a letter reminding them of their obligation to obtain an Agreement before construction begins.

#### 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 sent to Grantee on 4/28/21.
- RCID Legal Counsel talked to counsel for the Grantee on 1/27/22 comments are forthcoming.
- Grantee supplied comments on 3/23/22 on draft agreement, reviewing requested changes.

#### Sinclair Road Property

- Project set up 10/27/21, initial submittal 10/28/21.
- Revised material submitted 1/21/22.
- Sent comments back to Engineer on 2/2/22, working on draft Agreement.
- Provide Engineer with copy of Drainage Report for Magnolia Creek development to assist in analyzing flow from Sinclair Road Property.

#### Site 113 H SW 4 High School

- Project set up 9/23/21, initial submission 11/19/21.
- RCID Counsel working with OCPS Counsel to determine agreement requirements.
- Received comments from OCPS Legal Counsel.

#### 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.
- Sent email to engineer on 4/30/21 questioning assumption that project is in closed basin.

#### 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.
- Applicant has resubmitted their SFWMD application.
- Provided comments on 4/14/22 on revised application.

#### Storev 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.

#### TRIBUTARY BASIN REVIEW (CONTINUED)

#### Waterleigh PD Parcels 10 & 11

- Project setup 4/6/21, initial submittal received 4/7/21.
- Requested updated Drainage Report on 4/23/21.
- Agreement split into two separate agreements one for Parcels 10 & 11 and the other agreement for Avalon Road Apartments.
- Sent Grantee draft agreement on 8/25/21. Had meeting to discuss draft agreement on 10/21/21.
- Discussed project with Engineer on 12/16/21, waiting for revised legal description.
- Amended/restated agreement sent to Grantee on 1/4/22, Grantee has contacted Orange County to discuss agreement.
- Grantee's legal counsel is working with County updated 3/11/22.

#### 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.
- Received check for drainage fee on 5/2/21 without agreement, received signed agreement on 5/22/21.
- Sent to District Administrator for signature on 6/18/21, executed agreement sent to Grantee on 6/21/21.
- Agreement recorded as Doc #20210529911 on 8/30/21.
- Agreement may need to be updated because of changes to the design/layout of the site.
- Working on revised drainage agreement. Waiting on Grantee to close on loan before sending updated agreement.

#### Waterleigh PD Village Center

- Sent initial contact letter on 2/9/22, letter returned and resent on 2/24/22.
- Project set up on 3/7/22, initial submittal on 3/8/22, comments sent on 3/15/22, partial response received 3/16/22.
- Working on draft agreement, agreement will be combined with Waterleigh Publix agreement.

#### Waterleigh Publix

- Initial submittal received on 1/2/22.
- Sent to Engineer on 2/22/22 asking for additional information.
- Agreement will be combined with Waterleigh Village Center PD.

#### Windermere Ministries

- Sent initial contact letter on 2/10/22.
- Received call from Engineer on 3/2/22, sent Project Info form to Engineer.
- Project set up 3/7/22.

#### Wither South PD

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

#### **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.

- AK Stilling Basin
- All Star Horticulture Pads
- Best Friend's Addition
- Blizzard Beach Conveyor
- Car Care to Epcot Interie
- Casting Building Pond Project
- Celebration C8 Parcel
- Celebration Creation Kids
- Celebration Island Village Project
- Celebration Parking Lot
- Celebration Pointe
- DHS BOH Gate
- DHS Fantasia Storm Improvement
- DS Greenleaf
- Drury Hotel
- Epcot
  - o NW Laydown
  - o Canal Modification Project
  - Project G Pkg 1, Pkg 2, Pkg 3, Pkg 8; Pkg 5; 217
- Epcot Center Drive Bridge Re-decking
- Epcot Resorts Blvd. Bridge Reconstruction
- Flamingo Crossings Advent Health
- Flamingo Crossings College Housing West
- Flamingo Crossings Dunking Donuts
- Flamingo Crossings Ped Bridges
- Flamingo Crossings Town Center Ph1
- Flamingo Crossings Town Center Pond Trail
- Flamingo Crossings Wendy's
- GF Laydown
- Hartzog Rd

- Magnolia Golf Course Redevelopment
- MK 2
- Project Tacos
- RCID Fiber Expansion
- TL Storm Pipe Repair
- Waterstar
- Woody's Lunchbox Kitchen
- Woody's Lunchbox Shade Structure
- World Drive North Phase 2
- World Drive North Phase 2 Laydown
- 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 undergo major maintenance on a 5 year revolving basis. The list of non-routine maintenance activities for 2022 was compiled by RCID compliance team in February; the work began in April and will be completed September 30, 2022
- Annual inspections of the major water control structures (WCS) are completed annually each February. Based on these most recent evaluation, items identified as routine maintenance have been initiated and will be completed during the 2022 fiscal year. Items identified in the inspection as requiring major or non-routine maintenance were prioritized, incorporated in the annual budgeting process and are scheduled for completion in the coming year(s).

#### **ROADWAY & BRIDGE**

- Monthly inspections of the Roadways are ongoing.
  - o Hartzog Road (Flagler Ave to the north approximately 1.0 mile) roadway is showing considerable degradation. This roadway has been added to our annual assessment and will be programmed for pavement rehabilitation as funding allows.
  - o BVD (Victory Way to Riviera Resort Entrance) roadway is showing excessive degradation due to recent construction traffic in that area. The 2022 annual pavement assessment will address that area and program the roadway for pavement rehabilitation. A design proposal has been submitted for review and approval.
  - o Hotel Plaza Boulevard (inbound) assessment revealed one large pothole item has been corrected.
  - o Hotel Plaza Boulevard (outbound) near the intersection of DoubleTree by Hilton. Assessment revealed delamination on this outbound lane. Pavement repair is scheduled for April 2022. Item has been corrected.
  - o World Drive (northbound) north of the BVD overpass. Assessment revealed pothole on the outermost lane. Pavement repair is scheduled for April 2022. Item has been corrected.
  - o World Drive (southbound) south of the BVD overpass. Assessment revealed potholes on the outermost lane. Pavement repair is scheduled for May 2022.
- Bridge Inspections occur bi-annually based on latest round of 22 inspections, all bridges are in satisfactory to excellent condition. Only minor repairs are warranted and the design for that work is underway. Repairs are scheduled to begin last quarter of this calendar year.
- P&E has previously assessed the condition of existing guardrail throughout the District Roadways; repair and replacement work is on-going.
  - o Guardrail #48 along southbound World Drive. Replacement completed.
  - o Guardrail #49 along southbound World Drive. Replacement completed.
  - o Guardrail #50 along northbound World Drive. Replacement completed.
  - o Guardrail #51 along northbound World Drive. Replacement completed.
  - o Guardrail #39 along southbound World Drive. Replacement completed.
  - o Guardrail #64 along northbound World Drive. Replacement completed.
  - o Guardrail repair needed along ECD (outbound) south of BVD. Repair completed.
  - o Guardrail repair needed along Osceola Pkwy (inbound) ramp onto WD southbound. Repair completed.
  - o The design of an additional seven guardrail projects has commenced.

#### ANNUAL QUALITY BASED PAVEMENT MANAGEMENT PROGRAM

- The final design plans for the pavement rehabilitation for Hartzog Road between the RCID property line and Western Way are complete. The Facilities Construction Team has scheduled this work for FY 22. A pre-bid conference was held in late March 2022. Post bid meetings were held on April 25, 2022. It is anticipated that construction will begin in July 2022.
- Plans for the pavement rehabilitation of Buena Vista Drive (BVD) between Western Way and World Drive Interchange were completed in early 2021 and delivered to the Facilities Construction Team. Due to funding constraints, this project was divided into two phases with the north phase (resurfacing of BVD from Bridges 756026 & 027 north to World Drive) completed in August 2021. The Facilities Construction Team has scheduled the south phase, Western Way to Bridges 756026 & 756027, for construction in fiscal year 2022. The south phase pavement rehab will be bid together with the BVD / Western Way intersection improvements project as one project. A limited notice to proceed was issued to Watson Civil on March 14<sup>th</sup>. Construction is anticipated to begin in May 2022.
- Plans for the pavement rehabilitation of Victory Way between Buena Vista Drive and Osceola Parkway are complete and were delivered to the Facilities Construction Team in early FY 21; construction is scheduled for fiscal year 2022. It is anticipated that the pavement rehab bid package will be issued to bidders in March 2022. A pre-bid conference was held in late March 2022. Post bid meetings were held on April 25, 2022. It is anticipated that construction will begin in July 2022.
- The design plans for the pavement rehabilitation on the southbound lanes of World Drive between Epcot Center Drive and Osceola Parkway are complete. That construction will be budgeted for FY23.
- The design plans for the pavement rehabilitation of BVD between All Star Resort / RCID Property Line and Western Way are complete. That construction will be budgeted for FY23.

#### **TRAFFIC OPERATIONS**

- Twenty-two (22) traffic signal and ITS maintenance inspections were completed in April.
- ITS team responded to six (6) after hour service requests
- ITS team managed to upgrade of traffic signal heads, backplates and cabling at Buena Vista Dr. @ World Dr.
- ITS team managed traffic for RunDisney's Springtime Surprise, ESPN's Summit Cheer championships, Disney's Hollywood Studios and Typhoon Lagoon's after hours' events.

#### **DESIGN MANAGEMENT**

#### BRIDGE 756009 – SUPERSTRUCTURE REPLACEMENT

- Design plans were finalized and delivered to the Facilities Construction Team 10/21/2021.
- Construction began in late January of 2022 and is scheduled for completion this fiscal year.

#### SOUTH HARTZOG ROAD TRANSITION SECTION

- Design plans were finalized in 2011 but due to delays at Orange County, construction was delayed until 2021.
- The landowner to the south, Holiday Inn Vacation Club (HIVC), requested the ability to expedite the construction of this roadway section. RCID negotiated, and following approval by the RCID Board, signed a Reimbursement Agreement to allow HIVC to implement this construction and obtain reimbursement from RCID.
- HICV began construction in July of 2021.
- Construction is now complete.

#### WORLD DRIVE NORTH PHASE 3

- The Final Design Contract was awarded to TLP Inc. at the April 2020 BOS meeting; the limited NTP was issued 4/23/2020.
- Final Design is complete and was delivered to the Facilities Construction Team as indicated below:
  - o 100% Plans & Specifications for bidding were issued 9/15/2021.
  - o SFWMD permit issued 12/2/21.
  - o In January of 2022, the adjacent landowner(s) requested minor modifications. In February the BOS approved a change order for the design contract.
  - o It is anticipated these design changes will take 60-90 days to complete.
  - o A final bid set will be issued to the RCID Construction & Purchasing teams late June of 2022.

The following three projects are in support of RCES Operation and are fully funded by RCES. They are being designed by the RCID Planning & Engineering and will be constructed by the RCID Facilities Construction team.

#### BRIDGE CROSSING AT PERIMETER CANAL

- RCES has requested access across the perimeter canal. To achieve this end, RCES funded the acquisition of an ACROW bridge (Bailey Bridge) on 1/20/2020. This bridge structure shall be used to provide RCES roadway access across the Perimeter Canal.
- Final Plans for the construction installation of this perimeter canal bridge were completed and delivered to the RCID Construction team in June 2021.
- Construction of this installation is scheduled to occur concurrently with the replacement of the 48" reuse line as detailed below.

#### REPLACEMENT OF RE-USE LINE ACROSS PERIMETER CANAL

- Design for the removal and replacement of an existing RCES owned 48" Re-Use Line began in November of 2020. Due to the age of the existing line and RCES' lack of previous design and construction documentation, extensive field investigation was required delaying design.
- Final plans were completed in May 2021 and delivered to the Construction Team in June 2021.
- Construction was delayed and is scheduled to begin in May 2022.

#### REPLACEMENT OF S-46 DECK STRUCTURE

- Annual WCS inspections revealed that the deck structure was failing due to the repeated use of this deck by excessively heavy utility traffic.
- Design for the replacement of this deck began in January 2020 and was completed March of 2020.
- Construction of this deck replacement has been delayed to allow for the installation of the Canal Bridge and 48" Re-Use line; details of those projects are outlined above.
- Upon completion of those two projects, deck replacement can be scheduled based on RCES funding schedule.

# **EXHIBIT A**

#### THIRD AMENDMENT TO

#### POWER PURCHASE AGREEMENT

This Third Amendment to Power Purchase Agreement ("Amendment") is entered into as of \_\_\_\_\_\_, 2022 (the "Amendment Effective Date"), by and between FL Solar 10, LLC, a Delaware limited liability company ("Seller") and Reedy Creek Improvement District, a political subdivision of the state of Florida ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

#### WITNESSETH:

**WHEREAS** Seller and Buyer are parties to that certain Power Purchase Agreement effective as of June 26, 2020, as amended by the First Amendment, dated January 31, 2022, and the Second Amendment, dated April 27, 2022 (as may be further amended from time to time, the "**PPA**").

WHEREAS, the Parties have agreed to revise certain provisions of the PPA; and

**WHEREAS**, in connection with such revision to the PPA, the Parties desire to amend the PPA as set forth herein by executing and delivering this Amendment.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Defined Terms and Phrases.** The capitalized terms and phrases used in this Amendment but not defined herein shall have the meaning stated in the PPA.
- 2. **Amendments to PPA.** Commencing on the Amendment Effective Date, the PPA shall be amended as follows:
  - a. **Section 1.14, Commercial Operation Date**. The definition of "Commercial Operation Date" in Section 1.14 of the PPA is amended by replacing the date "February 28, 2023" with the date "December 31, 2023."
  - b. **Section 3.3.1.3, Notice to Proceed**. Section 3.3.1.3 of the PPA is amended by replacing the date "May 28, 2022" with the date "March 31, 2023."
  - c. **Section 7.4, Commercial Operation**. Section 7.4 of the PPA is amended by replacing every instance of the date "February 28, 2023" with the date "December 31, 2023."

#### 3. **General.**

a. **Representations Regarding this Amendment.** By its execution of this Amendment, each Party represents and warrants that it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment

represents its valid and binding obligation, enforceable against it in accordance with its terms.

- b. **No Other Amendments.** Except as specifically provided in this Amendment, no other amendments, revisions, or changes are made or have been made to the PPA. All other terms and conditions of the PPA remain in full force and effect.
- c. **Conforming References.** Upon the Amendment Effective Date, each reference in the PPA to "this Agreement," "hereunder," "hereto," "herein," or words of like import, shall mean and be a reference to the PPA as amended by this Amendment.
- d. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment.
- f. **Applicable Law.** This Amendment and the rights and duties of the Parties arising out of this Amendment shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, without regard to principles of conflicts of law, and, as applicable, by the Federal laws of the United States of America.

[Signatures Follow]

SELLER:				
FL SOLA	AR 10, LLC			
By:				
	Samir Verstyn			
Title:	Secretary			
BUYER:				
REEDY (	CREEK IMPROVEMENT DISTRICT			
By:				
Name:				
Title:				

# **EXHIBIT B**

## Financial Summary – Flamingo Crossings Pedestrian Bridges

May 25, 2022

		Commitments		Change Ord		
	BUDGET	Executed	Pending	Available	Pending	TOTAL
Budget	\$ 14,000,000					
Hard Costs		\$ 10,157,701	\$ -	\$ 1,066,727	\$ -	\$ 11,224,429
Soft Costs Smart City		\$ 1,709,537	<b>\$ 4,005</b> \$ 4,005	\$ 182,042	<b>\$ 401</b> \$ 401	\$ 1,895,985
TOTAL	\$ 14,000,000	\$ 11,867,239	\$ 4,005	\$ 1,248,769	\$ 401	\$ 13,120,413

Percentage of Budget

94%



# **EXHIBIT C**

This instrument prepared by and return to: Silvia M. Alderman, Esq. Akerman LLP 201 East Park Avenue, Suite 300 Tallahassee, Florida 32301

# SEVENTH AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN CITY OF ST. CLOUD, TOHOPEKALIGA WATER AUTHORITY, ORANGE COUNTY, POLK COUNTY AND REEDY CREEK IMPROVEMENT DISTRICT FOR COST SHARING AND PERMIT COMPLIANCE COORDINATION

THIS Seventh Amendment to the MEMORANDUM OF AGREEMENT BETWEEN CITY OF ST. CLOUD, TOHOPEKALIGA WATER AUTHORITY, ORANGE COUNTY, POLK COUNTY AND REEDY CREEK IMPROVEMENT DISTRICT FOR COST SHARING AND PERMIT COMPLIANCE COORDINATION (hereinafter "Seventh Amendment") is made and entered into by and between the CITY OF ST. CLOUD, a FLORIDA municipal corporation, whose address is 1300 Ninth Street, St. Cloud, Florida 34769 ("CITY"), the TOHOPEKALIGA WATER AUTHORITY, an independent special district created pursuant to chapter 2003-368, Laws of Florida, whose address is 951 Martin Luther King Blvd, Kissimmee, Florida 34741, formerly referred to as TWA ("TOHO"), ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("ORANGE COUNTY"), POLK COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831-9005 ("POLK COUNTY") and REEDY CREEK IMPROVEMENT DISTRICT, an independent special district created pursuant to Chapter 67-764, Laws of Florida, whose address is P.O. Box 10170, Lake Buena Vista, Florida 32830 ("RCID") all collectively referred to herein as the "PARTIES" or individually as a "PARTY."

#### WITNESSETH

**WHEREAS,** the PARTIES executed that certain Memorandum of Agreement for Cost Sharing and Permit Compliance Coordination (hereinafter the "AGREEMENT") effective October 10, 2007, relating to participation in regional cooperation to pursue water use permits in the South Florida Water Management District; and

**WHEREAS**, a First Amendment to the AGREEMENT was entered into by the PARTIES effective May 28, 2009, which substituted a revised Exhibit B regarding scope of services and fees entitled Exhibit B – Revised, Initial Scope of Work and Fees for Monitoring Work ("Exhibit B-Revised"); and

**WHEREAS**, a Second Amendment to the AGREEMENT was entered into by the PARTIES effective June 16, 2010, to modify Exhibit B – Revised, in a manner that would extend relevant timelines for work completion but not increase the budget for such work; and

**WHEREAS**, a Third Amendment to the AGREEMENT was entered into by the PARTIES effective January 10, 2012, providing that subsequent tasks designated as "Additional Monitoring Work" set forth in Exhibit D would be performed with a different Contract Manager (ORANGE COUNTY), under a new consultant's contract that would run through June 30, 2015, with different payment provisions; and

**WHEREAS,** a Fourth Amendment to the AGREEMENT was entered into by the PARTIES, effective on July 8, 2015, providing an extension of the time to complete the tasks set out in Exhibit D, to run through June 30, 2016; and

WHEREAS, a Fifth Amendment to the AGREEMENT was entered into by the PARTIES effective on May 13, 2016, providing for: Additional Monitoring Work and New Work, as modified and detailed in Exhibits E and F of said Fifth Amendment including consulting and legal services for a new period to run through June 30, 2020, for delivery of groundwater level monitoring, groundwater quality monitoring, environmental monitoring, data management and compliance reporting services, new services required to achieve compliance with their Water Use Permits ("WUPs"), and legal and consultant assistance to the PARTIES with review of proposed regulations that may impact their WUPs; providing authority for certain directors from each PARTY (except for POLK COUNTY) to execute amendments to the AGREEMENT so long as such amendments are limited to scope of services and do not result in an increase in budget or commit any PARTY to further expenditure of funds; and providing that ORANGE COUNTY would remain the Contract Manager for services rendered under Exhibit D to the completion of its contract with the consultant and TOHO would serve as the Contract Manager for consultant services rendered as described in Exhibits E and F; and

WHEREAS, a Sixth Amendment to the AGREEMENT was entered into by the PARTIES effective on April 21, 2022, as follows: changing all references from "TWA" to "TOHO" in the AGREEMENT, so as to be more consistent with the current terminology used to identify that PARTY; defining the AGREEMENT as amended by the First, Second, Third, Fourth, Fifth and Sixth Amendments as the "AMENDED AGREEMENT"; ratifying and joining in the No Budget Increase Contract Scope Change Order – Addendum Proposal #4 entered into between TOHO and WSP USA Inc. ("WSP") on March 10, 2021, to provide for additional engineering and field services for the STOPR Group groundwater level monitoring, groundwater quality monitoring, environmental monitoring, data management, compliance reporting and Central Florida Water Initiative-related services through June 30, 2022, all without increasing the approved budget; adjusting all prior applicable timeframes for engaging in identical work set out in the AMENDED AGREEMENT according to the terms set out in Exhibit G, attached to the Sixth Amendment; providing that Paragraphs II. C. 2. b) and c) of the Third Amendment shall apply to invoicing and payment/reimbursement of the scope of services described in Exhibit G and TOHO shall continue to serve as Contract Manager for said scope of services: and

WHEREAS, the PARTIES now wish to further amend the AMENDED AGREEMENT to: redefine the term "AMENDED AGREEMENT" to now include the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments; to authorize TOHO, as Contract Manager, to contract for additional engineering and field services for the STOPR Group groundwater level monitoring, groundwater quality monitoring, environmental monitoring, data management, compliance reporting, other services required to achieve compliance with their WUPs and Central Florida Water Initiative-related services (collectively "Further Monitoring Work"), as provided in Exhibit H; to establish a process for invoice review, payment and reimbursement for the approved scope of work and budget set forth in Exhibit H; and to extend the term of the AMENDED AGREEMENT to June 30, 2030; and

**WHEREAS**, the PARTIES have determined that it is in their best interests and in the public interest to amend the AMENDED AGREEMENT as provided herein,

**NOW THEREFORE,** in consideration of the foregoing premises which are made part of this Seventh Amendment, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereto, each intending to be legally bound, agree as follows:

- 1.0 **Recitals and Capitalized Terms**. The recitals set forth in the WHEREAS clauses above are incorporated by reference herein, provided, however, that the WHEREAS clauses above shall not act to amend the AMENDED AGREEMENT. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the AMENDED AGREEMENT.
  - 2.0 The AMENDED AGREEMENT is hereby further amended as follows:
    - 2.1 **AMENDED AGREEMENT Redefined**. The term "AMENDED AGREEMENT" is redefined to include the AGREEMENT, as amended by the First, Second, Third, Fourth, Fifth, Sixth and this Seventh Amendment.
    - 2.2 **Delegation.** Paragraph 3 of the Fifth Amendment is modified by replacing it in toto with the following:

**Delegation.** For purposes of Article VIII. B. of the AMENDED AGREEMENT, regarding future amendments, each PARTY set forth below individually hereby delegates to the following persons full authority to execute on behalf of, and to bind, each respective PARTY to further amendments to the AMENDED AGREEMENT, provided that such amendments are strictly limited to the scope of services and provided further that such amendments do not result in any increase in the approved budget or commit any PARTY to further expenditure of funds beyond that heretofore approved in the AMENDED AGREEMENT. The following representatives of each respective PARTY shall have the authority to

amend the AMENDED AGREEMENT, as provided by this paragraph on behalf of the PARTY such person represents:

City of St. Cloud:

Toho Water Authority:

Orange County:

Reedy Creek Improvement District:

City Manager

Executive Director

Utilities Director

District Administrator

Polk County elects not to provide a delegation. Any future amendments shall be approved by its Board of County Commissioners.

- 2.3. **Further Monitoring Work.** A new Paragraph XXI governing Further Monitoring Work, is added to the AMENDED AGREEMENT as follows:
  - **XXI. Further Monitoring Work.** Paragraph XXI governs Further Monitoring Work, as defined in the eighth WHEREAS clause. Paragraph XXI supersedes and replaces any provisions of the AMENDED AGREEMENT with respect to invoice review, payment and reimbursement for the approved scope of work and budget set forth in Exhibit H.
  - A. **Budget and Payment Schedule.** TOHO, as Contract Manager, is authorized to contract for Further Monitoring Work, with a budget not to exceed that set forth in Exhibit H. The Contract Manager shall assess the PARTIES and the PARTIES agree to reimburse TOHO for the contracted Further Monitoring Work in accordance with the following formula:

Party	Percent	Total
ST. CLOUD	10.8%	\$410,758
ТОНО	26.7%	\$1,015,485
ORANGE COUNTY	34.1%	\$1,296,931
POLK COUNTY	10.2%	\$387,938
RCID	18.2%	\$692,204
GRAND TOTAL	100%	\$3,803,316

B. **Invoicing of Further Monitoring Work**. The Contract Manager is responsible for reviewing and paying invoices from the consultant(s)/contractor(s) consistent with the approved scope of work and the Florida Prompt Payment Act (Chapter 218, Florida Statutes). The Contract Manager will provide copies of approved invoices and proof of payment as back-up to the requests for reimbursement made to the PARTIES.

- C. Reimbursement of Further Monitoring Work. The PARTIES shall reimburse the Contract Manager for the Further Monitoring Work in accordance with the schedule set out in Paragraph XXI. A. above. The PARTIES shall pay their proportional amounts to the Contract Manager by the date indicated on the invoice. Payments shall be considered delinquent if not received within thirty days of the date of the invoice. Any late payments shall accrue interest as defined in Chapter 218, Florida Statutes. Under no circumstances may a PARTY withhold payment to the Contract Manager.
- D. Effect of Seventh Amendment on existing contract with WSP. The Further Monitoring Work authorized under this Seventh Amendment shall commence on July 1, 2022, which is the day after completion of services rendered by WSP pursuant to the Sixth Amendment.
- E. **Termination of Contract for Further Monitoring Work.** The scope of services/budget set forth in Exhibit H will terminate June 30, 2029, but the contract for Further Monitoring Work is subject to earlier termination at the sole discretion of the PARTIES, whether for cause or for convenience, upon ten days' written notice.
- 2.4 **Term.** Paragraph VII. A. of the AMENDED AGREEMENT is amended by replacing the existing text *in toto* with the following:
  - A. The term of this AMENDED AGREEMENT shall commence upon its complete execution by all PARTIES and recordation of same as provided in Paragraph XX. Unless earlier terminated pursuant to the terms hereof, this AMENDED AGREEMENT shall remain in effect until June 30, 2030.
- 3.0. **Effective Date.** This Seventh Amendment shall become effective on the last date that the same is recorded in the public records of Orange, Osceola and Polk counties (the "Effective Date").
- 4.0. **All Other Provisions.** All other provisions of the AMENDED AGREEMENT remain unchanged, except as modified herein.

THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK. SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to be duly executed and entered into as of the Effective Date.

## CITY OF ST. CLOUD, FLORIDA

	By:_	
	<b>J</b> -	Nathan Blackwell, Mayor
Attest:		
Linda Jaworski, City Clerk		
Date:		
Approved by:		
City Attorney		

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to be duly executed and entered into as of the Effective Date.

ТОНО	OPEKALIGA WATER AUTHORITY
By:	Hector Lisazuain, Chair
	nector Lisazuani, Chair

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to be duly executed and entered into as of the Effective Date.

	ORA	NGE COUNTY, FLORIDA
	By: Board of County Commiss	
	By: _	
	. –	Jerry L. Demings Orange County Mayor
Attest: Phil Diamond, County Comptroller As Clerk of the Board of County Commissioners		
By:		
Deputy Clerk		
Date:		

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to be duly executed and entered into as of the Effective Date.

		OLK COUNTY, FLORIDA y: Board of County Commissioners				
	ву:	Martha Santiago, Chair				
Attest: Stacy M. Butterfield Clerk of the Board						
Deputy Clerk						
<b>Date:</b>						
Approved as to form:						
Attorney						

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to be duly executed and entered into as of the Effective Date.

	REEDY CREEK IMPROVEMENT DISTRICT
	By:
	John Classe, District Administrator
Attest: Clerk, Board of Supervisors	_
Date:	

#### Exhibit H

Task	Description	Compensation Basis	Budget	
1.0	Project Coordination	Direct Labor Costs	\$	84,623
2.0	Hydrologic Monitoring	Direct Labor Costs	\$	1,010,755
3.0	Water Quality Monitoring	Direct Labor Costs	\$	206,089
4.0	Vegetative and Photo-Station Monitoring	Direct Labor Costs	\$	429,999
5.0	Data Management	Direct Labor Costs	\$	452,986
6.0	Reporting	Direct Labor Costs	\$	302,579
7.0	Regulatory Advisory Support	Direct Labor Costs	\$	702,956
8.0	Field Equipment installation and Survey	Direct Labor Costs	\$	117,245
TOTAL				3,307,231
CON	NTINGENCY 15%	\$	496,085	
GRAND TOTAL				3,803,316

# **EXHIBIT D**

### **Biosolids Dewatering Facility & Food Waste Transfer Station**

RCID Authorized Funding					
	Initial Project	Previous	This	Total	
Project	Budget	Requests	Request	Requests	
Biosolids Dewatering Facility and Food Waste Transfer St	ation				
Construction	\$13,000,000			\$1,370,122	
Food Waste Xfer: Poli Construction, Inc. (April 2022)			\$1,370,122		
Design	\$1,040,000			\$1,013,624	
Tetra Tech, Inc. (July 2020)		\$947,838			
Tetra Tech, Inc CO#1 (July 2020)		\$65,786			
Owner Furnished Material	\$0			\$0	
RCES Soft Costs	\$455,000			\$150,000	
(September 2020)		\$150,000			
Contingency	\$1,300,000			\$137,012	
Food Waste Xfer: Poli Construction, Inc. (April 2022)			\$137,012		
Total	\$15,795,000	\$1,163,624	\$1,507,134	\$2,670,758	



# **EXHIBIT E**

#### North Service Area (NSA) 15kV Cable & Equipment Replacement

RCID Authorized Funding					
	Initial Project	Previous	This	Total	
Project	Budget	Requests	Request	Requests	
NSA 15kV Cable & Equipment Replacement					
Construction Carter Electric, Inc. (May 2022)	\$1,600,000		\$1,594,689	\$1,594,689	
Owner Furnished Material (May 2022)	\$550,000		\$550,000	\$550,000	
RCES Soft Costs (May 2022)	\$190,000		\$190,000	\$190,000	
Contingency (May 2022)	\$160,000		\$159,469	\$159,469	
Total	\$2,500,000	\$0	\$2,494,158	\$2,494,158	



# **EXHIBIT F**

### Financial Summary – World Drive North Phase III

May 25, 2022

		Comm	itme	nts		Change Ord	er Al	lowance	
	BUDGET	Executed		Pending	1	Available	F	Pending	TOTAL
Budget	\$ 101,500,000								
Hard Costs		\$ -	\$	-	\$	-	<b>\$</b> \$	- -	\$ -
Soft Costs TBD		\$ 3,118,764	<b>\$</b>	<b>150,000</b> 150,000	\$	29,079	<b>\$</b>	<b>15,000</b> 15,000	\$ 3,312,843
TOTAL	\$ 101,500,000	\$ 3,118,764	\$	150,000	\$	29,079	\$	15,000	\$ 3,312,843

Percentage of Budget

3%

# **EXHIBIT G**

#### ORDINANCE/RESOLUTION NO. 605

AN ORDINANCE/RESOLUTION OF THE REEDY CREEK IMPROVEMENT DISTRICT, FLORIDA, ADOPTING EAR BASED AMENDMENTS AMENDING AND UPDATING THE RCID COMPREHENSIVE PLAN 2020

Whereas, Section 163.3167, Florida Statutes, provides that the governing body of each local government shall prepare and enforce a comprehensive plan for development within their jurisdiction; and

Whereas, the Board of Supervisors of the Reedy Creek Improvement District finds that Chapter 67-764, Florida Statutes, empowers the District to prepare and enforce a comprehensive plan and amendments thereto; and

Whereas, Chapter 67-764, Section 23(8) Florida Statutes established a Planning Board for the District; and

WHEREAS, the Reedy Creek Improvement District Board of Supervisors, pursuant to Chapter 163, Florida Statutes, adopted on November 15, 1991 by Resolution/Ordinance No. 244, a joint comprehensive plan along with the City of Lake Buena Vista and the City of Bay Lake; known as the "1991 Reedy Creek Improvement District Comprehensive Plan"; hereinafter referred to as the "Plan" pursuant to Sections 163.3161 – 163.3215 known as the "Local Government Comprehensive Planning and Land Development Act" which sets forth procedures and requirements for a local government in the State of Florida to adopt a comprehensive plan and amendment to a comprehensive plan; and

WHEREAS, the Reedy Creek Improvement District, upon recommendation by the Reedy Creek Improvement District Planning Board, has adopted amendments to said Plan all of which have been duly processed and found to be in compliance by the Florida Department of Community Affairs or the Department of Economic Opportunity; and

WHEREAS, on October 12, 2018, after public notice, the Reedy Creek Improvement District Planning Board held a public hearing to consider the proposed EAR Based Amendments to the Plan and recommended adoption of the proposed Amendment to the Reedy Creek Improvement District, City of Lake Buena Vista and City of Bay Lake; and

WHEREAS, the Reedy Creek Improvement District further considered all oral and written comments received prior to and during public hearings; and

WHEREAS, in exercise of its authority, the Board of Supervisors of the Reedy Creek Improvement District has determined it necessary and advisable to adopt EAR

Based Amendments to the <u>RCID District Comprehensive Plan 2020</u> and transmit to the Department of Economic Opportunity, Community Planning and Development.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Supervisors of the Reedy Creek Improvement District, on this 24th day of October, 2018, as follows:

SECTION ONE: <u>Purpose and Intent.</u> This Ordinance/Resolution is enacted to carry out the purpose and intent of, and exercise the authority set out in Chapters 163 and 166, Florida Statutes, and the provisions of the Reedy Creek Improvement District Comprehensive Plan.

SECTION TWO: <u>Title of Amendment</u>. This Amendment shall be entitled "EAR Based Amendments, amending and updating the Reedy Creek Improvement District Comprehensive Plan.

SECTION THREE: <u>Amendment.</u> EAR Based Amendments, amends the Future Land Use Map (FLUM), Future Land Use Element, Transportation Element, Housing Element, Infrastructure Element, Conservation Element, Intergovernmental Coordination Element, and Capital Improvements Element. Text shown with strike through lines is hereby deleted and text shown with underlines is hereby added.

SECTION FOUR: Applicability and Effect. The applicability and effect of the EAR Based Amendments is to amend the Reedy Creek Improvement District 2020 Comprehensive Plan to reflect changes in state requirements and to update statute and code references since the last update; to revise dates for various policies; and to update the Future Land Use Map (FLUM) to reflect the de-annexation of two parcels totaling 154.08 acres to Orange County for the construction of employee housing.

SECTION Five: <u>Severability.</u> If any provision, or portion of this Ordinance/Resolution is declared by any court of competent jurisdiction to be void, unconditional, or unenforceable, then all remaining provisions and portions of this Ordinance/Resolution remain in full force and effect.

#### SECTION SIX: Copy Availability.

- A certified copy of this enacting Ordinance/Resolution, as well as certified copies of the Amendment shall be filed with the Clerk of the Reedy Creek Improvement District.
- b. To make the plan available to the public, a certified copy of this enacting Ordinance/Resolution, as well as certified copies of the Amendments shall be located in the office of Planning and Engineering of the Reedy Creek Improvement District and shall be provided to the Orlando and Kissimmee Public Libraries and at rcid.org. The District shall also make copies available to the public for a reasonable reproduction charge.

SECTION SEVEN: <u>Effective Date.</u> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

REEDY CREEK IMPROVEMENT DISTRICT

	Ву:	Laurence C. Hames
ATTESTED:		President of the Board of Supervisors
By:		
John H. Classe, Jr. District Administrator and Secretary of the Board of Supervise	ors	
Passed and Adopted on 1 <sup>st</sup> Reading Publication After 1 <sup>st</sup> Reading Passed & Adopted on 2 <sup>nd</sup> Reading Final Publication Effective Date:		

### **Amendment to FLUM – De-annexation**

Figure 1: Current FUTURE LAND USE MAP

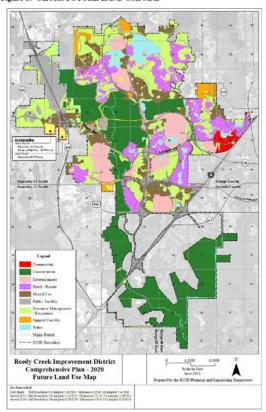
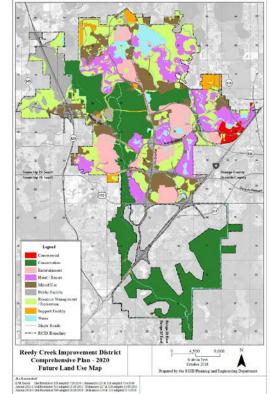


Figure 2: Amended FUTURE LAND USE MAP





**EXHIBIT G**