



Since 1967  
**Reedy Creek**  
IMPROVEMENT DISTRICT

# BOARD OF SUPERVISORS

June 22, 2022  
9:30 a.m.

# AGENDA

## Board of Supervisors

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

**June 22, 2022**

**9:30 a.m.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SAFETY MINUTE
4. APPROVAL OF MINUTES
  - A. Minutes of the May 25, 2022 BOS Meeting
5. REPORTS
  - A. District Administrator
6. CONSENT AGENDA

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

A. World Drive North Phase II – Construction Trailer and Laydown Area Support Amendment

- CONSIDERATION of Request for Board approval to amend the previous authorization for contracts, work authorizations and purchase orders in the additional amount of **\$13,143.00**, for set-up of electrical and communication systems within the RCID Typhoon Lagoon Trailer Compound and RCID Construction Laydown Area for support of the RCID construction projects. **(EXHIBIT A)**

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

- B. CONSIDERATION of Reappointment of **Craig Redfern** to the Board of Appeals for a three-year term to expire 2025.
  
- C. Live Front to Dead Front Switch Replacement Phase 2 (P1128) – Reallocation of Initial Budget
  - CONSIDERATION of Request for Board approval to reallocate the initial budget for the Live Front to Dead Front Switch Replacement Phase 2 project by reducing approved funding in the Construction and Owner-Furnished Material (OFM) line items and increasing funding in the RCES Soft Cost line item. The total budget amount will remain unchanged. **(EXHIBIT B)**

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

7. REGULAR AGENDA

- A. Perimeter Canal Bridge (P1119) – Revision of Initial Budget
  - CONSIDERATION of Request for Board approval to revise the initial budget from **\$3,290,000.00** to **\$4,240,000.00** for the Perimeter Canal Bridge project. **(EXHIBIT C)**

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

- B. Perimeter Canal Bridge (P1119) – Construction Services
  - CONSIDERATION of Request for Board approval to execute a Change Order to Agreement #C005996 with **Southland Construction, Inc.**, in the amount of **\$584,977.92** for additional construction services for the Perimeter Canal Bridge project. 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 C)**

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

C. Perimeter Canal Bridge (P1119) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$400,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the Perimeter Canal Bridge 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 C)**

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

D. Live Front to Dead Front Switch Replacement Phase 2 (P1128) – Owner-Furnished Materials (OFM)

- CONSIDERATION of Request for Board approval of Owner-Furnished Materials (OFM) in the amount of **\$700,000.00** for the Live Front to Dead Front Switch Replacement Phase 2 project.

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

E. Live Front to Dead Front Switch Replacement Phase 2 (P1128) – Construction Services

- CONSIDERATION of Request for Board approval to execute an agreement with **Maddox Electric Company, Inc.**, in the amount of **\$718,024.00** for construction services for the Live Front to Dead Front Switch Replacement Phase 2 project. 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 B)**

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

F. Live Front to Dead Front Switch Replacement Phase 2 (P1128) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$150,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the Live Front to Dead Front Switch Replacement Phase 2 project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project.



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

G. Fiber Installation Agreement

- CONSIDERATION of Request for Board approval to ratify execution of an Installation Agreement between the Reedy Creek Improvement District (District) and **Walt Disney Parks and Resorts U.S., Inc. (WDP&R)**, in which the District agrees to contract for and manage the installation of fiber optic utilities. WDP&R agrees to pay for the installation of such utilities, including payment to the District for construction administration and management services provided by the District. **(EXHIBIT D)**

8. OTHER BUSINESS

9. 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 Jun 10, 2022.

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



**Rose Williams**

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name of Affiant

Sworn to and subscribed before me on this 11 day of June, 2022,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped

**NOTICE OF MEETING**

YOU WILL PLEASE TAKE NOTICE that on June 22 nd at 9:30 a.m., or as soon thereafter as practicable, the Board of Supervisors of the Reedy Creek Improvement District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time, they will consider such business as may properly come before them.  
6/10/2022 7228354

7228354

## MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

*May 25, 2022*

10:00 a.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 10:09 a.m. on Wednesday, May 25, 2022 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were Larry Hames, Max Brito, Jane Adams, Don Greer and Leila Jammal, constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Tina Graham, District Clerk; Tracy Borden, Assistant District Clerk; and Ryan Conrad, Administration; Chris Quinn, Susan Higginbotham, and Heidi Powell, Finance; Ron Zupa, Samarth Thomas, and Art Ordon, Technology Services; Ed Milgrim, and Ilana Perras, Milgrim Law Group.; Lee Pulham, Planning & Engineering; Jason Middleton and Eddie Fernandez, Human Resources; Kerry Satterwhite, Facilities; Eryka Washington, Communications; Anthony Kasper, and Ray Crooks, RCES; and Todd Rimmer, WDI. Those participating via teleconference were: Lexy Wollstadt, Finance; Bruce Jones, Procurement; Craig Sandt, Facilities; Mike Crikis, Jeff Holland and Wendy Duncan, Environmental Sciences; Deputy Chief Eric Ferrari, RCFD; and Yenni Hernandez, Technology Services.

President Hames announced the annual election of Officers of the Board of Supervisors as the first item of business. Mr. Greer moved the nomination of Mr. Larry Hames as President. The motion was duly seconded by Ms. Jammal. There being no further nominations, the election was unanimous. Ms. Adams moved the nomination of Mr. Don Greer as Vice President. The motion was duly seconded by Ms. Jammal. There being no further nominations, the election was unanimous. Ms. Jammal moved the nomination of Ms. Jane Adams as Treasurer. The motion was duly seconded by Mr. Hames. There being no further nominations, the election was unanimous. Mr. Greer moved the nomination of Mr. John H. Classe, Jr. as Secretary. The motion was duly seconded by Mr. Hames. There being no further nominations, the election was unanimous.

### **SAFETY MINUTE**

Mr. Fernandez had already presented the safety instructions for the Administration Building earlier at the RCID Landowners Meeting, so no need to present again.

## **APPROVAL OF MINUTES**

Minutes from the April 27, 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.

Mr. Classe advised that on May 16<sup>th</sup>, a group of staff joined him at the United Way “The State of Our Families” breakfast event at the Caribe Royale Orlando resort. Everyone was inspired by keynote speaker, Stephanie Land, her story of escaping an abusive relationship and finding her way as a single mother. Both her memoir and Netflix series have quickly become a phenomenon. The group also learned more about those struggling in our community today known as ALICE – Asset Limited, Income Constrained, Employed. There is a lot of need in our community much created by the COVID-19 pandemic.

Mr. Classe advised that during the United Way event, our Team learned about a Community Baby Shower scheduled for June. The event is building basic care packages that will connect new and expectant parents experiencing economic hardship with the resources they need to give their baby a healthy start. The District Employee Engagement Committee is looking into participating.

Mr. Classe reported that on May 20<sup>th</sup>, the District hosted a Lunch and Learn in support of Mental Health. Our Guest Speakers were Tracy Kelly and Emilie Mitchell of the Victim Service Center of Central Florida, and Cigna EAP. Our Teams Guest Speaker was Fleix O. Padron, a mental health counselor and addiction and substance abuse counselor who practices at Faces, Inc. in Miami-Dade County. Lunch was from Sonny’s Barbecue and was well attended with 30 in person and virtual.

Mr. Classe reported that on May 19<sup>th</sup>, the District hosted a breakfast at the Holiday Inn to celebrate 5-year service awards for employees.

Mr. Classe advised that in June the Special Olympics USA Games 2022 is coming to Orlando with many events at the Walt Disney World Resort. The District is supporting our staff who volunteer during the games.

## **CONSENT AGENDA**

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

**Item 5A – Reappointment of Kermit Prime to the Pollution Control Board**

CONSIDERATION of Reappointment of **Kermit L. Prime, Jr.** to the Pollution Control Board for a one-year term to expire May 2023.

**Item 5B – 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)**

**Item 5C – 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. 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 B)**

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**

**Item 6A – 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.**

Mr. Herrick requested 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**. 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 C)**

**Item 6B – Biosolids Dewatering Facility and Food Waste Transfer Station (P1124) – Initial Budget**

Mr. Kasper requested Board approval to establish an initial budget of **\$15,795,000.00** for the Biosolids Dewatering Facility and Food Waste Transfer Station project. Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that this project is located at the previous Harvest Power facility. 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 D)**

**Item 6C – Biosolids Dewatering Facility and Food Waste Transfer Station (P1124) – Construction Services**

Mr. Kasper requested 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 request Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that the Food Waste Transfer Station is estimated to be completed in nine months.. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request. **(EXHIBIT D)**

**Item 6D – North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – Initial Budget**

Mr. Kasper requested Board approval to establish an initial budget of **\$2,500,000.00** for the North Service Area (NSA) 15kV Cable & Equipment Replacement project. Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that the existing cables are from the original project that was completed late 1960's to early 1970's. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Jammal and duly seconded, the Board unanimously approved the request. **(EXHIBIT E)**

**Item 6E – North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – Construction Services**

Mr. Kasper requested 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. Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT E)**

**Item 6F – North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – Owner-Furnished Materials (OFM)**

Mr. Kasper requested 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. Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Jammal and duly seconded, the Board unanimously approved the request. **(EXHIBIT E)**

**Item 6G – North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – RCES Soft Costs**

Mr. Kasper requested Board approval to 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. Funding for this request is derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT E)**

**Item 6H – World Drive North Phase III – Construction Trailer Support**

Mr. Satterwhite request 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 requests authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. Mr. Satterwhite advised that this authorization is to extend the leases of the existing trailers. 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 F)**

**Item 6I – Resolution No. 605 – Adopting Proposed Text Amendments to RCID Comprehensive Plan**

Ms. Lee Pulham requested the 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, Conservation, Recreation and Open Space, 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 for the development of employee (college program) housing. Ms. Pulham advised that changes in statutes apply to RCID's Comprehensive Plan (Comp Plan) and the amendment will bring the plan up to 2032. Once approved the plan will be submitted to the Department of Economic Opportunity.



Ms. Pulham responded to questions from the Board members, then President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request. **(EXHIBIT 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 and May 23, 2022 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 RCID Comprehensive Plan 2020 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: Purpose and Intent. 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: Title of Amendment. This Amendment shall be entitled "EAR Based Amendments", amending and updating the Reedy Creek Improvement District Comprehensive Plan.

SECTION THREE: Amendment. EAR Based Amendments, amends the Future Land Use Map (FLUM), Future Land Use Element, Transportation Element, Housing Element, Infrastructure Element, Conservation Element, Recreation and Open Space, 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: Severability. 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. 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: Effective Date. 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**

By: \_\_\_\_\_  
Laurence C. Hames  
President of the Board of Supervisors

**ATTESTED:**

By: \_\_\_\_\_  
John H. Classe, Jr.  
District Administrator and  
Secretary of the Board of Supervisors

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: \_\_\_\_\_

**8. OTHER BUSINESS**

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

Mr. Classe then presented the Final Thought from H. Jackson Brown, Jr., American Author, "*The best preparation for tomorrow is doing your best today.*"

There being no further business to come before the Board, the meeting was adjourned at 10:47 a.m.

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Lawrence C. Hames  
President, Board of Supervisors

ATTEST

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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  
 From: Christine Ferraro  
 Subject: May- Monthly Utilities Report

Date: June 22, 2022  
 Extension: (407) 824-4121

## Electric and Natural Gas Purchases and Sales

Megawatt hour loads were approximately .4% above plan with a monthly peak load of approximately .4% above plan levels. Average temperatures for May 2022 were 1% higher when compared to same month in 2021 and was 3.1% higher when compared to the average temperatures experienced in 2020. Total cost per megawatt hour (\$/MWh) for the month was approximately 15.4% above budgeted levels equating to approximately \$941K 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.

## Natural Gas (Distribution and Hot Water)

Natural gas commodity prices were approximately 7.4% above budgeted levels, with volumes approximately 2.7% higher than budgeted levels. Total natural gas cost per MMBtu (\$/MMBtu) for the month was approximately 5.6% higher than budget levels due to increased commodity costs driven by commodity market volatility, and adjusted fixed capacity costs resulting from a filed FGT pipeline rate case. Gross natural gas costs were approximately \$48K 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. Price volatility in the gas market is expected to continue through Qtr4 2022.

## Water Resources

May-22	2021		2022		Difference		% Difference
	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)	
Potable Water Consumption	452.1	14.6	505.1	16.3	53.0	1.7	11.7%
Wastewater Generation	360.8	11.6	427.1	13.8	66.3	2.1	18.4%
Reclaimed Water Usage	321.9	10.4	239.2	7.7	-82.7	-2.7	-25.7%
Wastewater Contribution from OCU	76.0	2.5	63.9	2.1	-12.1	-0.4	-15.9%
Rainfall measured at RCID WWTP (in)	0.7		8.4		7.7		

## Solid Waste Operations

May -22					May 2019
	2021	2022	Difference	% Difference	2019
Class I Waste Collected by RCES	3,602	6,086	2,484	69%	6,134
Class III Waste Collected by RCES	212	213	1	0%	267
Offsite Landfill	4,546	6,376	1,830	40%	6,594
Food Waste	720	1,572	852	118%	1,695
Class I Recycle	862	1,563	701	81%	1,233
Green Waste	843	1,476	633	75%	1,965
C&D Collected	1,418	1,128	-290	-20%	3,639
Manure	281	368	87	31%	323

\* All Data in Tons

REEDY CREEK IMPROVEMENT DISTRICT  
MONTHLY INTERCHANGE REPORT  
May 22

chk'd INITIAL	CO	Gross MWH	Duke Energy Imbalance	FPL LOSS	FPC LOSS	TEC LOSS	NET MWH	MW's from indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$/ MWH	Rec'd inv INITIAL
=												=
CO	Constellation Energy Generation	400	0	0	6	0	394		\$32,000.00		\$ 80.00	CO 06-02-22
	Citrus Ridge Solar	11,317	0	0	0	0	11,317			\$438,635.68	\$ 38.76	CO 06-08-22
CO	Duke-RC	2,855	0	0	0	0	2,855		\$174,505.00		\$ 61.12	CO 06-02-22
	Duke-Hamilton Solar	0	0	0	0	0	0			\$0.00	#DIV/0!	
CO	Duke-RC Franklin	39,408	0	0	0	0	39,408			\$3,286,319.80	\$ 83.39	CO 06-05-22
	Duke-RC Franklin Settlement #1									(\$380,153.37)		BP CO 06-02-22
	Duke-RC Franklin Settlement #2									(\$81,906.07)		Morgan Stanley CO 06-02-22
	Duke-RC Franklin Settlement #3									\$0.00		Cargill CO 06-02-22
	Duke-RC Franklin Settlement #4									(\$623,476.52)		JP Morgan CO 06-02-22
	Duke-RC Franklin Settlement #5									\$0.00		Citi Bank CO 06-02-22
	Duke-RC Franklin Settlement #6											
CO	Duke-Solar	816	0	0	0	0	816			\$56,261.69		EST
	FPL-RC	0	0	0	0	0	0		\$0.00		#DIV/0!	
CO	FMPA Tolling(Cane Island)	39,432	0	0	0	0	39,432			\$151,813.20		CO 06-08-22
CO	POU-RC	130	0	0	0	0	130		\$7,000.00		\$ 53.85	CO 06-08-22
CO	REM-RC	4,406	0	0	0	0	4,406		\$256,361.00		\$ 58.18	CO 06-02-22
CO	TYR Energy	2,950	0	0	0	0	2,950		\$154,335.00		\$ 52.32	CO 06-01-22
	TAL-RC	6,359	0	0	0	0	6,359		\$363,961.00		\$ 57.24	
	TEA-RC	0	0	0	0	0	0		\$0.00		#DIV/0!	
CO	TEC- RC Market Base	320	0	0	0	0	320		\$19,200.00		\$ 60.00	
	FPL Non Firm T & D									\$3,316.00		EST
	Duke Non Firm T & D									\$0.00		
	Duke FIRM T&D									\$659,938.21		CO 06-06-22
	Duke Energy Imbalance	659					659		\$136,028.59			CO 06-06-22
=====												
	PURCHASES	109052	0	0	6	0	109,046	0	\$1,143,390.59		\$3,510,748.62	
=====												
INITIAL			Losses to Duke	FPL	SEC	TEC	NET	MW's to indirect	ECONOMY	FIRM	TOTAL	
=			MWH	LOSS	LOSS	LOSS	MWH	Delivery Point	COST	COST	\$/ MWH	
CO	RC-POU J	765	0	0	0	0	765		\$56,755.00		\$74.19	CO 06-01-22
	RC-TEA J	0	0	0	0	0	0		\$0.00		#DIV/0!	
=====												
	TOTAL SALES	765	0	0	0	0	765		\$56,755.00		\$0.00	\$74.19
=====												
	TOTAL	108287	0	0	6	0	108281		\$1,086,635.59		\$3,510,748.62	
=====												
	NEL Including EPCOT Diesels and CoGen	108289										

AVG \$ / MWH

\$42.46

TOTAL ECONOMY AND FIRM COST

\$4,597,384.21

Month	NEL	Peak	Time	Day
May-22	106,289.3	178.7	5:00:00 PM	5/22/2022

COGEN GENERATION	
GT MONTHLY	0.00
ST MONTHLY	0.00
GT & ST MONTHLY	0.00
ECEP GENERATION	
ECEP #1 MONTHLY	2.50
ECEP #2 MONTHLY	0.00
ECEP #1 & #2 MONTHLY	2.50
TOTAL GENERATION	2.50

**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			
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			
<b>Total October 2021</b>				<b>\$501,040.84</b>	<b>\$712,827.00</b>	<b>\$242,060.10</b>
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			
<b>Total November 2021</b>				<b>\$18,450.00</b>	<b>\$486,162.00</b>	<b>\$72,217.61</b>
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			
<b>Total December 2021</b>				<b>\$113,694.00</b>	<b>\$399,310.00</b>	<b>\$71,994.95</b>
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			
<b>Total January 2022</b>				<b>\$169,880.00</b>	<b>\$439,584.00</b>	<b>\$131,137.84</b>
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			
<b>Total February 2022</b>				<b>\$37,070.00</b>	<b>\$525,313.50</b>	<b>\$69,443.94</b>
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			
<b>Total March 2022</b>				<b>\$14,500.00</b>	<b>\$496,937.00</b>	<b>\$70,980.80</b>
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			
TYR Energy	\$0.00	\$62,160.00	\$13,818.56			
<b>Total April 2022</b>				<b>\$51,040.00</b>	<b>\$859,200.00</b>	<b>\$138,500.16</b>
May-22						
City of Tallahassee	\$0.00	\$363,961.00	\$54,133.37			
Duke Energy Florida	\$0.00	\$174,505.00	\$11,205.69			
Constellation Energy Generation	\$0.00	\$32,000.00	\$0.00			
Orlando Utilities Commission	\$56,755.00	\$7,000.00	\$8,284.49			
Rainbow Energy Marketing	\$0.00	\$256,361.00	\$24,991.90			
Tampa Electric Company	\$0.00	\$19,200.00	\$2,025.60			
TYR Energy	\$0.00	\$154,335.00	\$27,284.31			
<b>Total May 2022</b>				<b>\$56,755.00</b>	<b>\$1,007,362.00</b>	<b>\$127,525.35</b>
<b>FY2022 to Date Total</b>	<b>\$962,429.84</b>	<b>\$4,926,695.50</b>	<b>\$923,860.75</b>	<b>\$962,429.84</b>	<b>\$4,926,695.50</b>	<b>\$923,860.75</b>

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

[2] Only includes impact of energy marketing activity.

Profit  
15.69%



**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
<b>Oct-21</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$1,607,624.71)	\$0.00	(\$1,607,624.71)	496,726		\$1,523,061.35
BP	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	(719)		(\$3,981.46)	\$0.00	(\$3,981.46)			
FGT Usage			\$24,409.80	\$0.00	\$24,409.80			
<b>Total October 2021</b>	<b>427,913</b>	<b>\$2.07</b>	<b>\$887,749.80</b>	<b>\$0.00</b>	<b>\$887,749.80</b>	<b>496,726</b>	<b>\$3.07</b>	<b>\$1,523,061.35</b>
<b>Nov-21</b>								
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 -	3,626		\$17,532.90	\$0.00	\$17,532.90			
FGT Usage			\$26,019.21	\$0.00	\$26,019.21			
<b>Total November 2021</b>	<b>461,439</b>	<b>\$2.26</b>	<b>\$1,042,339.19</b>	<b>\$0.00</b>	<b>\$1,042,339.19</b>	<b>494,579</b>	<b>\$2.92</b>	<b>\$1,442,964.65</b>
<b>Dec-21</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$1,277,970.52)	\$0.00	(\$1,277,970.52)	528,819		\$1,570,879.12
BP	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 -	1,683		\$6,181.44	\$0.00	\$6,181.44			
FGT Usage			\$26,761.16	\$0.00	\$26,761.16			
<b>Total December 2021</b>	<b>471,869</b>	<b>\$2.68</b>	<b>\$1,263,621.62</b>	<b>\$0.00</b>	<b>\$1,263,621.62</b>	<b>528,819</b>	<b>\$2.97</b>	<b>\$1,570,879.12</b>
<b>Jan-22</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$750,272.43)	\$0.00	(\$750,272.43)	567,171		\$1,722,898.29
BP	24,094		\$105,418.93	\$0.00	\$105,418.93			
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			\$0.00	\$0.00	\$0.00			
Bookout - Gas South	(1,954)		(\$9,015.30)	\$0.00	(\$9,015.30)			
FGT Usage			\$28,558.43	\$0.00	\$28,558.43			
<b>Total January 2022</b>	<b>507,671</b>	<b>\$2.74</b>	<b>\$1,388,758.85</b>	<b>\$0.00</b>	<b>\$1,388,758.85</b>	<b>567,171</b>	<b>\$3.04</b>	<b>\$1,722,898.29</b>
<b>Feb-22</b>								
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			
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			(\$2,487.39)	\$0.00	(\$2,487.39)			
FGT Usage			\$25,522.92	\$0.00	\$25,522.92			
<b>Total February 2022</b>	<b>442,785</b>	<b>\$2.70</b>	<b>\$1,195,711.50</b>	<b>\$0.00</b>	<b>\$1,195,711.50</b>	<b>476,303</b>	<b>\$2.95</b>	<b>\$1,406,002.16</b>
<b>Mar-22</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$611,907.70)	\$0.00	(\$611,907.70)	499,871		\$1,607,772.06
BP	22,258		\$108,913.42	\$0.00	\$108,913.42			
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			\$27,150.61	\$0.00	\$27,150.61			
<b>Total March 2022</b>	<b>473,029</b>	<b>\$3.47</b>	<b>\$1,643,505.71</b>	<b>\$0.00</b>	<b>\$1,643,505.71</b>	<b>499,871</b>	<b>\$3.22</b>	<b>\$1,607,772.06</b>
<b>Apr-22</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$1,647,963.51)	\$0.00	(\$1,647,963.51)	462,570		\$1,347,081.84
BP	97,860		\$554,774.99	\$0.00	\$554,774.99			
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	329		\$2,234.68	\$0.00	\$2,234.68			
FGT Usage			\$24,542.69	\$0.00	\$24,542.69			
<b>Total April 2022</b>	<b>445,769</b>	<b>\$1.78</b>	<b>\$792,473.24</b>	<b>\$0.00</b>	<b>\$792,473.24</b>	<b>462,570</b>	<b>\$2.91</b>	<b>\$1,347,081.84</b>
<b>May-22</b>								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$2,867,354.03)	\$0.00	(\$2,867,354.03)	436,754		\$1,266,951.01
FGU	157,998		\$1,143,431.51	\$0.00	\$1,143,431.51			
Gas South	106,745		\$803,586.77	\$0.00	\$803,586.77			
Mercuria	158,379		\$1,151,732.09	\$0.00	\$1,151,732.09			
Radiate	14,756		\$119,409.36	\$0.00	\$119,409.36			
Bookout -	385		\$3,373.64	\$0.00	\$3,373.64			
FGT Usage			\$23,538.75	\$0.00	\$23,538.75			
<b>Total May 2022</b>	<b>438,263</b>	<b>\$0.88</b>	<b>\$377,718.08</b>	<b>\$0.00</b>	<b>\$377,718.08</b>	<b>436,754</b>	<b>\$2.90</b>	<b>\$1,266,951.01</b>
<b>FY2022 to Date Total</b>	<b>3,668,738</b>	<b>\$2.34</b>	<b>\$8,591,877.99</b>	<b>\$0.00</b>	<b>\$8,591,877.99</b>	<b>3,962,792</b>	<b>\$3.00</b>	<b>\$11,887,610.47</b>
Volume Variance % (mmbtu)		-7.4%						
Volume Variance \$(000)		(\$882,107)						
Rate Variance \$(000)		(\$2,413,626)						
Total System Variance YTD		(\$3,295,732)						
Check		(\$3,295,732)						



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 Ray Crooks ray.crooks@disney.com	Remit by wire transfer to: <b>BP Energy Company</b> For the account of:  Account Name: Wire Bank: Wire City/State: Transit/ABA: Account No:	Invoice Number: 21210673 Invoice Date: 04/28/2022 Contract No: 20368 Due By: 05/04/2022  BP Energy Company JPMorgan Chase Bank Columbus, OH 021000021 9102548097

May 2022 Invoice for Natural Gas Swaps and/or Options

Trade Type	Deal ID	Trade Date	Beg Day	End Day	Buy/Sell Call/ Put	Total Volume	UOM	Index/ Fixed	BP Pays			Customer Pays			BP Receives/ (Pays)	
									Price	Basis	Net	Price	Basis	Net		
NG-FP-SWAP	878220	01/11/2018	01	31	S	23,622	MMBTU	NG_NYMEX(NYM 1d)	7.2670	0.0000	7.2670	Fixed Price	2.8900	0.0000	2.8900	\$(103,393.49)
NG-FP-SWAP	998650	04/25/2018	01	31	S	23,839	MMBTU	NG_NYMEX(NYM 1d)	7.2670	0.0000	7.2670	Fixed Price	2.7950	0.0000	2.7950	\$(106,608.00)
Total Swap and Options Amount Due BP (Customer):														USD \$(210,001.49)		

*Michelle Bennett*

04/28/2022 Ok to receive payment

r = revised from previous invoice  
 Direct inquires to NAGPFS1@bp.com  
 Please note: BP will not change/amend BP's banking details without prior separate written notification in addition to the change reflected on the invoice.



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

**Settlement Invoice**

**Reedy Creek Improvement District**

Invoice Date: 28-Apr-22  
 Invoice Nbr: 2245792  
 Cash Settlement Date: 04-May-22  
 Currency: USD

Email: cm\_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
NGK2022										
Swap							Trade ID: 3001011028			
2022-04-27	NGK2022	-5.7009	5.7009		7.267	3.377	27-Apr-22		0.00	221,765.01
NGK2022 TOTAL									0.00	221,765.01
SUB-TOTALS									0.00	221,765.01
TOTAL DUE Reedy Creek Improvement District										USD 221,765.01

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*

04/28/2022 Ok to receive payment

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

Credit Note



<u>Customer Information</u>		<u>Invoice Information</u>
Address: Reedy Creek Improvement District	CITIBANK NA-NEW YORK-WALL STREET-NY BRANCH will remit funds by wire transfer per your banking instructions. Please send an invoice for confirmation of payment.	Invoice 11547991-1
US	Bank: SUN TRUST BANK	Invoice Date: May 02, 2022
Attention: SETTLEMENTS REEDYCREEK	Swift Code/ABA 061000104	Due Date: May 04, 2022
Phone: n/a	Acct. Number: /6215215046213/REEDY CREEK	Citi Katie Payne
Fax: n/a		Phone: 1-212-816-9846
Email: Ray.crooks@disney.com		Fax:
		Email: katie.payne@citi.com

<b>PAYMENT DUE DATE:</b> May 04, 2022
<b>TOTAL DUE Reedy Creek Improvement District :</b> USD -117,044.59 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.

*Michelle Bennett*

05/2/22 Ok to receive payment

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

Credit Note

Swaps										
#	Trade ID	Trade Date	Index 1	Index 2	Delivery Month	Unit	Notional Quantity	Fixed Price	Float Price	Amount Due
1	45075192	06/06/2019	NYMEX NG		May-22	MMBTU	-25296.00	2.64/MMBTU	7.267/MMBTU	-117,044.59
<b>Total Trades 1</b>										<b>Swaps Sub-Total: -117,044.59</b>

<b>PAYMENT DUE DATE:</b>	<b>May 04, 2022</b>
<b>TOTAL DUE Reedy Creek Improvement District :</b>	<b>USD -117,044.59 USD</b>

# J.P.Morgan

<b>Invoice Ref:</b> JPM401298F	<b>Counterparty:</b> Reedy Creek Improvement District 1900 Hotel Boulevard Lake Buena Vista 32830 Florida, United States	<b>Description:</b> Standard Settlement Instructions
<b>Invoice Date:</b> 29-Apr-2022		<b>Pay to:</b> JPMorgan Chase Bank New York CHASUS33 ABA:021000021
<b>From:</b> J.P. Morgan Chase Bank National Association, New York		<b>For a/c:</b> JPMorgan Chase Bank New York 304256374
<b>Telephone:</b> +44 1202 320216		
<b>Fax:</b> +44 808 238 3821		
<b>Email:</b> ebms.settlements.bnfh@jpmorgan.com		
<b>Payment Date:</b> 04-May-2022		

Commodity Type: Nymex

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
09-Jan-2019	8500012F-3ZAQ	Swap	2.673000	-7.267000	01-May-2022	31-May-2022	23,839.00	-109,516.37
10-Apr-2019	85000F9-7TKB6	Swap	2.690000	-7.267000	01-May-2022	31-May-2022	25,296.00	-115,779.79
17-Sep-2019	85000F9-8MA22	Swap	2.505000	-7.267000	01-May-2022	31-May-2022	25,296.00	-120,459.55
14-Jan-2020	85000F9-97YPS	Swap	2.443000	-7.267000	01-May-2022	31-May-2022	25,296.00	-122,027.90
05-Mar-2020	8500012F-46DX	Swap	2.360000	-7.267000	01-May-2022	31-May-2022	48,143.00	-236,237.70
24-Mar-2021	85000F9-CDI1W	Swap	2.687000	-7.267000	01-May-2022	31-May-2022	21,917.00	-100,379.86
<i>Subtotal USD</i>								-804,401.17

**JPMorgan Pays Net ( USD ) -804,401.17**

*Michelle Bennett*

04/29/22 ok to receive payment

## Summary Credit Note

Invoice Date: Apr-28-2022  
Invoice Number: 2090411-1  
Due Date: May-04-2022

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

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

From: Commodities Operations  
Voice: +1 443 627-5166  
Fax: 914-750-0751  
Email: commodfinsettlementsind@morganstanley.com

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

Account: 0579GFAB8

*Michelle Bennett*

Description	Amount Due
Swap	(428,605.814) USD
	<b>(428,605.814) USD</b>
<b>Due Date: May-04-2022</b>	<b>(428,605.81) USD</b>

04/28/2022 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" Apr 27, 2022, You Pay Fixed	47,244 MMBT	Float 7.2670	Fixed 2.90300	(206,172.816) USD
19812341	Nov-08-2018	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Apr 27, 2022, You Pay Fixed	23,839 MMBT	Float 7.2670	Fixed 2.66	(109,826.273) USD
22323376	Dec-08-2020	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Apr 27, 2022, You Pay Fixed	24,087 MMBT	Float 7.2670	Fixed 2.59200	(112,606.725) USD

**Total Due From Morgan Stanley Capital Group Inc. in USD (428,605.81)**

Due Date: May-04-2022





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 Ray Crooks ray.crooks@disney.com	Remit by wire transfer to: <b>BP Energy Company</b> For the account of:  Account Name: Wire Bank: Wire City/State: Transit/ABA: Account No:	Invoice Number: 21215756 Invoice Date: 06/01/2022 Contract No: 20368 Due By: 06/07/2022  <b>BP Energy Company</b> JPMorgan Chase Bank Columbus, OH 021000021 9102548097

May 2022 Invoice for Natural Gas Swaps and/or Options

Trade Type	Deal ID	Trade Date	Beg Day	End Day	Buy/Sell Call/Put	Total Volume	UOM	Index/ Fixed	BP Pays			Customer Pays			BP Receives/ (Pays)	
									Price	Basis	Net	Index/ Fixed	Price	Basis		Net
NG-FP-SSWAP	16421202	07/16/2021	01	31	S	79,670	MMBTU	NG_SoNat_Daily_GD(G as Daily)	7.9816	0.0000	7.9816	Fixed Price	3.2100	0.0000	3.2100	\$(380,153.37)
<b>Total Swap and Options Amount Due BP (Customer):</b>																
<b>USD \$(380,153.37)</b>																

*Michelle Bennett*

6/1/22 Ok to receive payment

r = revised from previous invoice  
 Direct inquires to NAGPFS1@bp.com  
 Please note: BP will not change/amend BP's banking details without prior separate written notification in addition to the change reflected on the invoice.

# J.P.Morgan

<b>Invoice Ref:</b> JPM405911F	<b>Counterparty:</b> Reedy Creek Improvement District 1900 Hotel Boulevard Lake Beuna Vista 32830 Florida, United States	<b>Description:</b> Standard Settlement Instructions
<b>Invoice Date:</b> 02-Jun-2022		<b>Pay to:</b> JPMorgan Chase Bank, N.A, New York CHASUS33 ABA 021000021
<b>From:</b> J.P. Morgan Chase Bank National Association, New York		<b>For a/c:</b> JPMorgan Chase Bank, N.A, New York 304256374
<b>Telephone:</b>		
<b>Fax:</b>		
<b>Email:</b> ebms.settlements.bnth@jpmorgan.com		
<b>Payment Date:</b> 07-Jun-2022		

Commodity Type: GULF COAST GD

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
24-Mar-2021	85000F9-CDIP4	Swap	2.568000	-7.981600	01-May-2022	31-May-2022	26,567.00	-143,823.11
26-Apr-2021	85000F9-CKGYW	Swap	2.670000	-7.981600	01-May-2022	31-May-2022	90,303.00	-479,653.41
<i>Subtotal USD</i>								-623,476.52
<b>JPMorgan Pays Net ( USD )</b>								<b>-623,476.52</b>

*Michelle Bennett*

6/2/22 Ok to receive payment

## Summary Credit Note

Invoice Date: Jun-01-2022  
Invoice Number: 2099614-1  
Due Date: Jun-07-2022

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

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

From: Commodities Operations  
Voice: +1 443 627-5166  
Fax: 914-750-0751  
Email: commodfinsettlementsind@morganstanley.com

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

Account: 0579GFAB8

*Michelle Bennett*

Description	Amount Due
Swap	(81,906.0672) USD
	<b>(81,906.0672) USD</b>
<b>Due Date: Jun-07-2022</b>	<b>(81,906.07) USD</b>

6/1/22 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
22323315	Dec-08-2020	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." May 2-31, 2022, You Pay Fixed	14,942 MMBT	Float 7.9816	Fixed 2.50	(81,906.0672) USD

**Total Due From Morgan Stanley Capital Group Inc. in USD (81,906.07)**

Due Date: Jun-07-2022



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmt D/T:</b> 6/8/2022 12:00:00 AM	<b>Remit to Party:</b> 006924518	<b>Payee:</b> 006924518
<b>Billable Party:</b> 091306597	FLORIDA GAS TRANSMISSION CO LLC	<b>Payee's Bank Account Number:</b> Account # 9600168869
Reedy Creek Improvement District	DISBURSEMENT	<b>Payee's Bank ACH Number:</b> ABA # 041203824
LISA MEARS	P.O. BOX 204032	<b>Payee's Bank Wire Number:</b> ABA # 121000248
P.O. Box 10000	Dallas, TX 75320-4032	<b>Payee's Bank:</b> Wells Fargo Bank NA
		<b>Payee's Name:</b> FLORIDA GAS TRANSMISSION CO LLC
		<b>DISBURSEMENT</b>
		<b>Contact Name:</b> Sharon Pyburn
		<b>Contact Phone:</b> (713) 989-2093
Lake Buena Vista, FL 32830		

<b>Svc Req Name:</b> Reedy Creek Improvement District	<b>Invoice Date:</b> 6/10/2022	<b>Invoice Total Amount:</b> \$3,208.76
<b>Svc Req:</b> 091306597	<b>Sup Doc Ind:</b> Shipper Imbalance	<b>Invoice Identifier:</b> 000393164
<b>Svc Req K:</b> 3631	<b>Charge Indicator:</b> Bill on Deliveries	<b>Account Number:</b> 1000038860
<b>Svc Code:</b> FTS-2	<b>Prev Inv ID:</b>	<b>Net Due Date:</b> 06/20/2022
<b>Invoice Type:</b> COMMODITY		

**Begin Transaction Date:** 5/1/2022      **End Transaction Date:** 5/31/2022      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 Disc	Net Rate	Quantity	Amount Due	Date Range	TT
1			16174	Reedy Creek Resid		MARKET								
		Transportation Commodity					COT	\$0.0207	\$0.0000	\$0.0207	24,780	\$512.95	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	24,780	\$29.74	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	24,780	\$574.90	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	24,780	\$337.01	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	24,780	(\$4.96)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	24,780	\$7.43	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	24,780	(\$205.67)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	24,780	\$106.55	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	24,780	\$37.17	1-31	
												\$1,395.11		
2			16175	Reedy Creek Theme		MARKET								
		Transportation Commodity					COT	\$0.0207	\$0.0000	\$0.0207	26,329	\$545.01	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	26,329	\$31.59	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	26,329	\$610.83	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	26,329	\$358.07	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	26,329	(\$5.27)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	26,329	\$7.90	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	26,329	(\$218.53)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	26,329	\$113.21	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	26,329	\$39.49	1-31	
												\$1,482.32		
3			16257	Reedy Creek Gen		MARKET								
		Transportation Commodity					COT	\$0.0207	\$0.0000	\$0.0207	5,885	\$121.82	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	5,885	\$7.06	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	5,885	\$136.53	1-31	

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.



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmt DT:</b> 6/8/2022 12:00:00 AM	<b>Remit to Party:</b> 006924518	<b>Payee:</b> 006924518
<b>Billable Party:</b> 091306597	FLORIDA GAS TRANSMISSION CO LLC	<b>Payee's Bank Account Number:</b> Account # 9600168869
Reedy Creek Improvement District	DISBURSEMENT	<b>Payee's Bank ACH Number:</b> ABA # 041203824
LISA MEARS	P.O. BOX 204032	<b>Payee's Bank Wire Number:</b> ABA # 121000248
P.O. Box 10000	Dallas, TX 75320-4032	<b>Payee's Bank:</b> Wells Fargo Bank NA
		<b>Payee's Name:</b> FLORIDA GAS TRANSMISSION CO LLC
		DISBURSEMENT
		<b>Contact Name:</b> Sharon Pyburn
		<b>Contact Phone:</b> (713) 989-2093

<b>Svc Req Name:</b> Reedy Creek Improvement District	<b>Invoice Date:</b> 6/10/2022	<b>Invoice Total Amount:</b> \$3,208.76
<b>Svc Req:</b> 091306597	<b>Sup Doc Ind:</b> Shipper Imbalance	<b>Invoice Identifier:</b> 000393164
<b>Svc Req K:</b> 3631	<b>Charge Indicator:</b> Bill on Deliveries	<b>Account Number:</b> 1000038860
<b>Svc Code:</b> FTS-2	<b>Prev Inv ID:</b>	<b>Net Due Date:</b> 06/20/2022
<b>Invoice Type:</b> COMMODITY		

**Begin Transaction Date:** 5/1/2022      **End Transaction Date:** 5/31/2022      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 Disc	Net Rate	Quantity	Amount Due	Date Range	TT
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	5,885	\$80.04	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	5,885	(\$1.18)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	5,885	\$1.77	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	5,885	(\$48.85)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	5,885	\$25.31	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	5,885	\$8.83	1-31	
												\$331.33		

**Invoice Total Amount:** 56,994      **\$3,208.76**

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.



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmnt D/T:</b> 6/8/2022 12:00:00 AM	<b>Remit to Party:</b> 006924518	<b>Payee:</b> 006924518
<b>Billable Party:</b> 091306597	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	<b>Payee's Bank Account Number:</b> Account # 9600168869
Reedy Creek Improvement District LISA MEARS P.O. Box 10000	<b>Remit Addr:</b> P.O. BOX 204032 Dallas, TX 75320-4032	<b>Payee's Bank ACH Number:</b> ABA # 041203824 <b>Payee's Bank Wire Number:</b> ABA # 121000248
Lake Buena Vista, FL 32830		<b>Payee's Bank:</b> Wells Fargo Bank NA <b>Payee's Name:</b> FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
		<b>Contact Name:</b> Sharon Pyburn <b>Contact Phone:</b> (713) 989-2093

<b>Svc Req Name:</b> Reedy Creek Improvement District	<b>Invoice Date:</b> 6/10/2022	<b>Invoice Total Amount:</b> \$20,327.40
<b>Svc Req:</b> 091306597	<b>Sup Doc Ind:</b> Shipper Imbalance	<b>Invoice Identifier:</b> 000393205
<b>Svc Req K:</b> 5114	<b>Charge Indicator:</b> Bill on Deliveries	<b>Account Number:</b> 1000038860
<b>Svc Code:</b> FTS-1	<b>Prev Inv ID:</b>	<b>Net Due Date:</b> 06/20/2022
<b>Invoice Type:</b> COMMODITY		

**Begin Transaction Date:** 5/1/2022      **End Transaction Date:** 5/31/2022      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 Disc	Net Rate	Quantity	Amount Due	Date Range	TT
1			16174	Reedy Creek Resid		MARKET								
		Transportation Commodity					COT	\$0.0207	\$0.0000	\$0.0207	30,829	\$638.16	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	30,829	\$36.99	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	30,829	\$715.23	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	30,829	\$419.27	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	30,829	(\$6.17)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	30,829	\$9.25	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	30,829	(\$255.88)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	30,829	\$132.56	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	30,829	\$46.24	1-31	
												\$1,735.67		
2			16175	Reedy Creek Theme		MARKET								
		Transportation Commodity					COT	\$0.0207	\$0.0000	\$0.0207	30,828	\$638.14	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	30,828	\$36.99	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	30,828	\$715.21	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	30,828	\$419.26	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	30,828	(\$6.17)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	30,828	\$9.25	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	30,828	(\$255.87)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	30,828	\$132.56	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	30,828	\$46.24	1-31	
												\$1,735.62		
3			16257	Reedy Creek Gen		MARKET								
		Transportation Commodity					COT	\$0.0207	\$0.0000	\$0.0207	21,390	\$442.77	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	21,390	\$25.67	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	21,390	\$496.25	1-31	

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

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmt D/T:</b> 6/8/2022 12:00:00 AM	<b>Remit to Party:</b> 006924518	<b>Payee:</b> 006924518
<b>Billable Party:</b> 091306597	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	<b>Payee's Bank Account Number:</b> Account # 9600168869
Reedy Creek Improvement District LISA MEARS P.O. Box 10000	<b>Remit Addr:</b> P.O. BOX 204032 Dallas, TX 75320-4032	<b>Payee's Bank ACH Number:</b> ABA # 041203824 <b>Payee's Bank Wire Number:</b> ABA # 121000248
Lake Buena Vista, FL 32830		<b>Payee's Bank:</b> Wells Fargo Bank NA <b>Payee's Name:</b> FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
		<b>Contact Name:</b> Sharon Pyburn <b>Contact Phone:</b> (713) 989-2093

<b>Svc Req Name:</b> Reedy Creek Improvement District	<b>Invoice Date:</b> 6/10/2022	<b>Invoice Total Amount:</b> \$20,327.40
<b>Svc Req:</b> 091306597	<b>Sup Doc Ind:</b> Shipper Imbalance	<b>Invoice Identifier:</b> 000393205
<b>Svc Req K:</b> 5114	<b>Charge Indicator:</b> Bill on Deliveries	<b>Account Number:</b> 1000039860
<b>Svc Code:</b> FTS-1	<b>Prev Inv ID:</b>	<b>Net Due Date:</b> 06/20/2022
<b>Invoice Type:</b> COMMODITY		

Begin Transaction Date: 5/1/2022 End Transaction Date: 5/31/2022 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 Disc	Net Rate	Quantity	Amount Due	Date Range	TT
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	21,390	\$290.90	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	21,390	(\$4.28)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	21,390	\$6.42	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	21,390	(\$177.54)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	21,390	\$91.98	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	21,390	\$32.09	1-31	
												\$1,204.26		
4		Transportation Commodity	61237	Kissimmee Cane Island	MARKET		COT	\$0.0207	\$0.0000	\$0.0207	278,008	\$5,754.77	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0012	\$0.0000	\$0.0012	278,008	\$333.61	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0232	\$0.0000	\$0.0232	278,008	\$6,449.79	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0136	\$0.0000	\$0.0136	278,008	\$3,780.91	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0002)	\$0.0000	(\$0.0002)	278,008	(\$55.60)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0003	\$0.0000	\$0.0003	278,008	\$83.40	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	(\$0.0083)	\$0.0000	(\$0.0083)	278,008	(\$2,307.47)	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	\$0.0043	\$0.0000	\$0.0043	278,008	\$1,195.43	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0015	\$0.0000	\$0.0015	278,008	\$417.01	1-31	
												\$15,651.85		

Invoice Total Amount: 361,055 \$20,327.40

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.





# MERCURIA

Date: 22 April 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. 17419824 (Transaction No. 17419824 ))

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:

<b>Trade Date:</b>	21 April 2022
<b>Transaction Type:</b>	Physical Firm Natural Gas
<b>Seller:</b>	Mercuria Energy America, LLC
<b>Buyer:</b>	Reedy Creek Improvement District
<b>Contract Quantity per Day:</b>	5,109 MMBtu per Day
<b>Total Contract Quantity:</b>	158,379 Total MMBtu
<b>Delivery Period:</b>	Each Day from and including 01 May 2022 to and including 31 May 2022
<b>Delivery Point:</b>	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 \$0.0050 USD per MMBtu

**Offices:** 20 East Greenway Plaza, Suite 650  
Houston, TX 77046  
United States  
[PhysConfirmsNA@mercuria.com](mailto: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**

*Stuart Suttor*

Name: Stuart Suttor

Name: Michelle Bennett

Title: Sr. Energy Analyst

Date: 4/22/22

Trade Ref: 17419824

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 4/21/2022  
Transaction Confirmation #: 3049

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated 10/27/2021. The terms of this Transaction Confirmation are binding unless disputed by ECS or in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

Radiate Energy LLC  
3401 NW 98th Street Suite B  
Gainesville, FL 32606  
Attn: Confirmations  
Phone:  
Fax:  
Email: Confirmations@RadiateEnergy.com  
Base Contract No.

**BUYER:**

Reedy Creek Improvement District  
5300 Center Dr.  
Lake Buena Vista, FL 32830  
Attn: Michelle Bennett - Senior Energy Analyst  
Phone: (407) 560-6050  
Fax:  
Email: Michelle.m.bennett@disney.com  
Base Contract No.

Contract Price: Florida Gas, Zone 3 GDA plus \$0.0000 per MMBtu

Delivery Period:                      Begin: 5/1/2022                      End: 5/31/2022

**Performance Obligation and Contract Quantity:**

**Type of Transaction:** Firm

**Contract Quantity:** 476 MMBtus/day

**Delivery Point(s):** FGT GSPL St Helena 10109

**Special Conditions:**

Seller: Radiate Energy LLC

Buyer: Reedy Creek Improvement District

Buyer: Michelle Bennett

By: Andy Seltzer

By: Michelle Bennett

Title: Chief Operating Officer

Title: Sr. Energy Analyst

Date: 4/26/2022

Date: 4/27/2022

**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.

<b>Term &amp; Price</b>	Non-Firm Energy May 01, 2022 HE08-HE23 20 MW(minus losses) @ \$50.00 per MWh HE24 20 MW(minus losses) @ \$44.00 per MWh
<b>Daily Total:</b>	335 MWh, \$17,268.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

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.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

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*

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

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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

**May 01, 2022**  
**335mws @ \$17,258.00**

**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  
May 01, 2022 through May 02, 2022  
HE01-HE07 & HE24 30 MW(minus losses) @ \$44.00 per MWh

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

**Deal Total:**                      474MWH, \$20,856.00

**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, and delivery terms.

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.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.



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

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

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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

**May 01-02, 2022**  
**474mws @ \$20,856.00**

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

May 05, 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.

- |                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>May 05, 2022<br>HE10-HE12 20 MW(minus losses) @ \$58.00 per MWh  |
| <b>Daily Total:</b>        | 89 MWh, \$5,162.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

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.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
May 5, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached May 5, 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 05, 2022.

Accepted and agreed upon this day of May 5<sup>th</sup>, 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

May 05, 2022  
**89mws @ \$5,162.00**

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

May 06, 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.

<b>Term &amp; Price</b>	Non-Firm Energy May 07, 2022 through May 09, 2022 HE1-HE7 & HE24 30 MW(minus losses) @ \$58.00 per MWh
<b>Daily Total:</b>	237 MWh, \$13,746.00
<b>Deal Total:</b>	711 MWh, \$41,238.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

Reedy Creek Improvement District

May 6, 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.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
May 6, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached May 6, 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 09, 2022.

Accepted and agreed upon this day of May 6<sup>th</sup>, 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

**May 07-09, 2022**  
**711mws @ \$41,238.00**

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

May 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.

<b>Term &amp; Price</b>	Non-Firm Energy May 13, 2022 HE1-HE7 & HE24 10 MW(minus losses) @ \$45.00 per MWh
<b>Daily Total:</b>	79 MWh, \$3,555.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.



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.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
May12, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached May 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. May 13, 2022.

Accepted and agreed upon this day of May 12<sup>th</sup>, 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

May 13, 2022  
**79mws @ \$3,555.00**

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

May 13, 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.

<b>Term &amp; Price</b>	Non-Firm Energy May 14, 2022 through May 15, 2022 HE1-HE7 & HE24 20 MW(minus losses) @ \$50.00 per MWh HE8-HE12 & HE23 20MW(minus losses) @ \$54.00 per MWh
<b>Daily Total:</b>	276 MWh, \$14,272.00
<b>Deal Total:</b>	552 MWh, \$28,544.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

Reedy Creek Improvement District

May 13, 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.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
May 13, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached May 13, 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 16, 2022.

Accepted and agreed upon this day of May 13<sup>th</sup>, 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

**May 14 & 15, 2022**  
**552mws @ \$28,544.00**

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

May 16, 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.

<b>Term &amp; Price</b>	Non-Firm Energy May 17, 2022 HE1-HE7 & HE24 20 MW(minus losses) @ \$58.00 per MWh
<b>Daily Total:</b>	158 MWh, \$9,164.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

Reedy Creek Improvement District

May 16, 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.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
May 16, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached May 16, 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 17, 2022.

Accepted and agreed upon this day of May 16<sup>th</sup>, 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

**May 17, 2022**  
**158mws @ \$9,164.00**



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

May 13, 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.

<b>Term &amp; Price</b>	Non-Firm Energy May 16, 2022 HE1-HE7 & HE24 40 MW(minus losses) @ \$50.00 per MWh HE8-HE12 & HE23 40MW(minus losses) @ \$54.00 per MWh
<b>Daily Total:</b>	552 MWh, \$28,548.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

Reedy Creek Improvement District

May 13, 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.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
May 13, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached May 13, 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 16, 2022.

Accepted and agreed upon this day of May 13<sup>th</sup>, 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

**May 16, 2022**  
**552mws @ \$28,548.00**



## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transaction 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 #:** 175521  
**Transaction Date:** 05/11/2022

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

**Delivery Point:** FGT West Leg  
**Start Date:** 5/12/2022  
**End Date:** 5/12/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
5/12/2022	5/12/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 Fdt Com	500 MMBtu	FL Gas Zn3 Fdt Com + \$0.32/MMBtu

**Special Conditions:**

MIchelleB

**Gas South, LLC**

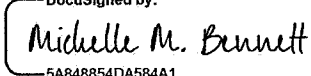
By: g camp  
g camp [Mjy 11, 2022 13:29 EDT]

Name: g camp

Title:

Date: May 12, 2022

**RCID**

By:   
5A848854DA584A1...

Michelle M. Bennett

Name: Sr. Energy Analyst

Title:

Date: 5/16/2022






# 05\_2022\_RCID\_Z175521

Final Audit Report

2022-05-12

Created:	2022-05-12
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGcC1Ay28JW5t3RkmWteELBT4H7B1BUTy

## "05\_2022\_RCID\_Z175521" History

-  Document created by Nicholas Ganey (nicholas.ganey@gassouth.com)  
2022-05-12 - 2:24:46 PM GMT
-  Document emailed to g camp (garth.camp@gassouth.com) for signature  
2022-05-12 - 2:25:19 PM GMT
-  Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-12 - 5:28:32 PM GMT
-  Document e-signed by g camp (garth.camp@gassouth.com)  
Signature Date: 2022-05-12 - 5:29:06 PM GMT - Time Source: server
-  Agreement completed.  
2022-05-12 - 5:29:06 PM GMT



## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transaction 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 #:** 175935  
**Transaction Date:** 05/12/2022

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

**Delivery Point:** FGT West Leg  
**Start Date:** 5/13/2022  
**End Date:** 5/16/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
5/13/2022	5/16/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 Fdt Com	500 MMBtu	FL Gas Zn3 Fdt Com + \$0.32/MMBtu

**Special Conditions:**

MIchelleB

**Gas South, LLC**

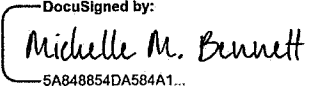
By: g camp  
g camp (May 13, 2022 12:03 EDT)

Name: g camp

Title:

Date: May 13, 2022

**RCID**

By:   
5A848854DA584A1...

Michelle M. Bennett

Name: Sr. Energy Analyst

Title:

Date: 5/16/2022



# 05\_2022\_RCID\_Z175935

Final Audit Report


2022-05-13


Created:	2022-05-13
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYkAxdO10FBMkJTT0m7XLtSz6i7aLiE36


## "05\_2022\_RCID\_Z175935" History

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2022-05-13 - 2:33:00 PM GMT

 Document emailed to g camp (garth.camp@gassouth.com) for signature  
2022-05-13 - 2:33:29 PM GMT

 Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-13 - 2:33:34 PM GMT

 Document e-signed by g camp (garth.camp@gassouth.com)  
Signature Date: 2022-05-13 - 4:03:56 PM GMT - Time Source: server

 Agreement completed.  
2022-05-13 - 4:03:56 PM GMT



## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transaction 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 #:** 176123  
**Transaction Date:** 05/16/2022

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

**Delivery Point:** FGT West Leg  
**Start Date:** 5/17/2022  
**End Date:** 5/17/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
5/17/2022	5/17/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 Fdt Com	500 MMBtu	FL Gas Zn3 Fdt Com + \$0.32/MMBtu

**Special Conditions:**

MIchelleB

**Gas South, LLC**

By: g camp  
g camp (May 25, 2022 16:21 EDT)

Name: g camp

Title:

Date: May 25, 2022

**RCID**

By:

Name:

Title:

Date:








# 05\_2022\_RCID\_Z176123

Final Audit Report

2022-05-25

Created:	2022-05-17
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEa5RMFw79hyfmbjPsksyUPbW9uH66TDm

## "05\_2022\_RCID\_Z176123" History

-  Document created by Nicholas Ganey (nicholas.ganey@gassouth.com)  
2022-05-17 - 12:57:24 PM GMT
-  Document emailed to g camp (garth.camp@gassouth.com) for signature  
2022-05-17 - 12:57:49 PM GMT
-  Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-17 - 12:57:56 PM GMT
-  New document URL requested by g camp (garth.camp@gassouth.com)  
2022-05-25 - 8:02:16 PM GMT
-  Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-25 - 8:21:01 PM GMT
-  Document e-signed by g camp (garth.camp@gassouth.com)  
Signature Date: 2022-05-25 - 8:21:26 PM GMT - Time Source: server
-  Agreement completed.  
2022-05-25 - 8:21:26 PM GMT



## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transaction 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 #:** 176301  
**Transaction Date:** 05/18/2022

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

**Delivery Point:** FGT West Leg  
**Start Date:** 5/19/2022  
**End Date:** 5/19/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
5/19/2022	5/19/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 Fdt Com	500 MMBtu	FL Gas Zn3 Fdt Com + \$0.44/MMBtu

**Special Conditions:**

MIchelleB

**Gas South, LLC**

By: g camp  
g camp (May 25, 2022 16:26 EDT)

Name: g camp

Title:

Date: May 25, 2022

**RCID**

By:

Name:

Title:

Date:








# 05\_2022\_RCID\_Z176301

Final Audit Report

2022-05-25

Created:	2022-05-18
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_9EEQgZr5yINMLjxx17wJ05dcSO4MMZj

## "05\_2022\_RCID\_Z176301" History

-  Document created by Nicholas Ganey (nicholas.ganey@gassouth.com)  
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-  Document emailed to g camp (garth.camp@gassouth.com) for signature  
2022-05-18 - 5:38:29 PM GMT
-  Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-18 - 5:38:39 PM GMT
-  New document URL requested by g camp (garth.camp@gassouth.com)  
2022-05-25 - 8:03:26 PM GMT
-  Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-25 - 8:25:29 PM GMT
-  Document e-signed by g camp (garth.camp@gassouth.com)  
Signature Date: 2022-05-25 - 8:26:04 PM GMT - Time Source: server
-  Agreement completed.  
2022-05-25 - 8:26:04 PM GMT





## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transaction 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 #:** 176806  
**Transaction Date:** 05/19/2022

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

**Delivery Point:** FGT West Leg  
**Start Date:** 5/20/2022  
**End Date:** 5/20/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
5/20/2022	5/20/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 FDt Com	500 MMBtu	FL Gas Zn3 FDt Com + \$0.475/MMBtu

**Special Conditions:**

MIchelleB



**Gas South, LLC**

By: g camp  
g camp (May 25, 2022 16:08 EDT)

Name: g camp

Title:

Date: May 25, 2022

**RCID**

By:

Name:

Title:

Date:






# 05\_2022\_RCID\_Z176806

Final Audit Report

2022-05-25

Created:	2022-05-20
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASOg7PRi05krXj3zbU2OppmAuqs37U3an

## "05\_2022\_RCID\_Z176806" History

-  Document created by Nicholas Ganey (nicholas.ganey@gassouth.com)  
2022-05-20 - 3:55:49 PM GMT
-  Document emailed to g camp (garth.camp@gassouth.com) for signature  
2022-05-20 - 3:57:36 PM GMT
-  Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-20 - 3:57:44 PM GMT
-  Document e-signed by g camp (garth.camp@gassouth.com)  
Signature Date: 2022-05-25 - 8:08:31 PM GMT - Time Source: server
-  Agreement completed.  
2022-05-25 - 8:08:31 PM GMT



## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transaction 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 #:** 176808  
**Transaction Date:** 05/19/2022

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

**Delivery Point:** FGT West Leg  
**Start Date:** 5/21/2022  
**End Date:** 5/23/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
5/21/2022	5/23/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 FDt Com	1000 MMBtu	FL Gas Zn3 FDt Com + \$0.475/MMBtu

**Special Conditions:**

MichelleB

**Gas South, LLC**

By:

g camp  
g camp (May 25, 2022 16:08 EDT)

Name: g camp

Title:

Date: May 25, 2022

**RCID**

By:

Name:

Title:

Date:






# 05\_2022\_RCID\_Z176808

Final Audit Report

2022-05-25

Created:	2022-05-20
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY7HdcvA-U7rqV-uJhZmG-oKYAqwKcXMm

## "05\_2022\_RCID\_Z176808" History

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-  Document emailed to g camp (garth.camp@gassouth.com) for signature  
2022-05-20 - 3:58:22 PM GMT
-  Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-20 - 3:58:28 PM GMT
-  Document e-signed by g camp (garth.camp@gassouth.com)  
Signature Date: 2022-05-25 - 8:08:56 PM GMT - Time Source: server
-  Agreement completed.  
2022-05-25 - 8:08:56 PM GMT



## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transaction 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 #:** 177598  
**Transaction Date:** 05/24/2022

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

**Delivery Point:** FGT West Leg  
**Start Date:** 5/25/2022  
**End Date:** 5/25/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
5/25/2022	5/25/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 Fdt Com	500 MMBtu	FL Gas Zn3 Fdt Com + \$0.52/MMBtu

**Special Conditions:**

MIchelleB

**Gas South, LLC**

By: g camp  
g camp (M 25, 2022 16:34 EDT)

Name: g camp

Title:

Date: May 25, 2022

**RCID**

By:

Name:

Title:

Date:






# 05\_2022\_RCID\_Z177598

Final Audit Report

2022-05-25

Created:	2022-05-25
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6JQdSUI6AtCplX2y90TdbNbqBBkQPWcz

## "05\_2022\_RCID\_Z177598" History

-  Document created by Nicholas Ganey (nicholas.ganey@gassouth.com)  
2022-05-25 - 2:47:33 PM GMT
-  Document emailed to g camp (garth.camp@gassouth.com) for signature  
2022-05-25 - 2:47:58 PM GMT
-  Email viewed by g camp (garth.camp@gassouth.com)  
2022-05-25 - 8:13:41 PM GMT
-  Document e-signed by g camp (garth.camp@gassouth.com)  
Signature Date: 2022-05-25 - 8:14:04 PM GMT - Time Source: server
-  Agreement completed.  
2022-05-25 - 8:14:04 PM GMT





**REEDY CREEK  
IMPROVEMENT DISTRICT**

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

## **MEMORANDUM**

**DATE: June 9, 2022**

**TO: John Classe**

**FROM: C. Michael Crikis**

**SUBJECT: Monthly Report for May 2022**

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

### Regulatory Activities – sampling and testing

- 448 sites were visited.
- 1,474 samples were collected or delivered.
- 3,161 tests were assigned.
- Solid and Chemical Materials Proficiency Testing samples in the categories of Metals and Inorganic Chemistry were analyzed, results were submitted for evaluation, and evaluation results were received with a 95% successful completion. Non-Potable Water Proficiency Testing samples were received for the General Chemistry and Metals analyses.

### Mosquitoes Monitoring

- 178 traps were set up in 36 locations.
- 28,648 mosquitoes were collected and identified.
- Despite the slight increase in rainfall, dry conditions throughout the month resulted in a decrease in overall mosquito populations.

### Meetings and Educational Sessions Participation

- Attended FAB FL Association of Aquatic Biologists Annual Meeting & Workshop in Gainesville, FL.
- Attended the public meeting on the Framework for TMDL Prioritization 2.0 hosted by the Florida Department of Environmental Protection.

- Attended the South Florida Water Management District Flood Impact Assessment Tool (FIAT) Workshop.

#### Anniversary

- No Anniversaries

CC: RCID Pollution Control Board

# **Human Resources**

## **June 2022**

### **Open Positions**

- *Fire Dept.*
  - Driver Operator (Internal) – Assessments in progress
  - Lieutenant (Internal) – Assessments in progress
  - Firefighter/Paramedic – Accepting applications
- *Technology Services*
  - Sr. Systems Administrator – Onbase – Accepting applications
  - IT Program Manager – Interviews in progress
- *Building & Safety*
  - Electrical Plans Examiner – Accepting applications
  - Mechanical Inspector – Accepting applications
  - Service Call Technician (2) – Accepting applications
- *Planning & Engineering*
  - Director – Planning & Engineering – Interviews in progress

### **Filled Positions:**

- *Procurement*
  - Sr. Procurement Analyst – New Hire Starts 7/11/22
  - Sr. Procurement Analyst – New Hire Starts 7/11/22
- *Finance*
  - Accountant – Utility Billing – Offer in process

### **Resignations/Retirements**

- *Bob Sierra – Lieutenant – Fire Dept – Retirement effective 6/30/22*



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

**To:** John Classe  
**From:** Michael Rickabaugh  
**Subject:** Monthly Report – May, 2022  
**Department:** Building & Safety

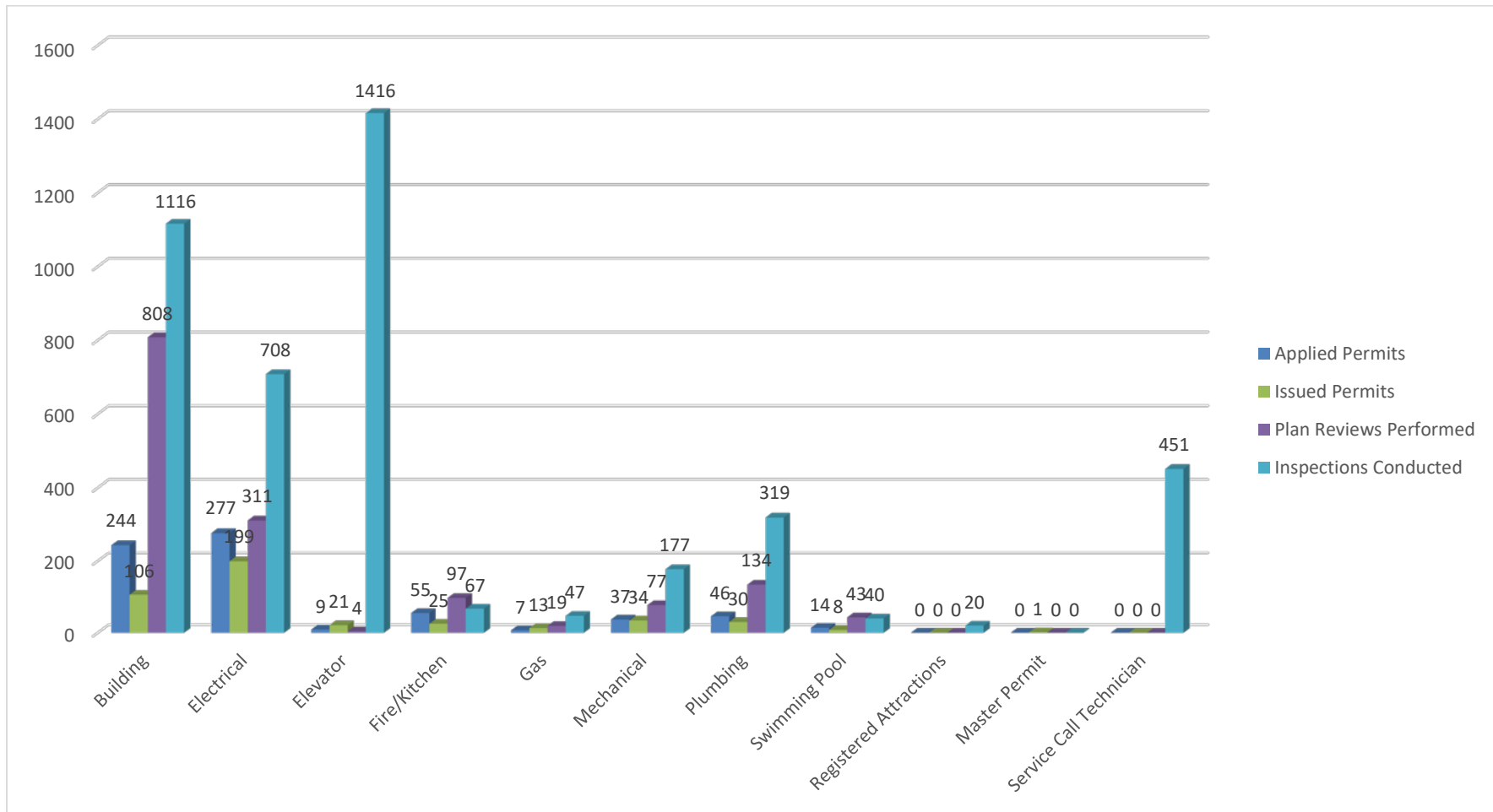
**June 14, 2022**

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**Regulatory Activities:**

- Certificate of Construction Completion Issued:
  - C2 Hotel
  - Contemporary South Garden Wing Suite Renovation - Fiber Optic Cabling
  - DEG Rooftop Units and Ductwork Installation
  - Fantasmic Performance Island Lighting Upgrades
  - FW Loop 2000 Comfort Station A AC and Boiler Replacement
  - Hollywood Studios Main Entrance Digital Sign Installation
  - Monorail Bldg Electrical Modification
  - Project G 202-1
  - Raglan Road Sign Installation
  - TTC South Ferry Boat Landing Dock Modifications
  - Verizon Telecom Site DAS Power Service Upgrade
  - Walgreens Roof Re-Roof
  - Wilderness Lodge Fiber Installation to Rooms

<b>Division</b>	<b>Applied Permits</b>	<b>Issued Permits</b>	<b>Plan Reviews Performed</b>	<b>Inspections Conducted</b>
Building	244	106	808	1116
Electrical	277	199	311	708
Elevator	9	21	4	1416
Fire/Kitchen	55	25	97	67
Gas	7	13	19	47
Mechanical	37	34	77	177
Plumbing	46	30	134	319
Swimming Pool	14	8	43	40
Registered Attractions	0	0	0	20
Master Permit	0	1	0	0
Service Call Technician	0	0	0	451
<b>Total</b>	<b>689</b>	<b>437</b>	<b>1493</b>	<b>4361</b>



**Celebrations:**

- Work Anniversaries:
  - Mario Garcia – 17 years, Electrical Inspector Senior
  - Chris Shourds – 18 years, Chief Electrical Inspector

**PLANNING & ENGINEERING**

**DEPARTMENT**

**MAY 2022**

**ACTIVITY REPORT**

**SUBMITTED BY**

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



## **REGULATORY REVIEWS**

### **BUILDING PERMIT REVIEW**

- Reviewed 111 / Approved 98
- Awaiting Approval - 13

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

DoubleTree Suites by Hilton Orlando – Disney Springs

- Awaiting Site Plan submittal.

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, response received 5/12/22, 5/16/22 and 5/20/22. Under review.

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, response received 5/26/22. Under review.

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. These issues have been resolved.

## **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. SFWMD issued RAI 5/4/22. RAI response sent to SFWMD 5/13/22.

### **Blizzard Beach**

- Revision warranted need for SFWMD permit.
- Submitted to SFWMD 4/18/22, deemed complete, awaiting permit issuance.

### **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, response received 5/2/22, under review.

### **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, deemed complete, awaiting permit issuance.

### **PVR Project B – Realignment of Seven Seas Drive**

- Project set up 11/19/21, initial submittal received 12/17/21. RAI #1 issued 12/27/21, awaiting response.
- Alternate alignment submitted on 2/25/22, updated plans submitted on 5/9/22.

### **Project C – Grand Floridian Employee Parking Lot**

- Project set up 3/17/22, initial submittal received 3/17/22. RAI #1 issued 3/22/22, response received 4/26/22. RAI #2 issued 4/28/22.

## **SITE CIVIL REVIEW**

### 403 Basin EC Area Development – Pkg. 5 – Pkg. 6 Completion

- Project set up 4/9/20, initial submittal received 3/19/22, revised submittal received 5/20/22. RAI #1 issued 5/31/22, awaiting response.

### AK Tilting Bridge Gate Mods

- Initial submittal received 2/2/22. RAI #1 issued 2/9/22, response received 5/10/22. RAI #2 issued 5/17/22.

### 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.

### CFPL Pipeline Replacement

- Project setup 3/31/22, initial submittal received 5/12/22. RAI #1 issued 5/18/22.

### DAKL Hay Trailer Storage Yard

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

### Disney Springs Guest Flow Temp. Tent

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

### DoubleTree Suites by Hilton

- Project set up 4/4/22, initial submittal received 4/25/22. RAI #1 issued 5/23/22.

### Epcot BOH Parking – Phase 2

- Project set up 10/15/19, initial submittal received 1/6/22, initial resubmittal 1/28/22. RAI #1 issued 2/8/22, response received 4/12/22. RAI #2 issued 5/17/22, response received 5/18/22. RAI #3 issued 5/20/22, response received 5/23/22.
- Site Civil Approval issued 5/25/22.

### Fort Wilderness Campgrounds Comm. Upgrades

- Initial submittal received 5/3/22. RAI #1 issued 5/9/22.

### Greenleaf

- Initial submittal received 2/22/22. RAI #1 issued 3/3/22, response received 5/17/22. RAI #2 issued 5/25/22.

### MK Splash Mountain BOH Compactor Pad

- Initial submittal received 4/8/22. RAI #1 issued 4/15/22. RAI #2 issued 4/29/22.
- Site Civil Approval issued 5/16/22.

### 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.

### MK Splash Mountain BOH Compactor Pad

- Initial submittal received 4/8/22. RAI #1 issued 4/15/22. RAI #2 issued 4/29/22.
- Site Civil Approval issued 5/16/22.

### 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**

- Two (2) dewatering application reviewed & approved
- One (1) dewatering setup were inspected & approved for use

## **RIGHT OF WAY PERMITS ISSUED**

Permit #1839 Summit Broadband Vertical Marker Removals

- Received 11/17/21, Issued 5/06/22

Permit #1840 WDW- Buena Vista & Western

- Received 4/29/22, Issued 5/10/22

Permit #1841 C2 Hotel Epcot Resorts Blvd MOT

- Received 5/12/22, Issued 5/12/22

Permit #1842 Yacht and Beach Club Resort MOT

- Received 5/04/22, Issued 5/13/22

Permit #1843 Black Lake Drury Plaza Hotel North Entrance MOT

- Received 1/26/22, Issued 5/17/22

Permit #1844 Special Olympics Torch Run

- Received 5/19/22, Issued 5/19/22

Permit #1845 Smart City Fiber Pull along C-1 Canal

- Received 3/31/22, Issued 5/23/22

Permit #1846 Smart City Hotel Plaza Blvd Manhole MOT

- Received 5/13/22, Issued 5/25/22

## **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.

### Grand Royal Hotel

- Letter sent to developer on 10/26/21. Initial submittal received 11/1/21.
- SFWMD permit issued 5/1/22, updated plans and Drainage Report submitted 5/11/22. RAI issued 5/16/22.
- Working on draft drainage agreement.

### 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.
- Prepared draft drainage agreement and set for legal review 5/19/22.

### 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.
- 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.
- RAI issued 4/13/22, response received on 4/25/22.
- Prepared draft drainage agreement and sent agreement to Grantee on 5/11/22.

### 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.

## **TRIBUTARY BASIN REVIEW (CONTINUED)**

### Reams Road Widening

- Project setup 5/24/22, initial submittal received 5/24/22.

### 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.
- Received updated Drainage Report on 5/19/22.

### 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.
- Received updated plans and Drainage Report on 5/19/22, working on draft drainage agreement.

### Storey Grove

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

## **TRIBUTARY BASIN REVIEW (CONTINUED)**

### Visitor's Plaza Overflow Parking

- Sent initial contact letter on 5/17/22.

### 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.
- Draft drainage agreement sent to Grantee on 5/5/22.

### 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.
- Draft drainage agreement sent to Grantee on 5/5/22.

### 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.
- Legal counsel sent letter on 5/16/22 on status of application.



## 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 Lift Station Rehab
- Bailey Bridge
- Best Friend's Addition
- Blizzard Beach Conveyor
- Car Care to Epcot
- Celebration C8 Parcel
- Celebration Colburn
- Celebration Creation Kids
- Celebration Island Village Project
- Celebration Parking Lot
- Celebration Pointe
- DHS BOH Gate
- DS Greenleaf
- Drury Hotel
- Epcot
  - NW Laydown
  - Canal Modification Project
  - Project G Pkg 1, Pkg 2, Pkg 3, Pkg 8; Pkg 5; 217
- Epcot Center Drive Bridge Re-decking
- Flamingo Crossings Advent Health
- Flamingo Crossings College Housing West
- Flamingo Crossings Dunking Donuts
- Flamingo Crossings Hash House A Go Go
- Flamingo Crossings Ped Bridges
- Flamingo Crossings Simply Capri
- Flamingo Crossings Town Center Ph1
- Flamingo Crossings Town Center Pond Trail
- Flamingo Crossings Wendy's
- GF Laydown
- Magnolia Golf Course Redevelopment
- MK 2
- NSA Fiber
- Project Tacos
- RCID Fiber Expansion
- Splash Mountain Compactor Pad
- TL Storm Pipe Repair
- Waterstar
- RCES Well Inspection Project
- 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.
  - 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. The pavement section of Hartzog Road starting at approximately the driveway entrance to the TownePlace Suites by Marriott and continuing north approximately 1.0 mile will be re-habbed as a change order / directive to the upcoming Hartzog Road pavement rehab project.
  - 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. It is anticipated that the design will start by mid-June 2022.
  - Hotel Plaza Boulevard (inbound) – assessment revealed one large pothole – item has been corrected.
  - 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.
  - 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.
  - World Drive (southbound) south of the BVD overpass. Assessment revealed potholes on the outermost lane. Pavement repair is scheduled for May 2022. Item has been corrected.
  - Hotel Plaza Boulevard (inbound) – near Wyndham Lake Buena Vista. Item has been corrected.
  - Hotel Plaza Boulevard (outbound) – just north of the B Resort & Spa. Item has been corrected.
- 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.
  - Guardrail #48 along southbound World Drive. Replacement completed.
  - Guardrail #49 along southbound World Drive. Replacement completed.
  - Guardrail #50 along northbound World Drive. Replacement completed.
  - Guardrail #51 along northbound World Drive. Replacement completed.
  - Guardrail #39 along southbound World Drive. Replacement completed.
  - Guardrail #64 along northbound World Drive. Replacement completed.
  - Guardrail repair needed along ECD (outbound) south of BVD. Repair completed.
  - Guardrail repair needed along Osceola Pkwy (inbound) ramp onto WD southbound. Repair completed.
  - The design of an additional seven guardrail projects has commenced; final plans should be received by August 2022.

## **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 June 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. The Limited NTP was issued on May 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 Osceola Parkway and Epcot Center Drive 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**

- Eighteen (18) traffic signal and ITS maintenance inspections were completed in May.
- ITS team responded to five (5) after hour service requests.
- ITS team managed traffic for ESPN's Memorial Day tournaments and Typhoon Lagoon's after hour's event.

## **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 was completed in May.

### **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.
- HIVC 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:
  - 100% Plans & Specifications for bidding were issued 9/15/2021.
  - SFWMD permit issued 12/2/2021.
  - In January of 2022, the adjacent landowner(s) requested minor modifications. In February the BOS approved a change order for the design contract.
  - It is anticipated these design changes will take 60-90 days to complete.
  - 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 began in late 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

# Financial Summary – World Drive North Phase II

June 22, 2022

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 60,200,000					
Hard Costs		\$ 49,001,318	\$ -	\$ 1,177,891	\$ -	\$ 50,179,209
Soft Costs		\$ 9,628,846	\$ 13,143	\$ 429,745	\$ -	\$ 10,071,734
TBD			\$ 13,143			
<b>TOTAL</b>	<b>\$ 60,200,000</b>	<b>\$ 58,630,164</b>	<b>\$ 13,143</b>	<b>\$ 1,607,636</b>	<b>\$ -</b>	<b>\$ 60,250,943</b>

Percentage of Budget

100%

EXHIBIT A



Reedy Creek  
IMPROVEMENT DISTRICT

# EXHIBIT B



# Live Front to Dead Front Switch Replacement Phase 2

RCID Authorized Funding					
Project	Initial Project Budget	Revised Project Budget	Previous Requests	This Request	Total Requests
<b>Live Front to Dead Front Switch Replacement - Phase 2</b>					
Design <i>Fred Wilson &amp; Associates, Inc. (April 2021)</i>	\$200,000	\$200,000	\$180,554		\$180,554
Owner Furnished Material <i>(June 2022)</i>	\$800,000	\$700,000		\$700,000	\$700,000
Construction <i>Maddox Electric Company, Inc. (June 2022)</i>	\$800,000	\$750,000		\$718,024	\$718,024
RCES Soft Costs <i>(April 2021) (June 2022)</i>	\$100,000	\$250,000	\$100,000	\$150,000	\$250,000
Contingency <i>Maddox Electric Company, Inc. (June 2022)</i>	\$100,000	\$100,000		\$71,802	\$71,802
Total	\$2,000,000	\$2,000,000	\$280,554	\$1,639,826	\$1,920,380

# EXHIBIT C

# Perimeter Canal Bridge

RCID Authorized Funding					
Project	Initial Project Budget	Revised Project Budget	Previous Requests	This Request	Total Requests
<b>Perimeter Canal Bridge</b>					
Construction <i>Southland Construction, Inc. (October 2021)</i> <i>Southland Construction, Inc. CO#1 (June 2022)</i>	\$2,500,000	\$3,000,000	\$2,409,000	\$584,978	\$2,993,978
Design <i>DRMP (October 2019)</i> <i>HNTB, Inc. (October 2019)</i> <i>DRMP CO#1 (January 2020)</i> <i>DRMP CO#2 (October 2020)</i>	\$250,000	\$250,000	\$54,436 \$52,762 \$15,046 \$89,196		\$211,440
RCES Soft Costs <i>(October 2019)</i> <i>(October 2021)</i> <i>(June 2022)</i>	\$265,000	\$665,000	\$40,000 \$225,000	\$400,000	\$665,000
Contingency <i>DRMP (October 2019)</i> <i>HNTB, Inc. (October 2019)</i> <i>DRMP CO#1 (January 2020)</i> <i>DRMP CO#2 (October 2020)</i> <i>Southland Construction, Inc. (October 2021)</i> <i>Southland Construction, Inc. CO#1 (June 2022)</i>	\$275,000	\$325,000	\$5,444 \$5,276 \$1,505 \$8,920 \$240,900	\$58,498	\$320,542
<b>Total</b>	<b>\$3,290,000</b>	<b>\$4,240,000</b>	<b>\$3,147,484</b>	<b>\$1,043,476</b>	<b>\$4,190,959</b>



# EXHIBIT D

**FIBER INSTALLATION AGREEMENT**

**THIS FIBER INSTALLATION AGREEMENT** (this “**Agreement**”) is made and entered into as of this 16<sup>th</sup> day of May, 2022 (the “**Effective Date**”), by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**RCID**”) and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830-1000 (“**WDPR**”).

**WITNESSETH:**

**WHEREAS**, RCID has engaged the services of a contractor, Superior Construction, Inc., a Florida corporation (“**Contractor**”), for the installation of 2” conduit, pull boxes and fiber optic cable (the “**RCID Cable**”) in the areas shown on **Exhibit “A”** attached hereto and by this reference made a part hereof (the “**RCID Cable Area**”); and

**WHEREAS**, WDPR desires to have Contractor install 2” conduit and pull boxes for use by WDPR, in the RCID Cable Area along the same alignment as the RCID Cable; and

**WHEREAS**, WDPR has requested that RCID amend, and, as an accommodation to WDPR, RCID has agreed to amend, RCID’s agreement with Contractor to include the installation of 2” conduit and pull boxes in the Cable Area for WDPR (the “**Additional Work**”), at WDPR’s sole cost and expense, as more particularly described on **Exhibit “B”** attached hereto and by this reference made a part hereof (the “**Proposal**”).

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. RCID Services and Management Fee.**

a) RCID shall supervise Contractor’s performance of the Additional Work to confirm that it is performed in accordance with the Proposal. Any changes or modifications to the Additional Work and/or the Proposal shall require the approval of RCID. RCID shall notify WDPR of any such proposed changes or modifications.

b) RCID will review each application for payment by Contractor for the Additional Work (each, a “**Payment Application**”) in accordance with RCID’s standard review process, which includes, verifying work completed and accurate billing math, verifying appropriate lien releases were received, if applicable, and, with respect to the full and final completion by Contractor of the Additional Work and review of the final Payment Application, verifying other appropriate close-out documentation was received.

c) Upon approval by RCID of each Payment Application, as evidenced by signature of the appropriate RCID representatives, RCID shall issue payment from the Deposited Amount (defined below) to the Contractor of the approved amount set forth in the Payment Application (less applicable retainage).

d) RCID shall, within fifteen (15) **business** days after approving a Payment Application from Contractor and paying Contractor the approved amount set forth therein, provide to WDPR an accounting of the funds withdrawn from the Deposited Amount by RCID and paid by RCID to Contractor for the Additional Work performed and the balance remaining of the Deposited Amount.

e) WDPR shall pay to RCID a contract management fee in the amount of Seventy-Three Thousand Nine Hundred Thirty-One (\$73,931) Dollars (the “**RCID Management Fee**”). The RCID Management Fee shall be deducted from the Deposited Amount along with the final payment to the Contractor upon completion of the Additional Work (or the sooner termination of this Agreement).

## **2. WDPR Deposit for Additional Work.**

a) Contemporaneously with WDPR’s execution of this Agreement, WDPR shall deposit with RCID One Million, Twelve Thousand Five Hundred Eighty Dollars (\$1,012,580.00) (the “**Deposited Amount**”), representing the total estimated cost of the Additional Work as shown on the Proposal, an approximately 1.5% contingency amount, and the RCID Management Fee. RCID shall not be required to keep the Deposited Amount separate from its general funds, and WDPR shall not be entitled to interest on the Deposited Amount.

b) RCID may, but is not obligated to, from time to time, request that WDPR deposit with RCID an additional amount (which shall be deemed to be part of the Deposited Amount) as reasonably necessary to ensure (taking into account any then-due payment to Contractor) that the balance of the Deposited Amount always equals or exceeds the sum of: (i) the estimated cost to complete the Additional Work; (ii) the retainage being (and/or required to be) held with respect to the Additional Work; and (iii) the RCID Management Fee. WDPR shall promptly, but in no event later than fifteen (15) **business** days after said request from RCID, deposit with RCID the amount requested to replenish the Deposited Amount as aforesaid. RCID is not obligated to pay any amounts on WDPR’s behalf.

c) Within ninety (90) days after the completion of the Additional Work by Contractor (or the sooner termination of this Agreement), provided that WDPR is not in default of any of its obligations under this Agreement, the balance of the Deposited Amount, if any, remaining after deducting therefrom all sums for which WDPR is then indebted to RCID hereunder, will be released to WDPR, and thereupon RCID shall be discharged from any further liability, with respect to the Deposited Amount.

3. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three (3) business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:



If to WDPR: Walt Disney Parks And Resorts U.S., Inc.  
1375 Buena Vista Drive, P.O. Box 10000  
Lake Buena Vista, Florida 32830-1000  
Attn: Legal Counsel  
Facsimile: (407) 828-4311

If to RCID: Reedy Creek Improvement District  
1900 Hotel Plaza Boulevard, P.O. Box 10170  
Lake Buena Vista, Florida 32830-0170  
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District  
1900 Hotel Plaza Boulevard, P.O. Box 10170  
Lake Buena Vista, Florida 32830-0170  
Attn: Legal Counsel  
Facsimile: (407) 828-4311

**4. Miscellaneous.**

a) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

b) This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

c) ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY EITHER PARTY AGAINST THE OTHER TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR, IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA, HAVING SUBJECT MATTER JURISDICTION. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY MATTERS ARISING UNDER THIS AGREEMENT.

d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns.

e) This Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Agreement or considered in construing this Agreement.

f) No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

g) If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any law) through any and all final appeals arising out of such suit, action or proceeding.

h) Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person (including the general public) other than the parties hereto or to make any entity or person a third-party beneficiary of this Agreement.

i) RCID has made no representations, statements, warranties or agreements with WDPR in connection with this Agreement. This Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussion and agreements between the parties, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein.

j) If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, the remainder of this Agreement shall not be affected. In lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

**[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]**

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

**REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida

By:



John H. Classe, Jr., District Administrator

Date: 5/10/22

**WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation

DocuSigned by:

By: Scott Justice  
Print Name: Scott Justice  
Title: Assistant Chief Counsel  
Date: 5/16/2022







**Certificate Of Completion**

Envelope Id: 74642A56718D40688DFD63B09AA0A72A  
 Subject: Please DocuSign: Fiber Expansion Agreement kbk\_MLG5.5.22R1.docx  
 Source Envelope:  
 Document Pages: 7 Signatures: 1  
 Certificate Pages: 4 Initials: 0  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Judy Montgomery  
 500 S Buena Vista St  
 Burbank, CA 91521  
 Judy.Montgomery@disney.com  
 IP Address: 204.128.192.31

**Record Tracking**

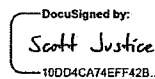
Status: Original  
 5/11/2022 9:13:16 AM  
 Holder: Judy Montgomery  
 Judy.Montgomery@disney.com

Location: DocuSign

**Signer Events**

Scott Justice  
 Scott.A.Justice@disney.com  
 Assistant Chief Counsel  
 Disney Corporate Legal  
 Security Level: Email, Account Authentication  
 (None), Login with SSO

**Signature**



Signature Adoption: Pre-selected Style  
 Signed by link sent to Scott.A.Justice@disney.com  
 Using IP Address: 97.100.5.153

**Timestamp**

Sent: 5/11/2022 9:17:38 AM  
 Resent: 5/16/2022 7:39:14 AM  
 Resent: 5/16/2022 10:51:24 AM  
 Viewed: 5/16/2022 10:52:05 AM  
 Signed: 5/16/2022 10:52:32 AM

Electronic Record and Signature Disclosure:  
 Accepted: 8/31/2018 8:23:14 AM  
 ID: a2efeabe-91a7-48fe-a52d-bec5b18c0751

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2022 9:17:38 AM
Certified Delivered	Security Checked	5/16/2022 10:52:05 AM
Signing Complete	Security Checked	5/16/2022 10:52:32 AM
Completed	Security Checked	5/16/2022 10:52:32 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement. "Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

**1. Your Consent.** You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

**2. How to Withdraw Consent.** If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**3. How to Update Your Contact Information.** It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**4. Hardware and Software Requirements.** To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 800 x 600,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

**5. Paper Copies.** At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**6. Acknowledging your access and Consent to receive Communications electronically.** To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

**7. Termination/Changes/Other.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

**By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.**